



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

AGENDA
WEDNESDAY, MARCH 09, 2022
***4:30 P.M. (CLOSED SESSION) *5:30 P.M. (OPEN SESSION)**

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

*DESIGNATED TIMES FOR CONFERENCE/DISCUSSION ITEMS ARE ESTIMATES.

PLEASE NOTE: PARKING WILL BE AVAILABLE FOR BOARD MEETINGS AFTER 5:00 P.M. AT THE “N” STREET PARKING PAVILION LOCATED ON THE SOUTHEAST CORNER OF TULARE AND “N” STREETS – ENTRANCE IS ON “N” STREET. Board meeting attendees without key cards should report to the parking booth to be scanned in by the attendant. Please do NOT pull a ticket. Also, the City of Fresno will not enforce the street meters in this area after 6:00 p.m., Monday through Friday.

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 Board of Education Room is subject to metal detector scanning. The use of metal detectors is approved under Board Policy 5145.12.

The following items will not be permitted: alcohol, illegal drugs, knives, or firearms.

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

Any member of the public who wishes to address the Board shall submit a speaker card specifying the item(s) they wish to address. The card must be submitted before the Board President announces the specific agenda item.

Public materials are available for public inspection at our website at: board.fresnounified.org

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

***4:30P.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. Chief
 - b. Director
 - c. Executive Director
 - d. Principal
5. Conference with Legal Counsel - Existing Litigation - (Government Code Section 54956.9(d)(1)).
 - a. Potential Case (One)

***5:30 P.M., RECONVENE** and report action taken during Closed Session, if any.

PLEDGE OF ALLEGIANCE

A staff member will lead the flag salute.

HEAR Report from Superintendent

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: Paul Idsvoog, telephone 457-3548.

A. CONSENT AGENDA - continued

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

The Board of Education received and considered the Findings of Fact and Recommendations of District Administrative Panels resulting from hearings on expulsion and readmittance cases conducted during the period since the February 16, 2022 Regular Board Meeting. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Kim Mecum, telephone 457-3731.

A-3, APPROVE Minutes from Prior Meetings

Included in the Board binders are the draft minutes for the February 02 and February 16, 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-4, APPROVE Graduation Agreements for the Class of 2022

Included in the Board binders are four independent contractor services agreements and tentative schedules for the Class of 2022 graduation ceremonies. Agreements include facilities, health/safety, audio-visual services, staging, parking, additional seating, live-stream, and photography to host the graduation ceremony at three main sites: McLane Stadium, Save Mart Center, and the Saroyan Theatre for Fresno Unified graduates from the Class of 2022. Ceremonies will be held May 20, 2022, June 02, 2022, and June 06 - 08, 2022. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$263,864 are available in the Student Engagement budget. Contact person: Kim Mecum, telephone 457-3731.

A-5, APPROVE the 2022 Ballot for the California School Boards Association Delegate Assembly

Included for Board Member consideration is ballot material for candidates seeking election to the California School Boards Association (CSBA) Delegate Assembly for Subregion 10-B, Fresno County. Ballot materials included with this agenda item consist of a memorandum from CSBA, a copy of the ballot, a list of delegates in the region, and biological sketch forms for the candidates. The original signed ballot must be postmarked by the U.S. Post Office on or before Tuesday, March 15, 2022. The Board President recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone 457-3566.

A-6, APPROVE Memorandums of Understanding between Fresno Unified School District and Aspen Meadow Public School, Aspen Valley Prep Academy, Sierra Charter School and University High School

Included in the Board binders is a copy of the Memorandums of Understanding between Fresno Unified School District and the following charter corporate entities:

A. CONSENT AGENDA – continued

- Aspen Public Schools Incorporated, which operates Aspen Valley Prep Academy and Aspen Meadow Public School;
- Sierra Charter School; and
- University High School

The Memorandum of Understanding details the relationship between the district, the charter corporate entity, and the charter school regarding operations, oversight, and monitoring. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Kim Mecum, telephone 457-3731.

A-7, APPROVE Contract with Certificated Retiree Frances Buelna-Szabo

Included in the Board binders is a request to approve a contract with certificated retiree Frances Buelna-Szabo. This contract will provide various school sites with a total of 56 days of psychoeducational compliance assessment services. The term of this contract will begin March 10, 2022 through June 30, 2022. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$29,330 are available in the Special Education budget. Contact person: Kim Mecum, telephone 457-3731.

A-8, APPROVE Addendum No. 4 to Master Agreement and Memorandum of Understanding and License Agreement for Fresno Unified School District Use of State Center Community College District (Fresno City College) Facilities

Included in the Board binders and recommended for approval is Addendum No. 4 to the Master Agreement Establishing an Educational Partner Relationship between Fresno Unified and the Fresno City College (FCC) division of the State Center Community College District (SCCDD) to collaborate on the construction and use of the new FCC Science Building. Addendum No. 4 memorializes the agreement between Fresno Unified and FCC regarding use by Design Science of the FCC Science Building to be constructed. In 2017, the Board of Education approved reserving \$6 million in the General Fund to contribute to the cost of constructing the FCC Science Building to provide space for Design Science into the future. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$5 million are available in the General Fund. Contact person: Karin Temple, telephone 457-3134.

A-9, APPROVE Renewal Agreement with Marsh & McLennan Agency

Included in the Board binders is a renewal service agreement with Marsh & McLennan Agency for the provision of insurance consulting and brokerage services. The Superintendent recommends approval. Fiscal impact: Sufficient funds of \$168,000 are available in the district's Liability and Workers' Compensation Internal Service Funds. Contact person: Santino Danisi, telephone 457-6226.

A. CONSENT AGENDA – continued

A-10, APPROVE Award of Bid 22-11, Sub-Rings for Wide Area Network Services

Included in the Board binders is information on Bid 22-11, to establish fixed lease pricing for logical sub-rings within the wide area network connecting 39 school sites to the central ring, the Fresno Unified Education Center, and the internet. This is the third and final phase to establish a fiber network across the district. The bid includes a 5-year term service agreement, with up to three 5-year extensions with subsequent reduced cost and addresses liquidated damages and performance provisions. Staff recommends award of a 5-year contract to the lowest responsive, responsible bidder: CVIN, LLC dba Vast Networks (Fresno, California) \$ 5,101,560. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$510,156 are available in the Technology Services Department E-Rate fund and \$4,591,404 will be provided through the Federal E-Rate Program. Contact person: Tami Lundberg, telephone 457-6104.

A-11, APPROVE Award of Request for Proposal 22-12, Network Equipment and Professional Services for Internal Connections

Included in the Board binders is information on Request for Proposal (RFP) 22-12, to replace and/or upgrade network equipment across school sites and facilities. Request for Proposal (RFP) 22-12 allows for purchase of equipment to keep the network current like network switches, fiber modules, wireless access points, and uninterruptible power supplies. The RFP also allows for purchase of services to assist with design, engineering, and configuration of the firewall server cluster. Based on extensive review, staff recommends award to the most responsible and responsive proposer: Development Group, Inc., (Redding, CA) \$4,452,909. The Superintendent recommends approval. Fiscal impact: E-Rate eligible equipment is expected to be \$4,452,909. The district's portion at 15% should be \$667,936 and will be covered through the Information Technology Department E-Rate Fund and \$3,784,973 should be provided through the Federal E-Rate Program. Contact person: Tami Lundberg, telephone 457-6104.

A-12, APPROVE Use of Individual Piggyback Contracts

Included in the Board binders is information regarding four piggyback contracts recommended for use during 2021/22 for efficient and cost-effective procurement in addition to piggyback contracts previously approved by the Board, to allow for expedited purchases related to student classroom materials, the district's LTE network, and district safety communication equipment. Use of piggyback contracts is allowed under Public Contract Codes 10299 and 20118 and is a procurement best practice that takes advantage of competitive pricing from a contract formally bid by another school district or public agency. The Superintendent recommends approval. Fiscal impact: Estimated annual expenditures for each piggyback contract (if utilized) are indicated on the backup material; funding will be determined on a project-by-project basis. Contact person: Karin Temple, telephone 457-3134.

A. CONSENT AGENDA – continued

A-13, DENY Claim GL21-0907-6548

Included in the Board binders is a Claim for Damages by Dominick Bererducci, case GL21-0907-6548. 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. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Santino Danisi, telephone 457-6226.

A-14, RATIFY an Addendum with PresenceLearning, Inc.

Included in the Board binders is an addendum to an existing independent contractor services agreement with PresenceLearning, Inc. for \$1,188,450. PresenceLearning, Inc. has recruited an additional 12 Full-Time Equivalent Speech and Language Pathologists (SLPs) above the original contracted 20 SLPs. The term of this addendum began January 29, 2022 and will end June 30, 2022. Funding is available through the reduction of approved contracts for speech and language services. The Superintendent recommends ratification. Fiscal impact: Sufficient funds of 1,188,450 are available in the Special Education budget. Contact person: Kim Mecum, telephone 457-3731.

A-15, RATIFY Change Orders

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

- Bid 20-19, Fresno High School Career Technical Education (CTE) Building Construction
Change Order 9 presented for ratification \$62,850
- Bid 21-11, Edison High School Gymnasium Addition
Change Order 7 presented for ratification \$85,936
- Bid 21-35, Jackson Elementary School Multipurpose Building Reconstruction, MPR Bldg.
Change Order 2 presented for ratification \$11,483
- Bid 21-46 Sections A, B, C, E, and F, Asphalt Pavement Rehabilitation at Various Sites
Change Order 1 Sections A, B, C, E, and F presented for ratification \$126,302
- Bid 21-46 Sections D and G, Asphalt Pavement Rehabilitation at Various Sites
Change Order 1 Sections D and G presented for ratification \$0

A. CONSENT AGENDA – continued

- Bid 21-48 Section B, Playground Equipment Replacement at Webster and Winchell Elementary Schools
Change Order 1 presented for ratification \$2,148
- Bid 21-53, Kratt and Leavenworth Elementary Schools Modular Classroom Infrastructure
Change Order 1 presented for ratification \$144,233

The Superintendent recommends ratification. Fiscal impact: \$74,333 is available in the Measure X Fund for Bids 20-19 and 21-35; \$163,448 is available in the School Facilities Fund for Bids 21-11, 21-48B, and 21-53 (Leavenworth); \$126,302 is available in the Measure M Fund for Bid 21-46; and \$68,869 is available in the Developer Fee Fund for Bid 21-53 (Kratt). Contact person: Karin Temple, telephone 457-3134.

A-16, RATIFY Notices of Completion

Included in the Board binders are Notices of Completion for the following projects, which have been completed according to plans and specifications:

- Bid 21-46 Sections A, B, C, E, and F, Asphalt Pavement Rehabilitation at Various Sites
- Bid 21-46 Sections D and G, Asphalt Pavement Rehabilitation at Various Sites

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

A-17, RATIFY Purchase Orders from December 01, 2021 through December 31, 2021, and Zero Dollar Contracts

Included in the Board binders is information on purchase orders issued from December 01, 2021 through December 31, 2021. For the reported dates, no purchase orders are identified that may present a potential conflict of interest for an individual Board member. 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. Also included for ratification is a list of zero-dollar contracts that specify terms but where no funds will be exchanged between Fresno Unified and other entities. The Superintendent recommends ratification. Fiscal impact: Funding is noted on the attached pages. Contact person: Karin Temple, telephone 457-3134.

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

B. CONFERENCE/DISCUSSION AGENDA

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

B-18, DISCUSS and APPROVE the 2021/22 Second Interim Financial Report

California school districts are required to approve interim financial reports twice each fiscal year. Fresno Unified School District's 2021/22 Second Interim Financial Report is presented for approval and reflects a positive certification of the district's financial condition. The report is based on the January 31, 2022 year-to-date revenue and expenditures as required by state law. The Superintendent recommends approval of the Second Interim Financial Report for submission to the County Superintendent of Schools. Fiscal impact: A positive certification reflects that the district's projected required reserve for 2021/22 meets the minimum for economic uncertainties (2%). Additionally, projections indicate a positive cash balance for the current year and two subsequent years. In addition, the support material reflects a multi-year projected budget for the Unrestricted General Fund and utilizes the state assumptions developed by the California County Superintendents Educational Services Association. Contact person: Santino Danisi, telephone 457-6226.

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

B-19, PRESENT and DISCUSS the 2022/23 Strategic Budget Development

The Board of Education has discussed the Governor's Proposed Budget and the potential impacts on Fresno Unified, as well as the strategic budget development process, at the following Board of Education meetings:

- January 19, 2022
- February 02, 2022
- February 16, 2022

On March 09, 2022, staff and the Board will continue budget development discussions. Fiscal impact: Not available at this time. Contact person: Santino Danisi, telephone 457-6226.

C. RECEIVE INFORMATION & REPORTS

C-20, RECEIVE Proposed Revisions for Board Policies

Included in the Board binders are proposed revisions for the following 9 Board Policies (BP):

- BP 0410 Nondiscrimination in District Programs and Activities
- BP 1312.3 Uniform Complaint Procedures
- BP 5111 Admission
- BP 5125 Student Records
- BP 5141.52 Suicide Prevention
- BP 5145.3 Nondiscrimination/Harassment

C. RECEIVE INFORMATION & REPORTS – continued

- BP 5145.9 Hate-Motivated Behavior
- BP 5146 Married/Pregnant/Parenting Students
- BP 6173 Education for Homeless Children

Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone 457-3566.

C-21, 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 November 01, 2021 through January 31, 2022. Also included is the Quarterly Reporting for the Valenzuela/Williams Uniform Complaint Procedures from November 01, 2021 through January 31, 2022 in accordance with Education Code § 35186. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone 457-3566.

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. Any individual who has not had an opportunity to address the Board during this initial thirty (30) minute period may do so at the end of the meeting after the Board has addressed all remaining items 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, MARCH 16, 2022**

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 09, 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: Paul Idsvoog
Chief of Human Resources/Labor Relations

SUPERINTENDENT APPROVAL:

Paul Idsvoog

Robert L. Nelson

Fresno Unified School District

Revised 3/9/2022

Date: March 9, 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**Certificated Personnel**

Booker	Julie	Teacher, Elementary, eLearn Academy	eLearn Academy	1/31/2022
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Classified Personnel

Betancourt	Xavier	Nutrition Services Assistant	Food Services	2/24/2022
Bhamra	Jaswinder	Nutrition Services Assistant	Food Services	2/15/2022
Calles	Jeanette	Paraprof, Mild/Moderate	Columbia Elementary	2/8/2022
Ceja	Cristina	Paraprof, Mild/Moderate	Calwa Elementary	2/4/2022
Chavez	Gabriel	Custodian	Kratt Elementary	2/10/2022
Cruz	Kalauni	Specialist, Chd Wel & Attnd II	Prevention And Intervention	2/22/2022
Cruz	Lacie	Paraprof, Moderate/Severe	Eaton Elementary	2/1/2022
Dhaliwal	Daljit	Nutrition Services Assistant	Food Services	1/26/2022
Dhillon	Gurmeet	Nutrition Services Assistant	Food Services	2/16/2022
Dodier-Munoz	Georgina	Paraprof, Moderate/Severe	Ahwahnee Middle School	2/11/2022
Godinez	Lizette	Specialist, Chd Wel & Attnd II	Prevention And Intervention	2/22/2022
Guerrero	Joshuah	Specialist, Tech Support I	Technology Services	2/9/2022
Her	Sally	Assistant, School Office	Vinland Elementary School	2/16/2022
Hernandez	Alondra	Paraprof, Moderate/Severe	Tenaya Middle School	2/15/2022
Lewis	Gione	Assistant, Campus Safety	Tenaya Middle School	2/4/2022
Montoya	Carmen	Driver, Bus	Transportation	1/11/2022
Morales	Amaris	Paraprof, Mild/Moderate	Hamilton School	2/8/2022
Morales	Maria	Paraprof, Mild/Moderate	Wolters Elementary	2/22/2022
Ortega	Sotero	Paraeducator, Community Based	Adult Transition Prog Fairmont	2/16/2022
Padgett	Donny	Assistant, Campus Safety	Duncan Polytechnical	2/16/2022
Perez	Sandra	Paraprof, Moderate/Severe	Figarden Elementary	2/23/2022
Riesen	Denali	Specialist, Hum Res Data I	Human Resources	2/22/2022
Rodriguez	Alesendria	Paraprof, Instructional Asst	Greenberg Elementary	2/15/2022
Rodriguez-Morales	Glendora	Specialist, Chd Wel & Attnd II	Prevention And Intervention	2/14/2022
Rubio	Celina	Representative, Customer Services	Technology Services	2/9/2022
Sanchez	Angelica	Paraprof, Moderate/Severe	Muir Elementary	2/14/2022
Sanchez	Olivia	Paraprof, Instructional Asst	Greenberg Elementary	2/10/2022
Sharpe	Ethan	Paraprof, Moderate/Severe	Bullard High School	2/8/2022
Singh	Kristian	Paraprof, Early Chldhd Mil/Mod	Lawless Elementary	2/16/2022
Strickland	Regina	Nutrition Services Assistant	Food Services	2/9/2022
Vargas	Joseph	Assistant, Resrce Cnslg	Delmar Elementary	2/16/2022
Walker	Briana	Paraprof, DHH Sign	Ahwahnee Middle School	2/8/2022
Walker	Esther	Assistant, Campus Safety	Cesar Chavez Adult School	2/15/2022
Webb	Lyzel	Custodian	Figarden Elementary	2/24/2022
Woods	Amy	Driver, Bus	Transportation	1/11/2022

Yang	Danny	Technician, Purchasing	Food Services	2/28/2022
Yang	Khou	Paraprof, Mild/Moderate	Ericson Elementary	2/23/2022
Yang	Nhia	Specialist, Human Resources	Human Resources	2/14/2022

Management Certificated

Lundy	Michele	Counselor, School	Duncan Polytechnical	2/28/2022
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RESIGNATIONS OR RETIREMENTS

Certificated Personnel

Barcus	Lori	Teacher, Elementary	Mccardle Elementary	6/10/2022
Benavides	Matthew	Teacher, Elementary	Ewing Elementary	6/11/2022 6/21/2022
Christopherson	Karalyn	Teacher, Lrng Hndcp, Sdc	Sequoia Middle School	8/1/2022
Ellis	Noreene	Teacher, Music, Elementary	Music/Visual and Perform Arts	7/31/2022
Golden Mason	Lynn	Teacher, Middle School	Cooper Middle School	6/10/2022
Gonsalves Fox	Vicki	Teacher, Elementary	Lincoln Elementary	6/20/2022
Hodge	Carolyn	Teacher, Elementary	Birney Elementary	6/10/2022 6/16/2022
Hogue	Darla	Teacher, Elementary	Roeding Elementar	6/10/2022 6/22/2022
Holm	Scott	Teacher, Elementary	Norseman Elementary	6/10/2022 6/17/2022
Killian	Michele	Teacher, Elementary	Aynsworth Elementary	6/10/2022 6/20/2022
Lane	Vicki	Teacher, Spec Assgn	Burroughs Elementary	6/10/2022 6/20/2022
Larios	Pamela	Nurse	Addams Elementary	6/10/2022 6/21/2022
Lopez	Rudy	Teacher, Middle School	Tehipite Middle School	8/1/2022
Lusk	Brittany	Teacher, Middle School	Tioga Middle School	6/10/2022
Mata	Maria	Teacher, Individual, Small Grp	Fulton School	8/1/2022
Moore	Alexys	Teacher, Elementary	Columbia Elementary	6/10/2022
Pachelbel	Cheryl	Teacher, Elementary	King Elementary	6/10/2022/6/20/22
Paggett	Erika	Teacher, Elementary	Kirk Elementary	8/1/2022
Perez	Sergio	Teacher, Senior High	Edison High School	2/25/2022
Recendez	Andrew	Teacher, Autistic, Sdc	Jefferson Elementary	8/1/2022
Reinhardt	Rhonda	Teacher, Middle School	Kings Canyon Middle School	6/10/2022
Salas	Ariana	Teacher, Elementary	Winchell Elementary	1/14/2022
Sandoval	Isabel	Nurse	Health Services	1/21/2022
Sweeney	Jonathon	Teacher, Senior High	Fresno High School	6/10/2022
Trevino Jr	Javier	Specialist, Resource, Sp Ed	Terronez Middle School	8/1/2022
Velasco	Andrea	Teacher, Elementary, eLearn Academy	eLearn Academy	2/23/2022

Classified Personnel

Aaron	Rebecca	Liaison, Sch/Community Spanish	Prevention And Intervention	2/15/2022
Adams	Donna	Paraprof, Early Chldhd Mil/Mod	Holland Elementary	6/10/2022
Conde Hernandez	Karina	Assistant, School Office	Rutherford Gaston Middle Schoo	2/25/2022
Cuevas	Joseph	Custodian	Pyle Elementary	11/22/2021
Lancaster	Theresa	Technician, Libr Media-Elem	Leavenworth Elementary	6/24/2022-7/31/2022
Lyons	Janell	Nurse, Vocational License	Health Services	1/28/2022
Marquez	Angie	Nutrition Services Operator	Food Services	10/14/2021
Maynez	Virginia	Paraprof, DHH Oral	Birney Elementary	3/8/2022
Mendoza	Leticia	Paraprof, Instructional Asst	Vang Pao Elementary	10/11/2021
Montion	Francisco	Paraprof, Moderate/Severe	Rutherford Gaston Middle Schoo	1/21/2022
Morales	Miranda	Nurse, Vocational License	Health Services	12/17/2021
Neve	John	Assistant, Office II	Plant Operations	2/28/2022
Serquina	Leonila	Custodian, PE Male/Female	Fresno High School	7/31/2022

Wright	Eryck	Paraprof, Mild/Moderate	Wawona Middle School	2/9/2022
Yang	Christian	Paraprof, Moderate/Severe	Figarden Elementary	2/4/2022

Management Certificated

Haley	Heidi	Psychologist, School	Special Ed	6/17/2022
Ramirez	Glenda	Clinical School Social Worker	Project Access	2/24/2022

LEAVE REQUEST

Classified Personnel

Bravo-Apolinar	Angelina	Paraeducator, Autism	Fremont Elementary	2/28/2022
Few	Kaylin	Paraprof, Moderate/Severe	Kirk Elementary	10/4/2021
Griffith	Kimberly	Paraeducator, Community Based	Bullard High School	2/14/2022
Hicks	Mechelle	Assistant, Resrce Cnslg	Kirk Elementary	3/15/2022

Management Certificated

Perez	Jasmin	Vice Principal I	Thomas Elementary	2/11/2022
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R39-MONTH REEMPLOYMENT RIGHTS

Certificated Personnel

Hernandez	Lisa	Teacher, Elementary	Vang Pao Elementary	2/10/2022
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Classified Personnel

Marquez	Angie	Nutrition Services Operator	Food Services	2/2/2022
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PROMOTIONS

Classified Personnel

Ford	Cara	Paraeducator, Community Based	Special Ed	2/23/2022
Gilbert	Denise	Nutrition Services Cook/Baker	Food Services	2/16/2022
Hernandez	Jessica	Paraeducator, Autism	Heaton Elementary	2/14/2022
Herrera	Celeste	Paraeducator, Community Based	Ahwahnee Middle School	2/11/2022
Wallace	Latrice	Assistant, Attendance Records	Kings Canyon Middle School	2/10/2022

Management Classified

Beckwith	Kimberly	Manager II, General	Preschool Office	2/11/2022
Lemus	Marbella	Manager I (General)	Parent Involvement Office	2/11/2022
Liscano	Courtney	Manager, Business Operations	Payroll Department	2/2/2022
Mendoza	Oscar	Manager, Business Operations	Benefits & Risk Management	2/2/2022
Moua	Panhia	Coordinator I, Purchasing	Purchasing Department	2/8/2022
Rodriguez	Carrie	Analyst, General	State & Federal Programs	2/22/2022

PROBATIONARY RELEASE

Classified Personnel

Bustista Figueroa	Dennise	Lead, After Schl/Ext Day	Roeding Elementary	2/27/2022
Wallace	Orejimi	Assistant, Campus Safety	Phoenix Secondary	2/16/2022

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 09, 2022

AGENDA ITEM A-3

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Minutes from Prior Meetings

ITEM DESCRIPTION: Included in the Board binders are draft minutes for the February 02 and February 16, 2022 Regular Board Meetings.


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

PREPARED BY: David Chavez,
Chief of Staff

DIVISION: Superintendent's Office
PHONE NUMBER: (559) 457-3566

CABINET APPROVAL: David Chavez,
Chief of Staff

SUPERINTENDENT APPROVAL:





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

February 02, 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 February 02, 2022, there were present Board Members Cazares, Davis, Islas, Major Slatik, Thomas, and Board President Jonasson Rosas. Superintendent Dr. Nelson was also present. The Trustee Area 5 seat is vacant.

Board President Jonasson Rosas CONVENED the Regular Board Meeting at 4:32 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 meeting to Open Session at 5:20 p.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 on a Workers' Compensation settlement for Jennifer Estrada, Case No. 2015-0338, by a vote of 4-0-2-0.
- On a motion by Board Member Davis, seconded by Board Member Major Slatik, the Board took action in Closed Session to promote Ryan Duff to Principal III, Tenaya Middle School.
- On a motion by Board Member Thomas, seconded by Board Member Davis, the Board took action in Closed Session to promote Rodney Branch to Principal IV, Cesar Chavez Adult School.

PLEDGE OF ALLEGIANCE

Ms. Tami Lundberg led the flag salute.

HEAR Report from Superintendent

- Recognized February as National Black History Month. He acknowledged the fantastic 8th Annual Edison Region Black History Month program broadcasted yesterday. Superintendent thanked the Gaston and Edison Black Student Unions,

HEAR Report from Superintendent - continued

the Student Engagement Department, the director Lisa Mitchell, the choreographer Staci Jones, and all involved for putting on another impactful program highlighting “The Untold Stories” of our Black and African American History. Superintendent reminded all they can watch the recorded program through a link on our district’s website and homepage at www.fresnounified.org. Superintendent also encouraged all to dedicate time throughout this month to learn, honor and share the untold stories of Black and African American history.

- Acknowledged the new Mini-Pitch Soccer Field constructed at Computech Middle School. Shared his thanks to a national partnership between Black Players for Change, Black Women’s Play Collective, the U.S. Soccer Foundation, Musco Lighting and Adidas, for selecting Computech as one of 18 recipients across the nation for a new Mini-Pitch Soccer Field.
- Shared an opportunity for staff to join our Cultural Proficiency Trainer of Trainers professional learning certification. Participants learn important content on Cultural Proficiency, design an action plan, learn and use presentation skills, and utilize facilitation skills for group development.
- Shared excitement for our McLane Medical Education & Research Academy being honored as the Fresno County Superintendent’s Superstars for January. Students will be honored at the upcoming Fresno County Board of Education Meeting on February 17 by Superintendent Jim Yovino for their efforts in promoting COVID-19 prevention, testing, and vaccination. Students were accepted as Junior Community Health Workers with the Immigrant Refugee Coalition and did great work to provide education while serving and supporting our community. Special shout outs were shared to Santiago Ocegueda, Andrea Gracida, Gisel Gonzalez Villa, and Nereida Galvaz Penaloza who will be accepting the award on behalf of the Medical Education & Research Academy at McLane.
- Announced to our Class of 2022 that applications are now open for our Fresno Unified Scholarship Fund. Seniors are encouraged to apply online before the deadline of March 01, 2022. The application can be accessed from our district website homepage, www.fresnounified.org, as well as by clicking here. Any questions can be directed to our College and Career Readiness team at FUSDScholarship@fresnounified.org.
- Reminded all to attend the upcoming Community Roundtables which inform our Local Control and Accountability Program plans and budgeting.
- Reminded all that they can find daily highlights of schools and departments on our social media accounts (Facebook, Instagram, Twitter, and LinkedIn). He shared a highlight from last week on Addicott’s Music Garden.

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 Member Davis, seconded by Board Member Thomas, the Consent Agenda, with the exception of Agenda Items A-2 and A-3, which were pulled for further discussion, was approved by a roll call vote of 6-0-0-0, as follows: AYES: Board Members: Cazares, Davis, Islas, Major Slatic, Thomas, and President Jonasson Rosas. The Trustee Area 5 seat is vacant.

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
APPROVED as recommended.

A-2, ADOPT Findings of Fact and Recommendations of District Administrative Board
ADOPTED as recommended apart from Case No. 22082, the Findings of Fact and Recommendations of District Administrative Panels.

For the record, Board Member Major Slatic read a statement as follows:

In accordance with Education Code section 48918, the Board voted unanimously in closed session to not adopt the decision of the Administrative Hearing panel for expulsion case #22082. The Board has decided not to move forward with expulsion for this student.

The Board does adopt the Administrative Hearing recommendations for the other cases presented as part of this agenda item.

On a motion by Board Member Thomas, seconded by Board Member Major Slatic, the Board adopted the decisions of the Administrative Hearing panel apart from Case No. 22082, by a vote of 6-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Islas, Major Slatic, Thomas, and Board President Jonasson Rosas. The Trustee Area 5 seat is vacant.

A-3, ADOPT Resolution Proclaiming the Month of February 2022 as African American History Month
ADOPTED as recommended, a resolution proclaiming the month of February 2022 as African America History Month.

A. CONSENT AGENDA – continued

For the record, Board Members had comments/questions pertaining to Agenda Item A-3. A summary is as follow: Commented on the importance of the educational piece of the resolution.

On a motion by Board Member Thomas, seconded by Board Member Davis, the Board adopted Agenda Item A-3 by a vote of 6-0-0-0, as follows: AYES: Board Members: Cazares, Davis, Islas, Major Slatic, Thomas, and Board President Jonasson Rosas. The Trustee Area 5 seat is vacant.

A-4, APPROVE Minutes from prior Meetings

APPROVED as recommended, draft minutes for the January 05, 2022 Board Workshop Meeting.

A-5, APPROVE Appointment of Lourdes Medina to the Citizens' Bond Oversight Committee

APPROVED as recommended, the appointment of Lourdes Medina to the Citizens' Bond Oversight Committee (CBOC).

A-6, RATIFY an Agreement between Fresno Unified School District Early Learning Department and WestEd

RATIFIED as recommended, an agreement between Fresno Unified School District Early Learning Department and WestEd from November 04, 2021, through March 31, 2022.

A-7, RATIFY Change Orders for the Projects Listed Below

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

Bid 19-42 Sections B, C and D, Lighting Improvements at Various Schools
Phase 3

Change Order 4 (Section B, C, D) presented for ratification (credit)
\$-29,635

Bid 21-11, Edison High School Gymnasium Addition

Change Order 6 presented for ratification \$45,801

Bid 21-24, Columbia Elementary School Classroom Building Addition

Change Order 4 presented for ratification (credit) \$-7,499

Bid 21-41, Duncan Polytechnical High School CTE Medical Science
Building

Change Order 1 presented for ratification \$11,968

Bid 21-42 Section A, Bullard High School Athletic Field Improvements

Change Order 1 presented for ratification \$34,807

A. CONSENT AGENDA – continued

A-8, RATIFY Purchase Orders from November 01, 2021 through November 30, 2021

RATIFIED as recommended, information on purchase orders issued from November 01, 2021 through November 30, 2021.

OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS

For the record, the Board received 11 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: Objection to anti-vaxxer statement in tweet by Board Member Islas.
2. Marycela Pacheco: Objection to anti-vaxxer statement in tweet by Board Member Islas.
3. Cindy Fukuyama: Objection to anti-vaxxer statement in tweet by Board Member Islas.
4. Erin Schuurman: Objection to anti-vaxxer statement in tweet by Board Member Islas.
5. Mettabel T.: Objection to anti-vaxxer statement in tweet by Board Member Islas.
6. Angelane Avila: Objection to anti-vaxxer statement in tweet by Board Member Islas.
7. Cindy Harris: Objection to anti-vaxxer statement in tweet by Board Member Islas.
8. Trae Bojorquez: Objection to mask mandates and to anti-vaxxer statement in tweet by Board Member Islas.
9. Gloria Hernandez: Support for Board Member Islas and free speech.

For the record, Board President Jonasson Rosas called for a five (5) minute RECESS at 6:05 p.m.

For the record, Board President Jonasson Rosas RECONVENED the meeting at 6:15 p.m.

OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS - continued

For the record, Unscheduled Oral Communications continued as follows:

10. Mrs. Bailey: Tweet by Board member Islas and request for her resignation.
11. Holly: Objection to anti-vaxxer statement in tweet by Board Member Islas.

For the record, seven additional requests to address the Board during Unscheduled Oral Communications were received. Receipt of the requests took place after Unscheduled Oral Communications was opened and therefore will be heard at the end of the agenda.

B. CONFERENCE/DISCUSSION AGENDA

B-9, DISCUSS and ADOPT Academic Calendars for 2022/23 and 2023/24

OPPORTUNITY for Public Comment on Agenda Item B-9

For the record, the Board received zero requests to address the Board on Agenda Item B-9.

On a motion by Board Member Cazares, seconded by Board Member Davis, Agenda Item B-9 Calendar Option A, was approved by a roll call vote of 5-0-0-1, as follows: AYES: Board Members: Cazares, Davis, Islas, Major Slatic, and President Jonasson Rosas. ABSENT: Board Member Thomas. The Trustee Area 5 seat is vacant.

B-10, PRESENT and DISCUSS the 2022/23 Strategic Budget Development

OPPORTUNITY for Public Comment on Agenda Item B-10

For the record, the Board received zero requests to address the Board on Agenda Item B-10.

For the record, Board members had comments/questions pertaining to Agenda Item B-10. A summary is as follows: Requested clarity as to the amount of appointment offerings for budget debrief meetings. Requested clarity as to information on Slide No. 13 and the staffing of a Vice Principal versus a Guidance Learning Advisor. Requested clarity as to the timeline for filling positions. Requested additional information as to the breakdown of subcategories represented on Slide No. 5. Requested clarity as to information on Slide No. 11 and requested how the sites plan to use the resources. Requested clarity as to information on Slide No. 13 and staffing in areas of child welfare and attendance officer. Requested clarity as to funding of the 300.6 FTE mentioned in the presentation. Commented on the seamless move of student from in-person to virtual learning and thanked staff for their work in technology. Requested staff to look at supports to Cambridge, J.E. Young, and DeWolf. Commented on support of School Neighborhood Resource Officers at middle schools. Requested clarity as to information on Slide No. 11 and if all schools will receive resources. Requested staff to conduct a deep dive on staffing and to create a formula/methodology for staffing (equity versus equality). Requested staff to have a plan to address a recession. Chief Financial Officer Santino Danisi and Executive Officer Ambra O'Connor were available to provide clarity.

For the record, Board President Jonasson Rosas opened the floor to continue Unscheduled Oral Communications and to allow the seven individuals who missed the timeline for speaking a chance to address the Board.

Board President Jonasson Rosas cautioned those in the room to conduct themselves in a civil and orderly manner and to treat each other with respect.

OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS - continued

The individual's name along with a summary of topic are as follows:

1. Augie Blancas: Support for Board Member Islas.
2. Veronica Garibay: Support for Board Member Islas.
3. Josh Fulfer: Opposition to Board Member Islas and her Tweet.
4. Rafael Avitia: Support for Board Member Islas. Derogatory comments directed at Board Member Major Slatic.

For the record, Board President Jonasson Rosas called for a five (5) minute RECESS at 7:17 p.m.

For the record, Board President Jonasson Rosas RECONVENED the meeting at 7:22 p.m.

For the record, Board Member Davis requested to hear the last two public speakers.

For the record, Board President Jonasson Rosas continued with Unscheduled Oral Communications on the condition those present would behave in a civil manner.

OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS - continued

The individual's name along with a summary of topic are as follows:

5. Jessica Mahony: Did not finish comment as Board Member Major Slatic interrupted Ms. Mahony.
6. Gene Richards: Did not have an opportunity to speak as the meeting was adjourned.
7. Grecia Elenes: Did not have an opportunity to speak as the meeting was adjourned.

For the record, Board President Jonasson Rosas, requested Board Member Major Slatic to refrain from interrupting the speaker. Board Member Major Slatic would not refrain from his comments.

For the record, due to the disruption of the meeting, Board President Jonasson Rosas ADJOURNED the meeting at 7:26 p.m.

C. RECEIVE INFORMATION & REPORTS

There were no items received for this section of the agenda.

BOARD/SUPERINTENDENT COMMUNICATION

Board/Superintendent communications did not take place.

D. ADJOURNMENT

Board President Jonasson Rosas ADJOURNED the meeting at 7:26 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

February 16, 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 February 16, 2022, there were present Board Members Cazares, Davis, Islas, Major Slatik, Thomas, and Board President Jonasson Rosas. Superintendent Dr. Nelson was also present. The Trustee Area 5 seat is vacant.

Board President Jonasson Rosas CONVENED the Regular Board Meeting at 4:46 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 meeting to Open Session at 5:46 p.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 on a Workers' Compensation settlement for Corina Lacy Case No. 2015-0519, by a vote of 6-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Islas, Major Slatik, Thomas, and Board President Jonasson Rosas. The Trustee Area 5 seat is vacant.

PLEDGE OF ALLEGIANCE

Mr. David Chavez led the flag salute.

HEAR Report from Superintendent

- Recognized Trustee Davis for upcoming honor at the Fresno Kiwanis Annual Women's Appreciation Luncheon.
- Recognized the Career Technical Education team, especially Kristen Boroski, for their \$2 million dollar grant award from the Strong Workforce Program. These funds will specifically support efforts to improve equity and access for disproportionately impacted students in CTE pathways.
- Recognized Principal Summer Gaston Gehris. Tomorrow, the City of Fresno will put forth a proclamation for "Summer Gaston Day". Councilmember Chavez is

HEAR Report from Superintendent - continued

- recognizing Summer's amazing work in Fresno Unified for over 22 years, continuing the legacy of several generations of Gastons serving in Fresno Unified. Her Uncle, Rutherford "Bud" Gaston is the namesake of Gaston Middle School and the first African American administrator in our district. Summer's work as a champion for African American Youth, including being a Black Student Union Advisor, is being recognized and honored as well.
- Reminded seniors that scholarship applications are due March 01,2022. Seniors can talk to their counselor and complete their application online.
- Reminded classified staff, as of yesterday all classified staff are invited to register for the Classified Skills-Based Conference on January 28. Sessions will cover topics related to classroom support and computer skills. Registration is available through iAchieve.
- Reminded all staff to be aware of recent increases in phishing attempts. Sometimes phishing emails come from a district employee's email address and it's difficult to block those emails. Superintendent asked for staff's help in keeping our district safe and keeping your personal information secure. There are a couple of things each staff member can do right away. First, make sure you're using a complex password that's a mix of words and numbers that only you would know. Next, look carefully at every email, both internal and external. Don't take action on an email that you aren't expecting. The latest phish, for example, asked for last year's Adjusted Gross Income from your tax return. That's a great example of something that isn't expected and wouldn't be requested by Fresno Unified. If you are suspicious about an email, forward it to phishing@fresnounified.org. The IT team will review the email, and let you know how to proceed. If you don't trust an email, simply delete the email. For more information on phishing and examples of phishing messages, visit cybersecurity.fresnounified.org.
- Reminded the last two opportunities to engage in the district's community roundtables, which in turn inform budget decisions and the Local Control and Accountability Plan. Thursday, February 16, 2022 is our Hmong virtual community roundtable and Thursday, February 22, 2022 is our Spanish virtual community roundtable.
- Superintendent ended his remarks by sharing Samantha Gonzalez's episode of Faces of Fresno Unified and thanked her, as well as all Child Welfare and Attendance Specialists for their important work.

For the record, Board Member Major Slatik called for a Point of Order.

On a motion by Board Member Major Slatik, seconded by Board Member Thomas the Board voted to return Board/Superintendent Communications to the Board Agenda. The motion did not carry, by a roll call vote of 3-3-0-0, as follows: AYES: Board Members: Davis, Major Slatik, and Thomas. NOES: Board Members: Cazares, Islas, and Board President Jonasson Rosas. The Trustee Area 5 seat is vacant.

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 summary of topic is as follows:

1. Steven Ayala: Commented he has been negotiated out of the Project Labor Agreement and referenced page 151, section 14.2.a of the agreement.

On a motion by Board Clerk Islas, seconded by Board Member Thomas, the Consent Agenda, with the exception of Agenda Items A-9a, A-10 and A-12, which were pulled for further discussion, was approved by a roll call vote of 6-0-0-0, as follows: AYES: Board Members: Cazares, Davis, Islas, Major Slatik, Thomas, and President Jonasson Rosas. The Trustee Area 5 seat is vacant.

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
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, APPROVE Minutes from Prior Meetings
APPROVED as recommended, the draft minutes for the January 12 and January 19, 2022 Regular Board meetings.

A-4, APPROVE Agreements with Black Students of California United for Middle and High School Student Conferences
APPROVED as recommended, two agreements with Black Students of

A. CONSENT AGENDA - continued

California United for the purpose of providing a one-day leadership conference for African American middle school students and a three-day conference for high school students.

A-5, APPROVE Agreement with Presence Learning, Inc.

APPROVED as recommended, an agreement with Presence Learning, Inc. to provide eLearn Academy, JE Young Academic Center, Figarden Elementary School, and Wawona Middle School with a total of 3.0 FTE School Psychologist services.

A-6, APPROVE Agreement with CPS HR Consulting

APPROVED as recommended, an Independent Contractor Services Agreement for CPS HR Consulting.

A-7, APPROVE New 2021/22 Career Technical Ed/Vocational Ed Teachers, Lori Ann Infant Center, Teachers on Special Assignment, and Pre-Kindergarten Teachers Salary Schedules (8.5 hours)

APPROVED as recommended, new 2021/22 Career Technical Ed/Vocational Ed Teachers, Lori Ann Infant Center, Teachers on Special Assignment, and Pre-Kindergarten Teachers Salary Schedules (8.5 hours).

A-8, APPROVE Revised 2021/22 Career Technical Ed/Vocational Ed Teachers, Lori Ann Infant Center, Teachers on Special Assignment, and Pre-Kindergarten Teachers Salary Schedules (8.5 hours)

APPROVED as recommended, revised 2021/22 Career Technical Ed/Vocational Ed Teachers, Lori Ann Infant Center, Teachers on Special Assignment, and Pre-Kindergarten Teachers Salary Schedules (8.5 hours) which reflect the agreed upon 4%.

A-9, APPROVE Position and Revised Job Description for Director, Risk Management, Salary Placement for Chief Executive from E-33 to E-32, and Respective Classified Management 261 Duty Day Salary Schedule

APPROVED as recommended, a revision to the Job Description for Director, Risk Management and revision to the Classified Management 261 Duty Day Salary Schedule adding the position of Director, Risk Management and Revising the Salary Placement for Chief Executive from E-33 to E-32.

A-9a, APPROVE Revised Job Description for Executive Director, Health Services

APPROVED as recommended, the revised job description for Executive Director, Health Services.

For the record, Board Members had comments/questions pertaining to Agenda Item A-9a. A summary is as follows: Requested clarity as to the reason for the revisions to this job description. Requested clarity as to who previously held the

A. CONSENT AGENDA - continued

position. Concerned about the removal of the health and administrative services credential; commented on the need for the candidate to be broad in thinking beyond medical care of students, example provided was the need to share out nutritional policies to families of the district, someone who has the broader understanding of working within a school district. Deputy Superintendent Her was available to provide clarity.

On a motion by Board Member Cazares, seconded by Board Member Thomas, Agenda Item A-9a was approved by a vote of 6-0-0-0, as follows: AYES: Board Members: Cazares, Davis, Islas, Major Slatic, Thomas, and Board President Jonasson Rosas. The Trustee Area 5 seat is vacant.

A-10, APPROVE Award of Bid 22-18, Ewing and Turner Elementary Schools Unit Ventilation, EMS, and Central Plant Equipment Replacement

APPROVED as recommended, information on Bid 22-18, to improve classroom ventilation and heating/air conditioning by replacing unit ventilators, energy management systems, and central plant equipment at Ewing and Turner Elementary Schools.

For the record, Board Members had comments/questions pertaining to Agenda Item A-10. A summary is as follow: Requested clarity as to the Minimum Efficiency Requirement Ventilation (MERV) technology. Requested clarity as to timeline of when the upgrades will be complete. Requested clarity as to if HEPA filters will be used. Requested clarity as to capability of items the district chose to use. Requested clarity as to how much air is moved by systems. Chief Operations Officer Temple was available to provide clarity.

On a motion by Board Member Major Slatic, seconded by Board Member Thomas, Agenda Item A-10 was approved by a vote of 6-0-0-0, as follows: AYES: Board Members: Cazares, Davis, Islas, Major Slatic, Thomas, and Board President Jonasson Rosas. The Trustee Area 5 seat is vacant.

A-11, APPROVE Grant Application to the 2022 Fresh Fruit and Vegetable Program **APPROVED as recommended**, a grant application to the 2022 Fresh Fruit and Vegetables Program (FFVP) through the California Department of Education.

A-12, APPROVE Project Labor Agreement by and Between Fresno Unified School District and Fresno, Madera, Kings and Tulare Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions for the Construction of the Francine and Murray Farber Educational Campus; and APPROVE Award of Bid 22-21, Francine and Murray Farber Educational Campus

APPROVED as recommended, the Project Labor Agreement (PLA) between Fresno Unified School District and the Fresno, Madera, Kings and Tulare

A. CONSENT AGENDA – continued

Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions, for construction of the Francine and Murray Farber Educational Campus. **APPROVED as recommended**, information on Bid 22-21, recommended for award in conjunction with the PLA to construct the new 82,000 square foot Farber Campus at the district-owned site at Ventura Avenue and 10th Street.

For the record, Board Members had comments/questions pertaining to Agenda Item A-12. A summary is as follows: Requested clarity as to how much of the money in a contract that is part of the Project Labor Agreement never touches the local economy. Requested Project Labor Agreements be constructed with language that benefits the local economy. Requested an address list be provided which shows where employees of this project live, to help show with fidelity the amount of resources staying in the local economy. Requested clarity as to if the agreement has a benefits portability clause, as well as language stating non-union apprentices are excluded and apprentice language is joint only. Requested clarity as to district student participation in this project. Requested clarity as to if a discussion regarding change orders had taken place with the contractors. Chief Operations Officer Temple, Executive Director Belanger, Executive Director Loorz, and Assistant Superintendent Ward were available to provide clarity.

On a motion by Board President Jonasson Rosas, seconded by Board Member Thomas Agenda Item A-12 was approved by a vote of 5-1-0-0, as follows: AYES: Board Members: Cazares, Davis, Islas, Thomas, and Board President Jonasson Rosas. NOES: Board Member Major Slatic. The Trustee Area 5 seat is vacant.

A-13, RATIFY Retiree Contract for Teacher at Fresno Adult School

RATIFIED as recommended, a Retiree Contract for a part-time teacher at FAS to support Fresno Unified School District for the 2021/22 school year.

A-14, RATIFY an Agreement Between Fresno Unified School District Early Learning Department and Fresno County Superintendent of Schools

RATIFIED as recommended, an agreement between Fresno Unified School District Early Learning Department and Fresno County Superintendent of Schools from July 01, 2021, through June 30, 2022.

B. CONFERENCE/DISCUSSION AGENDA

B-15, PRESENT and DISCUSS the Fresno Unified School District Supplement to the Local Control and Accountability Plan and the Federal Addendum

OPPORTUNITY for Public Comment on Agenda Item B-15

For the record, the Board received zero requests to address the Board on Agenda Item B-15.

B. CONFERENCE/DISCUSSION AGENDA - continued

For the record, Board members has comments/questions pertaining to Agenda Item B-15. A summary is as follows: Requested clarity as to the English learner reclassification data and the timeline to receive the district's information. Requested clarity as to supports in place to ensure more students are reclassified. Requested clarity as to how the district accounts for students enrolled with e-Learn Academy and how fidelity will be monitored. Requested clarity as to how the district is planning for a recession. Executive Officer Townsend, Chief of Equity and Access Sanders, and Instructional Superintendent Toscano were available to provide clarity.

B-16, PRESENT and DISCUSS the 2022/23 Strategic Budget Development

OPPORTUNITY for Public Comment on Agenda Item B-16

For the record, the Board received zero requests to address the Board on Agenda Item B-16.

For the record, Board members had comments/questions pertaining to Agenda Item B-16. A summary is as follows: Requested clarity as to information on Slide No. 4 pertaining to dual enrollment, what dual enrollment looks like today and what it will look like in eighteen months. Requested a board communication on dual enrollment. Requested clarity as to what will be done for facilities with the addition of new staff. Requested clarity as to what can be done to get dual enrollment across the district into middle and high schools. Chief Financial Officer Danisi, Superintendent Dr. Nelson, and Chief of Communication Henry were available to provide clarity.

C. RECEIVE INFORMATION & REPORTS

For the record, the Board was in receipt of two items as follows:

C-17, RECEIVE the Fresno Unified School District Second Quarterly Investment Report for Fiscal Year 2021/22

C-18, RECEIVE the 2022 Ballot for the California School Boards Association Delegate Assembly

OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS

For the record, the Board received 25 requests to address the Board during Unscheduled Oral Communications. The individual's name along with a summary of topic are listed as follows:

1. Kevin Hall: Media relations.
2. Karen Steed: In class instruction/e-Learn.

OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS - continued

3. Tammy Rae: Past board meeting conduct and vaccine concerns.
4. Jamie Roberts: Son's missed class time and concerns with COVID vaccines and testing.
5. Mrs. Bailey: Referenced Board member conduct at last meeting.
6. Mrs. Smith: Referenced an article regarding the COVID vaccine.
7. Norman Schuurman: Referenced Board Member conduct at last meeting.
8. Erin Schuurman: Provided the Board a Notice of Demand.
9. Josh Fulfer: Commented on security measures in place.
10. Eric Rollins: Encouraged Board Members to read the Brown Act. Commented on Board Member conduct.
11. Renee Powers: Commented on security measures in place. Referenced Board Member conduct at last meeting.
12. Marycela Pacheco: Commented on grade level of graduating students.
13. Ted Laurent, Jr.: Spoke against liberalism and progressivism.
14. Teresa Tarazi: Commented people will come after the Board Members with every law available.
15. Jessica: Did not come to podium.
16. Jessie Wedam: Did not come to podium
17. Trae Bojorquez: Opposition to the mask mandate.
18. Andrew Fabela: Commented on how he will act at the Board dais if elected.
19. Angelane Avila: Opposition to vaccinations. Provided worksheet of COVID deaths versus traditional vaccines.
20. Betty Caster: Bullying at school and opposition to the mask mandate.
21. Griffith Duncan: Opposition to the mask mandate.
22. Alicia Duncan: Opposition to the mask mandate.
23. Todd Duncan: Opposition to the mask mandate.
24. Jose Russomano: Commented on insurance companies not paying doctor bills of patients who have received the vaccine and then developed medical issues from the COVID vaccine.
25. Harold Harris: Opposition to the mask mandate.

D. ADJOURNMENT

Board President Jonasson Rosas ADJOURNED the meeting at 8:36 p.m.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 09, 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 Graduation Agreements for the Class of 2022

ITEM DESCRIPTION: Included in the Board binders are four independent contractor services agreements and tentative schedules for the Class of 2022 graduation ceremonies. The agreements include facilities, health/safety protocols, audio-visual services, staging, additional seating, live-stream, and photography to host the graduation ceremony at three main sites: McLane Stadium, Save Mart Center, and the Saroyan Theatre. Design Science, McLane, Rata, and the Adult Transition Program will host graduation ceremonies at their own sites. Duncan will utilize McLane Stadium this year for their graduation ceremony. Fresno Adult School, DeWolf, J.E. Young, Cambridge, and Patiño will host graduation at the Saroyan Theatre June 02 and June 06, 2022. Bullard, Edison, Fresno, Hoover, Roosevelt, and Sunnyside will host graduation at the Save Mart Center June 06 - 08, 2022.

Following Board approval of agreements, the included 2022 graduation schedule will be posted at www.fresnounified.org.

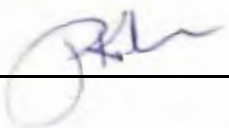
FINANCIAL SUMMARY: Sufficient funds in the amount of \$263,864 are available in the Student Engagement budget.

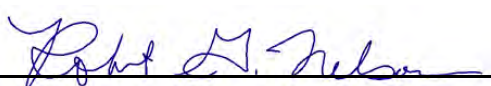
PREPARED BY: Leslie Loewen
Manager III, Student Engagement

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

ASM Global - Save Mart Center

2650 E Shaw Avenue, Fresno, CA 93710

Vendor Name

Address

559-278-3401

Sean McElhinney

Phone Number

Vendor Contact

From: March 10, 2022

Through: June 8, 2022

Term (Duration)

FUSD Contract Administrator:

Student Engagement

559-457-3674

Leslie Loewen

Site/ Dept

Telephone number

Name

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

030-0675-0725-1981-5110

Annual Cost 157000

(Estimated Amount)

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

Yes ☐

No ☒

Scope of Work Summary:

The agreement includes rental of facilities, utilities, staffing, health/safety protocols, production, and staging to host the Class of 2022 High School Graduation Ceremonies for Bullard, Edison, Fresno, Hoover, Roosevelt, and Sunnyside June 6-8, 2022, and the African American Student Recognition Program on June 5, 2022.

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

03/09/22

Agenda Item #

(Contracts of \$15,000.00 or more)

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

Bryan D. Webb
Signed

2/17/22
Date

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

Andrew A. Laine
Signed

2/18/2022
Date

Please return signed contract to:
Leslie Loewen / Leticia deSantiago

Name

Student Engagement

Department



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

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

District Contact Person: Leslie Loewen, Manager III

Budget Manager Approval: _____

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

Contractor's Contact Person: Sean McElhinney

Contractor's Title: General Manager

Contractor's Telephone
Number: 559-278-3401

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

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

Contractor's Taxpayer ID# or
SSN#:

This Independent Contractor Services Agreement is made and entered into effective 03/10/22 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide _____

rental of facilities, utilities, staffing, health/safety protocols, production, and staging to host the Class of 2022 High School Graduation Ceremonies for Bullard, Edison, Fresno, Hoover, Roosevelt, and Sunnyside June 6-8, 2022, and the African American Student Recognition Program on June 5, 2022. See attached License Agreement.

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

3. Term. This Agreement shall begin on 03/10/22 , and shall terminate on 06/08/22 . 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 _____, Not to exceed 157000 . Checks will be made payable to ASM Global - Save Mart Center . Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

5. Incidental Expenses. ☐ Yes (See below) ☒ No, Vendor initial here SPM

- a. Lodging 0 _____ Actual cost of single occupancy. Not to exceed \$100 per night. *Receipt Required.
- b. Meals 0 _____ Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch\$18.30, Dinner\$30.50. *Receipt Required.
- c. Travel 0 _____ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d. Supplies 0 _____ As negotiated with school/department contracting for service.
- e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): 157000
- f. Other 0 _____

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

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

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

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

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

Contractor's initials SPM

District's initials AM

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 SPM 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: ASM Global - Save Mart Center

Name: Sean McElhinney

Address:
2650 E Shaw Avenue
Fresno, CA 93710

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

ASM Global - Save Mart Center

Sean P McElhinney
Sean P McElhinney (Feb 10, 2022 11:21 PST)

Name: Sean McElhinney , *Title:* General Manager

Feb 10, 2022

Date

Approved As To Form:

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

2/18/2022
Date

FY22 GRAD SAVEMART

Final Audit Report

2022-02-10

Created:	2022-02-04
By:	Leticia deSantiago (leticia.desantiago@fresnounified.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI6BV7S7ctr77jSnkLVdrK3nxvKi8Lr6Q

"FY22 GRAD SAVEMART" History

-  Document created by Leticia deSantiago (leticia.desantiago@fresnounified.org)
2022-02-04 - 7:31:13 PM GMT- IP address: 206.78.212.250
-  Document emailed to Sean P McElhinney (smcelhinney@savemartcenter.com) for signature
2022-02-04 - 7:33:16 PM GMT
-  Email viewed by Sean P McElhinney (smcelhinney@savemartcenter.com)
2022-02-06 - 7:17:57 AM GMT- IP address: 104.28.123.72
-  Document e-signed by Sean P McElhinney (smcelhinney@savemartcenter.com)
Signature Date: 2022-02-10 - 7:27:40 PM GMT - Time Source: server- IP address: 129.8.16.117
-  Agreement completed.
2022-02-10 - 7:27:40 PM GMT

**SAVE MART CENTER AT FRESNO STATE
LICENSE AGREEMENT**

THIS AGREEMENT (“AGREEMENT”), made this 15th day of November 2021, by and between ASM GLOBAL, a Pennsylvania General Partnership (ASM GLOBAL), hereinafter referred to as LICENSOR, with an address of 2650 E. Shaw Avenue, Fresno, California 93710, as agent for California State University, Fresno Association, Inc., and Fresno Unified School District, hereinafter LICENSEE, whose address is 2309 Tulare Street, Fresno, CA 93721-2287.

WITNESSETH

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

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

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

LICENSEE shall pay for all staffing expenses, including but not limited to, event coordinator, ticket takers, ushers, peer security, uniform security, law enforcement, medical services, event receptionist, engineers, operations and maintenance, cleaning services, any other personnel required for the operation of the events, and phone lines. Total expenses for the abovementioned expense categories shall not exceed \$95,000.

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

Total expenses for the above mentioned expense category is estimated at \$33,000. Actual event expenses may differ from the estimate and added charges will apply for any additional equipment or services required or requested by your event. Added charges will be billed after the event.

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

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

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

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

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

Workmen's Compensation (statutory)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LICENSEE:

Fresno Unified School District

Name of Company

Signature of Authorized Officer

Printed Name of Authorized Officer

Telephone Number

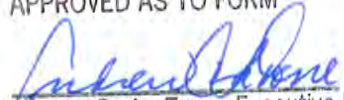
LICENSOR:

ASM GLOBAL

Name of Company

Sean McElhinney
General Manager

APPROVED AS TO FORM



Andrew De La Torre, Executive Director
Benefits & Risk Management



SAVE MART
CENTER
AT FRESNO STATE

EXHIBIT A STAFFING / EQUIPMENT /SERVICES RATE SCHEDULE

EVENT STAFFING

Event Coordinator	\$ 250.00 /event
Patron Service Manager	\$ 38.67 /hr.
Usher Supervisor	\$ 23.71 /hr.
Ticket Taker Supervisor	\$ 23.71 /hr.
Guest Services Representative	\$ 23.71 /hr.
Usher	\$ 22.25 /hr.
Ticket Taker	\$ 22.25 /hr.
Ticket Seller	\$ 23.00 /hr.
Event Receptionist	\$ 23.71 /hr.
Parking Attendant	\$ 23.00 /hr.
Parking Supervisor	\$ 24.50 /hr.
Audio/Visual Technician	\$ 26.75 /hr.
Engineer	\$ 37.25 /hr.
Operations/Conversion Sup.	\$ 24 /hr.
Operations/Conversion Staff	\$ 23.71 /hr.
Event Peer Security Manager	\$ 31.07 /hr.
Event Peer Security Supervisor	\$ 29.28 /hr.
Event Peer Security Guard	\$ 26.71 /hr.
Uniformed Security Guard	\$ 27.58 /hr.
Police Officers	Actual charges from PD
Ambulance (incl. 2 staff)	\$ 160.00 /hr.
Paramedic	\$ 80.00 /hr.
EMT	\$ 80.00 /hr.
Fire Watch (per person)	\$ 237.39 /hr.
Housekeeping Supervisor	\$ 23.00 /hr.
Housekeeping Staff	\$ 21.50 /hr.

POST-EVENT CLEANING

Daily attendance	Per Patron
0 to 2,000	\$1.25
2,001 to 3,000	\$1.07
3,001 to 5,000	\$1.00
5,001 to 7,500	\$0.94
7,501 to 10,000	\$0.83
10,001 to 12,500	\$0.71
12,501 to Cap.	\$0.67

DIRT EVENTS – EXTRA CLEANING CHARGE

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

Rates subject to change

STAGE LABOR

IATSE Local 158 - Fresno

See Exhibit B

FACILITY EQUIPMENT/SERVICES

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

Utilities Fee	\$ 1,500.00 /day
Utilities Fee - Floor only	\$ 500.00 /day



01-01-21

EXHIBIT B

STAGEHAND WAGE SCALE

EFFECTIVE September 1, 2021 – August 31, 2022

POSITION	HOURLY RATE	OVERTIME (1.5 Hourly Rate)*
STEWARD (A Steward is mandatory on calls w/ over ten workers)	\$31.49	\$47.23
DEPARTMENT HEADS	\$30.21	\$45.31
STAGEHANDS / GRIPS / WARDROBE	\$24.42	\$36.63
TRUCK LOADERS	\$28.27	\$42.41
UP / HEAD RIGGERS	\$42.01	\$63.02
DOWN RIGGERS	\$39.62	\$59.44
FORKLIFT and AERIAL EQUIPMENT OPERATORS	\$28.27	\$42.41
HOUSE / EVENT TECHNICIAN	\$30.84	\$46.26
ELECTRICIAN	\$30.21	\$45.31

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

** (Double Time: 3:00 a.m. – 6:00 a.m.)

TRADE SHOWS: The same rates shall apply in all positions

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

POSITION	PERFORMANCE “SHOW” CALL RATE	Hourly Rate	1/2 Hourly Rate
STEWARD	\$112.48	\$32.14	\$16.07
DEPARTEMENT HEAD	\$112.48	\$32.14	\$16.07
(Including: HOUSE LIGHT OPERATOR)			
STAGE HANDS / GRIPS	\$89.98	\$25.71	\$12.85
(Including: WARDROBE & HAIR STYLISTS)			
SPOTLIGHT OPERATOR (House)	\$96.72	\$27.63	\$13.82
SPOTLIGHT OPERATOR (Truss)	\$106.60	\$30.46	\$15.23
PYRO – TECHNICIAN (assistant)	\$112.48	\$32.14	\$16.07
TECHNICAL DIRECTOR	\$140.99	\$40.28	\$20.14
CAMERA OPERATOR	\$106.60	\$30.46	\$15.23

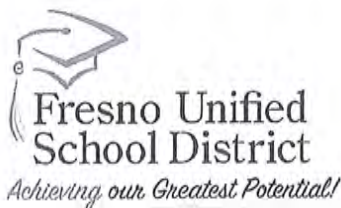
1. Add \$20.00 per performance for stagehands, which are required to be “in costume” and on stage during the performance)
2. Shows that are “Commercially Filmed, Video Taped, Audio Recorded or Streamed Live to an audience outside of arena” shall require a Double Show Call rate during the “recorded” performance(s).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

43% will be added to the labor subtotal to cover Payroll Costs and Benefits. This rate is subject to change.

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

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





Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Fresno Convention and Entertainment Center

848 "M" Street, Fresno, CA 93721

Vendor Name

Address

559-621-8759

Theresa Kraus

Phone Number

Vendor Contact

From: March 10, 2022

Through: June 6, 2022

Term (Duration)

FUSD Contract Administrator:

Student Engagement

559-457-3674

Leslie Loewen

Site/ Dept

Telephone number

Name

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

030-0675-0725-1981-5110

Annual Cost \$ 39,864.00

(Estimated Amount)

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

Yes ☐

No ☒

Scope of Work Summary:

The agreement includes rental of facilities, utilities, staffing, health/safety protocols, production, and staging to host the Class of 2022 High School Graduation Ceremonies for Fresno Adult School, DeWolf, J.E. Young, Cambridge, and Patiño at the Saroyan Theatre on June 02 and June 06, 2022.

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

03/09/22

Agenda Item #

(Contracts of \$15,000.00 or more)

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

Guay D. Miller
Signed

Feb 16, 2022
Date

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

Andrew P. Dene
Signed

2/23/2022
Date

Please return signed contract to:

Leslie Loewen / Leticia deSantiago

Student Engagement

Name

Department



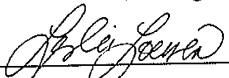
Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

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

District Contact Person: Leslie Loewen, Manager III

Budget Manager Approval: 

Contractor's Vendor Name: Fresno Convention and Entertainment Center

Contractor's Contact Person: Theresa Kraus

Contractor's Title: General Manager

Contractor's Telephone Number: 559-621-8759

Contractor's E-mail: Theresa.kraus@fresnoconventioncenter.com

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

Contractor's Taxpayer ID# or SSN#: 946000338

This Independent Contractor Services Agreement is made and entered into effective 03/10/22 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").


1. Contractor Services. Contractor agrees to provide _____

rental of facilities, utilities, staffing, health/safety protocols, production, and staging to host the Class of 2022 High School Graduation Ceremonies for Fresno Adult School, DeWolf, J.E. Young, Cambridge, and Patiño at the Saroyan Theatre on June 02 and June 06, 2022. See attached License Agreements.

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

3. Term. This Agreement shall begin on 03/10/22 , and shall terminate on 06/08/22 . 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 _____, Not to exceed \$ 39,864.00 . Checks will be made payable to Fresno Convention and Entertainment Ctr. 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): \$ 39,864.00
- f. Other \$ 0.00

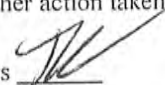
6. Employment. Are you a current FUSD employee? ☐ Yes ☒ No

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.

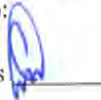
15. Indemnification and Hold Harmless. To the fullest extent allowed by law, the Contractor shall defend, indemnify and hold District, its agents, employees, Board of Trustees, members of the Board of Trustees, officials, officers, volunteers, and representatives ("Indemnities") free and harmless from 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: Fresno Convention and Entertainment Center

Name: Theresa Kraus

Address:

848 "M" Street
Fresno, CA 93721

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

Fresno Convention and Entertainment Center

Name: Theresa Kraus, Title: General Manager

Date

Approved As To Form:

Andrew De La Torre, Executive Director
Benefits and Risk Management

Date

FRESNO

Convention & Entertainment Center

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

USE LICENSE AGREEMENT

22-06-696-1286466

BY AND BETWEEN

ASM GLOBAL and Fresno Unified School District
"FUSD-Fresno Specialty Schools Graduation 2022"
"% Leslie Loewen

Contact: Leslie Loewen

Phone: 559.457.3674 Fax: N/A Email: leslie.loewen@fresnounified.org

Date of Contract: JANUARY 28, 2022

USE LICENSE AGREEMENT

THIS USE LICENSE AGREEMENT (together with the Exhibits attached hereto, the "Agreement") is dated as of JANUARY 28, 2022 by and between ASM GLOBAL, a Pennsylvania general partnership ("ASM GLOBAL"), and Fresno Unified School District whose current address is 2348 Mariposa Street, Fresno, CA 93721 (the "Licensee").

BACKGROUND

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

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

1. Use of the Facility.

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

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

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

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

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

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

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

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

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

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

2. Purpose.

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

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

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

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

3. Condition of Facility.

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

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

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

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

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

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

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

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

(c) Additional Equipment and Service Expenses.

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

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

(d) Complimentary Tickets. In addition to the License Fee, Broadcast Fee and Additional Equipment and Service Expenses, complimentary tickets for promotional purposes shall be available as follows: ASM GLOBAL shall receive FIFTEEN (15) complimentary tickets per performance for each engagement.

6. Payment Terms.

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

(b) Additional Equipment and Service Expenses After ASM GLOBAL's receipt of Licensee's floor plan and set-up description pursuant to Section 1(e) above, ASM GLOBAL shall deliver to Licensee an Event Resume, setting forth ASM GLOBAL's estimate of all expenses, which ASM GLOBAL will incur in connection with the Services. ASM GLOBAL shall deliver to Licensee an Event Settlement setting forth the expenses incurred for the services rendered by ASM GLOBAL either at the settlement or no later than 10 days after the conclusion of event. In the event the amount reflected in the Event Settlement exceeds the amount reflected in the Event Resume, Licensee shall promptly pay to ASM GLOBAL the amount of the excess. In the event the amount reflected in the Event Resume exceeds the amount reflected

in the Event Settlement, ASM GLOBAL will refund Licensee with the Event Settlement. Notwithstanding anything to the contrary set forth in this Agreement, ASM GLOBAL's failure to deliver either the Event Resume or the Event Settlement shall not excuse Licensee's obligation to pay any amounts due hereunder.

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

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

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

8. Records, Reports, and Audits.

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

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

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

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

10. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Indemnification.

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

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

12. Default, Termination and Other Remedies.

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

(b) Termination by Reason of Default. Upon a default pursuant to Section 12(a) hereof, the non-breaching party may, at its option, upon written notice or demand upon the other party, cancel and terminate the license granted in Section 1 hereof and the obligations of the parties with respect thereto. In addition to the foregoing, if Licensee fails to comply with any of the provisions of this Agreement, ASM GLOBAL may, in its sole discretion, delay and/or withhold payment and/or settlement of all accounts and funds related to monies collected or received by ASM GLOBAL for the benefit of Licensee hereunder until the completion of an investigation relating to such violation.

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

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

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

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

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

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

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

14. Covenants. Licensee hereby covenants as follows:

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

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

(c) Licensee shall not cause or permit any Hazardous Material to be used, stored, or generated on, or transported to and from the Facility. "Hazardous Material" shall mean, without limitation, those substances included within

the definitions of "hazardous substances", "hazardous materials", "toxic substances", or "solid waste" in any applicable state or federal environmental law.

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

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

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

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

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

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

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

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

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

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

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

hereby to produce evidence of such reports and payments to ASM GLOBAL, including evidence of compliance with the requirements of this paragraph to be provided to ASM GLOBAL in advance of any such Event. Provision of such evidence is a material condition of this Agreement. Licensee agrees to indemnify, defend, protect and hold harmless ASM GLOBAL and all other Indemnities (as defined in this Agreement) of and from all and all manner of Losses arising in any way from the use by Licensee of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing indemnity shall apply regardless of the means of publication or performance by Licensee, and shall include specifically and without limitation the use of recordings, audio broadcasts, video broadcasts, Works on other magnetic media, sounds or images transmitted via the worldwide web, chat rooms, web cast, or on-line service providers, satellite or cable, and all other publication or performance means whatsoever, whether now known or developed after the date of this Agreement.

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

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

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

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

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

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

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

(b) If Licensee cancels more than six (6) months but less than one (1) year before the first scheduled day of the Event, any amounts paid or owed to ASM GLOBAL attributable to the license fee as of such date shall be retained by ASM GLOBAL, and Licensee shall further pay one half of the License Fees described in Section 5 as liquidated damages.

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

19. Construction of this Agreement

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

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

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

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

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

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

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

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

20. Miscellaneous.

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

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

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

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

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

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

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

(f) Priority Booking Clause. In compliance with the booking policy of the Fresno Convention & Entertainment Center (FCEC) as adopted by the City of Fresno, California, the Licensee acknowledges and agrees that the specific date pattern as referenced in this License Agreement, is flexible, up to 14 months prior to the FUSD-Fresno Specialty Schools Graduation 2022

scheduled event. If the FCEC attracts a new Event to the City of Fresno utilizing the FCEC facilities and that also generates hotel- room nights for the City of Fresno; the combined economic impact of the new event, must exceed the FUSD-Fresno Specialty Schools Graduation 2022 date(s) revenues generated to the FCEC that would be impacted. The new event's combined economic impact will include anticipated sales tax, hotel tax, and FCEC facility revenues, based on verifiable historical data provided to FCEC. If these circumstances occur, ASM GLOBAL, as operator, reserves the right to move the FUSD-Fresno Specialty Schools Graduation 2022

to another date or venue per this license agreement, to a date pattern that would accommodate the new hotel-room night generating event. All rehearsals scheduled in this contract are bumpable with 30 days' notice to the Fresno Specialty Schools Graduation. ASM GLOBAL shall make best efforts to make available another venue within the FCEC.

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

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

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

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

ASM GLOBAL

By: _____

Name: THERESA KRAUS

Title: General Manager

Date: _____

Fresno Unified School District

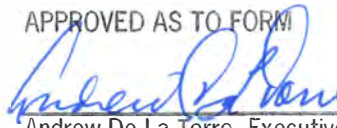
By: _____

Name: SANTINO DANISI

Title: Fresno Unified Chief Financial Officer

Date: _____

APPROVED AS TO FORM


Andrew De La Torre, Executive Director
Benefits & Risk Management

2/23/2022

EXHIBIT "A" TO USE LICENSE AGREEMENT

"Fresno Specialty Schools" – Leslie Loewen

2348 Mariposa Street, Fresno CA 93721

Contact: Leslie Loewen Phone: 559.457.3674 Fax: N/A e-mail: leslie.loewen@fresnounified.org

Authorized Area	Day	Date	Time of Use	Purpose
Saroyan Theatre	Thursday	Jun 02, 2022	4:00 AM – 11:59 PM	Move In/Event/Move Out

EXHIBIT "B" FINANCIAL SUMMARY REPORT

"Fresno Specialty Schools % Leslie Loewen
2348 Mariposa Street, Fresno CA 93721

Contact: Leslie Loewen Phone: 559.457.3674 Fax: N/A e-mail: leslie.loewen@fresnounified.org

Thu, June 02, 2022 | Saroyan Theatre

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

LICENSE FEE / RENT	
Move In/Event/Move Out: Thu, June 02, 2022 SAROYAN THEATRE (4:00AM – 11:59PM)	\$3,742
Overtime @ \$350/hr. (hours before 8am or after 11:59pm) (reflects noted time above of entry at 4AM for a/v)	\$1,400
Total Rent (Non Profit)	\$5,142
EQUIPMENT	
Spotlights @ \$500 each – ** (4) Available** - Does not include operator	TBD
CHAIRS: \$2/each QTY: 270	\$540
TABLES: \$15/each QTY: 10	\$150
Existing Performance Stage at N/C – Additional 4'x8' stage decks @ \$50/ea. QTY: 64	\$3,200
Audiovisual Equipment/Sound & Lights (Must be an FCEC approved vendor with operations/employment in Fresno County)	TBD
Backstage Electrical at No Charge. Any additional @ \$85/per 15A service	Included
SERVICES & PERSONNEL	
Event Staff (Ticket Taker, Ushers, Security) <i>Estimate only:</i>	\$2,800 (+/-)
Stagehands/Loaders @ current scale <i>Estimate only:</i>	\$6,050 (+/-)
BOX OFFICE	
Box Office: Ticketed Event processing \$3/per ticket issued to FUSD QTY: 2,350 (drop count '19: 2,601 tickets)	\$7,050
ESTIMATED EXPENSES WILL VARY BASED ON ACTUAL EVENT REQUIREMENTS	\$24,932

Estimated expenses of \$24,932 should not be considered the total cost for your event.

Combined Deposits required for your event: \$24,932

Payment Schedule

Amount due with your contract: \$12,466
Estimated Balance: \$12,466

Payment Due Dates

Signed Use License Agreement by **March 25, 2022**
Due on or before: April 01, 2022

- **House Sound:** Not available at the William Saroyan Theatre. A/V must be an approved FCEC vendor with operations in Fresno County.
- **Graduations Ticketed event:** Licensee shall use the services of FCEC exclusive ticket contractor, Ticketmaster, FCEC box office.
- **Merchandise Sales: 80/20 Soft; 90/10 CD, DVD – Artist Sells.** All merchandise sales of novelties, CDs, tapes, t-shirts, photographs, printed materials, etc., are coordinated through the FCEC. Please review your requirements with your Event Manager.
- **Ticketed Events:** *Rent is calculated at base rate vs. 10% percent gross ticket sales, whichever is greater.
- **Catering & Concession Services:** All food and beverages services, including alcohol, backstage catering and concessions are provided by FCEC exclusive caterer and concessionaire.
- **FCEC/ASM Global reserves the right to demand the balance of estimated expenses, 10 days prior to the event if box office ticket sales do not cover estimated expenses**



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Freestyle Event Services

1030 Carrier Parkway, Bakersfield, CA 93308

Vendor Name

Address

661-331-8574

Jared Perry

Phone Number

Vendor Contact

From: March 10, 2022

Through: June 8, 2022

Term (Duration)

FUSD Contract Administrator:

Leslie Loewen

Student Engagement

559-457-3674

Name

Site/ Dept

Telephone number

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

030-0675-0725-1981-5110

Annual Cost 13000

(Estimated Amount)

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

Yes ☒

No ☐

Scope of Work Summary:

The agreement includes audio/visual services and live stream access including equipment, technician, and delivery for McLane and Duncan Graduation Ceremonies on June 7 and 8, 2022 at McLane Stadium.

Date Item is to appear on Board of Education Agenda:

03/09/22

Agenda Item #

(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

Dawn D. Wells
Signed

2/17/22
Date

Reviewed & approved by Executive Director, Risk Management:

Andrew Baker
Signed

2/18/2022
Date

Please return signed contract to:
Leslie Loewen / Leticia deSantiago

Name

Student Engagement

Department



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

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

District Contact Person: Leslie Loewen, Manager III

Budget Manager Approval:

Contractor's Vendor Name: Freestyle Event Services

Contractor's Contact Person: Jared Perry

Contractor's Title: Owner

Contractor's Telephone
Number: 661-331-8574

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

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

Contractor's Taxpayer ID# or
SSN#:

This Independent Contractor Services Agreement is made and entered into effective 03/10/22 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide _____

audio/visual services and live stream access including equipment, technician, and delivery for McLane and Duncan Graduation Ceremonies on June 7 and 8, 2022 at McLane Stadium. See attached service quote.

2. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.
3. Term. This Agreement shall begin on 03/10/22 , and shall terminate on 06/08/22 . 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 _____, Not to exceed 13000 . Checks will be made payable to Freestyle Event Services . Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.
5. Incidental Expenses. ☐ Yes (See below) ☒ No, Vendor initial here JP
- a. Lodging 0 Actual cost of single occupancy. Not to exceed \$100 per night. *Receipt Required.
- b. Meals 0 Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. *Receipt Required.
- c. Travel 0 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d. Supplies 0 As negotiated with school/department contracting for service.
- e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): 13000
- f. Other 0
6. Employment. Are you a current FUSD employee? ☐ Yes ☒ No
7. CalPERS & CalSTRS. Are you a CalPERS or CalSTRS retiree? ☐ Yes ☒ No
8. California Residency. Contractor is a resident of the state of California: ☒ Yes ☐ No
9. Report Fraud, Waste and Abuse. By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at: <http://www.ppcpas.com/fresno-unified-fraud-alert>. The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.
10. Conflict of Interest. In consideration of the Districts Conflict of Interest Code, Contractor affirms they do not have, nor does the Contractor anticipate having any interest in real property, investments, business interest in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.
- Contractor's initials JP District's initials JP
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 JP

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: Freestyle Event Services

Name: Jared Perry

Address:
1030 Carrier Parkway
Bakersfield, CA 93308

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

Freestyle Event Services

Name: Jared Perry, Title: Owner

Date

Approved As To Form:

Andrew De La Torre, Executive Director
Benefits and Risk Management

Date



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

SHUTTERFLY LIFETOUCH, LLC

1016 Reno Ave Suite A, Modesto CA 95351

Vendor Name

Address

209-544-0610

Erika Bailey

Phone Number

Vendor Contact

From: March 10, 2022

Through: June 30, 2022

Term (Duration)

FUSD Contract Administrator:

Student Engagement

559-457-3674

Leslie Loewen

Site/ Dept

Telephone number

Name

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

030-0675-0725-1981-5110

Annual Cost 40000

(Estimated Amount)

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

Yes ☒

No ☐

Scope of Work Summary:

Photography services, print, and delivery of 5x7 photographs for approximately 4500 graduates at the seventeen (17) graduation ceremonies for the Class of 2022. The following schools will be hosting ceremonies where Lifetouch will be providing services: Bullard, Cambridge, DeWolf, Design Science, Duncan, Edison, Fresno Adult School, Fresno High, Hoover, JE Young, McLane, Patino, Rata, ATP, Roosevelt, and Sunnyside. Costs are estimated at \$40,000 (\$9/ea. for 4444 graduates)

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

03/09/22

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:

Leslie Loewen / Leticia deSantiago

Student Engagement

Name

Department



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

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

District Contact Person: Leslie Loewen

Budget Manager Approval: _____

Contractor's Vendor Name: SHUTTERFLY LIFETOUCH, LLC

Contractor's Contact Person: Erika Bailey

Contractor's Title: Territory Manager

Contractor's Telephone Number: 209-544-0610

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

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

Contractor's Taxpayer ID# or
SSN#:

This Independent Contractor Services Agreement is made and entered into effective 03/10/22 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide _____

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2. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.
3. Term. This Agreement shall begin on 03/10/22 , 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 _____, Not to exceed 40000 . Checks will be made payable to Shutterfly Lifetouch, LLC . Payment shall be limited to amount written in this of detailed invoice, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt
5. Incidental Expenses. ☐ Yes (See below) ☒ No, Vendor initial here CS
- a. Lodging 0 Actual cost of single occupancy. Not to exceed \$100 per night. **Receipt Required.*
 - b. Meals 0 Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. **Receipt Required.*
 - c. Travel 0 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
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 - f. Other 0
6. Employment. Are you a current FUSD employee? ☐ Yes ☒ No
7. CalPERS & CalSTRS. Are you a CalPERS or CalSTRS retiree? ☐ Yes ☒ No
8. California Residency. Contractor is a resident of the state of California: ☒ Yes ☐ No
9. Report Fraud, Waste and Abuse. By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at: <http://www.ppcpas.com/fresno-unified-fraud-alert>. The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.
10. Conflict of Interest. In consideration of the Districts Conflict of Interest Code, Contractor affirms they do not have, nor does the Contractor anticipate having any interest in real property, investments, business interest in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.
- Contractor's initials CS District's initials CS
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.
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13. Confidential Information

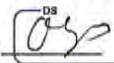

- a. For the purposes of this Agreement "Confidential Information" includes any written or oral information or data, disclosed by either Party to the other, which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, 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.
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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: SHUTTERFLY LIFETOUCH, LLC

Name: Erika Bailey

Address:
1016 Reno Ave Suite A
Modesto CA 95351

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

SHUTTERFLY LIFETOUCH, LLC


DocuSigned by:
 VP Sales
E4B02B021264466...

Name: _____, Title: _____

2/13/2022

Date

Approved As To Form:



Andrew De La Torre, Executive Director
Benefits and Risk Management

2/18/2022

Date



Fresno Unified School District

DRAFT

2022 High School Graduation Schedule

Day	Date	Grad Time	Practice	School	Location
Friday	May 20	TBD	-----	Design Science	FCC – OAB
Thursday	June 2	11:00 AM	10:00 AM	Fresno Adult H.S. & GED	Saroyan Theater
Thursday	June 2	3:30 PM	7:00 AM	DeWolf	Saroyan Theater
Thursday	June 2	5:30 PM	8:00 AM	J.E. Young & eLearn	Saroyan Theater
Thursday	June 2	7:30 PM	9:00 AM	Cambridge	Saroyan Theater
Friday	June 3	11:00 AM	-----	Rata	Rata Multi- Purpose
Friday	June 3	2:00 PM	-----	Adult Transition Program	ATP Multi-Purpose
Monday	June 6	4:00 PM	8:00 AM	Edison	Save Mart Center
Monday	June 6	7:00 PM	11:00 AM	Patiño	Saroyan Theater
Monday	June 6	8:00 PM	10:30 AM	Hoover	Save Mart Center
Tuesday	June 7	4:00 PM	8:00 AM	Sunnyside	Save Mart Center
Tuesday	June 7	7:30 PM	8:30 AM	McLane	McLane Stadium
Tuesday	June 7	8:00 PM	10:30 AM	Roosevelt	Save Mart Center
Wednesday	June 8	4:00 PM	8:00 AM	Bullard	Save Mart Center
Wednesday	June 8	7:30 PM	10:00 AM	Duncan	McLane Stadium
Wednesday	June 8	8:00 PM	10:30 AM	Fresno	Save Mart Center
	July TBD	-----	-----	Summer School	Roosevelt Auditorium

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 09, 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 the California School Boards Association Delegate Assembly Ballot

ITEM DESCRIPTION: Included for Board Member consideration is ballot material for candidates seeking election to the California School Boards Association (CSBA) Delegate Assembly for Subregion 10-B, Fresno County.

Ballot materials included with this agenda item consist of a memorandum from CSBA, a copy of the ballot, a list of delegates in the region, and biological sketch forms for the candidates.

The original signed ballot must be postmarked by the U.S. Post Office on or before Tuesday, March 15, 2022.

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

PREPARED BY: David Chavez,
Chief of Staff

DIVISION: Superintendent's Office
PHONE NUMBER: (559) 457-3566

CABINET APPROVAL: David Chavez

SUPERINTENDENT APPROVAL:





California School Boards Association

REQUIRES BOARD ACTION

Due: Tues. March 15—return ballot in enclosed envelope

January 31, 2022

MEMORANDUM

To: All Board Presidents and Superintendents — CSBA Member Boards
From: Dr. Susan Heredia, CSBA President
Re: 2022 Ballot for CSBA Delegate Assembly — **U.S. Postmark Deadline is Tues. March 15**

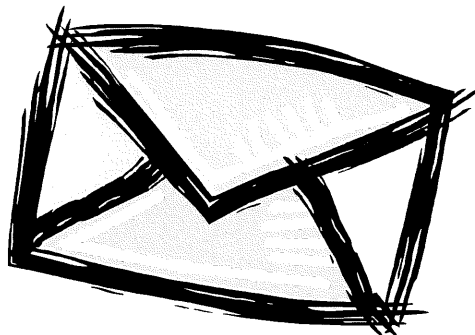
Enclosed is the ballot material for election to CSBA's Delegate Assembly from your region or subregion. It consists of: 1) the ballot (on red paper) listing the candidates, the reverse side of which contains the names of ALL current members of the Delegate Assembly from your region or subregion; and 2) the required candidate biographical sketch form and, if submitted, a resume. In addition, provided is a copy of the ballot on white paper to include with your board agenda. **Only the ballot on red paper is to be completed and returned to CSBA. It must be postmarked by the U.S. Post Office on or before Tuesday, March 15, 2022.**

Your Board may vote for up to the number of seats to be filled in the region or subregion as indicated on the ballot. For example, if there are three seats up for election, the Board may vote for up to three candidates. However, your Board may cast no more than one vote for any one candidate. The ballot also contains a provision for write-in candidates; their name and district must be clearly printed in the space provided.

The ballot must be signed by the Superintendent or Board Clerk and returned in the enclosed envelope; if the envelope is misplaced, you may use your district's stationery. Please write **DELEGATE ELECTION** prominently on the envelope along with the region or subregion number on the bottom left corner of the envelope (this number appears at the top of the ballot). If there is a tie vote, a run-off election will be held. Results will be published by May 11, 2022.

All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2022 – March 31, 2024. The next meeting of the Delegate Assembly takes place on Saturday, May 21 and Sunday, May 22, 2022. Please do not hesitate to contact the Executive Office at nominations@csba.org should you have any questions.

Encs: Ballot on red paper and watermarked "copy" of ballot on white paper
List of all current Delegates on reverse side of ballot
Candidate(s)' required Biographical Sketch Forms and optional resumes
CSBA-addressed envelope to send back ballots



**BALLOTS SHOULD BE RETURNED IN THE
ENCLOSED ENVELOPE; HOWEVER, SHOULD
THE ENVELOPE BECOME MISPLACED; PLEASE
USE YOUR STATIONERY AND RETURN TO:**

**CSBA
DELEGATE ASSEMBLY ELECTIONS
3251 BEACON BLVD.
WEST SACRAMENTO, CA 95691**

**ON THE BOTTOM LEFT CORNER OF THE
ENVELOPE, WRITE THE REGION OR
SUBREGION NUMBER (THIS NUMBER APPEARS
ON THE BALLOT AT THE TOP).**

REQUIRES BOARD ACTION

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office no later than **TUESDAY, MARCH 15, 2022**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box. *A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.*

OFFICIAL 2022 DELEGATE ASSEMBLY BALLOT
SUBREGION 10-B
(Fresno County)

Number of seats: 3 (Vote for no more than 3 candidates)

Delegates will serve two-year terms beginning April 1, 2022 - March 31, 2024

**denotes incumbent*

☐

Darrell Carter (Washington USD)*

☐

Gilbert Coelho (Firebaugh-Las Deltas USD)*

☐

Keshia Thomas (Fresno USD)*

Provision for Write-in Candidate Name

School District

Signature of Superintendent or Board Clerk

Title

School District Name

Date of Board Action

See reverse side for list of all current Delegates in your Region.

Delegate Assembly Biographical Sketch Form for 2022 Election



Deadline: Friday, January 7, 2022 | No late submissions accepted

This form is required. An optional, one-page, single-sided, résumé may also be submitted. Do not state "see résumé." Do not re-type this form. It is the candidate's responsibility to confirm that CSBA has received nomination materials prior to the deadline. Please submit completed form via e-mail to nominations@csba.org by no later than 11:59 p.m. on January 7, 2022. Forms may also be submitted via mail, to CSBA's Executive Office, at 3251 Beacon Blvd., West Sacramento, CA 95691, with a postmark of no later than January 7, 2022.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: _____ Date: January 5, 2022

Name: Darrell Carter CSBA Region & subregion #: 10B
District or COE: Washington Unified School District Years on board: _____
Profession: Executive Director for United Front Contact Number (☐ Cell ☐ Home ☐ Bus.): 5 5 9 3 0 1 1 8 0 8
Primary E-mail: dc2@prodigy.net
Are you an Incumbent Delegate? ☐ Yes ☐ No If yes, year you became Delegate: _____

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I previously served as a Delegate during my tenure as a Board Member for West Fresno Elementary School District. Following the unification of West Fresno Elementary and Washington Union High School districts. I have participated in the Legislative Day at the State Capitol and visited, along with former counterparts, many legislators to discuss CSBA's position on many of the pertinent issues related to education in California.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I have served 17 years as an Administrative Assistant to Mt. Zion Assemblies and I am the Executive Director for United Front Ministries. I have a Bachelor's Degree in Theology, a Masters in Human Services with an Executive Leadership prominence, a Master of Christian Theology and a Doctor of Christian Theology. I have completed the Masters in Governance program and have attended numerous CSBA training and events.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

I am and have been involved in various community based organizations that deal with many social difficulties that are characteristic in low socio-economic communities such as West Fresno. Among the organizations I am involved with are West Fresno Health Care Coalition, United One, Mary Brown Center, Salvation Army, Southwest Police precinct, various food distribution programs, and the Bring Broken neighborhoods Back to Life Initiative. I believe in being an advocate for students and those in our communities who need help the most. I regularly attend events at all schools within our district.

Delegate Assembly Biographical Sketch Form for 2022 Election



Deadline: Friday, January 7, 2022 | No late submissions accepted

This form is required. An optional, one-page, single-sided, résumé may also be submitted. Do not state "see résumé." Do not re-type this form. It is the candidate's responsibility to confirm that CSBA has received nomination materials prior to the deadline. Please submit completed form via e-mail to nominations@csba.org by no later than 11:59 p.m. on January 7, 2022. Forms may also be submitted via mail, to CSBA's Executive Office, at 3251 Beacon Blvd., West Sacramento, CA 95691, with a postmark of no later than January 7, 2022.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Gilbert F. Coelho Date: December 9, 2021

Name: Gilbert F. Coelho CSBA Region & subregion #: 10-b
 District or COE: Firebaugh-Las Deltas Unified School District Years on board: 37
 Profession: Retiree Contact Number (☒ Cell ☐ Home ☐ Bus.): 559-779-0275
 Primary E-mail: gcoelho@fldusd.org
 Are you an incumbent Delegate? ☒ Yes ☐ No If yes, year you became Delegate: 20

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

My involvement in CSBA has been in the local and county level. I have served on the CSBA Small Schools Committee. I have serviced as an executive Board member for the Fresno County Trustees Association for many years. I attend the CSBA meetings and conferences, read and research CSBA issues. I have served as a CSBA Delegate at the regional level since May 1, 2002 and am genuinely interested in continuing my service in providing a quality education for all students.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I have served on the local Board of Trustees since 1983 with a 1-1/2 year break. I have served a total of 35 years on the local school board. The district has doubled in size since its unification in 1976 and I have been instrumental in the development of moving our district forward. Due to significant increased growth we have provided many more classrooms, remodeled library media facilities, built a large multi-purpose building on our middle school campus and equipped two weight rooms to condition our athletes for competitive sports. We added a performing arts building to our high school campus and a music building at one intermediate site to keep up in our growing music and choir programs. We recently added a state of the art Culinary Arts Classroom where our students who are interested in pursuing a career in the culinary arts can get a first hand experience. We have numerous state and federal programs for our students. I am committed to increasing high standards for all students and improving teacher practices. In the past few years we have experienced a significant declining enrollment due to economic conditions in our rural agricultural community. We faced those challenging circumstances and made hard decisions with the district's budget, keeping in mind what was best for our students. Recently we were named #8 in the State of California for our Reading Scores by the California Reading Coalition.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

I am involved in all school related activities involving students, parents and community. I have served as president of the local Lions Club, the Firebaugh Service Club and have served on the St. Joseph Church Finance Council and Hospitality Committee. I am currently a member and past-president of the Firebaugh Rotary Club and member of St. Joseph Catholic Church. I volunteer to assist in community affairs such as the Community Harvest Festival and the annual Christmas Dinner. I have also served on the City/School Community Recreation Commission which oversees the communities youth activities. We established a coalition of three neighboring unified school districts with our West Hills College to provide job training for both our high school students and young adults on the West side. Local jobs require skills specific to the agricultural and state correctional facilities which will provide more employment and opportunities in our communities. I see one of the biggest challenges ahead as making sure that staff and students continue to be healthy and safe and on campus for in person instruction. Community involvement is important but staying current with new requirements is critical. CSBA has helped address this need through CSBA Daily News Roundups and most recently through the CSBA Annual Education Conference in San Diego.

Delegate Assembly Biographical Sketch Form for 2022 Election



Deadline: Friday, January 7, 2022 | No late submissions accepted

This form is required. An optional, one-page, single-sided, résumé may also be submitted. Do not state "see résumé." Do not re-type this form. It is the candidate's responsibility to confirm that CSBA has received nomination materials prior to the deadline. Please submit completed form via e-mail to nominations@csba.org by no later than 11:59 p.m. on January 7, 2022. Forms may also be submitted via mail, to CSBA's Executive Office, at 3251 Beacon Blvd., West Sacramento, CA 95691, with a postmark of no later than January 7, 2022.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if

elected. Signature:

A handwritten signature in black ink, appearing to read "Keshia Thomas", written over a horizontal line.

Date: 12/29/21

Name: Keshia Thomas

CSBA Region & subregion #: 10B

District or COE: Fresno Unified School District

Years on board: 3

Profession: E.D. for Saints Rest EDC **Contact Number** (☒ Cell ☐ Home ☐ Bus.): (559) 960-2292

Primary E-mail: keshia.thomas@fresnounified.org

Are you an incumbent Delegate? ☒ Yes ☐ No

If yes, year you became Delegate: 2019

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I am interested in learning more about the governance structure. I am also interested in becoming a key component of providing policy direction in the interest of all school districts. My entire career has been dedicated to education at every level. Education has not only been my passion but it has been the path for me to reach my goals. I have been a teacher, administrator, director of a successful education careers program, a board member, president of the board, board clerk, and member of the CSBA delegate assembly. I am looking forward to, again, being a great delegate and learning from senior delegates. I am an advocate for students and teachers as well as all other staff members involved in creating a mindset of college and career individuals who are moving towards being great citizens in society.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I have been president and clerk of the Fresno Unified School Board. I also sit on the Board of The Center for Advanced Research and Technology, Daily Charter school, Central Valley New Market Tax Credit, and the Mary Ella Brown Parks and recreation. I am also a member of the Women's Democratic Club, National Women's Political Caucus, West Fresno Democratic Club, Kennedy Club and Chair of the Youth and Young Adults committee of Black Women Organized for Political Action (BOWAPA).

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

One of the biggest hurdles we face in most school districts is equity across the board. In order to address equity we first have to admit many of us have the same problem and then find a solution that fits and own it. We can no longer use the word buy in because the problem with that is people can buy out. But when you own something you put everything you have into making it the best it can be.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 09, 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 Memorandums of Understanding between Fresno Unified School District and Aspen Meadow Public School, Aspen Valley Prep Academy, Sierra Charter School and University High School

ITEM DESCRIPTION: Included in the Board binders is a copy of the Memorandums of Understanding (MOUs) between Fresno Unified and the following charter corporate entities:

- Aspen Public Schools Incorporated, which operates Aspen Valley Prep Academy and Aspen Meadow Public School;
- Sierra Charter School; and
- University High School.

The MOUs detail the relationship between the district, the charter corporate entity, and the charter school regarding operations, oversight, and monitoring.

The Fresno Unified School Board approved the aforementioned charter schools for a term of five years, beginning in 2017 through June 30, 2022. With the passage of AB130 on July 09, 2021 and amended *California Education Code (EC)* Section 47607.4, the terms for these charter schools were granted an automatic extension of two years until June 30, 2024. With the current MOUs being coterminous with the term of the Charters, the proposed MOUs have been updated with the language reflecting updates in legislation for the extended term.


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

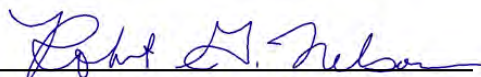
PREPARED BY: Felicia Olais, Manger I

DIVISION: Curriculum and Instruction
PHONE NUMBER: (559) 457-3731

CABINET APPROVAL: Kim Mecum
Chief Academic Officer

SUPERINTENDENT APPROVAL:


P Kim mecum (Feb 17, 2022 16:40 PST)



MEMORANDUM OF UNDERSTANDING
By and Between
FRESNO UNIFIED SCHOOL DISTRICT
And
ASPEN PUBLIC SCHOOLS INCORPORATED
July 1, 2022– June 30, 2024

This Memorandum of Understanding (the “Agreement”) is made and entered into this ____ day of _____, 2021, by and between the Fresno Unified School District (hereinafter “the District”) and Aspen Public Schools Incorporated, a California nonprofit public benefit corporation (hereinafter “Charter Corporation”). Hereinafter, the District and Charter Corporation shall be collectively referred to as “the Parties.”

I. RECITALS

- A. The Fresno Unified School District is a school district existing under the laws of the State of California.
- B. The State of California enacted the Charter Schools Act of 1992 (hereinafter the “Act”) authorizing the formation of charter schools with the intent that the schools improve pupil learning; increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low achieving; encourage the use of different and innovative teaching methods; create new professional opportunities for teachers; provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system; and are held accountable for meeting measurable pupil outcomes.
- C. Charter Corporation is a nonprofit public benefit corporation that manages and operates Aspen Meadow Public School (hereinafter “Charter School”), a public charter school existing under the laws of the State of California and under the supervisory oversight of the District. Unless otherwise stated, for the purposes of this Agreement, the terms Charter School and Charter Corporation may be used interchangeably, with the duties and responsibilities of Charter School and Charter Corporation being the same under this Agreement.
- D. The Act authorizes the District to grant charter petitions under specified circumstances. The District had approved a charter petition for Charter School for a five-year period from July 1, 2017 through June 30, 2022. Pursuant to Education Code section 47607.4, Charter School has had the term for its charter petition extended by two years through June 30, 2024 (hereinafter “the Charter”).
- E. Charter Corporation shall be responsible for, and have all rights and benefits attributable to, Charter School as further outlined herein. Charter Corporation is responsible for Charter School’s compliance with the terms of the Charter and with this Agreement.
- F. The Parties agree that no single party to this Agreement waives any of the rights, responsibilities and privileges established by the Charter Schools Act of 1992, which may change from time to time during the term of this Agreement.
- G. The fundamental interest of the District is, on a continuing basis, to be reasonably assured that Charter Corporation is: (1) successfully implementing the provisions of the Charter, as granted; (2) obeying all requirements of federal, state, and local law that apply to Charter School; (3)

operating prudently and soundly in all respects; and (4) providing a sound educational program for Charter School's students.

- H. The Parties recognize and agree that Charter School shall not charge tuition, shall be nonsectarian in its programs, admission policies, employment practices, and all other operations, and shall not discriminate against a pupil on the basis of any of the protected categories set forth in Education Code § 220.
- I. The Parties recognize that there are matters related to the operation of Charter School and the effective oversight of Charter Corporation that go beyond the provisions included in the Charter or that need further clarification. The District also acknowledges that the operation of Charter School is to be solely carried out by Charter Corporation. This Agreement is intended to address those matters that have not been covered in the Charter and to provide guidance on the oversight policies and procedures of the District. Further, this Agreement is intended to outline the Parties' agreements governing their respective fiscal and administrative responsibilities and their legal relationship.
- J. If the terms of this Agreement conflict with the terms of the Charter, this Agreement will control while the District and Charter Corporation negotiate any necessary amendments to the Charter to achieve consistency.

II. AGREEMENTS

A. Terms

1. This Agreement will govern the relationship between the District and Charter Corporation regarding the operation of Charter School.
2. Any modification of this Agreement must be in writing and executed by duly authorized representatives of both Charter Corporation and the District.
3. The duly authorized representative of Charter Corporation is the Executive Director, or any designee thereof.
4. The duly authorized representative of the District is the Superintendent or any designee thereof.
5. All communication regarding any aspect of the operation of Charter School shall be initiated by Charter Corporation with the Superintendent, unless the Superintendent delegates this function to another officer of the District. The authority of the Superintendent shall be as determined by the Board of Trustees of the District. The Board of Trustees shall approve all formal District actions related to oversight and monitoring of Charter School.
6. The term of this Agreement shall be coterminous with the term of the Charter granted to Charter School. This Agreement is subject to approval by the respective Governing Boards of the District and Charter Corporation. The Parties shall, however, review the terms of this Agreement annually and, by February 1 of each year, present proposed revisions to the Agreement. If the Parties cannot agree to the proposed revisions by April 30 of that year, the existing Agreement will continue in effect until mutually modified. Nothing in this Section shall prevent either party from suggesting, proposing or agreeing to a revision to this Agreement at any time during the year.

7. Upon termination or revocation of the Charter, this Agreement shall expire.
8. Should Charter School fail to comply with the conditions of the Charter, the District shall have the right to revoke the Charter in accordance with Education Code § 47607 and its applicable regulations.
9. This Agreement is subject to early termination only as set forth herein or as otherwise permitted by law. Renewal of the Charter shall be based, in part, on compliance with the terms set forth in this Agreement, the District policy, and applicable law.

B. Operation of Charter School

1. Charter School is a public charter school that shall be operated pursuant to the Charter, plus specific approved conditions, if any.
2. Charter School is authorized by the District to operate with grades TK-6.
3. As of the effective date of the Charter, and subsequently at all times it is operational, Charter School and/or Charter Corporation will post and/or update the required information, including that set forth below, on Charter School's and/or Charter Corporation's website. Charter School and/or Charter Corporation will update the posting within ten (10) days whenever the information changes.
 - a. The names and contact information for the principal contacts for Charter School; and
 - b. The names and contact information for Charter School's and/or Charter Corporation's management/operational leadership and for Charter School's and/or Charter Corporation's Board of Directors.
4. Charter School and/or Charter Corporation will provide the District with written notice whenever information changes, including any change in the directors, officers, administrators, and management whenever the information changes, in no event later than ten (10) days after the change.

C. Governance

1. Charter School will operate consistent with Education Code § 47604(a) and (b). Charter Corporation acknowledges, as is stated in its Charter, that it is a separate legal entity and the District is not liable for the debts and/or obligations of Charter Corporation or Charter School or for claims arising from the performance of acts, errors, or omissions by Charter Corporation or Charter School per Education Code § 47604(d).
2. The Parties further recognize that consistent with the Charter, Charter Corporation has obtained and maintains status as a nonprofit public benefit corporation as provided in Education Code § 47604.
3. The District reserves the right to appoint a single representative to Charter Corporation's Board of Directors in accordance with Education Code § 47604(c).
4. The Board of Directors of Charter Corporation shall conduct public meetings within the physical boundaries of Fresno County at such intervals as are necessary to ensure that the Board

is providing sufficient direction to Charter Corporation and Charter School through implementation of effective policies and procedures. Charter School shall establish a two-way teleconference location at Charter School. Board meetings of Charter Corporation will be conducted in compliance with the requirements of the Ralph M. Brown Act (Government Code § 54950 et seq.) (the "Brown Act").

5. Charter Corporation shall ensure that all members of the Board of Directors of Charter Corporation, Charter School's leader, Charter School's primary financial contact, and any other Charter School staff deemed appropriate by Charter Corporation, have participated in training on the requirements of the Brown Act and the Political Reform Act. Verification of such training shall be provided to the District.
6. The Board of Directors of Charter Corporation shall audio record, video record, or both, all Board meetings and post the recordings on Charter School's internet website.
7. Copies of meeting agendas for meetings of Charter Corporation's Board of Directors and Charter School's School Site Governing Board shall be provided to the District at the time they are distributed to the public pursuant to the Brown Act. Copies of meeting minutes shall be provided to the District within 30 days after their approval by the respective governance bodies.

D. Required Governance Documentation

1. Charter Corporation shall provide the District with the documents described herein by the dates specified.
2. Charter Corporation shall provide up-to-date versions of all required documents by August 1st of each year, or as otherwise specified.
3. In the event of a change in the following specified documents, an updated version shall be sent within ten (10) business days of the date the change is approved by Charter Corporation's Board of Directors:
 - a. Articles of Incorporation;
 - b. Bylaws;
 - c. Conflict of Interest Code;
 - d. Roster of Charter Corporation's Board of Directors;
 - e. Schedule of Board of Directors meetings;
 - f. Name and contact information for Charter School's leader (e.g., principal, executive director, or head of school);
 - g. Name and contact information for Charter School's primary financial contact (e.g., CFO, COO, accountant, or back-office financial services provider); and
 - h. Any lease(s) and/or other documentation relating to the facility(ies) in which Charter School is located and/or operates from.

4. Charter Corporation shall promptly respond to all reasonable inquiries by the District and its designees and any other authorized agency, including but not limited to financial inquiries related to Charter School.

E. Admissions and Recruitment

1. The Parties recognize and agree that Charter School will be nonsectarian in its admission policies, programs, practices, and operations. Charter School will not charge tuition and admission to Charter School will not be determined according to the place of residence of the pupil or the pupil's parent or legal guardian. Charter school will be open to all pupils who wish to attend.
2. Charter School shall adopt and adhere to anti-discrimination policies that are consistent with federal and state law and that prohibit unlawful discrimination against any protected category. Protected categories are set forth federally under Title IX and in California are enumerated by Government Code § 12940, Education Code §§ 200 and 220, and Government Code § 11135. Protected categories include, but are not limited to, disability, sex, gender, gender identity, gender expression, nationality, race, color, ethnicity, ancestry, national origin, age, religion, sexual orientation, immigration status, medical condition, and genetic information, as well as association with a member of a protected category. Additionally, as set forth in Education Code § 231.5, it is the policy of the State of California, pursuant to Education Code § 200, that all persons, regardless of their sex, should enjoy freedom from discrimination of any kind in the educational institutions of the state. This includes sexual harassment, which is a form of sexual discrimination.
3. Charter School shall not discourage a pupil from enrolling or seeking to enroll in Charter School for any reason, including, but not limited to, academic performance of the pupil or because the pupil is in a protected category. Charter School agrees it will not request or require a pupil's records before enrollment. Charter School also will not encourage a pupil to disenroll from Charter School or transfer to another school for any reason, including, but not limited to, academic performance of the pupil or because the pupil is in a protected category. Charter School shall provide a pupil's parent or guardian with a notice confirming these requirements when they inquire about enrollment, before conducting an enrollment lottery, and before disenrollment of a pupil.
4. If the number of pupils who wish to attend Charter School exceeds capacity, attendance at Charter School shall be determined by a public random drawing in which preference will be extended to pupils as set forth in the Charter. Charter School agrees that preferences shall be consistent with federal law, the California constitution and Education Code § 200 and will not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation.
5. Charter School shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment in accordance with Education Code § 49011.
6. As of the effective date of the Charter, and at all times it is operational during the Charter term, Charter School will have the following enrollment and admissions information posted on Charter School's website and will update the posting as quickly as possible whenever the information changes:

- a. Procedures and timeline for enrollment, admission, and the public random drawing, which will include, but not be limited to, an assurance that Charter School will provide enrollment preferences as specified in the Charter and in compliance with Education Code § 47605(e)(2)(B).
 - b. Descriptions of outreach and recruitment activities to reach the target population.
 - c. Evidence that enrollment preferences and random drawing preferences are consistent with the Charter and all applicable federal and state laws.
 - d. A copy of the application and enrollment forms and information provided to prospective families.
 - e. Notice that Charter School complies with all requirements not to discourage a pupil from enrolling or seeking enrollment as developed by the California Department of Education.
 - f. Process for a pupil who is expelled or leaves Charter School without graduating or completing the school year for any reason, including procedures for notifying the superintendent of the school district of the pupil's last known address within 30 days per Education Code § 47605(e)(3).
7. Charter School shall make a serious and consistent effort to recruit students to Charter School to: (1) achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, that is reflective of the general population residing within the District; and (2) to fulfill its mission to serve students from communities throughout the County of Fresno.

F. Funding

1. Charter School has elected to receive the state aid portion of Charter School's total Local Control Funding Formula ("LCFF") allocation directly pursuant to Education Code § 47651.
2. Charter School is eligible for a general-purpose entitlement and supplemental funding allocated through the LCFF under Education Code § 42238 et seq. LCFF funding will be apportioned by Average Daily Attendance (ADA). Charter School will be responsible for providing the California Department of Education with all data required for funding. LCFF funding will not include:
 - a. Programs for which Charter School is required to apply separately, such as summer school.
 - b. Special education programs, which funds are allocated to the SELPA in which Charter School is affiliated.
 - c. Lottery funds as Charter School will be funded directly from the state for its share of these funds. A portion of lottery funds must be spent on instruction, as dictated by the state.
3. In addition to LCFF funding, Charter School may receive Block Grant Funding for eligible expenses consistent with state law. It shall be the responsibility of Charter School to independently apply for funding beyond the basic statutory entitlements of the base grant due to Charter School under LCFF.

4. Charter School is eligible for federal funding including, but not limited to: Title I, II, IV and VII, based on the qualification of Charter School's students for such funding.
5. Charter School may receive funding from new or one-time funding sources available to schools or school districts provided by the State of California to the extent that Charter School and its students generate such entitlements. Additionally, Charter School may apply for private grants.
6. Grants written by and obtained by Charter School will come directly to Charter School and not go through the District or be subtracted from the resources the District would otherwise have allocated to Charter School.
7. In addition to LCFF funding specified herein, the Parties recognize the ability of Charter School to pursue additional sources of funding.
8. If the District applies for additional sources of funding in the form of grants and/or categorical funding at the request of and for the benefit of Charter School, the District will receive a percentage of such funds to be allocated to Charter School. The District will charge the maximum indirect cost as allowed under law or the grant. Funds shall be allocated to Charter School on a prorated basis related to the formula that generates the funds. For example, if funds are generated on a per eligible student basis, they shall be allocated to Charter School on a per eligible student basis minus the administration fee (e.g., indirect charge fee) charged by the District.
9. Charter School shall cooperate fully with the District in applications made by the District on behalf of the students of Charter School.
10. Charter Corporation and Charter School agree to comply with all applicable laws and regulations related to expenditures and receipt of such funds.
11. Charter School is also entitled to lottery funds and a variety of state and federal application-based programs, as well as various grant opportunities. It shall be the responsibility of Charter School to apply for funding beyond the base statutory entitlement.
12. The District shall annually transfer to Charter Corporation funding in lieu of property taxes in monthly installments on or before the fifteenth (15th) of each month pursuant to Education Code § 47635.
13. Pursuant to Education Code § 47604(d), Charter School agrees that all loans received by Charter School shall be the sole responsibility of Charter School and the District shall have no obligation for repayment. Charter Corporation is to operate Charter School in a financially sound fashion. It is agreed that all loans sought by Charter Corporation for Charter School shall be authorized in writing in advance by Charter Corporation and shall be the sole responsibility of Charter Corporation. In no event shall the District have any obligation for repayment of such loans.
14. Charter Corporation and Charter School will use all revenue received from state and federal sources only for the educational services of Charter Corporation and Charter School and for the benefit of the students enrolled and attending Charter School. Sources of funding must be used in accordance with applicable state and federal statutes and the terms or conditions, if any, of any grant or donation.

15. Charter Corporation and the District agree to negotiate on a case-by-case basis for additional funding pursuant to Education Code § 47636.
16. This Funding section, as well as all other sections of this Agreement, shall be applied consistent with the statutes and regulations applicable to charter schools, which may from time to time be amended or modified by the Legislature or the State Board of Education. Nothing contained in this Agreement shall be deemed a waiver by either party of the rights and obligations under these laws.
17. The District shall not advance any funds to Charter Corporation for Charter School. In addition, the District shall not act as or provide a line of credit to Charter Corporation for Charter School.
18. Charter Corporation on behalf of Charter School shall seek reimbursements of its mandated costs, if any, directly from the state.
19. In the event the District seeks and receives a voter-approved bond, parcel tax, etc., Charter School and/or Charter Corporation shall have no entitlement to any portion of the funds unless otherwise negotiated in advance and agreed to in writing by the Parties. The Parties shall meet sufficiently in advance of any action by the District to pursue such measures so as to advise Charter Corporation and to determine the positions of the Parties. Charter Corporation agrees that it and Charter School have no entitlement to funds currently being received, if any, by the District under former parcel tax or bond elections.

G. Legal Relationship

1. The Parties recognize that Charter Corporation is a separate legal entity that operates Charter School under the supervisory oversight of the District.
2. Charter School shall be wholly responsible for its own operations and shall manage its operations efficiently and economically pursuant to its annual budget. The District shall not be liable for the debts and/or obligations of Charter School or for claims arising from the performance of acts, errors, or omissions by Charter School if the District has complied with its oversight responsibilities, including those required by Education Code §§ 47604.32 and 47605(m).
3. Charter School shall retain the right to use its own legal counsel and will be responsible for procuring such counsel and paying all associated costs and fees.
4. Neither Charter School nor Charter Corporation shall have the authority to enter into a contract that would bind the District, nor to extend the credit of the District to any third person or party. Charter School shall clearly indicate to vendors and other entities and individuals outside the District with which or with whom Charter School enters into an agreement or contract for goods or services that the obligations of Charter School under such agreement or contract are solely the responsibility of Charter School and are not the responsibility of the District.
5. Notwithstanding any other indemnification provisions contained in this Agreement, Charter School and Charter Corporation agree, acknowledge, and accept full responsibility and liability for their policies, requirements, processes, and procedures, including their admissions and public random drawing requirements, policies and procedures. Charter Corporation shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the District, its trustees, officers, directors, employees, attorneys, agents, representatives, volunteers,

successors and assigns (collectively hereinafter "the District and District Personnel") from and against any and all actions, suits, proceedings, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorneys' fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the District and District Personnel, that may be asserted or claimed by any person, firm, association, or entity arising out of, in whole or in part, or in connection with, the District's approval of Charter School's or Charter Corporation's Charter, Charter School's or Charter Corporation's performance under the Charter, Charter School's or Charter Corporation's performance under this Agreement or any acts or errors or omissions by Charter School or Charter Corporation, their officers, directors, administrators, employees, attorneys, agents, representatives, volunteers, successors and assigns, including, but not limited to, arising out of Charter School's policies and procedures, such as its application requirements, admission requirements, and public random drawing procedures.

6. To the extent required by law, Charter Corporation and Charter School agree to comply at all times with all applicable state and/or federal laws (which may be amended from time to time), including, without limitation, those set forth in Education Code § 47604.1 and the following:
 - a. The Ralph M. Brown Act (Government Code § 54950 et seq.);
 - b. The California Public Records Act (Government Code § 6250 et seq.);
 - c. Conflict of interest laws applicable to charter schools, including without limitation, the Political Reform Act and its administration by the California Fair Political Practices Commission (Government Code § 81000 et seq.);
 - d. Government Code § 1090 et seq., as set forth in Education Code § 47604.1;
 - e. The Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g);
 - f. The Child Abuse and Neglect Reporting Act (Penal Code § 11164 et seq.);
 - g. The Individuals with Disabilities Education Act ("IDEA") (20 U.S.C. § 1400 et seq.);
 - h. The Americans with Disabilities Act ("ADA") and the Americans with Disabilities Act Amendments Act of 2008 ("ADAAA") (42 U.S.C. § 12101 et seq.);
 - i. The U.S. Civil Rights Acts, including Title VII of the 1964 Civil Rights Act;
 - j. The California Fair Employment and Housing Act ("FEHA") (Government Code § 12900 et seq.);
 - k. The Age Discrimination in Employment Act ("ADEA") (29 U.S.C. § 621 et seq.);
 - l. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.);
 - m. Education Code § 220 (prohibiting discrimination); and
 - n. The Uniform Complaint Procedures (5 CCR § 4600 et seq.).

7. Charter Corporation agrees that all of its records that relate in any way to the operation of Charter School, including those submitted to the District, shall be treated as public records subject to the requirements of the Public Records Act, as well as Education Code § 47604.3.

H. Fiscal Relationship

1. Oversight Obligations. The District's oversight obligations include, but are not limited to, the following:
 - a. Review and revision of this Agreement, and subsequent agreements, to clarify and interpret the Charter, and any revisions to the Charter and the relationship between Charter School and the District.
 - b. Monitoring performance and compliance with the Charter and with applicable laws, including the following:
 - i. Identifying at least one staff member as a contact person for Charter School;
 - ii. Visiting Charter School at least annually;
 - iii. Ensuring that all reports required by law, including the local control and accountability plan and annual update to the local control and accountability plan required pursuant to Education Code § 47606.5
 - iv. Monitoring the fiscal condition of Charter School; and
 - v. Conducting the Charter revocation process, as necessary, pursuant to Education Code § 47607 and its applicable regulations, including hearing/investigating alleged violations and monitoring efforts to cure.
 - vi. Notifying the California Department of Education upon the occurrence of any of the circumstances described in Education Code § 47604.32(a)(5).
2. Charter School shall promptly respond to all reasonable inquiries of the District, including, but not limited to, inquiries regarding Charter School's financial records. The District shall promptly respond to all reasonable inquiries made by Charter Corporation, including, but not limited to, inquiries regarding financial records in which the District maintains base data or information.
3. For purposes of fiscal oversight and monitoring by the District, Charter Corporation shall provide the District with a copy of documents, data and reports in the form and at the times specified by the District. All problems, questions, concerns, and/or issues, if any, related to the documents, data and reports that are produced by Charter Corporation and delivered to the District shall be brought to Charter Corporation's attention in writing within thirty (30) days of receipt by the District of the documents, data and records.
4. Charter Corporation shall provide such other documents, data and reports as may be reasonably requested or required by the County Superintendent of Schools, including the annual reports set forth in Education Code § 47604.33, which must be prepared and submitted to the District and the County Superintendent of Schools.

5. The District will use any financial or other information it obtains from Charter Corporation and Charter School, including, but not limited to, the reports required by Education Code § 47604.33, to perform its duties described in Education Code § 47604.32(a), including monitoring the fiscal condition of Charter School
6. It is recommended that Charter School maintain a minimum ending fund balance of not less than 3% as a reserve for economic uncertainties.
7. Oversight Services. Charter Corporation shall pay the District an amount equal to one percent (1%) of Charter School's revenues (excluding any monies for which the District has received as indirect cost rate charge) to cover the actual cost of supervisorial oversight. Charter School's revenue means the LCFF entitlement. This is the amount received in the current fiscal year from the LCFF calculated pursuant to Education Code § 42238.02, as implemented by Education Code § 42238.03. Payment shall be made by Charter Corporation monthly, at the same time as the in-lieu property taxes are distributed by the District.
8. The Parties agree that the District shall not act as fiscal agent for Charter Corporation or Charter School. It is agreed that Charter Corporation shall be solely responsible for all fiscal services for Charter School, including payroll, purchasing, attendance reporting, and completion and submission of state budget forms. The District shall process and transfer to Charter Corporation all payments received by the District for Charter School in a timely fashion.
9. To the extent Charter Corporation wishes to contract with the District for any services to Charter School beyond those specified in this Agreement, a separate written contract with the District shall be required and the costs of such services shall be paid in full by Charter Corporation.

I. Financial Reporting

1. Budget Data

- a. A preliminary budget shall be provided to the District and the County Superintendent of Schools for review on or before May 31 of each year. All key budget variables, including revenue, expenditure, debit, and beginning and ending balance variables shall be defined.
- b. A copy of the adopted budget shall be provided to the District for review no later than July 15th of each year.
- c. A copy of Charter Corporation's adopted budget guidelines, fiscal policies, and internal controls shall be provided to the District within four weeks of adoption of this Agreement and then followed by annual updates.

2. Cash Flow Data

- a. Cash flow projections shall be submitted with each quarterly financial report, as detailed below.
- b. The District shall be notified at least three (3) weeks in advance (or a shorter time period upon showing of good cause by Charter School) of any action by Charter Corporation's Board of Directors' to incur short- or long-term debt. Financing documents shall be made available for the District's review upon request.

- c. The District shall provide Charter Corporation with in-lieu property tax estimates and other available financial data necessary for Charter Corporation to meet its budget and fiscal obligations outlined in this Agreement and in applicable law within a reasonable period of time after a written request by Charter Corporation, but in no case later than 30 days thereafter.

3. Financial Data

- a. The first interim financial report shall be prepared and submitted to the District and the County Superintendent of Schools on or before December 15 of each year. This first interim financial report shall reflect changes through October 31.
- b. The second interim financial report shall be prepared and submitted to the District and the County Superintendent of Schools on or before March 15 of each year. This second interim financial report shall reflect changes through January 31.
- c. The third interim financial report shall be prepared and submitted to the District on or before June 15 of each year, if deemed necessary by the District. This third interim financial report shall reflect changes through April 30.
- d. The final unaudited financial report for the full prior year shall be prepared and submitted to the District and the County Superintendent of Schools on or before September 1 of each year or within two weeks of receiving year-end closing data from the District, whichever is later.

4. Financial Audit

- a. Charter Corporation shall provide a copy of Charter School's audited financial report to the District, the County Superintendent of Schools, the State Controller, and the California Department of Education by December 15 of each year.
- b. Audit exceptions or deficiencies identified in the audit report shall be addressed by Charter School through the development of a remediation plan outlining how and when they will be resolved. Such remediation plan shall be provided to the District by January 15 of each year or within 4 weeks following the finalization of the audited financial report, whichever is later.

J. Attendance Reporting

- 1. Charter Corporation shall use commercially available attendance accounting software (such as Power School, etc.) for student attendance accounting at Charter School.
- 2. Charter Corporation, on behalf of Charter School, shall submit enrollment and attendance data as required to receive apportionment of funding according to the specified deadlines. The District staff will review and certify the accuracy of Charter School's attendance data submitted by Charter Corporation only when all documentation has been submitted and is accurate. Attendance data submitted without the requisite detail will not be processed and may result in a delay of funding to Charter School.
- 3. Student data covering demographic, behavioral and program participation, etc., are needed for effective oversight responsibilities as well as timely and efficient state and federal reporting on

behalf of the District and charter schools. Consequently, Charter School shall adhere to the following:

- a. Charter School shall submit student enrollment projections to the District by March 1 of the preceding school year.
- b. Charter Corporation shall submit monthly summary reports of enrollment and average daily attendance ("ADA") no later than five (5) business days following the close of the period.
- c. Charter School shall maintain contemporaneous written records of enrollment and ADA and make these records available to the District for inspection and audit.
- d. Charter School shall provide copies of P-1 and P-2 and annual state attendance reports to the District by January 15, April 30, and June 20, respectively, of each year.
- e. Charter School shall provide to the District copies of amended state attendance reports, if any, within three weeks of discovery of the need for making such an amendment.

K. Special Education Services/Section 504

1. Charter School will not be categorized as a public school with the District for purposes of Special Education services. Charter School will exist under the Special Education Local Plan Area (SELPA) of the El Dorado County Charter SELPA and will be categorized as a local educational agency member of the El Dorado County Charter SELPA in conformity with Education Code § 47641(a).
2. It is understood that all pupils will have access to Charter School, no student shall be denied admission due to disability and Charter School's preferences shall not result in limiting enrollment access for pupils with disabilities. Charter School confirms that it will have the means in place to achieve a balance of special education pupils that is reflective of the general population residing within the territorial jurisdiction of the District and that it will comply with all applicable state and federal Special Education laws.
3. Pursuant to Education Code § 47641, Charter School has elected to participate as an independent LEA for Special Education services; and therefore, pursuant to Education Code § 47641, the El Dorado County Charter SELPA has deemed Charter School a public school of the El Dorado County Charter SELPA for Special Education purposes. Charter School and the El Dorado County Charter SELPA are solely responsible for providing all Special Education services. No Special Education services whatsoever will be provided by the District to Charter School. Charter School and the El Dorado County Charter SELPA are solely responsible for notifying parents that Special Education services are provided through the El Dorado County Charter SELPA and not the District.
4. Complaints. Charter School and the El Dorado County Charter SELPA shall address, respond to and investigate all complaints received involving Special Education. The District shall have no involvement in any complaints relating to Special Education services at Charter School, unless the District determines that its involvement is necessary as a result of its oversight responsibilities.

5. **Indemnity.** Charter School agrees to defend, indemnify, and hold the District and District Personnel harmless from any liabilities, claims, demands, attorneys' fees and costs arising out of or related in any way to the failure to deliver or the delivery of Special Education services by or involving the El Dorado County Charter SELPA and Charter School to its students and any and all conduct or allegations related thereto. Charter School further agrees to defend, indemnify, and hold the District and District Personnel harmless from any liabilities, claims, demands, attorneys' fees and costs arising out of or related in any way to the delivery of Special Education services that may have been previously provided to Charter School by the District.

L. Insurance and Risk Management

1. Charter Corporation, as applicable, will obtain its own insurance coverage to cover the operations of Charter School and supply the District with certificates of insurance and proof of insurance as initially outlined below, which may change annually based on, among other factors, size and location of Charter School. Charter Corporation shall instruct the insurance carrier(s) to inform the District immediately if the coverage becomes inoperative for any reason. The District may request to see evidence of insurance coverage during site visits.
2. Charter Corporation shall procure from an insurance carrier licensed to do business in the State of California or a qualified joint power authority ("JPA") registered with the California Department of Industrial Relations, and keep in full force during the term of the Charter, at least the following insurance coverage for itself, Charter School, and the District:
 - a. Property Insurance against fire, vandalism, malicious mischief and such other perils as are included in "special form" coverage insuring all of Charter Corporation's trade fixtures, furnishings, equipment and other personal property. The property policy shall include "extra expense" coverage and shall be in an amount not less than 100% of the replacement value.
 - b. Commercial General Liability Insurance in an amount not less than Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) in total general liability insurance for bodily injury (including death), property damage and personal and advertising injury arising out of or connected to Charter Corporation's premises and operations. Charter Corporation shall also maintain errors and omissions/educators legal liability, sexual abuse and molestation coverage, and employment practices liability of Charter Corporation, its governing board, officers, agents, or employees of Charter School with limits of not less than the amount stated above. Charter School represents that its insurance shall cover all situations under which Charter School is responsible to defend and indemnify herein. The amount of total general liability insurance required shall increase to seven million, five hundred thousand dollars (\$7,500,000) if Charter School's ADA (as reported at P-Annual) exceeds 1,000. The deductible per occurrence for said insurance coverage stated herein shall not exceed twenty thousand dollars (\$20,000).
 - c. Comprehensive or Business Automobile Liability Insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence, Combined Single Limit for Bodily Injury and Property Damage including coverage for Owned, Non-owned and Hired Vehicles, as applicable.
 - d. Workers' Compensation Insurance in accordance with the provisions of the California Labor Code, insurance adequate to protect Charter Corporation from claims under Workers' Compensation Acts which may arise from its operation of Charter School, with

statutory limits and Employer's Liability limits (including employment practices coverage) of not less than One Million Dollars (\$1,000,000) each occurrence.

3. If any policies are written on a claims-made form, Charter School agrees to maintain such insurance continuously in force for three years following non-renewal, termination or revocation of the Charter or extend the period for reporting claims for three years following the non-renewal, termination or revocation of the Charter to the effect that occurrences which take place during this shall be insured.
4. Charter School shall be responsible, at its sole expense, for separately insuring its personal property.
5. Charter School shall procure and maintain for the duration of this Agreement the specific insurance policies listed herein with the specified limits per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. If Charter School maintains broader coverage and/or higher limits than the minimums shown herein, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by Charter School. Charter School's liability policy or policies must provide all liability Charter School is required to insure against by law and authorized to insure against. The District and District Personnel shall be covered as additional insureds via an endorsement to all liability policies maintained by Charter School. Such endorsement shall provide that all additional insured coverage afforded to the District and District Personnel under Charter School's insurance coverage shall be primary and noncontributory as respects the District and District Personnel. Any insurance or self-insurance maintained by the District or District Personnel shall be excess of Charter School's insurance and shall not contribute with it. Each insurance policy required above shall be endorsed to provide that coverage shall not be canceled, except with notice to the District.
6. Copies of all policies of insurance and certificates of coverage shall be provided by Charter Corporation to the District annually, but no later than two weeks prior to the commencement of the school year. The District shall receive written notification 30 days in advance of the termination or cancellation of any insurance policy maintained by Charter School.
7. Charter Corporation and Charter School shall hold harmless, defend, and indemnify the District and District Personnel from every liability, claim, or demand which may be made by reason of (1) any injury to volunteers; and (2) any injury to person or property sustained by any person, firm, or corporation caused by any intentional or negligent act or omission of Charter Corporation and/or Charter School, its officers, employees or agents. In cases of such liabilities, claims, or demands, Charter Corporation, at its own expense and risk, shall defend with legal counsel satisfactory to the District all legal proceedings which may be brought against the District and District Personnel, and shall satisfy any resulting judgments up to the required amounts that may be rendered against any of them. This indemnity and hold harmless provision shall exclude actions brought by third persons against the District and District Personnel arising out of the gross negligence or intentional acts, errors, or omissions of the District and District Personnel.
8. In addition, Charter School shall institute a Risk Management Plan, including policies and practices to address reasonably foreseeable occurrences, and will annually provide the District with certification in writing that such policies and practices have been instituted at Charter School.

9. A copy of Charter School's Safety Plan shall be provided to the District two weeks prior to commencement of the first school year and when reviewed and updated annually by March 1 of each year. The school safety plan shall include the following safety topics listed in Education Code § 32282(a)(2)(A)-(J):

- a. Child abuse reporting procedures.
- b. Disaster procedures, routine and emergency, with adaptations for pupils with disabilities in accordance with the federal Americans with Disabilities Act of 1990, that include:
 - i. Establishing an earthquake emergency procedure system that includes a school building disaster plan, a drop procedure where each pupil and staff member takes cover, protective measures to be taken before, during and following an earthquake, and a program to ensure that pupils and both the certificated and classified staff are aware of, and properly trained in, the earthquake emergency procedure system.
 - ii. Establishing a procedure to allow a public agency to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare.
- c. Policies for pupils who committed an act that would lead to suspension, expulsion, or mandatory expulsion recommendations.
- d. Procedures to notify teachers of dangerous pupils.
- e. A discrimination and harassment policy consistent with the prohibition against discrimination.
- f. The provisions of any schoolwide dress code that prohibits pupils from wearing "gang-related apparel," if the school has adopted that type of a dress code.
- g. Procedures for safe ingress and egress of pupils, parents, and school employees to and from school.
- h. A safe and orderly environment conducive to learning at the school.
- i. The rules and procedures on school discipline.
- j. Procedures for conducting tactical responses to criminal incidents, including procedures related to individuals with guns on school campuses and at school-related functions.

10. Health benefits plans and policies shall be provided, upon request, to the District within eight weeks of mutual approval of this Agreement and thereafter annually by no later than two weeks prior to the commencement of the school year.

M. Human Resources Management

- 1. All staff working at Charter School are employees of Charter Corporation, which shall have sole responsibility for employment, management, salary, benefits, dismissal and discipline of its employees.

2. Charter Corporation is deemed the exclusive employer of the employees of Charter School for the purposes of the Educational Employee Relations Act (EERA) under Government Code § 3540 et seq. and will be considered the public school employer of the employees at Charter School for purposes of collective bargaining.
3. Actual staffing data shall be provided to the District, upon request. Teacher credentials and permits shall be maintained on file at Charter School and shall be subject to periodic inspection by the District. Copies of credentials and a list of teaching/class assignments for each teacher shall be provided to the District by Charter School at the commencement of each school year.
4. Charter School will comply with the credentialing requirements for teachers at Charter School set forth in Education Code § 47605(l) as well as any applicable federal laws. Charter School will provide written verification of compliance with Education Code § 47605(l) to the District at the commencement of each school year.
5. Certificated and classified employee salary schedules shall be provided, upon request. A copy of Charter Corporation's personnel and payroll policies shall be provided upon commencement of the first school year by August 1 and annually thereafter. Copies of individual employment contracts shall be maintained on file at Charter School and shall be subject to periodic inspection by the District.
6. Charter Corporation shall provide to the District, upon request, the job descriptions and qualifications for each position at Charter School.
7. Charter Corporation may process Charter School's State Teachers' Retirement System ("STRS") and Public Employees Retirement System ("PERS") deductions and contributions. Charter Corporation shall accept and assume sole financial responsibility for all STRS and PERS reporting fines and penalties resulting from incomplete, inaccurate, or late reports and/or inadequate or late deposits from any cause whatsoever, except to the extent resulting from the sole negligence of the District. Such responsibility shall include but not be limited to any and all reporting fines and/or penalties.
8. Charter Corporation shall distribute a copy of its Employee Handbook to each employee at Charter School each year. At a minimum, the handbook shall include a statement that Charter Corporation is the exclusive public employer of employees at Charter School and has sole responsibility for employment, management, salary, benefits, dismissal and discipline of its employees. The handbook shall also include specific expectations for employee performance and behavior, due process rights of employees related to disciplinary actions (including termination), compensation and benefit information, and a description of both informal and formal complaint procedures that employees may pursue in the event of disagreements. Such handbook shall be provided to the District upon request.
9. At all times during the term of the Charter, Charter Corporation employees at Charter School, parent volunteers who will be performing services with Charter Corporation students that are not under the direct supervision of a certificated teacher, and all vendors having unsupervised contact with Charter Corporation students will submit to background checks and fingerprinting in accordance with Education Code § 45125.1. Charter Corporation will provide certification to the District that all employees and volunteers/vendors (as applicable) have cleared a criminal record check through the Department of Justice ("DOJ") and the Federal Bureau of Investigation ("FBI") prior to having any unsupervised contact with students.

10. Charter Corporation shall maintain on file and have available for inspection during site visits, evidence that it has performed criminal background checks for all employees and documentation certifying that vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students.

N. Student Records/Expulsions

1. To the extent necessary to discharge its reasonable supervisorial oversight activities, Charter School hereby designates the employees of the District as having a legitimate educational interest such that they are entitled, upon request, to access Charter School's education records under FERPA (20 U.S.C. § 1232g) and related state laws regarding student records. The District, Charter School, and their offices and employees shall comply with FERPA and state laws regarding student records.
2. If a Charter School student is expelled or leaves Charter School without graduating or completing the school year for any reason, Charter School shall notify the superintendent of the school district of the student's last known address within 30 days pursuant to Education Code § 47605(e)(3). Charter School shall maintain records of such notifications during the term of this Agreement for the District review upon request.
3. Neither Charter School nor the District shall be obligated to accept enrollment of any student who has been expelled from the other entity during the term of the expulsion, consistent with applicable law(s) and policy. This shall not be read to mean Charter School may not refer expelled students to the District if the District is their school district of residence. Charter School may still refer expelled students back to their district of residence, which may be the District; however, the Parties understand and agree Charter School has no control of or responsibility for the District's decision to accept such students after Charter School's referral.
4. Charter School shall provide to the District Charter School's student discipline policies upon commencement of the first year of instruction and annually thereafter, as updated.
5. Charter School may request the District to process student expulsions. The District will charge Charter School for the cost associated with the provision of the student expulsion services at the then current rate.

O. Transportation

1. Charter Corporation shall be responsible for any and all transportation offered to students who enroll in Charter School, including but not limited to any and all transportation required in any student's IDEA Individualized Education Program ("IEP") or Rehabilitation Act Section 504 Plan.
2. Charter School may, at its sole option, provide transportation services for Charter School students to and from school.
3. Charter School will be responsible for providing transportation for field trips, including using public transportation.
4. Charter School may request the use of the District's buses for field trips. Such request must be sent to the District's Transportation Department and Charter School shall pay the cost of the

field trip buses. Charter School may further arrange charter buses through the District's Transportation Department and pay all applicable charges.

P. Nutritional Services

1. Charter School shall provide, for each needy pupil, one nutritionally adequate free or reduced-price meal during each school day as set forth in Education Code § 49550. Needy children shall be defined as those children who meet federal eligibility criteria for free and reduced-price meals as defined in Education Code § 49531.
2. Charter School will be responsible for providing its own food services, if any. If Charter Corporation wishes the District to operate food services (breakfast and lunch) for Charter School, the District will retain the state and/or federal revenue for any food services provided by the District to Charter School. The District may provide food services for Charter School during any extended school year (i.e., summer school). The District shall advise Charter School as to any necessary reporting required by state or federal agencies.

Q. Educational Program

1. Subject to the District's oversight and compliance with the Charter and applicable state and federal law, Charter Corporation is autonomous for the purposes of, among other things, deciding Charter School's educational program.
2. Charter Corporation shall comply with and adhere to the state requirements for participation and administration of all state mandated tests for Charter School.
3. Charter School shall comply with Education Code § 47606.5 (regarding local control and accountability plans), as that statute may be amended from time to time, as well as its applicable regulations. Charter School's local control and accountability plan and an annual update to the local control and accountability plan ("LCAP") shall be annually prepared and submitted to the District and the County Superintendent of Schools on or before July 1 of each year, unless a different date is established by law. The Parties acknowledge that results reported on the LCAP may be relied upon by the District in making decisions on material revisions, charter renewal and replication of charter schools.
4. Charter School's calendar shall be submitted annually to the District for review and verification of compliance with instructional day and minutes requirements. Any calendar changes must be provided to the District by April 1 prior to the beginning of a new school year. Any calendar changes made following April 1 must be provided to the District immediately and no later than ten (10) business day following the change.
5. Charter School is accountable for pupil outcomes identified in the Charter.
6. Charter Corporation will prepare an annual report providing all information necessary to demonstrate that Charter School is meeting the applicable accountability standards. Charter School shall also conform to the California School Dashboard performance requirements and any special funding programs that have additional performance standards. The annual report shall be provided to the District by June 30 of each year.
7. At the request of the District, Charter Corporation shall present updates and/or reports regarding Charter School to the District during the year.

R. English Learner Services

1. If Charter School is using the District's English Learner Services, students who enroll at Charter School shall complete a Home Language Survey at the time of enrollment. Charter School shall then fax the surveys to the District's Department of English Learner Services, which will coordinate the initial testing for these students. After testing, the Department will send the test results to Charter School.

S. Facilities

1. Charter Corporation agrees that it is not seeking facilities for Charter School from the District under Proposition 39. If Charter School seeks facilities in the future, it understands it must follow the requirements regarding requesting Charter School Facilities set forth in Education Code § 47614 and the regulations related thereto as well as the District's requirements for Charter School Facilities.
2. All facilities shall meet all applicable fire and safety code requirements, will conform with the requirements of Education Code §§ 47610(d) and/or 47610.5, and will conform with all applicable provisions of the Americans with Disabilities Act and any other applicable federal and state requirements. All facilities will be approved by the local fire marshal for the use intended.

T. Material Revisions to the Charter

1. Changes to the Charter deemed to be material revisions may be made only with prior approval from the District. Changes to the Charter considered to be material revisions include, but are not limited to, the following:
 - a. Substantive changes to the educational program, mission, or vision of Charter School, including the addition or deletion of a major program component that is a distinctive feature of Charter School, such as STEM, language immersion, grade level grouping, arts integration, etc.
 - b. Adding a classroom-based or non-classroom-based program/facility not expressly authorized by the Charter.
 - c. Proposed changes in enrollment that represent an increase or decrease from the enrollment originally projected in the Charter by more than 25% in any grade level or 10% of total enrollment in any given year.
 - d. Addition or deletion of grades or grade levels to be served, for the program as a whole or in a given year, not expressly authorized by the Charter, or otherwise required by law.
 - e. Changes to location of facilities, including school sites, resource centers, meeting space, or other satellite facility including the opening of a new facility. Temporary locations rented for annual student testing purposes shall be exempt from this provision.
 - f. Changing the name of Charter School.
 - g. Entering into a contract to be managed or operated by any other nonprofit public benefit corporation (or any other entity) other than Charter Corporation.

- h. Substantive changes to admission requirements and/or enrollment preferences identified in the Charter, unless required by law.
 - i. Substantive changes to the governance structure as described in the corporate bylaws, including but not limited to: changes in the authorized number of Board members, method by which sitting Board members are removed, method by which new Board members are selected, and/or provisions that reduce the size of the quorum required for a meeting and majority required for action. Revisions to the bylaws to ensure compliance with legal updates that do not affect the Charter may not be considered a material revision by the District.
2. Notice of a nonmaterial revision to the Charter shall be provided, in writing, at least 5 business days in advance of Charter Corporation's Board meeting at which the revision is to be approved.

U. Site Visits

1. The District will conduct at least one (1) visit to Charter School annually in accordance with the Charter Schools Act. The information gathered will be used to assess Charter School's progress in governance and organizational management, educational performance, fiscal operations and fulfillment of the terms of the Charter and this Agreement.
2. A school site visit may include review of the facility, review of records maintained by Charter School, and interviews with the management of Charter School and/or Charter Corporation, Charter School employees including the site principal, and Charter School's students/parents, as well as observation of instruction in the classrooms.
3. Any deficiencies will be reviewed with Charter School's site principal and Charter Corporation and an opportunity for comment, explanation and/or correction will be provided.
4. The evaluations of Charter School for each year will be used, in addition to other information and reports, to determine a renewal decision.

V. Renewal

1. Charter Corporation may seek renewal of Charter School's Charter in accordance with statutory provisions. Charter Corporation shall submit its renewal petition for the next charter term to the District no sooner than September 1 of the school year in which Charter School would cease operations without renewal.
2. The District and Charter School may mutually agree to schedule a renewal conference, which shall be attended by the District and Charter School. Charter School shall provide the District with a draft Renewal Petition at least five (5) business days prior to the scheduled renewal conference, if any.
3. To the extent required, the charter renewal petition shall be revised in accordance with current statutes and regulations.
4. The Parties agree that after Charter School has been in operation for four years it may be granted renewal provided Charter School shows evidence of meeting renewal criteria as set forth in Education Code §§ 47607 and 47607.2.

W. Charter Revocation

1. The District shall have the right to revoke the Charter in accordance with Education Code §§ 47607, 47607.3 or any other applicable statute or regulations. Prior to instituting revocation proceedings, the District may provide progressive notices that correction of a problem at Charter School by Charter Corporation needs to occur with specified reasonable timelines.
2. The minimum progression of notification of corrective action for concerns the District considers to involve violation(s) of Education Code § 47607(f) is as specified in California Code of Regulations, Title 5, Section 11968.5.2. Additional notification may be provided at the sole discretion of the District.
3. If the District determines, based on credible report(s), that there is a severe and imminent threat to the health or safety of the pupils of Charter School, and makes such determination in writing pursuant to Education Code § 47607(g), the District may take immediate action to assure the safety and well-being of the pupils, as well as staff and the community, consistent with California Code of Regulations, Title 5, Section 11968.5.3. Such immediate action, as deemed appropriate by the District in its reasonable discretion, may include but is not limited to revocation of the Charter in accordance with Education Code § 47607.
4. During the period prior to revocation, Charter Corporation shall have the opportunity to work with the District to address concerns and develop a plan to remediate all areas to the reasonable satisfaction of the District consistent with applicable laws.

X. Closure Procedures

1. At all times it is operational during the Charter term, Charter School will provide a description of the procedures to be used in the event Charter School closes and provide such procedures to the District as outlined in the Charter.
2. Procedures must be compliant with requirements contained in California Code of Regulations, Title 5, Section 11962 and consistent with the Charter. Detailed closure procedures are set forth in Attachment A and incorporated herein by reference. At a minimum, closure procedures must include the following:
 - a. Identification of a responsible person(s), e.g. Executive Director, Financial Officer, representative of Charter Corporation Governing Board, to oversee and conduct the closure process;
 - b. Notification of students and families of school closure;
 - c. Security of student and business records;
 - d. Processing of final employee payroll and benefits;
 - e. Identification of all assets and liabilities and plan for transfer as detailed in the Charter;
 - f. Final Charter School close-out audit to be paid for by Charter Corporation;
 - g. Identification of a source of funding to be used for closeout expenses including the final audit; and

- h. If applicable, dissolution of the nonprofit public benefit corporation.
- 3. If Charter School is to close permanently for any reason (e.g., voluntary surrender, nonrenewal, revocation), the District shall serve written notice on Charter Corporation that the closure procedures have been invoked. Charter Corporation will immediately identify to the District the specific individual who is responsible for coordinating Charter School's close out activities. The District will identify a staff person who will work with Charter School to accomplish all close out activities.
- 4. Charter Corporation expressly acknowledges the right of the District to gain full access to and copies of all student and business records concerning Charter School within a reasonable time after the District gives written notice that it is invoking the closure procedures.

Y. Required Disclosures

- 1. Pursuant to Education Code § 47604.3, Charter School shall respond promptly to all reasonable requests of the District.
- 2. Charter Corporation shall immediately notify the District of any pending or actual litigation and/or claim from any party or notice of potential infraction, criminal or civil action against Charter Corporation, Charter School or any employee, agent or volunteer that may involve or affect Charter Corporation or Charter School. In addition, Charter Corporation shall immediately notify the District of any request for information by any governmental agency about Charter Corporation or Charter School.
- 3. The District shall immediately notify Charter Corporation of any pending or actual litigation and/or claim from any party or notice of any potential litigation and/or claim against the District, Charter Corporation and/or Charter School, which may involve or affect Charter Corporation or Charter School. In addition, the District shall immediately notify Charter Corporation of any request for information by any governmental entity about Charter Corporation or Charter School.
- 4. If Charter Corporation seeks any loans or advance receipt of funds for Charter School, it shall establish a fiscal plan for repayment in advance of receipt of such loans. Charter Corporation shall provide advance written notice to the District specifying its intent to apply for a loan for Charter School. Advance notice shall include a description of the need for the loan, its terms, and the plan for repayment, including a cash flow schedule. If a loan is received, Charter Corporation shall, at the time of deposit of any sums which are loans to Charter Corporation for Charter School, provide the District with the loan documents, minutes of Charter Corporation's Board meetings at which such loan was approved, plan for repayment and updated cash flow schedule.

III. LEGAL

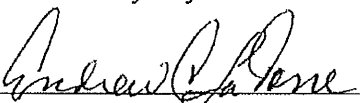
- A. **Non-Assignment.** Neither party shall assign its rights, duties or privileges under this Agreement, nor shall either party attempt to confer any of its rights, duties or privileges under this Agreement on any third party, without the written consent of the other party. The replacement of Charter Corporation with any other nonprofit public benefit corporation or other operating body or governance structure shall be treated as a material revision of the Charter, subject to the review and approval of the District pursuant to applicable sections of the Education Code.

- B. **Severability.** If any provision or any part of this Agreement is for any reason held to be invalid or unenforceable or contrary to public policy, law, statute and/or ordinance, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
- C. **Venue.** The Parties agree that any legal action to enforce the terms of this Agreement shall be brought in the appropriate court in the County of Fresno, California.
- D. **Amendment and Waiver.** Any waiver, amendment, modification, or cancellation of any provisions of this Agreement must be in writing and executed by duly authorized representatives of all parties specifically indicating the intent of the Parties to modify this Agreement. No such amendment or waiver shall be effective absent approval or ratification by the District and the Governing Board of Charter Corporation. The failure of either party at any time to require performance of any provision hereof shall in no manner affect its right at a later time to enforce such provision.
- E. **Dispute Resolution.** All disputes regarding this Agreement shall be resolved in accordance with the dispute resolution provision included in the Charter; provided, however, that disputes related to revocation of the Charter or acts or omissions of Charter School or Charter Corporation that constitute grounds for revocation of the Charter shall be handled pursuant to Education Code § 47607 and its implementing regulations. Violations of this Agreement shall not be considered cause for revocation unless the violation is sufficient to justify revocation under Education Code § 47607.
- F. **Entire Agreement.** This Agreement and attachments, if any, contain the entire agreement of the Parties with respect to the matters covered herein, and supersede any oral or written understandings or agreements between the Parties with respect to the subject matter of this Agreement.

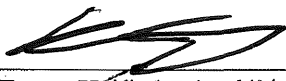
This Agreement represents the full and final agreement between Charter Corporation and the District and shall only be modified in writing by the mutual agreement of the Parties.

The Parties hereto have caused this Agreement to be executed by duly authorized officers or representatives set forth below.

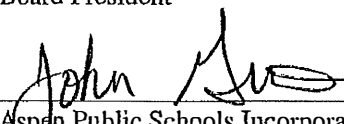
Dated: 10/25/2021


Approved as to Form

Dated: 03/09/2022


Fresno Unified School District
Board President

Dated: 11/16/2021


Aspen Public Schools Incorporated,
President

ATTACHMENT A to MEMORANDUM OF UNDERSTANDING
By and Between
FRESNO UNIFIED SCHOOL DISTRICT
And
ASPEN PUBLIC SCHOOLS INCORPORATED

Item	Description	Responsible Party	Completion Date	Verification
Invoking Closure Procedures				
1	<p>In the case of revocation or non-renewal, the District shall notify Charter School in writing that the closure procedures have been invoked. In the case of voluntary surrender, Charter School shall notify the District in writing that the closure procedures have been invoked.</p> <p>Charter School agrees that its officials shall have a continuing duty to cooperate with the District in all matters pertaining to the closure of Charter School, including, without limitation, attending meetings with the District, Fresno County Superintendent of Schools, and/or the State Department of Education, preparing a schedule of closing tasks with dates, obtaining and providing additional information and documentation, and interpreting and explaining any ambiguous records or information.</p> <p>Charter School will be the responsible entity for winding up its closure and closure-related activities. Charter School shall immediately notify the District, the California Department of Education, the Fresno County Superintendent of Schools, the SELPA in which Charter School participates, and the retirement system in which Charter School's employees participate of Charter School's following:</p> <ul style="list-style-type: none"> (1) The effective date of the closure; (2) The reason for closure; (3) The name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; (4) The pupils' school districts of residence; and (5) The manner in which 			

Item	Description	Responsible Party	Completion Date	Verification
	parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.			
Immediate Actions				
2	Charter School shall immediately notify the District of the location of all student and business records. Following that notification, no student or business records shall be disposed of, moved, or duplicated without the express written consent of the District, except that student records may be copied for students' families or transferred to other schools, provided a notation is kept of the records copied or transferred.			
3	Charter School and the District shall each immediately identify an individual who will serve as the single point of contact for the entity regarding Charter School's close out activities.			
4	The District shall immediately notify Charter School in writing whether, on behalf of the State Superintendent of Public Instruction, it is taking over immediate and direct control of all Charter School's student and business records.			
Students and Families				
5	Charter School shall notify the family of each student enrolled of Charter School's closure. Unless the District otherwise directs, the notification shall be immediate in the case of a revocation that takes immediate effect or shall occur within three (3) days of Charter School's knowledge of the school closure.			
6	Charter School shall continue instruction until the end of the current academic year (unless a revocation takes immediate effect). Charter School shall publicly announce cancellation of all future classes.			
7	If Charter School continues instruction to the end of the current academic year, report cards shall be issued to each student on the last day of class and Charter School also shall mail a copy of the report cards to the students' last known addresses.			

Item	Description	Responsible Party	Completion Date	Verification
8	Charter School shall notify surrounding school districts and the County Superintendent of Schools within fourteen days of the school's knowledge of closure. In the case of revocation, Charter School shall notify the same immediately.			
9	Charter School shall cooperate with the District and provide information to students and families regarding alternative public school placements within 3 to 7 days of the announcement of Charter School's forthcoming closure, or immediately in the case of a revocation that takes immediate effect.			
10	Charter School shall offer to provide a copy of each student's cumulative file upon request of the student's family. Charter School shall provide the copy within seven days of a request being received, ensuring that the documents are given to the family member identified as having legal custody or guardianship of the student.			
11	Charter School shall comply within three days to requests for the transfer of students' cumulative files to other public or private schools in which the students enroll.			
12	Charter School shall promptly respond to inquiries from students and their families and from the media regarding Charter School's closure, the disposition of student records, and the alternative placement available to the students.			
13	Upon Charter School's knowledge of closure, Charter School shall immediately (no later than one (1) business day) provide the District with a list of students (names, addresses and phone numbers) in each grade level and the classes they have completed. Identify each student's district of residence, and a notation of where the student's records have been transferred. Charter School shall update the list upon request and shall provide a final list within three (3) days of the closure.			
14	Charter School shall notify the SELPA within fourteen days of the closure, complete all documentation necessary for special education students and transfer copies of the			

Item	Description	Responsible Party	Completion Date	Verification
	student's records to the SELPA. In the case of an immediate closure, Charter School shall provide the foregoing information to the SELPA no later than five (5) days following closure.			
15	The District may prepare an information sheet regarding frequently asked questions about the closure. Charter School shall post the information sheet on its website and otherwise disseminate it as requested by the District.			
Student and Business Records				
16	<p>Once the closure procedures have been invoked, no student or business records shall be disposed of, moved, or duplicated without the express written consent of the District, except for the duplication or transfer of student cumulative files as noted.</p> <p>Charter School shall transfer to the District's Charter Office all of the following:</p> <ul style="list-style-type: none"> (1) All original and/or duplicate student and school records, including, without limitation, individual student records, discipline records, special education records, all state assessment results, fiscal information, teacher grade books, and attendance records; (2) All cum folders. The cum folders must be boxed and in alphabetical order by grade level; and (3) Student transcripts. The transcripts must be submitted on computer discs. <p>All transfers of student records will be made in compliance with FERPA (20 U.S.C. § 1232g). Charter School will ask the District to store and maintain original records of Charter School students.</p> <p>Charter School shall transfer and maintain personnel records in accordance with applicable law.</p>			
17	At the point Charter School is dissolved, the student and business records shall come			

Item	Description	Responsible Party	Completion Date	Verification
	under the exclusive control of the District which shall distribute, maintain, or dispose of the records as it determines appropriate.			
18	Charter School shall terminate all present leases, service agreements and other contracts not necessary for the closure of the school. Leases, service agreements, and contracts should be terminated in a cost-effective manner in order to minimize expenses.			
19	Charter School shall return grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law as appropriate and submit a final expenditure report for all grants within fourteen days. Federal grants must be closed out, including the filing of the required Final Expenditure Reports and Final Performance Reports; completion of certain federal forms may apply if the school was receiving funds directly from the U.S. Department of Education.			
Faculty and Staff				
20	Charter School shall immediately notify its faculty and staff of Charter School's closure, providing each with necessary information related to compensation and retirement, including, but not limited to, any optional benefits that they may continue after Charter School closes.			
21	Charter School will provide assistance to its faculty and staff in searching for and securing other employment.			
22	Charter School shall provide the District within fourteen days with a description of current and projected payroll and payroll benefits commitments through closure, including a list of each employee, and their job duties, and a projection of the funds necessary to: (1) transition the students and records; (2) complete all administrative closure related tasks; and (3) complete contracts and grants.			
23	Charter School shall provide the District within fourteen days with notice of any outstanding payments to staff and the method by which Charter School will make the payments.			

Item	Description	Responsible Party	Completion Date	Verification
24	Charter School will within fourteen days contact the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), and the County Superintendent of Schools and follow their procedures for dissolving contracts and reporting. Charter School will copy the District on all correspondence.			
25	<p>Prior to final closeout, Charter School shall do all of the following on behalf of the school's employees:</p> <ul style="list-style-type: none"> • File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines. • File the Federal Notice of Discontinuance with the Department of Treasury (Treasury Form 63). • Make final federal tax payments (employee taxes, etc.). • File the final withholding tax return (Treasury Form 165). • File the final return with the IRS (Form 990 and Schedule). 			
Assets and Liabilities				
26	Charter School shall notify all funding sources (including charitable partners) of Charter School's closure within fourteen days.			
27	Upon knowledge of closure, Charter School shall retain all necessary authority and powers to take all actions necessary for the winding up of Charter School's affairs, except that in no event shall Charter School take any action which incurs any financial or education obligation on behalf of Charter School unrelated to Charter School's winding up. Charter School shall identify its funding for the necessary wind-up activities set forth in this Agreement and the law.			
28	Charter School shall immediately notify all contractors (such as a charter management organization, education management organization, food service provider, instructional service provider, or transportation service provider) of Charter School's closure.			

Item	Description	Responsible Party	Completion Date	Verification
29	If Charter School has any agreements with organizations representing employees, Charter School shall notify the organizations of Charter School's closure as may be specified in the agreements.			
30	Charter School shall notify the District within fourteen days of all pending litigation to which Charter School is a party. Charter school shall immediately notify the District if litigation is filed thereafter up to the point that Charter School is formally dissolved.			
31	Charter School, within 30 days, shall prepare and deliver to the District a comprehensive list of creditors and debtors.			
32	Charter School, within 30 days, shall prepare and deliver to the District a comprehensive inventory of all assets.			
33	Charter School, within 30 days shall prepare and deliver to the District a plan for the proposed disposal of all property owned by the school (and acquired with public funds) in order to maximize revenue in accordance with law, payment of any and all liabilities and the disbursement of any remaining assets of the school, liquidation of assets to pay off any and all outstanding liabilities, bearing in mind that assets paid for by state funds may be transferred in accordance with the nonprofit corporation's bylaws to another public agency such as another charter school. Assets donated to Charter School may be returned to donors or disposed of in accordance with donor's wishes. Net assets, after the payment of outstanding liabilities, if any, may be transferred to another public entity within Charter Corporation pursuant to applicable law or to another public agency such as another charter school.			
34	Charter School shall arrange for preliminary (if necessary) and final closure audits to be paid for from the special reserve or bond revenue. The auditor engaged to perform the audit(s) shall be from the list of approved school auditors maintained by the California State Controller's Office and shall be approved by the District. The audit(s) at a minimum shall determine an accounting of all financial assets, including cash and			

Item	Description	Responsible Party	Completion Date	Verification
	<p>accounts receivable and an inventory of property, equipment, and other items of material value; an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation; and an assessment of the disposition of any restricted funds received by or due to Charter School, the disposition of all assets and liabilities of Charter School and shall verify Charter School's comprehensive list of creditors and debtors, and the amounts owed or owing, as well as verify Charter School's comprehensive list of all assets by source, noting any restrictions on each asset's use.</p> <p>Charter School shall provide the District with copies of all Charter School financial records, including but not limited to all accounting paperwork such as invoices, purchase orders, vendors, statements, cash receipts, cash disbursements, payroll documentation, accounts receivable and payable and all financial reports. Charter School shall timely respond to the District's request(s) for financial information.</p>			
35	<p>Based on the audit findings, and with the approval of the District, Charter School shall expend any identified assets to liquidate any identified liabilities.</p> <p>Charter School shall distribute any remaining assets in accordance with Charter School's petition, bylaws, and the law. The disposition of Charter School's assets shall include, but not be limited by the following dispositions:</p> <ul style="list-style-type: none"> a. All assets of Charter School, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending Charter School, remain the sole property of Charter School and shall be distributed in accordance with the Articles of Incorporation or bylaws 			

Item	Description	Responsible Party	Completion Date	Verification
	<p>upon the dissolution of the nonprofit public benefit corporation.</p> <p>b. Any liability or debt incurred by Charter School will be the responsibility of Charter School and not the District. Charter School understands and acknowledges that Charter School will cover the outstanding debts or liabilities of Charter School. Charter School understands and acknowledges that only unrestricted funds will be used to pay creditors.</p> <p>c. Any assets belonging to the District or District property will be promptly returned upon Charter School's closure to the District.</p> <p>d. Charter School will complete and file any and all required reports, including annual reports required pursuant to Education Code § 47604.33.</p>			
Dissolution of the Corporate Entity				
36	Following the resolution of all outstanding assets and liabilities, Charter School shall be dissolved. If established as a nonprofit public benefit corporation pursuant to Education Code § 47604 solely for operation of Charter School, Charter Corporation shall be dissolved.			

MEMORANDUM OF UNDERSTANDING
By and Between
FRESNO UNIFIED SCHOOL DISTRICT
And
ASPEN PUBLIC SCHOOLS INCORPORATED
July 1, 2022– June 30, 2024

This Memorandum of Understanding (the “Agreement”) is made and entered into this ____ day of _____, 2021, by and between the Fresno Unified School District (hereinafter “the District”) and Aspen Public Schools Incorporated, a California nonprofit public benefit corporation (hereinafter “Charter Corporation”). Hereinafter, the District and Charter Corporation shall be collectively referred to as “the Parties.”

I. RECITALS

- A.** The Fresno Unified School District is a school district existing under the laws of the State of California.
- B.** The State of California enacted the Charter Schools Act of 1992 (hereinafter the “Act”) authorizing the formation of charter schools with the intent that the schools improve pupil learning; increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low achieving; encourage the use of different and innovative teaching methods; create new professional opportunities for teachers; provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system; and are held accountable for meeting measurable pupil outcomes.
- C.** Charter Corporation is a nonprofit public benefit corporation that manages and operates Aspen Valley Prep Academy (hereinafter “Charter School”), a public charter school existing under the laws of the State of California and under the supervisory oversight of the District. Unless otherwise stated, for the purposes of this Agreement, the terms Charter School and Charter Corporation may be used interchangeably, with the duties and responsibilities of Charter School and Charter Corporation being the same under this Agreement.
- D.** The Act authorizes the District to grant charter petitions under specified circumstances. The District had approved a charter petition for Charter School for a five-year period from July 1, 2017 through June 30, 2022. Pursuant to Education Code section 47607.4, Charter School has had the term for its charter petition extended by two years through June 30, 2024 (hereinafter “the Charter”).
- E.** Charter Corporation shall be responsible for, and have all rights and benefits attributable to, Charter School as further outlined herein. Charter Corporation is responsible for Charter School’s compliance with the terms of the Charter and with this Agreement.
- F.** The Parties agree that no single party to this Agreement waives any of the rights, responsibilities and privileges established by the Charter Schools Act of 1992, which may change from time to time during the term of this Agreement.
- G.** The fundamental interest of the District is, on a continuing basis, to be reasonably assured that Charter Corporation is: (1) successfully implementing the provisions of the Charter, as granted; (2) obeying all requirements of federal, state, and local law that apply to Charter School; (3)

operating prudently and soundly in all respects; and (4) providing a sound educational program for Charter School's students.

- H. The Parties recognize and agree that Charter School shall not charge tuition, shall be nonsectarian in its programs, admission policies, employment practices, and all other operations, and shall not discriminate against a pupil on the basis of any of the protected categories set forth in Education Code § 220.
- I. The Parties recognize that there are matters related to the operation of Charter School and the effective oversight of Charter Corporation that go beyond the provisions included in the Charter or that need further clarification. The District also acknowledges that the operation of Charter School is to be solely carried out by Charter Corporation. This Agreement is intended to address those matters that have not been covered in the Charter and to provide guidance on the oversight policies and procedures of the District. Further, this Agreement is intended to outline the Parties' agreements governing their respective fiscal and administrative responsibilities and their legal relationship.
- J. If the terms of this Agreement conflict with the terms of the Charter, this Agreement will control while the District and Charter Corporation negotiate any necessary amendments to the Charter to achieve consistency.

II. AGREEMENTS

A. Terms

1. This Agreement will govern the relationship between the District and Charter Corporation regarding the operation of Charter School.
2. Any modification of this Agreement must be in writing and executed by duly authorized representatives of both Charter Corporation and the District.
3. The duly authorized representative of Charter Corporation is the Executive Director, or any designee thereof.
4. The duly authorized representative of the District is the Superintendent or any designee thereof.
5. All communication regarding any aspect of the operation of Charter School shall be initiated by Charter Corporation with the Superintendent, unless the Superintendent delegates this function to another officer of the District. The authority of the Superintendent shall be as determined by the Board of Trustees of the District. The Board of Trustees shall approve all formal District actions related to oversight and monitoring of Charter School.
6. The term of this Agreement shall be coterminous with the term of the Charter granted to Charter School. This Agreement is subject to approval by the respective Governing Boards of the District and Charter Corporation. The Parties shall, however, review the terms of this Agreement annually and, by February 1 of each year, present proposed revisions to the Agreement. If the Parties cannot agree to the proposed revisions by April 30 of that year, the existing Agreement will continue in effect until mutually modified. Nothing in this Section shall prevent either party from suggesting, proposing or agreeing to a revision to this Agreement at any time during the year.

7. Upon termination or revocation of the Charter, this Agreement shall expire.
8. Should Charter School fail to comply with the conditions of the Charter, the District shall have the right to revoke the Charter in accordance with Education Code § 47607 and its applicable regulations.
9. This Agreement is subject to early termination only as set forth herein or as otherwise permitted by law. Renewal of the Charter shall be based, in part, on compliance with the terms set forth in this Agreement, the District policy, and applicable law.

B. Operation of Charter School

1. Charter School is a public charter school that shall be operated pursuant to the Charter, plus specific approved conditions, if any.
2. Charter School is authorized by the District to operate with grades TK-6.
3. As of the effective date of the Charter, and subsequently at all times it is operational, Charter School and/or Charter Corporation will post and/or update the required information, including that set forth below, on Charter School's and/or Charter Corporation's website. Charter School and/or Charter Corporation will update the posting within ten (10) days whenever the information changes.
 - a. The names and contact information for the principal contacts for Charter School; and
 - b. The names and contact information for Charter School's and/or Charter Corporation's management/operational leadership and for Charter School's and/or Charter Corporation's Board of Directors.
4. Charter School and/or Charter Corporation will provide the District with written notice whenever information changes, including any change in the directors, officers, administrators, and management whenever the information changes, in no event later than ten (10) days after the change.

C. Governance

1. Charter School will operate consistent with Education Code § 47604(a) and (b). Charter Corporation acknowledges, as is stated in its Charter, that it is a separate legal entity and the District is not liable for the debts and/or obligations of Charter Corporation or Charter School or for claims arising from the performance of acts, errors, or omissions by Charter Corporation or Charter School per Education Code § 47604(d).
2. The Parties further recognize that consistent with the Charter, Charter Corporation has obtained and maintains status as a nonprofit public benefit corporation as provided in Education Code § 47604.
3. The District reserves the right to appoint a single representative to Charter Corporation's Board of Directors in accordance with Education Code § 47604(c).
4. The Board of Directors of Charter Corporation shall conduct public meetings within the physical boundaries of Fresno County at such intervals as are necessary to ensure that the Board

is providing sufficient direction to Charter Corporation and Charter School through implementation of effective policies and procedures. Charter School shall establish a two-way teleconference location at Charter School. Board meetings of Charter Corporation will be conducted in compliance with the requirements of the Ralph M. Brown Act (Government Code § 54950 et seq.) (the "Brown Act").

5. Charter Corporation shall ensure that all members of the Board of Directors of Charter Corporation, Charter School's leader, Charter School's primary financial contact, and any other Charter School staff deemed appropriate by Charter Corporation, have participated in training on the requirements of the Brown Act and the Political Reform Act. Verification of such training shall be provided to the District.
6. The Board of Directors of Charter Corporation shall audio record, video record, or both, all Board meetings and post the recordings on Charter School's internet website.
7. Copies of meeting agendas for meetings of Charter Corporation's Board of Directors and Charter School's School Site Governing Board shall be provided to the District at the time they are distributed to the public pursuant to the Brown Act. Copies of meeting minutes shall be provided to the District within 30 days after their approval by the respective governance bodies.

D. Required Governance Documentation

1. Charter Corporation shall provide the District with the documents described herein by the dates specified.
2. Charter Corporation shall provide up-to-date versions of all required documents by August 1st of each year, or as otherwise specified.
3. In the event of a change in the following specified documents, an updated version shall be sent within ten (10) business days of the date the change is approved by Charter Corporation's Board of Directors:
 - a. Articles of Incorporation;
 - b. Bylaws;
 - c. Conflict of Interest Code;
 - d. Roster of Charter Corporation's Board of Directors;
 - e. Schedule of Board of Directors meetings;
 - f. Name and contact information for Charter School's leader (e.g., principal, executive director, or head of school);
 - g. Name and contact information for Charter School's primary financial contact (e.g., CFO, COO, accountant, or back-office financial services provider); and
 - h. Any lease(s) and/or other documentation relating to the facility(ies) in which Charter School is located and/or operates from.

4. Charter Corporation shall promptly respond to all reasonable inquiries by the District and its designees and any other authorized agency, including but not limited to financial inquiries related to Charter School.

E. Admissions and Recruitment

1. The Parties recognize and agree that Charter School will be nonsectarian in its admission policies, programs, practices, and operations. Charter School will not charge tuition and admission to Charter School will not be determined according to the place of residence of the pupil or the pupil's parent or legal guardian. Charter school will be open to all pupils who wish to attend.
2. Charter School shall adopt and adhere to anti-discrimination policies that are consistent with federal and state law and that prohibit unlawful discrimination against any protected category. Protected categories are set forth federally under Title IX and in California are enumerated by Government Code § 12940, Education Code §§ 200 and 220, and Government Code § 11135. Protected categories include, but are not limited to, disability, sex, gender, gender identity, gender expression, nationality, race, color, ethnicity, ancestry, national origin, age, religion, sexual orientation, immigration status, medical condition, and genetic information, as well as association with a member of a protected category. Additionally, as set forth in Education Code § 231.5, it is the policy of the State of California, pursuant to Education Code § 200, that all persons, regardless of their sex, should enjoy freedom from discrimination of any kind in the educational institutions of the state. This includes sexual harassment, which is a form of sexual discrimination.
3. Charter School shall not discourage a pupil from enrolling or seeking to enroll in Charter School for any reason, including, but not limited to, academic performance of the pupil or because the pupil is in a protected category. Charter School agrees it will not request or require a pupil's records before enrollment. Charter School also will not encourage a pupil to disenroll from Charter School or transfer to another school for any reason, including, but not limited to, academic performance of the pupil or because the pupil is in a protected category. Charter School shall provide a pupil's parent or guardian with a notice confirming these requirements when they inquire about enrollment, before conducting an enrollment lottery, and before disenrollment of a pupil.
4. If the number of pupils who wish to attend Charter School exceeds capacity, attendance at Charter School shall be determined by a public random drawing in which preference will be extended to pupils as set forth in the Charter. Charter School agrees that preferences shall be consistent with federal law, the California constitution and Education Code § 200 and will not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation.
5. Charter School shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment in accordance with Education Code § 49011.
6. As of the effective date of the Charter, and at all times it is operational during the Charter term, Charter School will have the following enrollment and admissions information posted on Charter School's website and will update the posting as quickly as possible whenever the information changes:

- a. Procedures and timeline for enrollment, admission, and the public random drawing, which will include, but not be limited to, an assurance that Charter School will provide enrollment preferences as specified in the Charter and in compliance with Education Code § 47605(e)(2)(B).
 - b. Descriptions of outreach and recruitment activities to reach the target population.
 - c. Evidence that enrollment preferences and random drawing preferences are consistent with the Charter and all applicable federal and state laws.
 - d. A copy of the application and enrollment forms and information provided to prospective families.
 - e. Notice that Charter School complies with all requirements not to discourage a pupil from enrolling or seeking enrollment as developed by the California Department of Education.
 - f. Process for a pupil who is expelled or leaves Charter School without graduating or completing the school year for any reason, including procedures for notifying the superintendent of the school district of the pupil's last known address within 30 days per Education Code § 47605(e)(3).
7. Charter School shall make a serious and consistent effort to recruit students to Charter School to: (1) achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, that is reflective of the general population residing within the District; and (2) to fulfill its mission to serve students from communities throughout the County of Fresno.

F. Funding

1. Charter School has elected to receive the state aid portion of Charter School's total Local Control Funding Formula ("LCFF") allocation directly pursuant to Education Code § 47651.
2. Charter School is eligible for a general-purpose entitlement and supplemental funding allocated through the LCFF under Education Code § 42238 et seq. LCFF funding will be apportioned by Average Daily Attendance (ADA). Charter School will be responsible for providing the California Department of Education with all data required for funding. LCFF funding will not include:
 - a. Programs for which Charter School is required to apply separately, such as summer school.
 - b. Special education programs, which funds are allocated to the SELPA in which Charter School is affiliated.
 - c. Lottery funds as Charter School will be funded directly from the state for its share of these funds. A portion of lottery funds must be spent on instruction, as dictated by the state.
3. In addition to LCFF funding, Charter School may receive Block Grant Funding for eligible expenses consistent with state law. It shall be the responsibility of Charter School to independently apply for funding beyond the basic statutory entitlements of the base grant due to Charter School under LCFF.

4. Charter School is eligible for federal funding including, but not limited to: Title I, II, IV and VII, based on the qualification of Charter School's students for such funding.
5. Charter School may receive funding from new or one-time funding sources available to schools or school districts provided by the State of California to the extent that Charter School and its students generate such entitlements. Additionally, Charter School may apply for private grants.
6. Grants written by and obtained by Charter School will come directly to Charter School and not go through the District or be subtracted from the resources the District would otherwise have allocated to Charter School.
7. In addition to LCFF funding specified herein, the Parties recognize the ability of Charter School to pursue additional sources of funding.
8. If the District applies for additional sources of funding in the form of grants and/or categorical funding at the request of and for the benefit of Charter School, the District will receive a percentage of such funds to be allocated to Charter School. The District will charge the maximum indirect cost as allowed under law or the grant. Funds shall be allocated to Charter School on a prorated basis related to the formula that generates the funds. For example, if funds are generated on a per eligible student basis, they shall be allocated to Charter School on a per eligible student basis minus the administration fee (e.g., indirect charge fee) charged by the District.
9. Charter School shall cooperate fully with the District in applications made by the District on behalf of the students of Charter School.
10. Charter Corporation and Charter School agree to comply with all applicable laws and regulations related to expenditures and receipt of such funds.
11. Charter School is also entitled to lottery funds and a variety of state and federal application-based programs, as well as various grant opportunities. It shall be the responsibility of Charter School to apply for funding beyond the base statutory entitlement.
12. The District shall annually transfer to Charter Corporation funding in lieu of property taxes in monthly installments on or before the fifteenth (15th) of each month pursuant to Education Code § 47635.
13. Pursuant to Education Code § 47604(d), Charter School agrees that all loans received by Charter School shall be the sole responsibility of Charter School and the District shall have no obligation for repayment. Charter Corporation is to operate Charter School in a financially sound fashion. It is agreed that all loans sought by Charter Corporation for Charter School shall be authorized in writing in advance by Charter Corporation and shall be the sole responsibility of Charter Corporation. In no event shall the District have any obligation for repayment of such loans.
14. Charter Corporation and Charter School will use all revenue received from state and federal sources only for the educational services of Charter Corporation and Charter School and for the benefit of the students enrolled and attending Charter School. Sources of funding must be used in accordance with applicable state and federal statutes and the terms or conditions, if any, of any grant or donation.

15. Charter Corporation and the District agree to negotiate on a case-by-case basis for additional funding pursuant to Education Code § 47636.
16. This Funding section, as well as all other sections of this Agreement, shall be applied consistent with the statutes and regulations applicable to charter schools, which may from time to time be amended or modified by the Legislature or the State Board of Education. Nothing contained in this Agreement shall be deemed a waiver by either party of the rights and obligations under these laws.
17. The District shall not advance any funds to Charter Corporation for Charter School. In addition, the District shall not act as or provide a line of credit to Charter Corporation for Charter School.
18. Charter Corporation on behalf of Charter School shall seek reimbursements of its mandated costs, if any, directly from the state.
19. In the event the District seeks and receives a voter-approved bond, parcel tax, etc., Charter School and/or Charter Corporation shall have no entitlement to any portion of the funds unless otherwise negotiated in advance and agreed to in writing by the Parties. The Parties shall meet sufficiently in advance of any action by the District to pursue such measures so as to advise Charter Corporation and to determine the positions of the Parties. Charter Corporation agrees that it and Charter School have no entitlement to funds currently being received, if any, by the District under former parcel tax or bond elections.

G. Legal Relationship

1. The Parties recognize that Charter Corporation is a separate legal entity that operates Charter School under the supervisory oversight of the District.
2. Charter School shall be wholly responsible for its own operations and shall manage its operations efficiently and economically pursuant to its annual budget. The District shall not be liable for the debts and/or obligations of Charter School or for claims arising from the performance of acts, errors, or omissions by Charter School if the District has complied with its oversight responsibilities, including those required by Education Code §§ 47604.32 and 47605(m).
3. Charter School shall retain the right to use its own legal counsel and will be responsible for procuring such counsel and paying all associated costs and fees.
4. Neither Charter School nor Charter Corporation shall have the authority to enter into a contract that would bind the District, nor to extend the credit of the District to any third person or party. Charter School shall clearly indicate to vendors and other entities and individuals outside the District with which or with whom Charter School enters into an agreement or contract for goods or services that the obligations of Charter School under such agreement or contract are solely the responsibility of Charter School and are not the responsibility of the District.
5. Notwithstanding any other indemnification provisions contained in this Agreement, Charter School and Charter Corporation agree, acknowledge, and accept full responsibility and liability for their policies, requirements, processes, and procedures, including their admissions and public random drawing requirements, policies and procedures. Charter Corporation shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the District, its trustees, officers, directors, employees, attorneys, agents, representatives, volunteers,

successors and assigns (collectively hereinafter “the District and District Personnel”) from and against any and all actions, suits, proceedings, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorneys’ fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the District and District Personnel, that may be asserted or claimed by any person, firm, association, or entity arising out of, in whole or in part, or in connection with, the District’s approval of Charter School’s or Charter Corporation’s Charter, Charter School’s or Charter Corporation’s performance under the Charter, Charter School’s or Charter Corporation’s performance under this Agreement or any acts or errors or omissions by Charter School or Charter Corporation, their officers, directors, administrators, employees, attorneys, agents, representatives, volunteers, successors and assigns, including, but not limited to, arising out of Charter School’s policies and procedures, such as its application requirements, admission requirements, and public random drawing procedures.

6. To the extent required by law, Charter Corporation and Charter School agree to comply at all times with all applicable state and/or federal laws (which may be amended from time to time), including, without limitation, those set forth in Education Code § 47604.1 and the following:
 - a. The Ralph M. Brown Act (Government Code § 54950 et seq.);
 - b. The California Public Records Act (Government Code § 6250 et seq.);
 - c. Conflict of interest laws applicable to charter schools, including without limitation, the Political Reform Act and its administration by the California Fair Political Practices Commission (Government Code § 81000 et seq.);
 - d. Government Code § 1090 et seq., as set forth in Education Code § 47604.1;
 - e. The Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. § 1232g);
 - f. The Child Abuse and Neglect Reporting Act (Penal Code § 11164 et seq.);
 - g. The Individuals with Disabilities Education Act (“IDEA”) (20 U.S.C. § 1400 et seq.);
 - h. The Americans with Disabilities Act (“ADA”) and the Americans with Disabilities Act Amendments Act of 2008 (“ADAAA”) (42 U.S.C. § 12101 et seq.);
 - i. The U.S. Civil Rights Acts, including Title VII of the 1964 Civil Rights Act;
 - j. The California Fair Employment and Housing Act (“FEHA”) (Government Code § 12900 et seq.);
 - k. The Age Discrimination in Employment Act (“ADEA”) (29 U.S.C. § 621 et seq.);
 - l. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.);
 - m. Education Code § 220 (prohibiting discrimination); and
 - n. The Uniform Complaint Procedures (5 CCR § 4600 et seq.).

7. Charter Corporation agrees that all of its records that relate in any way to the operation of Charter School, including those submitted to the District, shall be treated as public records subject to the requirements of the Public Records Act, as well as Education Code § 47604.3.

H. Fiscal Relationship

1. Oversight Obligations. The District's oversight obligations include, but are not limited to, the following:
 - a. Review and revision of this Agreement, and subsequent agreements, to clarify and interpret the Charter, and any revisions to the Charter and the relationship between Charter School and the District.
 - b. Monitoring performance and compliance with the Charter and with applicable laws, including the following:
 - i. Identifying at least one staff member as a contact person for Charter School;
 - ii. Visiting Charter School at least annually;
 - iii. Ensuring that all reports required by law, including the local control and accountability plan and annual update to the local control and accountability plan required pursuant to Education Code § 47606.5
 - iv. Monitoring the fiscal condition of Charter School; and
 - v. Conducting the Charter revocation process, as necessary, pursuant to Education Code § 47607 and its applicable regulations, including hearing/investigating alleged violations and monitoring efforts to cure.
 - vi. Notifying the California Department of Education upon the occurrence of any of the circumstances described in Education Code § 47604.32(a)(5).
2. Charter School shall promptly respond to all reasonable inquiries of the District, including, but not limited to, inquiries regarding Charter School's financial records. The District shall promptly respond to all reasonable inquiries made by Charter Corporation, including, but not limited to, inquiries regarding financial records in which the District maintains base data or information.
3. For purposes of fiscal oversight and monitoring by the District, Charter Corporation shall provide the District with a copy of documents, data and reports in the form and at the times specified by the District. All problems, questions, concerns, and/or issues, if any, related to the documents, data and reports that are produced by Charter Corporation and delivered to the District shall be brought to Charter Corporation's attention in writing within thirty (30) days of receipt by the District of the documents, data and records.
4. Charter Corporation shall provide such other documents, data and reports as may be reasonably requested or required by the County Superintendent of Schools, including the annual reports set forth in Education Code § 47604.33, which must be prepared and submitted to the District and the County Superintendent of Schools.

5. The District will use any financial or other information it obtains from Charter Corporation and Charter School, including, but not limited to, the reports required by Education Code § 47604.33, to perform its duties described in Education Code § 47604.32(a), including monitoring the fiscal condition of Charter School
6. It is recommended that Charter School maintain a minimum ending fund balance of not less than 3% as a reserve for economic uncertainties.
7. Oversight Services. Charter Corporation shall pay the District an amount equal to one percent (1%) of Charter School's revenues (excluding any monies for which the District has received as indirect cost rate charge) to cover the actual cost of supervisorial oversight. Charter School's revenue means the LCFF entitlement. This is the amount received in the current fiscal year from the LCFF calculated pursuant to Education Code § 42238.02, as implemented by Education Code § 42238.03. Payment shall be made by Charter Corporation monthly, at the same time as the in-lieu property taxes are distributed by the District.
8. The Parties agree that the District shall not act as fiscal agent for Charter Corporation or Charter School. It is agreed that Charter Corporation shall be solely responsible for all fiscal services for Charter School, including payroll, purchasing, attendance reporting, and completion and submission of state budget forms. The District shall process and transfer to Charter Corporation all payments received by the District for Charter School in a timely fashion.
9. To the extent Charter Corporation wishes to contract with the District for any services to Charter School beyond those specified in this Agreement, a separate written contract with the District shall be required and the costs of such services shall be paid in full by Charter Corporation.

I. Financial Reporting

1. Budget Data

- a. A preliminary budget shall be provided to the District and the County Superintendent of Schools for review on or before May 31 of each year. All key budget variables, including revenue, expenditure, debit, and beginning and ending balance variables shall be defined.
- b. A copy of the adopted budget shall be provided to the District for review no later than July 15th of each year.
- c. A copy of Charter Corporation's adopted budget guidelines, fiscal policies, and internal controls shall be provided to the District within four weeks of adoption of this Agreement and then followed by annual updates.

2. Cash Flow Data

- a. Cash flow projections shall be submitted with each quarterly financial report, as detailed below.
- b. The District shall be notified at least three (3) weeks in advance (or a shorter time period upon showing of good cause by Charter School) of any action by Charter Corporation's Board of Directors' to incur short- or long-term debt. Financing documents shall be made available for the District's review upon request.

- c. The District shall provide Charter Corporation with in-lieu property tax estimates and other available financial data necessary for Charter Corporation to meet its budget and fiscal obligations outlined in this Agreement and in applicable law within a reasonable period of time after a written request by Charter Corporation, but in no case later than 30 days thereafter.

3. Financial Data

- a. The first interim financial report shall be prepared and submitted to the District and the County Superintendent of Schools on or before December 15 of each year. This first interim financial report shall reflect changes through October 31.
- b. The second interim financial report shall be prepared and submitted to the District and the County Superintendent of Schools on or before March 15 of each year. This second interim financial report shall reflect changes through January 31.
- c. The third interim financial report shall be prepared and submitted to the District on or before June 15 of each year, if deemed necessary by the District. This third interim financial report shall reflect changes through April 30.
- d. The final unaudited financial report for the full prior year shall be prepared and submitted to the District and the County Superintendent of Schools on or before September 1 of each year or within two weeks of receiving year-end closing data from the District, whichever is later.

4. Financial Audit

- a. Charter Corporation shall provide a copy of Charter School's audited financial report to the District, the County Superintendent of Schools, the State Controller, and the California Department of Education by December 15 of each year.
- b. Audit exceptions or deficiencies identified in the audit report shall be addressed by Charter School through the development of a remediation plan outlining how and when they will be resolved. Such remediation plan shall be provided to the District by January 15 of each year or within 4 weeks following the finalization of the audited financial report, whichever is later.

J. Attendance Reporting

- 1. Charter Corporation shall use commercially available attendance accounting software (such as Power School, etc.) for student attendance accounting at Charter School.
- 2. Charter Corporation, on behalf of Charter School, shall submit enrollment and attendance data as required to receive apportionment of funding according to the specified deadlines. The District staff will review and certify the accuracy of Charter School's attendance data submitted by Charter Corporation only when all documentation has been submitted and is accurate. Attendance data submitted without the requisite detail will not be processed and may result in a delay of funding to Charter School.
- 3. Student data covering demographic, behavioral and program participation, etc., are needed for effective oversight responsibilities as well as timely and efficient state and federal reporting on

behalf of the District and charter schools. Consequently, Charter School shall adhere to the following:

- a. Charter School shall submit student enrollment projections to the District by March 1 of the preceding school year.
- b. Charter Corporation shall submit monthly summary reports of enrollment and average daily attendance ("ADA") no later than five (5) business days following the close of the period.
- c. Charter School shall maintain contemporaneous written records of enrollment and ADA and make these records available to the District for inspection and audit.
- d. Charter School shall provide copies of P-1 and P-2 and annual state attendance reports to the District by January 15, April 30, and June 20, respectively, of each year.
- e. Charter School shall provide to the District copies of amended state attendance reports, if any, within three weeks of discovery of the need for making such an amendment.

K. Special Education Services/Section 504

1. Charter School will not be categorized as a public school with the District for purposes of Special Education services. Charter School will exist under the Special Education Local Plan Area (SELPA) of the El Dorado County Charter SELPA and will be categorized as a local educational agency member of the El Dorado County Charter SELPA in conformity with Education Code § 47641(a).
2. It is understood that all pupils will have access to Charter School, no student shall be denied admission due to disability and Charter School's preferences shall not result in limiting enrollment access for pupils with disabilities. Charter School confirms that it will have the means in place to achieve a balance of special education pupils that is reflective of the general population residing within the territorial jurisdiction of the District and that it will comply with all applicable state and federal Special Education laws.
3. Pursuant to Education Code § 47641, Charter School has elected to participate as an independent LEA for Special Education services; and therefore, pursuant to Education Code § 47641, the El Dorado County Charter SELPA has deemed Charter School a public school of the El Dorado County Charter SELPA for Special Education purposes. Charter School and the El Dorado County Charter SELPA are solely responsible for providing all Special Education services. No Special Education services whatsoever will be provided by the District to Charter School. Charter School and the El Dorado County Charter SELPA are solely responsible for notifying parents that Special Education services are provided through the El Dorado County Charter SELPA and not the District.
4. Complaints. Charter School and the El Dorado County Charter SELPA shall address, respond to and investigate all complaints received involving Special Education. The District shall have no involvement in any complaints relating to Special Education services at Charter School, unless the District determines that its involvement is necessary as a result of its oversight responsibilities.

5. Indemnity. Charter School agrees to defend, indemnify, and hold the District and District Personnel harmless from any liabilities, claims, demands, attorneys' fees and costs arising out of or related in any way to the failure to deliver or the delivery of Special Education services by or involving the El Dorado County Charter SELPA and Charter School to its students and any and all conduct or allegations related thereto. Charter School further agrees to defend, indemnify, and hold the District and District Personnel harmless from any liabilities, claims, demands, attorneys' fees and costs arising out of or related in any way to the delivery of Special Education services that may have been previously provided to Charter School by the District.

L. Insurance and Risk Management

1. Charter Corporation, as applicable, will obtain its own insurance coverage to cover the operations of Charter School and supply the District with certificates of insurance and proof of insurance as initially outlined below, which may change annually based on, among other factors, size and location of Charter School. Charter Corporation shall instruct the insurance carrier(s) to inform the District immediately if the coverage becomes inoperative for any reason. The District may request to see evidence of insurance coverage during site visits.
2. Charter Corporation shall procure from an insurance carrier licensed to do business in the State of California or a qualified joint power authority ("JPA") registered with the California Department of Industrial Relations, and keep in full force during the term of the Charter, at least the following insurance coverage for itself, Charter School, and the District:
 - a. Property Insurance against fire, vandalism, malicious mischief and such other perils as are included in "special form" coverage insuring all of Charter Corporation's trade fixtures, furnishings, equipment and other personal property. The property policy shall include "extra expense" coverage and shall be in an amount not less than 100% of the replacement value.
 - b. Commercial General Liability Insurance in an amount not less than Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) in total general liability insurance for bodily injury (including death), property damage and personal and advertising injury arising out of or connected to Charter Corporation's premises and operations. Charter Corporation shall also maintain errors and omissions/educators legal liability, sexual abuse and molestation coverage, and employment practices liability of Charter Corporation, its governing board, officers, agents, or employees of Charter School with limits of not less than the amount stated above. Charter School represents that its insurance shall cover all situations under which Charter School is responsible to defend and indemnify herein. The amount of total general liability insurance required shall increase to seven million, five hundred thousand dollars (\$7,500,000) if Charter School's ADA (as reported at P-Annual) exceeds 1,000. The deductible per occurrence for said insurance coverage stated herein shall not exceed twenty thousand dollars (\$20,000).
 - c. Comprehensive or Business Automobile Liability Insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence, Combined Single Limit for Bodily Injury and Property Damage including coverage for Owned, Non-owned and Hired Vehicles, as applicable.
 - d. Workers' Compensation Insurance in accordance with the provisions of the California Labor Code, insurance adequate to protect Charter Corporation from claims under Workers' Compensation Acts which may arise from its operation of Charter School, with

statutory limits and Employer's Liability limits (including employment practices coverage) of not less than One Million Dollars (\$1,000,000) each occurrence.

3. If any policies are written on a claims-made form, Charter School agrees to maintain such insurance continuously in force for three years following non-renewal, termination or revocation of the Charter or extend the period for reporting claims for three years following the non-renewal, termination or revocation of the Charter to the effect that occurrences which take place during this shall be insured.
4. Charter School shall be responsible, at its sole expense, for separately insuring its personal property.
5. Charter School shall procure and maintain for the duration of this Agreement the specific insurance policies listed herein with the specified limits per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. If Charter School maintains broader coverage and/or higher limits than the minimums shown herein, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by Charter School. Charter School's liability policy or policies must provide all liability Charter School is required to insure against by law and authorized to insure against. The District and District Personnel shall be covered as additional insureds via an endorsement to all liability policies maintained by Charter School. Such endorsement shall provide that all additional insured coverage afforded to the District and District Personnel under Charter School's insurance coverage shall be primary and noncontributory as respects the District and District Personnel. Any insurance or self-insurance maintained by the District or District Personnel shall be excess of Charter School's insurance and shall not contribute with it. Each insurance policy required above shall be endorsed to provide that coverage shall not be canceled, except with notice to the District.
6. Copies of all policies of insurance and certificates of coverage shall be provided by Charter Corporation to the District annually, but no later than two weeks prior to the commencement of the school year. The District shall receive written notification 30 days in advance of the termination or cancellation of any insurance policy maintained by Charter School.
7. Charter Corporation and Charter School shall hold harmless, defend, and indemnify the District and District Personnel from every liability, claim, or demand which may be made by reason of (1) any injury to volunteers; and (2) any injury to person or property sustained by any person, firm, or corporation caused by any intentional or negligent act or omission of Charter Corporation and/or Charter School, its officers, employees or agents. In cases of such liabilities, claims, or demands, Charter Corporation, at its own expense and risk, shall defend with legal counsel satisfactory to the District all legal proceedings which may be brought against the District and District Personnel, and shall satisfy any resulting judgments up to the required amounts that may be rendered against any of them. This indemnity and hold harmless provision shall exclude actions brought by third persons against the District and District Personnel arising out of the gross negligence or intentional acts, errors, or omissions of the District and District Personnel.
8. In addition, Charter School shall institute a Risk Management Plan, including policies and practices to address reasonably foreseeable occurrences, and will annually provide the District with certification in writing that such policies and practices have been instituted at Charter School.

9. A copy of Charter School's Safety Plan shall be provided to the District two weeks prior to commencement of the first school year and when reviewed and updated annually by March 1 of each year. The school safety plan shall include the following safety topics listed in Education Code § 32282(a)(2)(A)-(J):
 - a. Child abuse reporting procedures.
 - b. Disaster procedures, routine and emergency, with adaptations for pupils with disabilities in accordance with the federal Americans with Disabilities Act of 1990, that include:
 - i. Establishing an earthquake emergency procedure system that includes a school building disaster plan, a drop procedure where each pupil and staff member takes cover, protective measures to be taken before, during and following an earthquake, and a program to ensure that pupils and both the certificated and classified staff are aware of, and properly trained in, the earthquake emergency procedure system.
 - ii. Establishing a procedure to allow a public agency to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare.
 - c. Policies for pupils who committed an act that would lead to suspension, expulsion, or mandatory expulsion recommendations.
 - d. Procedures to notify teachers of dangerous pupils.
 - e. A discrimination and harassment policy consistent with the prohibition against discrimination.
 - f. The provisions of any schoolwide dress code that prohibits pupils from wearing "gang-related apparel," if the school has adopted that type of a dress code.
 - g. Procedures for safe ingress and egress of pupils, parents, and school employees to and from school.
 - h. A safe and orderly environment conducive to learning at the school.
 - i. The rules and procedures on school discipline.
 - j. Procedures for conducting tactical responses to criminal incidents, including procedures related to individuals with guns on school campuses and at school-related functions.
10. Health benefits plans and policies shall be provided, upon request, to the District within eight weeks of mutual approval of this Agreement and thereafter annually by no later than two weeks prior to the commencement of the school year.

M. Human Resources Management

1. All staff working at Charter School are employees of Charter Corporation, which shall have sole responsibility for employment, management, salary, benefits, dismissal and discipline of its employees.

2. Charter Corporation is deemed the exclusive employer of the employees of Charter School for the purposes of the Educational Employee Relations Act (EERA) under Government Code § 3540 et seq. and will be considered the public school employer of the employees at Charter School for purposes of collective bargaining.
3. Actual staffing data shall be provided to the District, upon request. Teacher credentials and permits shall be maintained on file at Charter School and shall be subject to periodic inspection by the District. Copies of credentials and a list of teaching/class assignments for each teacher shall be provided to the District by Charter School at the commencement of each school year.
4. Charter School will comply with the credentialing requirements for teachers at Charter School set forth in Education Code § 47605(l) as well as any applicable federal laws. Charter School will provide written verification of compliance with Education Code § 47605(l) to the District at the commencement of each school year.
5. Certificated and classified employee salary schedules shall be provided, upon request. A copy of Charter Corporation's personnel and payroll policies shall be provided upon commencement of the first school year by August 1 and annually thereafter. Copies of individual employment contracts shall be maintained on file at Charter School and shall be subject to periodic inspection by the District.
6. Charter Corporation shall provide to the District, upon request, the job descriptions and qualifications for each position at Charter School.
7. Charter Corporation may process Charter School's State Teachers' Retirement System ("STRS") and Public Employees Retirement System ("PERS") deductions and contributions. Charter Corporation shall accept and assume sole financial responsibility for all STRS and PERS reporting fines and penalties resulting from incomplete, inaccurate, or late reports and/or inadequate or late deposits from any cause whatsoever, except to the extent resulting from the sole negligence of the District. Such responsibility shall include but not be limited to any and all reporting fines and/or penalties.
8. Charter Corporation shall distribute a copy of its Employee Handbook to each employee at Charter School each year. At a minimum, the handbook shall include a statement that Charter Corporation is the exclusive public employer of employees at Charter School and has sole responsibility for employment, management, salary, benefits, dismissal and discipline of its employees. The handbook shall also include specific expectations for employee performance and behavior, due process rights of employees related to disciplinary actions (including termination), compensation and benefit information, and a description of both informal and formal complaint procedures that employees may pursue in the event of disagreements. Such handbook shall be provided to the District upon request.
9. At all times during the term of the Charter, Charter Corporation employees at Charter School, parent volunteers who will be performing services with Charter Corporation students that are not under the direct supervision of a certificated teacher, and all vendors having unsupervised contact with Charter Corporation students will submit to background checks and fingerprinting in accordance with Education Code § 45125.1. Charter Corporation will provide certification to the District that all employees and volunteers/vendors (as applicable) have cleared a criminal record check through the Department of Justice ("DOJ") and the Federal Bureau of Investigation ("FBI") prior to having any unsupervised contact with students.

10. Charter Corporation shall maintain on file and have available for inspection during site visits, evidence that it has performed criminal background checks for all employees and documentation certifying that vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students.

N. Student Records/Expulsions

1. To the extent necessary to discharge its reasonable supervisory oversight activities, Charter School hereby designates the employees of the District as having a legitimate educational interest such that they are entitled, upon request, to access Charter School's education records under FERPA (20 U.S.C. § 1232g) and related state laws regarding student records. The District, Charter School, and their offices and employees shall comply with FERPA and state laws regarding student records.
2. If a Charter School student is expelled or leaves Charter School without graduating or completing the school year for any reason, Charter School shall notify the superintendent of the school district of the student's last known address within 30 days pursuant to Education Code § 47605(e)(3). Charter School shall maintain records of such notifications during the term of this Agreement for the District review upon request.
3. Neither Charter School nor the District shall be obligated to accept enrollment of any student who has been expelled from the other entity during the term of the expulsion, consistent with applicable law(s) and policy. This shall not be read to mean Charter School may not refer expelled students to the District if the District is their school district of residence. Charter School may still refer expelled students back to their district of residence, which may be the District; however, the Parties understand and agree Charter School has no control of or responsibility for the District's decision to accept such students after Charter School's referral.
4. Charter School shall provide to the District Charter School's student discipline policies upon commencement of the first year of instruction and annually thereafter, as updated.
5. Charter School may request the District to process student expulsions. The District will charge Charter School for the cost associated with the provision of the student expulsion services at the then current rate.

O. Transportation

1. Charter Corporation shall be responsible for any and all transportation offered to students who enroll in Charter School, including but not limited to any and all transportation required in any student's IDEA Individualized Education Program ("IEP") or Rehabilitation Act Section 504 Plan.
2. Charter School may, at its sole option, provide transportation services for Charter School students to and from school.
3. Charter School will be responsible for providing transportation for field trips, including using public transportation.
4. Charter School may request the use of the District's buses for field trips. Such request must be sent to the District's Transportation Department and Charter School shall pay the cost of the

field trip buses. Charter School may further arrange charter buses through the District's Transportation Department and pay all applicable charges.

P. Nutritional Services

1. Charter School shall provide, for each needy pupil, one nutritionally adequate free or reduced-price meal during each school day as set forth in Education Code § 49550. Needy children shall be defined as those children who meet federal eligibility criteria for free and reduced-price meals as defined in Education Code § 49531.
2. Charter School will be responsible for providing its own food services, if any. If Charter Corporation wishes the District to operate food services (breakfast and lunch) for Charter School, the District will retain the state and/or federal revenue for any food services provided by the District to Charter School. The District may provide food services for Charter School during any extended school year (i.e., summer school). The District shall advise Charter School as to any necessary reporting required by state or federal agencies.

Q. Educational Program

1. Subject to the District's oversight and compliance with the Charter and applicable state and federal law, Charter Corporation is autonomous for the purposes of, among other things, deciding Charter School's educational program.
2. Charter Corporation shall comply with and adhere to the state requirements for participation and administration of all state mandated tests for Charter School.
3. Charter School shall comply with Education Code § 47606.5 (regarding local control and accountability plans), as that statute may be amended from time to time, as well as its applicable regulations. Charter School's local control and accountability plan and an annual update to the local control and accountability plan ("LCAP") shall be annually prepared and submitted to the District and the County Superintendent of Schools on or before July 1 of each year, unless a different date is established by law. The Parties acknowledge that results reported on the LCAP may be relied upon by the District in making decisions on material revisions, charter renewal and replication of charter schools.
4. Charter School's calendar shall be submitted annually to the District for review and verification of compliance with instructional day and minutes requirements. Any calendar changes must be provided to the District by April 1 prior to the beginning of a new school year. Any calendar changes made following April 1 must be provided to the District immediately and no later than ten (10) business day following the change.
5. Charter School is accountable for pupil outcomes identified in the Charter.
6. Charter Corporation will prepare an annual report providing all information necessary to demonstrate that Charter School is meeting the applicable accountability standards. Charter School shall also conform to the California School Dashboard performance requirements and any special funding programs that have additional performance standards. The annual report shall be provided to the District by June 30 of each year.
7. At the request of the District, Charter Corporation shall present updates and/or reports regarding Charter School to the District during the year.

R. English Learner Services

1. If Charter School is using the District's English Learner Services, students who enroll at Charter School shall complete a Home Language Survey at the time of enrollment. Charter School shall then fax the surveys to the District's Department of English Learner Services, which will coordinate the initial testing for these students. After testing, the Department will send the test results to Charter School.

S. Facilities

1. Charter Corporation agrees that it is not seeking facilities for Charter School from the District under Proposition 39. If Charter School seeks facilities in the future, it understands it must follow the requirements regarding requesting Charter School Facilities set forth in Education Code § 47614 and the regulations related thereto as well as the District's requirements for Charter School Facilities.
2. All facilities shall meet all applicable fire and safety code requirements, will conform with the requirements of Education Code §§ 47610(d) and/or 47610.5, and will conform with all applicable provisions of the Americans with Disabilities Act and any other applicable federal and state requirements. All facilities will be approved by the local fire marshal for the use intended.

T. Material Revisions to the Charter

1. Changes to the Charter deemed to be material revisions may be made only with prior approval from the District. Changes to the Charter considered to be material revisions include, but are not limited to, the following:
 - a. Substantive changes to the educational program, mission, or vision of Charter School, including the addition or deletion of a major program component that is a distinctive feature of Charter School, such as STEM, language immersion, grade level grouping, arts integration, etc.
 - b. Adding a classroom-based or non-classroom-based program/facility not expressly authorized by the Charter.
 - c. Proposed changes in enrollment that represent an increase or decrease from the enrollment originally projected in the Charter by more than 25% in any grade level or 10% of total enrollment in any given year.
 - d. Addition or deletion of grades or grade levels to be served, for the program as a whole or in a given year, not expressly authorized by the Charter, or otherwise required by law.
 - e. Changes to location of facilities, including school sites, resource centers, meeting space, or other satellite facility including the opening of a new facility. Temporary locations rented for annual student testing purposes shall be exempt from this provision.
 - f. Changing the name of Charter School.
 - g. Entering into a contract to be managed or operated by any other nonprofit public benefit corporation (or any other entity) other than Charter Corporation.

- h. Substantive changes to admission requirements and/or enrollment preferences identified in the Charter, unless required by law.
 - i. Substantive changes to the governance structure as described in the corporate bylaws, including but not limited to: changes in the authorized number of Board members, method by which sitting Board members are removed, method by which new Board members are selected, and/or provisions that reduce the size of the quorum required for a meeting and majority required for action. Revisions to the bylaws to ensure compliance with legal updates that do not affect the Charter may not be considered a material revision by the District.
2. Notice of a nonmaterial revision to the Charter shall be provided, in writing, at least 5 business days in advance of Charter Corporation's Board meeting at which the revision is to be approved.

U. Site Visits

1. The District will conduct at least one (1) visit to Charter School annually in accordance with the Charter Schools Act. The information gathered will be used to assess Charter School's progress in governance and organizational management, educational performance, fiscal operations and fulfillment of the terms of the Charter and this Agreement.
2. A school site visit may include review of the facility, review of records maintained by Charter School, and interviews with the management of Charter School and/or Charter Corporation, Charter School employees including the site principal, and Charter School's students/parents, as well as observation of instruction in the classrooms.
3. Any deficiencies will be reviewed with Charter School's site principal and Charter Corporation and an opportunity for comment, explanation and/or correction will be provided.
4. The evaluations of Charter School for each year will be used, in addition to other information and reports, to determine a renewal decision.

V. Renewal

1. Charter Corporation may seek renewal of Charter School's Charter in accordance with statutory provisions. Charter Corporation shall submit its renewal petition for the next charter term to the District no sooner than September 1 of the school year in which Charter School would cease operations without renewal.
2. The District and Charter School may mutually agree to schedule a renewal conference, which shall be attended by the District and Charter School. Charter School shall provide the District with a draft Renewal Petition at least five (5) business days prior to the scheduled renewal conference, if any.
3. To the extent required, the charter renewal petition shall be revised in accordance with current statutes and regulations.
4. The Parties agree that after Charter School has been in operation for four years it may be granted renewal provided Charter School shows evidence of meeting renewal criteria as set forth in Education Code §§ 47607 and 47607.2.

W. Charter Revocation

1. The District shall have the right to revoke the Charter in accordance with Education Code §§ 47607, 47607.3 or any other applicable statute or regulations. Prior to instituting revocation proceedings, the District may provide progressive notices that correction of a problem at Charter School by Charter Corporation needs to occur with specified reasonable timelines.
2. The minimum progression of notification of corrective action for concerns the District considers to involve violation(s) of Education Code § 47607(f) is as specified in California Code of Regulations, Title 5, Section 11968.5.2. Additional notification may be provided at the sole discretion of the District.
3. If the District determines, based on credible report(s), that there is a severe and imminent threat to the health or safety of the pupils of Charter School, and makes such determination in writing pursuant to Education Code § 47607(g), the District may take immediate action to assure the safety and well-being of the pupils, as well as staff and the community, consistent with California Code of Regulations, Title 5, Section 11968.5.3. Such immediate action, as deemed appropriate by the District in its reasonable discretion, may include but is not limited to revocation of the Charter in accordance with Education Code § 47607.
4. During the period prior to revocation, Charter Corporation shall have the opportunity to work with the District to address concerns and develop a plan to remediate all areas to the reasonable satisfaction of the District consistent with applicable laws.

X. Closure Procedures

1. At all times it is operational during the Charter term, Charter School will provide a description of the procedures to be used in the event Charter School closes and provide such procedures to the District as outlined in the Charter.
2. Procedures must be compliant with requirements contained in California Code of Regulations, Title 5, Section 11962 and consistent with the Charter. Detailed closure procedures are set forth in Attachment A and incorporated herein by reference. At a minimum, closure procedures must include the following:
 - a. Identification of a responsible person(s), e.g. Executive Director, Financial Officer, representative of Charter Corporation Governing Board, to oversee and conduct the closure process;
 - b. Notification of students and families of school closure;
 - c. Security of student and business records;
 - d. Processing of final employee payroll and benefits;
 - e. Identification of all assets and liabilities and plan for transfer as detailed in the Charter;
 - f. Final Charter School close-out audit to be paid for by Charter Corporation;
 - g. Identification of a source of funding to be used for closeout expenses including the final audit; and

- h. If applicable, dissolution of the nonprofit public benefit corporation.
3. If Charter School is to close permanently for any reason (e.g., voluntary surrender, nonrenewal, revocation), the District shall serve written notice on Charter Corporation that the closure procedures have been invoked. Charter Corporation will immediately identify to the District the specific individual who is responsible for coordinating Charter School's close out activities. The District will identify a staff person who will work with Charter School to accomplish all close out activities.
4. Charter Corporation expressly acknowledges the right of the District to gain full access to and copies of all student and business records concerning Charter School within a reasonable time after the District gives written notice that it is invoking the closure procedures.

Y. Required Disclosures

1. Pursuant to Education Code § 47604.3, Charter School shall respond promptly to all reasonable requests of the District.
2. Charter Corporation shall immediately notify the District of any pending or actual litigation and/or claim from any party or notice of potential infraction, criminal or civil action against Charter Corporation, Charter School or any employee, agent or volunteer that may involve or affect Charter Corporation or Charter School. In addition, Charter Corporation shall immediately notify the District of any request for information by any governmental agency about Charter Corporation or Charter School.
3. The District shall immediately notify Charter Corporation of any pending or actual litigation and/or claim from any party or notice of any potential litigation and/or claim against the District, Charter Corporation and/or Charter School, which may involve or affect Charter Corporation or Charter School. In addition, the District shall immediately notify Charter Corporation of any request for information by any governmental entity about Charter Corporation or Charter School.
4. If Charter Corporation seeks any loans or advance receipt of funds for Charter School, it shall establish a fiscal plan for repayment in advance of receipt of such loans. Charter Corporation shall provide advance written notice to the District specifying its intent to apply for a loan for Charter School. Advance notice shall include a description of the need for the loan, its terms, and the plan for repayment, including a cash flow schedule. If a loan is received, Charter Corporation shall, at the time of deposit of any sums which are loans to Charter Corporation for Charter School, provide the District with the loan documents, minutes of Charter Corporation's Board meetings at which such loan was approved, plan for repayment and updated cash flow schedule.

III. LEGAL

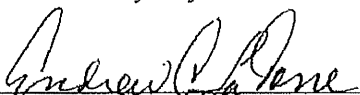
- A. **Non-Assignment.** Neither party shall assign its rights, duties or privileges under this Agreement, nor shall either party attempt to confer any of its rights, duties or privileges under this Agreement on any third party, without the written consent of the other party. The replacement of Charter Corporation with any other nonprofit public benefit corporation or other operating body or governance structure shall be treated as a material revision of the Charter, subject to the review and approval of the District pursuant to applicable sections of the Education Code.

- B. **Severability.** If any provision or any part of this Agreement is for any reason held to be invalid or unenforceable or contrary to public policy, law, statute and/or ordinance, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
- C. **Venue.** The Parties agree that any legal action to enforce the terms of this Agreement shall be brought in the appropriate court in the County of Fresno, California.
- D. **Amendment and Waiver.** Any waiver, amendment, modification, or cancellation of any provisions of this Agreement must be in writing and executed by duly authorized representatives of all parties specifically indicating the intent of the Parties to modify this Agreement. No such amendment or waiver shall be effective absent approval or ratification by the District and the Governing Board of Charter Corporation. The failure of either party at any time to require performance of any provision hereof shall in no manner affect its right at a later time to enforce such provision.
- E. **Dispute Resolution.** All disputes regarding this Agreement shall be resolved in accordance with the dispute resolution provision included in the Charter; provided, however, that disputes related to revocation of the Charter or acts or omissions of Charter School or Charter Corporation that constitute grounds for revocation of the Charter shall be handled pursuant to Education Code § 47607 and its implementing regulations. Violations of this Agreement shall not be considered cause for revocation unless the violation is sufficient to justify revocation under Education Code § 47607.
- F. **Entire Agreement.** This Agreement and attachments, if any, contain the entire agreement of the Parties with respect to the matters covered herein, and supersede any oral or written understandings or agreements between the Parties with respect to the subject matter of this Agreement.


This Agreement represents the full and final agreement between Charter Corporation and the District and shall only be modified in writing by the mutual agreement of the Parties.

The Parties hereto have caused this Agreement to be executed by duly authorized officers or representatives set forth below.

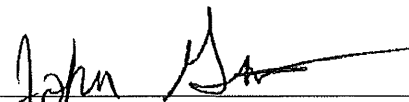
Dated: 10/25/2021


Approved as to Form

Dated: 03/09/2022


Fresno Unified School District
Board President

Dated: 11/16/2021


Aspen Public Schools Incorporated,
President

ATTACHMENT A to MEMORANDUM OF UNDERSTANDING
By and Between
FRESNO UNIFIED SCHOOL DISTRICT
And
ASPEN PUBLIC SCHOOLS INCORPORATED

Item	Description	Responsible Party	Completion Date	Verification
Invoking Closure Procedures				
1	<p>In the case of revocation or non-renewal, the District shall notify Charter School in writing that the closure procedures have been invoked. In the case of voluntary surrender, Charter School shall notify the District in writing that the closure procedures have been invoked.</p> <p>Charter School agrees that its officials shall have a continuing duty to cooperate with the District in all matters pertaining to the closure of Charter School, including, without limitation, attending meetings with the District, Fresno County Superintendent of Schools, and/or the State Department of Education, preparing a schedule of closing tasks with dates, obtaining and providing additional information and documentation, and interpreting and explaining any ambiguous records or information.</p> <p>Charter School will be the responsible entity for winding up its closure and closure-related activities. Charter School shall immediately notify the District, the California Department of Education, the Fresno County Superintendent of Schools, the SELPA in which Charter School participates, and the retirement system in which Charter School's employees participate of Charter School's following:</p> <ul style="list-style-type: none"> (1) The effective date of the closure; (2) The reason for closure; (3) The name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; (4) The pupils' school districts of residence; and (5) The manner in which 			

Item	Description	Responsible Party	Completion Date	Verification
	parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.			
Immediate Actions				
2	Charter School shall immediately notify the District of the location of all student and business records. Following that notification, no student or business records shall be disposed of, moved, or duplicated without the express written consent of the District, except that student records may be copied for students' families or transferred to other schools, provided a notation is kept of the records copied or transferred.			
3	Charter School and the District shall each immediately identify an individual who will serve as the single point of contact for the entity regarding Charter School's close out activities.			
4	The District shall immediately notify Charter School in writing whether, on behalf of the State Superintendent of Public Instruction, it is taking over immediate and direct control of all Charter School's student and business records.			
Students and Families				
5	Charter School shall notify the family of each student enrolled of Charter School's closure. Unless the District otherwise directs, the notification shall be immediate in the case of a revocation that takes immediate effect or shall occur within three (3) days of Charter School's knowledge of the school closure.			
6	Charter School shall continue instruction until the end of the current academic year (unless a revocation takes immediate effect). Charter School shall publicly announce cancellation of all future classes.			
7	If Charter School continues instruction to the end of the current academic year, report cards shall be issued to each student on the last day of class and Charter School also shall mail a copy of the report cards to the students' last known addresses.			

Item	Description	Responsible Party	Completion Date	Verification
8	Charter School shall notify surrounding school districts and the County Superintendent of Schools within fourteen days of the school's knowledge of closure. In the case of revocation, Charter School shall notify the same immediately.			
9	Charter School shall cooperate with the District and provide information to students and families regarding alternative public school placements within 3 to 7 days of the announcement of Charter School's forthcoming closure, or immediately in the case of a revocation that takes immediate effect.			
10	Charter School shall offer to provide a copy of each student's cumulative file upon request of the student's family. Charter School shall provide the copy within seven days of a request being received, ensuring that the documents are given to the family member identified as having legal custody or guardianship of the student.			
11	Charter School shall comply within three days to requests for the transfer of students' cumulative files to other public or private schools in which the students enroll.			
12	Charter School shall promptly respond to inquiries from students and their families and from the media regarding Charter School's closure, the disposition of student records, and the alternative placement available to the students.			
13	Upon Charter School's knowledge of closure, Charter School shall immediately (no later than one (1) business day) provide the District with a list of students (names, addresses and phone numbers) in each grade level and the classes they have completed. Identify each student's district of residence, and a notation of where the student's records have been transferred. Charter School shall update the list upon request and shall provide a final list within three (3) days of the closure.			
14	Charter School shall notify the SELPA within fourteen days of the closure, complete all documentation necessary for special education students and transfer copies of the			

Item	Description	Responsible Party	Completion Date	Verification
	student's records to the SELPA. In the case of an immediate closure, Charter School shall provide the foregoing information to the SELPA no later than five (5) days following closure.			
15	The District may prepare an information sheet regarding frequently asked questions about the closure. Charter School shall post the information sheet on its website and otherwise disseminate it as requested by the District.			
Student and Business Records				
16	<p>Once the closure procedures have been invoked, no student or business records shall be disposed of, moved, or duplicated without the express written consent of the District, except for the duplication or transfer of student cumulative files as noted.</p> <p>Charter School shall transfer to the District's Charter Office all of the following:</p> <ul style="list-style-type: none"> (1) All original and/or duplicate student and school records, including, without limitation, individual student records, discipline records, special education records, all state assessment results, fiscal information, teacher grade books, and attendance records; (2) All cum folders. The cum folders must be boxed and in alphabetical order by grade level; and (3) Student transcripts. The transcripts must be submitted on computer discs. <p>All transfers of student records will be made in compliance with FERPA (20 U.S.C. § 1232g). Charter School will ask the District to store and maintain original records of Charter School students.</p> <p>Charter School shall transfer and maintain personnel records in accordance with applicable law.</p>			
17	At the point Charter School is dissolved, the student and business records shall come			

Item	Description	Responsible Party	Completion Date	Verification
	under the exclusive control of the District which shall distribute, maintain, or dispose of the records as it determines appropriate.			
18	Charter School shall terminate all present leases, service agreements and other contracts not necessary for the closure of the school. Leases, service agreements, and contracts should be terminated in a cost-effective manner in order to minimize expenses.			
19	Charter School shall return grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law as appropriate and submit a final expenditure report for all grants within fourteen days. Federal grants must be closed out, including the filing of the required Final Expenditure Reports and Final Performance Reports; completion of certain federal forms may apply if the school was receiving funds directly from the U.S. Department of Education.			
Faculty and Staff				
20	Charter School shall immediately notify its faculty and staff of Charter School's closure, providing each with necessary information related to compensation and retirement, including, but not limited to, any optional benefits that they may continue after Charter School closes.			
21	Charter School will provide assistance to its faculty and staff in searching for and securing other employment.			
22	Charter School shall provide the District within fourteen days with a description of current and projected payroll and payroll benefits commitments through closure, including a list of each employee, and their job duties, and a projection of the funds necessary to: (1) transition the students and records; (2) complete all administrative closure related tasks; and (3) complete contracts and grants.			
23	Charter School shall provide the District within fourteen days with notice of any outstanding payments to staff and the method by which Charter School will make the payments.			

Item	Description	Responsible Party	Completion Date	Verification
24	Charter School will within fourteen days contact the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), and the County Superintendent of Schools and follow their procedures for dissolving contracts and reporting. Charter School will copy the District on all correspondence.			
25	<p>Prior to final closeout, Charter School shall do all of the following on behalf of the school's employees:</p> <ul style="list-style-type: none"> • File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines. • File the Federal Notice of Discontinuance with the Department of Treasury (Treasury Form 63). • Make final federal tax payments (employee taxes, etc.). • File the final withholding tax return (Treasury Form 165). • File the final return with the IRS (Form 990 and Schedule). 			
Assets and Liabilities				
26	Charter School shall notify all funding sources (including charitable partners) of Charter School's closure within fourteen days.			
27	Upon knowledge of closure, Charter School shall retain all necessary authority and powers to take all actions necessary for the winding up of Charter School's affairs, except that in no event shall Charter School take any action which incurs any financial or education obligation on behalf of Charter School unrelated to Charter School's winding up. Charter School shall identify its funding for the necessary wind-up activities set forth in this Agreement and the law.			
28	Charter School shall immediately notify all contractors (such as a charter management organization, education management organization, food service provider, instructional service provider, or transportation service provider) of Charter School's closure.			

Item	Description	Responsible Party	Completion Date	Verification
29	If Charter School has any agreements with organizations representing employees, Charter School shall notify the organizations of Charter School's closure as may be specified in the agreements.			
30	Charter School shall notify the District within fourteen days of all pending litigation to which Charter School is a party. Charter school shall immediately notify the District if litigation is filed thereafter up to the point that Charter School is formally dissolved.			
31	Charter School, within 30 days, shall prepare and deliver to the District a comprehensive list of creditors and debtors.			
32	Charter School, within 30 days, shall prepare and deliver to the District a comprehensive inventory of all assets.			
33	Charter School, within 30 days shall prepare and deliver to the District a plan for the proposed disposal of all property owned by the school (and acquired with public funds) in order to maximize revenue in accordance with law, payment of any and all liabilities and the disbursement of any remaining assets of the school, liquidation of assets to pay off any and all outstanding liabilities, bearing in mind that assets paid for by state funds may be transferred in accordance with the nonprofit corporation's bylaws to another public agency such as another charter school. Assets donated to Charter School may be returned to donors or disposed of in accordance with donor's wishes. Net assets, after the payment of outstanding liabilities, if any, may be transferred to another public entity within Charter Corporation pursuant to applicable law or to another public agency such as another charter school.			
34	Charter School shall arrange for preliminary (if necessary) and final closure audits to be paid for from the special reserve or bond revenue. The auditor engaged to perform the audit(s) shall be from the list of approved school auditors maintained by the California State Controller's Office and shall be approved by the District. The audit(s) at a minimum shall determine an accounting of all financial assets, including cash and			

Item	Description	Responsible Party	Completion Date	Verification
	<p>accounts receivable and an inventory of property, equipment, and other items of material value; an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation; and an assessment of the disposition of any restricted funds received by or due to Charter School, the disposition of all assets and liabilities of Charter School and shall verify Charter School's comprehensive list of creditors and debtors, and the amounts owed or owing, as well as verify Charter School's comprehensive list of all assets by source, noting any restrictions on each asset's use.</p> <p>Charter School shall provide the District with copies of all Charter School financial records, including but not limited to all accounting paperwork such as invoices, purchase orders, vendors, statements, cash receipts, cash disbursements, payroll documentation, accounts receivable and payable and all financial reports. Charter School shall timely respond to the District's request(s) for financial information.</p>			
35	<p>Based on the audit findings, and with the approval of the District, Charter School shall expend any identified assets to liquidate any identified liabilities.</p> <p>Charter School shall distribute any remaining assets in accordance with Charter School's petition, bylaws, and the law. The disposition of Charter School's assets shall include, but not be limited by the following dispositions:</p> <ul style="list-style-type: none"> a. All assets of Charter School, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending Charter School, remain the sole property of Charter School and shall be distributed in accordance with the Articles of Incorporation or bylaws 			

Item	Description	Responsible Party	Completion Date	Verification
	<p>upon the dissolution of the nonprofit public benefit corporation.</p> <p>b. Any liability or debt incurred by Charter School will be the responsibility of Charter School and not the District. Charter School understands and acknowledges that Charter School will cover the outstanding debts or liabilities of Charter School. Charter School understands and acknowledges that only unrestricted funds will be used to pay creditors.</p> <p>c. Any assets belonging to the District or District property will be promptly returned upon Charter School's closure to the District.</p> <p>d. Charter School will complete and file any and all required reports, including annual reports required pursuant to Education Code § 47604.33.</p>			
Dissolution of the Corporate Entity				
36	Following the resolution of all outstanding assets and liabilities, Charter School shall be dissolved. If established as a nonprofit public benefit corporation pursuant to Education Code § 47604 solely for operation of Charter School, Charter Corporation shall be dissolved.			

MEMORANDUM OF UNDERSTANDING
By and Between
FRESNO UNIFIED SCHOOL DISTRICT
And
SIERRA CHARTER SCHOOL
July 1, 2022– June 30, 2024

This Memorandum of Understanding (the “Agreement”) is made and entered into this ____ day of _____, 2021, by and between the Fresno Unified School District (hereinafter “the District”) and Sierra Charter School, a California nonprofit public benefit corporation (hereinafter “Charter Corporation”). Hereinafter, the District and Charter Corporation shall be collectively referred to as “the Parties.”

I. RECITALS

- A.** The Fresno Unified School District is a school district existing under the laws of the State of California.
- B.** The State of California enacted the Charter Schools Act of 1992 (hereinafter the “Act”) authorizing the formation of charter schools with the intent that the schools improve pupil learning; increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low achieving; encourage the use of different and innovative teaching methods; create new professional opportunities for teachers; provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system; and are held accountable for meeting measurable pupil outcomes.
- C.** Charter Corporation is a nonprofit public benefit corporation that manages and operates Sierra Charter School (hereinafter “Charter School”), a public charter school existing under the laws of the State of California and under the supervisory oversight of the District. Unless otherwise stated, for the purposes of this Agreement, the terms Charter School and Charter Corporation may be used interchangeably, with the duties and responsibilities of Charter School and Charter Corporation being the same under this Agreement.
- D.** The Act authorizes the District to grant charter petitions under specified circumstances. The District had approved a charter petition for Charter School for a five-year period from July 1, 2017 through June 30, 2022. Pursuant to Education Code section 47607.4, Charter School has had the term for its charter petition extended by two years through June 30, 2024 (hereinafter “the Charter”).
- E.** Charter Corporation shall be responsible for, and have all rights and benefits attributable to, Charter School as further outlined herein. Charter Corporation is responsible for Charter School’s compliance with the terms of the Charter and with this Agreement.
- F.** The Parties agree that no single party to this Agreement waives any of the rights, responsibilities and privileges established by the Charter Schools Act of 1992, which may change from time to time during the term of this Agreement.
- G.** The fundamental interest of the District is, on a continuing basis, to be reasonably assured that Charter Corporation is: (1) successfully implementing the provisions of the Charter, as granted; (2) obeying all requirements of federal, state, and local law that apply to Charter School; (3)

operating prudently and soundly in all respects; and (4) providing a sound educational program for Charter School's students.

- H. The Parties recognize and agree that Charter School shall not charge tuition, shall be nonsectarian in its programs, admission policies, employment practices, and all other operations, and shall not discriminate against a pupil on the basis of any of the protected categories set forth in Education Code § 220.
- I. The Parties recognize that there are matters related to the operation of Charter School and the effective oversight of Charter Corporation that go beyond the provisions included in the Charter or that need further clarification. The District also acknowledges that the operation of Charter School is to be solely carried out by Charter Corporation. This Agreement is intended to address those matters that have not been covered in the Charter and to provide guidance on the oversight policies and procedures of the District. Further, this Agreement is intended to outline the Parties' agreements governing their respective fiscal and administrative responsibilities and their legal relationship.
- J. If the terms of this Agreement conflict with the terms of the Charter, this Agreement will control while the District and Charter Corporation negotiate any necessary amendments to the Charter to achieve consistency.

II. AGREEMENTS

A. Terms

1. This Agreement will govern the relationship between the District and Charter Corporation regarding the operation of Charter School.
2. Any modification of this Agreement must be in writing and executed by duly authorized representatives of both Charter Corporation and the District.
3. The duly authorized representative of Charter Corporation is the Executive Director, or any designee thereof.
4. The duly authorized representative of the District is the Superintendent or any designee thereof.
5. All communication regarding any aspect of the operation of Charter School shall be initiated by Charter Corporation with the Superintendent, unless the Superintendent delegates this function to another officer of the District. The authority of the Superintendent shall be as determined by the Board of Trustees of the District. The Board of Trustees shall approve all formal District actions related to oversight and monitoring of Charter School.
6. The term of this Agreement shall be coterminous with the term of the Charter granted to Charter School. This Agreement is subject to approval by the respective Governing Boards of the District and Charter Corporation. The Parties shall, however, review the terms of this Agreement annually and, by February 1 of each year, present proposed revisions to the Agreement. If the Parties cannot agree to the proposed revisions by April 30 of that year, the existing Agreement will continue in effect until mutually modified. Nothing in this Section shall prevent either party from suggesting, proposing or agreeing to a revision to this Agreement at any time during the year.

7. Upon termination or revocation of the Charter, this Agreement shall expire.
8. Should Charter School fail to comply with the conditions of the Charter, the District shall have the right to revoke the Charter in accordance with Education Code § 47607 and its applicable regulations.
9. This Agreement is subject to early termination only as set forth herein or as otherwise permitted by law. Renewal of the Charter shall be based, in part, on compliance with the terms set forth in this Agreement, the District policy, and applicable law.

B. Operation of Charter School

1. Charter School is a public charter school that shall be operated pursuant to the Charter, plus specific approved conditions, if any.
2. Charter School is authorized by the District to operate with grades K-12.
3. As of the effective date of the Charter, and subsequently at all times it is operational, Charter School and/or Charter Corporation will post and/or update the required information, including that set forth below, on Charter School's and/or Charter Corporation's website. Charter School and/or Charter Corporation will update the posting within ten (10) days whenever the information changes.
 - a. The names and contact information for the principal contacts for Charter School; and
 - b. The names and contact information for Charter School's and/or Charter Corporation's management/operational leadership and for Charter School's and/or Charter Corporation's Board of Directors.
4. Charter School and/or Charter Corporation will provide the District with written notice whenever information changes, including any change in the directors, officers, administrators, and management whenever the information changes, in no event later than ten (10) days after the change.

C. Governance

1. Charter School will operate consistent with Education Code § 47604(a) and (b). Charter Corporation acknowledges, as is stated in its Charter, that it is a separate legal entity and the District is not liable for the debts and/or obligations of Charter Corporation or Charter School or for claims arising from the performance of acts, errors, or omissions by Charter Corporation or Charter School per Education Code § 47604(d).
2. The Parties further recognize that consistent with the Charter, Charter Corporation has obtained and maintains status as a nonprofit public benefit corporation as provided in Education Code § 47604.
3. The District reserves the right to appoint a single representative to Charter Corporation's Board of Directors in accordance with Education Code § 47604(c).
4. The Board of Directors of Charter Corporation shall conduct public meetings within the physical boundaries of Fresno County at such intervals as are necessary to ensure that the Board

is providing sufficient direction to Charter Corporation and Charter School through implementation of effective policies and procedures. Charter School shall establish a two-way teleconference location at Charter School. Board meetings of Charter Corporation will be conducted in compliance with the requirements of the Ralph M. Brown Act (Government Code § 54950 et seq.) (the "Brown Act").

5. Charter Corporation shall ensure that all members of the Board of Directors of Charter Corporation, Charter School's leader, Charter School's primary financial contact, and any other Charter School staff deemed appropriate by Charter Corporation, have participated in training on the requirements of the Brown Act and the Political Reform Act. Verification of such training shall be provided to the District.
6. The Board of Directors of Charter Corporation shall audio record, video record, or both, all Board meetings and post the recordings on Charter School's internet website.
7. Copies of meeting agendas for meetings of Charter Corporation's Board of Directors and Charter School's School Site Governing Board shall be provided to the District at the time they are distributed to the public pursuant to the Brown Act. Copies of meeting minutes shall be provided to the District within 30 days after their approval by the respective governance bodies.

D. Required Governance Documentation

1. Charter Corporation shall provide the District with the documents described herein by the dates specified.
2. Charter Corporation shall provide up-to-date versions of all required documents by August 1st of each year, or as otherwise specified.
3. In the event of a change in the following specified documents, an updated version shall be sent within ten (10) business days of the date the change is approved by Charter Corporation's Board of Directors:
 - a. Articles of Incorporation;
 - b. Bylaws;
 - c. Conflict of Interest Code;
 - d. Roster of Charter Corporation's Board of Directors;
 - e. Schedule of Board of Directors meetings;
 - f. Name and contact information for Charter School's leader (e.g., principal, executive director, or head of school);
 - g. Name and contact information for Charter School's primary financial contact (e.g., CFO, COO, accountant, or back-office financial services provider); and
 - h. Any lease(s) and/or other documentation relating to the facility(ies) in which Charter School is located and/or operates from.

4. Charter Corporation shall promptly respond to all reasonable inquiries by the District and its designees and any other authorized agency, including but not limited to financial inquiries related to Charter School.

E. Admissions and Recruitment

1. The Parties recognize and agree that Charter School will be nonsectarian in its admission policies, programs, practices, and operations. Charter School will not charge tuition and admission to Charter School will not be determined according to the place of residence of the pupil or the pupil's parent or legal guardian. Charter school will be open to all pupils who wish to attend.
2. Charter School shall adopt and adhere to anti-discrimination policies that are consistent with federal and state law and that prohibit unlawful discrimination against any protected category. Protected categories are set forth federally under Title IX and in California are enumerated by Government Code § 12940, Education Code §§ 200 and 220, and Government Code § 11135. Protected categories include, but are not limited to, disability, sex, gender, gender identity, gender expression, nationality, race, color, ethnicity, ancestry, national origin, age, religion, sexual orientation, immigration status, medical condition, and genetic information, as well as association with a member of a protected category. Additionally, as set forth in Education Code § 231.5, it is the policy of the State of California, pursuant to Education Code § 200, that all persons, regardless of their sex, should enjoy freedom from discrimination of any kind in the educational institutions of the state. This includes sexual harassment, which is a form of sexual discrimination.
3. Charter School shall not discourage a pupil from enrolling or seeking to enroll in Charter School for any reason, including, but not limited to, academic performance of the pupil or because the pupil is in a protected category. Charter School agrees it will not request or require a pupil's records before enrollment. Charter School also will not encourage a pupil to disenroll from Charter School or transfer to another school for any reason, including, but not limited to, academic performance of the pupil or because the pupil is in a protected category. Charter School shall provide a pupil's parent or guardian with a notice confirming these requirements when they inquire about enrollment, before conducting an enrollment lottery, and before disenrollment of a pupil.
4. If the number of pupils who wish to attend Charter School exceeds capacity, attendance at Charter School shall be determined by a public random drawing in which preference will be extended to pupils as set forth in the Charter. Charter School agrees that preferences shall be consistent with federal law, the California constitution and Education Code § 200 and will not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation.
5. Charter School shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment in accordance with Education Code § 49011.
6. As of the effective date of the Charter, and at all times it is operational during the Charter term, Charter School will have the following enrollment and admissions information posted on Charter School's website and will update the posting as quickly as possible whenever the information changes:

- a. Procedures and timeline for enrollment, admission, and the public random drawing, which will include, but not be limited to, an assurance that Charter School will provide enrollment preferences as specified in the Charter and in compliance with Education Code § 47605(e)(2)(B).
 - b. Descriptions of outreach and recruitment activities to reach the target population.
 - c. Evidence that enrollment preferences and random drawing preferences are consistent with the Charter and all applicable federal and state laws.
 - d. A copy of the application and enrollment forms and information provided to prospective families.
 - e. Notice that Charter School complies with all requirements not to discourage a pupil from enrolling or seeking enrollment as developed by the California Department of Education.
 - f. Process for a pupil who is expelled or leaves Charter School without graduating or completing the school year for any reason, including procedures for notifying the superintendent of the school district of the pupil's last known address within 30 days per Education Code § 47605(e)(3).
7. Charter School shall make a serious and consistent effort to recruit students to Charter School to: (1) achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, that is reflective of the general population residing within the District; and (2) to fulfill its mission to serve students from communities throughout the County of Fresno.

F. Funding

1. Charter School has elected to receive the state aid portion of Charter School's total Local Control Funding Formula ("LCFF") allocation directly pursuant to Education Code § 47651.
2. Charter School is eligible for a general-purpose entitlement and supplemental funding allocated through the LCFF under Education Code § 42238 et seq. LCFF funding will be apportioned by Average Daily Attendance (ADA). Charter School will be responsible for providing the California Department of Education with all data required for funding. LCFF funding will not include:
 - a. Programs for which Charter School is required to apply separately, such as summer school.
 - b. Special education programs, which funds are allocated to the SELPA in which Charter School is affiliated.
 - c. Lottery funds as Charter School will be funded directly from the state for its share of these funds. A portion of lottery funds must be spent on instruction, as dictated by the state.
3. In addition to LCFF funding, Charter School may receive Block Grant Funding for eligible expenses consistent with state law. It shall be the responsibility of Charter School to independently apply for funding beyond the basic statutory entitlements of the base grant due to Charter School under LCFF.

4. Charter School is eligible for federal funding including, but not limited to: Title I, II, IV and VII, based on the qualification of Charter School's students for such funding.
5. Charter School may receive funding from new or one-time funding sources available to schools or school districts provided by the State of California to the extent that Charter School and its students generate such entitlements. Additionally, Charter School may apply for private grants.
6. Grants written by and obtained by Charter School will come directly to Charter School and not go through the District or be subtracted from the resources the District would otherwise have allocated to Charter School.
7. In addition to LCFF funding specified herein, the Parties recognize the ability of Charter School to pursue additional sources of funding.
8. If the District applies for additional sources of funding in the form of grants and/or categorical funding at the request of and for the benefit of Charter School, the District will receive a percentage of such funds to be allocated to Charter School. The District will charge the maximum indirect cost as allowed under law or the grant. Funds shall be allocated to Charter School on a prorated basis related to the formula that generates the funds. For example, if funds are generated on a per eligible student basis, they shall be allocated to Charter School on a per eligible student basis minus the administration fee (e.g., indirect charge fee) charged by the District.
9. Charter School shall cooperate fully with the District in applications made by the District on behalf of the students of Charter School.
10. Charter Corporation and Charter School agree to comply with all applicable laws and regulations related to expenditures and receipt of such funds.
11. Charter School is also entitled to lottery funds and a variety of state and federal application-based programs, as well as various grant opportunities. It shall be the responsibility of Charter School to apply for funding beyond the base statutory entitlement.
12. The District shall annually transfer to Charter Corporation funding in lieu of property taxes in monthly installments on or before the fifteenth (15th) of each month pursuant to Education Code § 47635.
13. Pursuant to Education Code § 47604(d), Charter School agrees that all loans received by Charter School shall be the sole responsibility of Charter School and the District shall have no obligation for repayment. Charter Corporation is to operate Charter School in a financially sound fashion. It is agreed that all loans sought by Charter Corporation for Charter School shall be authorized in writing in advance by Charter Corporation and shall be the sole responsibility of Charter Corporation. In no event shall the District have any obligation for repayment of such loans.
14. Charter Corporation and Charter School will use all revenue received from state and federal sources only for the educational services of Charter Corporation and Charter School and for the benefit of the students enrolled and attending Charter School. Sources of funding must be used in accordance with applicable state and federal statutes and the terms or conditions, if any, of any grant or donation.

15. Charter Corporation and the District agree to negotiate on a case-by-case basis for additional funding pursuant to Education Code § 47636.
16. This Funding section, as well as all other sections of this Agreement, shall be applied consistent with the statutes and regulations applicable to charter schools, which may from time to time be amended or modified by the Legislature or the State Board of Education. Nothing contained in this Agreement shall be deemed a waiver by either party of the rights and obligations under these laws.
17. The District shall not advance any funds to Charter Corporation for Charter School. In addition, the District shall not act as or provide a line of credit to Charter Corporation for Charter School.
18. Charter Corporation on behalf of Charter School shall seek reimbursements of its mandated costs, if any, directly from the state.
19. In the event the District seeks and receives a voter-approved bond, parcel tax, etc., Charter School and/or Charter Corporation shall have no entitlement to any portion of the funds unless otherwise negotiated in advance and agreed to in writing by the Parties. The Parties shall meet sufficiently in advance of any action by the District to pursue such measures so as to advise Charter Corporation and to determine the positions of the Parties. Charter Corporation agrees that it and Charter School have no entitlement to funds currently being received, if any, by the District under former parcel tax or bond elections.

G. Legal Relationship

1. The Parties recognize that Charter Corporation is a separate legal entity that operates Charter School under the supervisory oversight of the District.
2. Charter School shall be wholly responsible for its own operations and shall manage its operations efficiently and economically pursuant to its annual budget. The District shall not be liable for the debts and/or obligations of Charter School or for claims arising from the performance of acts, errors, or omissions by Charter School if the District has complied with its oversight responsibilities, including those required by Education Code §§ 47604.32 and 47605(m).
3. Charter School shall retain the right to use its own legal counsel and will be responsible for procuring such counsel and paying all associated costs and fees.
4. Neither Charter School nor Charter Corporation shall have the authority to enter into a contract that would bind the District, nor to extend the credit of the District to any third person or party. Charter School shall clearly indicate to vendors and other entities and individuals outside the District with which or with whom Charter School enters into an agreement or contract for goods or services that the obligations of Charter School under such agreement or contract are solely the responsibility of Charter School and are not the responsibility of the District.
5. Notwithstanding any other indemnification provisions contained in this Agreement, Charter School and Charter Corporation agree, acknowledge, and accept full responsibility and liability for their policies, requirements, processes, and procedures, including their admissions and public random drawing requirements, policies and procedures. Charter Corporation shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the District, its trustees, officers, directors, employees, attorneys, agents, representatives, volunteers,

successors and assigns (collectively hereinafter “the District and District Personnel”) from and against any and all actions, suits, proceedings, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorneys’ fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the District and District Personnel, that may be asserted or claimed by any person, firm, association, or entity arising out of, in whole or in part, or in connection with, the District’s approval of Charter School’s or Charter Corporation’s Charter, Charter School’s or Charter Corporation’s performance under the Charter, Charter School’s or Charter Corporation’s performance under this Agreement or any acts or errors or omissions by Charter School or Charter Corporation, their officers, directors, administrators, employees, attorneys, agents, representatives, volunteers, successors and assigns, including, but not limited to, arising out of Charter School’s policies and procedures, such as its application requirements, admission requirements, and public random drawing procedures.

6. To the extent required by law, Charter Corporation and Charter School agree to comply at all times with all applicable state and/or federal laws (which may be amended from time to time), including, without limitation, those set forth in Education Code § 47604.1 and the following:
 - a. The Ralph M. Brown Act (Government Code § 54950 et seq.);
 - b. The California Public Records Act (Government Code § 6250 et seq.);
 - c. Conflict of interest laws applicable to charter schools, including without limitation, the Political Reform Act and its administration by the California Fair Political Practices Commission (Government Code § 81000 et seq.);
 - d. Government Code § 1090 et seq., as set forth in Education Code § 47604.1;
 - e. The Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. § 1232g);
 - f. The Child Abuse and Neglect Reporting Act (Penal Code § 11164 et seq.);
 - g. The Individuals with Disabilities Education Act (“IDEA”) (20 U.S.C. § 1400 et seq.);
 - h. The Americans with Disabilities Act (“ADA”) and the Americans with Disabilities Act Amendments Act of 2008 (“ADAAA”) (42 U.S.C. § 12101 et seq.);
 - i. The U.S. Civil Rights Acts, including Title VII of the 1964 Civil Rights Act;
 - j. The California Fair Employment and Housing Act (“FEHA”) (Government Code § 12900 et seq.);
 - k. The Age Discrimination in Employment Act (“ADEA”) (29 U.S.C. § 621 et seq.);
 - l. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.);
 - m. Education Code § 220 (prohibiting discrimination); and
 - n. The Uniform Complaint Procedures (5 CCR § 4600 et seq.).

7. Charter Corporation agrees that all of its records that relate in any way to the operation of Charter School, including those submitted to the District, shall be treated as public records subject to the requirements of the Public Records Act, as well as Education Code § 47604.3.

H. Fiscal Relationship

1. Oversight Obligations. The District's oversight obligations include, but are not limited to, the following:
 - a. Review and revision of this Agreement, and subsequent agreements, to clarify and interpret the Charter, and any revisions to the Charter and the relationship between Charter School and the District.
 - b. Monitoring performance and compliance with the Charter and with applicable laws, including the following:
 - i. Identifying at least one staff member as a contact person for Charter School;
 - ii. Visiting Charter School at least annually;
 - iii. Ensuring that all reports required by law, including the local control and accountability plan and annual update to the local control and accountability plan required pursuant to Education Code § 47606.5
 - iv. Monitoring the fiscal condition of Charter School; and
 - v. Conducting the Charter revocation process, as necessary, pursuant to Education Code § 47607 and its applicable regulations, including hearing/investigating alleged violations and monitoring efforts to cure.
 - vi. Notifying the California Department of Education upon the occurrence of any of the circumstances described in Education Code § 47604.32(a)(5).
2. Charter School shall promptly respond to all reasonable inquiries of the District, including, but not limited to, inquiries regarding Charter School's financial records. The District shall promptly respond to all reasonable inquiries made by Charter Corporation, including, but not limited to, inquiries regarding financial records in which the District maintains base data or information.
3. For purposes of fiscal oversight and monitoring by the District, Charter Corporation shall provide the District with a copy of documents, data and reports in the form and at the times specified by the District. All problems, questions, concerns, and/or issues, if any, related to the documents, data and reports that are produced by Charter Corporation and delivered to the District shall be brought to Charter Corporation's attention in writing within thirty (30) days of receipt by the District of the documents, data and records.
4. Charter Corporation shall provide such other documents, data and reports as may be reasonably requested or required by the County Superintendent of Schools, including the annual reports set forth in Education Code § 47604.33, which must be prepared and submitted to the District and the County Superintendent of Schools.

5. The District will use any financial or other information it obtains from Charter Corporation and Charter School, including, but not limited to, the reports required by Education Code § 47604.33, to perform its duties described in Education Code § 47604.32(a), including monitoring the fiscal condition of Charter School
6. It is recommended that Charter School maintain a minimum ending fund balance of not less than 3% as a reserve for economic uncertainties.
7. Oversight Services. Charter Corporation shall pay the District an amount equal to one percent (1%) of Charter School's revenues (excluding any monies for which the District has received as indirect cost rate charge) to cover the actual cost of supervisorial oversight. Charter School's revenue means the LCFF entitlement. This is the amount received in the current fiscal year from the LCFF calculated pursuant to Education Code § 42238.02, as implemented by Education Code § 42238.03. Payment shall be made by Charter Corporation monthly, at the same time as the in-lieu property taxes are distributed by the District.
8. The Parties agree that the District shall not act as fiscal agent for Charter Corporation or Charter School. It is agreed that Charter Corporation shall be solely responsible for all fiscal services for Charter School, including payroll, purchasing, attendance reporting, and completion and submission of state budget forms. The District shall process and transfer to Charter Corporation all payments received by the District for Charter School in a timely fashion.
9. To the extent Charter Corporation wishes to contract with the District for any services to Charter School beyond those specified in this Agreement, a separate written contract with the District shall be required and the costs of such services shall be paid in full by Charter Corporation.

I. Financial Reporting

1. Budget Data

- a. A preliminary budget shall be provided to the District and the County Superintendent of Schools for review on or before May 31 of each year. All key budget variables, including revenue, expenditure, debit, and beginning and ending balance variables shall be defined.
- b. A copy of the adopted budget shall be provided to the District for review no later than July 15th of each year.
- c. A copy of Charter Corporation's adopted budget guidelines, fiscal policies, and internal controls shall be provided to the District within four weeks of adoption of this Agreement and then followed by annual updates.

2. Cash Flow Data

- a. Cash flow projections shall be submitted with each quarterly financial report, as detailed below.
- b. The District shall be notified at least three (3) weeks in advance (or a shorter time period upon showing of good cause by Charter School) of any action by Charter Corporation's Board of Directors' to incur short- or long-term debt. Financing documents shall be made available for the District's review upon request.

- c. The District shall provide Charter Corporation with in-lieu property tax estimates and other available financial data necessary for Charter Corporation to meet its budget and fiscal obligations outlined in this Agreement and in applicable law within a reasonable period of time after a written request by Charter Corporation, but in no case later than 30 days thereafter.

3. Financial Data

- a. The first interim financial report shall be prepared and submitted to the District and the County Superintendent of Schools on or before December 15 of each year. This first interim financial report shall reflect changes through October 31.
- b. The second interim financial report shall be prepared and submitted to the District and the County Superintendent of Schools on or before March 15 of each year. This second interim financial report shall reflect changes through January 31.
- c. The third interim financial report shall be prepared and submitted to the District on or before June 15 of each year, if deemed necessary by the District. This third interim financial report shall reflect changes through April 30.
- d. The final unaudited financial report for the full prior year shall be prepared and submitted to the District and the County Superintendent of Schools on or before September 1 of each year or within two weeks of receiving year-end closing data from the District, whichever is later.

4. Financial Audit

- a. Charter Corporation shall provide a copy of Charter School's audited financial report to the District, the County Superintendent of Schools, the State Controller, and the California Department of Education by December 15 of each year.
- b. Audit exceptions or deficiencies identified in the audit report shall be addressed by Charter School through the development of a remediation plan outlining how and when they will be resolved. Such remediation plan shall be provided to the District by January 15 of each year or within 4 weeks following the finalization of the audited financial report, whichever is later.

J. Attendance Reporting

- 1. Charter Corporation shall use commercially available attendance accounting software (such as Power School, etc.) for student attendance accounting at Charter School.
- 2. Charter Corporation, on behalf of Charter School, shall submit enrollment and attendance data as required to receive apportionment of funding according to the specified deadlines. The District staff will review and certify the accuracy of Charter School's attendance data submitted by Charter Corporation only when all documentation has been submitted and is accurate. Attendance data submitted without the requisite detail will not be processed and may result in a delay of funding to Charter School.
- 3. Student data covering demographic, behavioral and program participation, etc., are needed for effective oversight responsibilities as well as timely and efficient state and federal reporting on

behalf of the District and charter schools. Consequently, Charter School shall adhere to the following:

- a. Charter School shall submit student enrollment projections to the District by March 1 of the preceding school year.
- b. Charter Corporation shall submit monthly summary reports of enrollment and average daily attendance ("ADA") no later than five (5) business days following the close of the period.
- c. Charter School shall maintain contemporaneous written records of enrollment and ADA and make these records available to the District for inspection and audit.
- d. Charter School shall provide copies of P-1 and P-2 and annual state attendance reports to the District by January 15, April 30, and June 20, respectively, of each year.
- e. Charter School shall provide to the District copies of amended state attendance reports, if any, within three weeks of discovery of the need for making such an amendment.

K. Special Education Services/Section 504

1. Charter School will not be categorized as a public school with the District for purposes of Special Education services. Charter School will exist under the Special Education Local Plan Area (SELPA) of the El Dorado County Charter SELPA and will be categorized as a local educational agency member of the El Dorado County Charter SELPA in conformity with Education Code § 47641(a).
2. It is understood that all pupils will have access to Charter School, no student shall be denied admission due to disability and Charter School's preferences shall not result in limiting enrollment access for pupils with disabilities. Charter School confirms that it will have the means in place to achieve a balance of special education pupils that is reflective of the general population residing within the territorial jurisdiction of the District and that it will comply with all applicable state and federal Special Education laws.
3. Pursuant to Education Code § 47641, Charter School has elected to participate as an independent LEA for Special Education services; and therefore, pursuant to Education Code § 47641, the El Dorado County Charter SELPA has deemed Charter School a public school of the El Dorado County Charter SELPA for Special Education purposes. Charter School and the El Dorado County Charter SELPA are solely responsible for providing all Special Education services. No Special Education services whatsoever will be provided by the District to Charter School. Charter School and the El Dorado County Charter SELPA are solely responsible for notifying parents that Special Education services are provided through the El Dorado County Charter SELPA and not the District.
4. Complaints. Charter School and the El Dorado County Charter SELPA shall address, respond to and investigate all complaints received involving Special Education. The District shall have no involvement in any complaints relating to Special Education services at Charter School, unless the District determines that its involvement is necessary as a result of its oversight responsibilities.

5. Indemnity. Charter School agrees to defend, indemnify, and hold the District and District Personnel harmless from any liabilities, claims, demands, attorneys' fees and costs arising out of or related in any way to the failure to deliver or the delivery of Special Education services by or involving the El Dorado County Charter SELPA and Charter School to its students and any and all conduct or allegations related thereto. Charter School further agrees to defend, indemnify, and hold the District and District Personnel harmless from any liabilities, claims, demands, attorneys' fees and costs arising out of or related in any way to the delivery of Special Education services that may have been previously provided to Charter School by the District.

L. Insurance and Risk Management

1. Charter Corporation, as applicable, will obtain its own insurance coverage to cover the operations of Charter School and supply the District with certificates of insurance and proof of insurance as initially outlined below, which may change annually based on, among other factors, size and location of Charter School. Charter Corporation shall instruct the insurance carrier(s) to inform the District immediately if the coverage becomes inoperative for any reason. The District may request to see evidence of insurance coverage during site visits.
2. Charter Corporation shall procure from an insurance carrier licensed to do business in the State of California or a qualified joint power authority ("JPA") registered with the California Department of Industrial Relations, and keep in full force during the term of the Charter, at least the following insurance coverage for itself, Charter School, and the District:
 - a. Property Insurance against fire, vandalism, malicious mischief and such other perils as are included in "special form" coverage insuring all of Charter Corporation's trade fixtures, furnishings, equipment and other personal property. The property policy shall include "extra expense" coverage and shall be in an amount not less than 100% of the replacement value.
 - b. Commercial General Liability Insurance in an amount not less than Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) in total general liability insurance for bodily injury (including death), property damage and personal and advertising injury arising out of or connected to Charter Corporation's premises and operations. Charter Corporation shall also maintain errors and omissions/educators legal liability, sexual abuse and molestation coverage, and employment practices liability of Charter Corporation, its governing board, officers, agents, or employees of Charter School with limits of not less than the amount stated above. Charter School represents that its insurance shall cover all situations under which Charter School is responsible to defend and indemnify herein. The amount of total general liability insurance required shall increase to seven million, five hundred thousand dollars (\$7,500,000) if Charter School's ADA (as reported at P-Annual) exceeds 1,000. The deductible per occurrence for said insurance coverage stated herein shall not exceed twenty thousand dollars (\$20,000).
 - c. Comprehensive or Business Automobile Liability Insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence, Combined Single Limit for Bodily Injury and Property Damage including coverage for Owned, Non-owned and Hired Vehicles, as applicable.
 - d. Workers' Compensation Insurance in accordance with the provisions of the California Labor Code, insurance adequate to protect Charter Corporation from claims under Workers' Compensation Acts which may arise from its operation of Charter School, with

statutory limits and Employer's Liability limits (including employment practices coverage) of not less than One Million Dollars (\$1,000,000) each occurrence.

3. If any policies are written on a claims-made form, Charter School agrees to maintain such insurance continuously in force for three years following non-renewal, termination or revocation of the Charter or extend the period for reporting claims for three years following the non-renewal, termination or revocation of the Charter to the effect that occurrences which take place during this shall be insured.
4. Charter School shall be responsible, at its sole expense, for separately insuring its personal property.
5. Charter School shall procure and maintain for the duration of this Agreement the specific insurance policies listed herein with the specified limits per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. If Charter School maintains broader coverage and/or higher limits than the minimums shown herein, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by Charter School. Charter School's liability policy or policies must provide all liability Charter School is required to insure against by law and authorized to insure against. The District and District Personnel shall be covered as additional insureds via an endorsement to all liability policies maintained by Charter School. Such endorsement shall provide that all additional insured coverage afforded to the District and District Personnel under Charter School's insurance coverage shall be primary and noncontributory as respects the District and District Personnel. Any insurance or self-insurance maintained by the District or District Personnel shall be excess of Charter School's insurance and shall not contribute with it. Each insurance policy required above shall be endorsed to provide that coverage shall not be canceled, except with notice to the District.
6. Copies of all policies of insurance and certificates of coverage shall be provided by Charter Corporation to the District annually, but no later than two weeks prior to the commencement of the school year. The District shall receive written notification 30 days in advance of the termination or cancellation of any insurance policy maintained by Charter School.
7. Charter Corporation and Charter School shall hold harmless, defend, and indemnify the District and District Personnel from every liability, claim, or demand which may be made by reason of (1) any injury to volunteers; and (2) any injury to person or property sustained by any person, firm, or corporation caused by any intentional or negligent act or omission of Charter Corporation and/or Charter School, its officers, employees or agents. In cases of such liabilities, claims, or demands, Charter Corporation, at its own expense and risk, shall defend with legal counsel satisfactory to the District all legal proceedings which may be brought against the District and District Personnel, and shall satisfy any resulting judgments up to the required amounts that may be rendered against any of them. This indemnity and hold harmless provision shall exclude actions brought by third persons against the District and District Personnel arising out of the gross negligence or intentional acts, errors, or omissions of the District and District Personnel.
8. In addition, Charter School shall institute a Risk Management Plan, including policies and practices to address reasonably foreseeable occurrences, and will annually provide the District with certification in writing that such policies and practices have been instituted at Charter School.

9. A copy of Charter School's Safety Plan shall be provided to the District two weeks prior to commencement of the first school year and when reviewed and updated annually by March 1 of each year. The school safety plan shall include the following safety topics listed in Education Code § 32282(a)(2)(A)-(J):
 - a. Child abuse reporting procedures.
 - b. Disaster procedures, routine and emergency, with adaptations for pupils with disabilities in accordance with the federal Americans with Disabilities Act of 1990, that include:
 - i. Establishing an earthquake emergency procedure system that includes a school building disaster plan, a drop procedure where each pupil and staff member takes cover, protective measures to be taken before, during and following an earthquake, and a program to ensure that pupils and both the certificated and classified staff are aware of, and properly trained in, the earthquake emergency procedure system.
 - ii. Establishing a procedure to allow a public agency to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare.
 - c. Policies for pupils who committed an act that would lead to suspension, expulsion, or mandatory expulsion recommendations.
 - d. Procedures to notify teachers of dangerous pupils.
 - e. A discrimination and harassment policy consistent with the prohibition against discrimination.
 - f. The provisions of any schoolwide dress code that prohibits pupils from wearing "gang-related apparel," if the school has adopted that type of a dress code.
 - g. Procedures for safe ingress and egress of pupils, parents, and school employees to and from school.
 - h. A safe and orderly environment conducive to learning at the school.
 - i. The rules and procedures on school discipline.
 - j. Procedures for conducting tactical responses to criminal incidents, including procedures related to individuals with guns on school campuses and at school-related functions.
10. Health benefits plans and policies shall be provided, upon request, to the District within eight weeks of mutual approval of this Agreement and thereafter annually by no later than two weeks prior to the commencement of the school year.

M. Human Resources Management

1. All staff working at Charter School are employees of Charter Corporation, which shall have sole responsibility for employment, management, salary, benefits, dismissal and discipline of its employees.

2. Charter Corporation is deemed the exclusive employer of the employees of Charter School for the purposes of the Educational Employee Relations Act (EERA) under Government Code § 3540 et seq. and will be considered the public school employer of the employees at Charter School for purposes of collective bargaining.
3. Actual staffing data shall be provided to the District, upon request. Teacher credentials and permits shall be maintained on file at Charter School and shall be subject to periodic inspection by the District. Copies of credentials and a list of teaching/class assignments for each teacher shall be provided to the District by Charter School at the commencement of each school year.
4. Charter School will comply with the credentialing requirements for teachers at Charter School set forth in Education Code § 47605(l) as well as any applicable federal laws. Charter School will provide written verification of compliance with Education Code § 47605(l) to the District at the commencement of each school year.
5. Certificated and classified employee salary schedules shall be provided, upon request. A copy of Charter Corporation's personnel and payroll policies shall be provided upon commencement of the first school year by August 1 and annually thereafter. Copies of individual employment contracts shall be maintained on file at Charter School and shall be subject to periodic inspection by the District.
6. Charter Corporation shall provide to the District, upon request, the job descriptions and qualifications for each position at Charter School.
7. Charter Corporation may process Charter School's State Teachers' Retirement System ("STRS") and Public Employees Retirement System ("PERS") deductions and contributions. Charter Corporation shall accept and assume sole financial responsibility for all STRS and PERS reporting fines and penalties resulting from incomplete, inaccurate, or late reports and/or inadequate or late deposits from any cause whatsoever, except to the extent resulting from the sole negligence of the District. Such responsibility shall include but not be limited to any and all reporting fines and/or penalties.
8. Charter Corporation shall distribute a copy of its Employee Handbook to each employee at Charter School each year. At a minimum, the handbook shall include a statement that Charter Corporation is the exclusive public employer of employees at Charter School and has sole responsibility for employment, management, salary, benefits, dismissal and discipline of its employees. The handbook shall also include specific expectations for employee performance and behavior, due process rights of employees related to disciplinary actions (including termination), compensation and benefit information, and a description of both informal and formal complaint procedures that employees may pursue in the event of disagreements. Such handbook shall be provided to the District upon request.
9. At all times during the term of the Charter, Charter Corporation employees at Charter School, parent volunteers who will be performing services with Charter Corporation students that are not under the direct supervision of a certificated teacher, and all vendors having unsupervised contact with Charter Corporation students will submit to background checks and fingerprinting in accordance with Education Code § 45125.1. Charter Corporation will provide certification to the District that all employees and volunteers/vendors (as applicable) have cleared a criminal record check through the Department of Justice ("DOJ") and the Federal Bureau of Investigation ("FBI") prior to having any unsupervised contact with students.

10. Charter Corporation shall maintain on file and have available for inspection during site visits, evidence that it has performed criminal background checks for all employees and documentation certifying that vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students.

N. Student Records/Expulsions

1. To the extent necessary to discharge its reasonable supervisory oversight activities, Charter School hereby designates the employees of the District as having a legitimate educational interest such that they are entitled, upon request, to access Charter School's education records under FERPA (20 U.S.C. § 1232g) and related state laws regarding student records. The District, Charter School, and their offices and employees shall comply with FERPA and state laws regarding student records.
2. If a Charter School student is expelled or leaves Charter School without graduating or completing the school year for any reason, Charter School shall notify the superintendent of the school district of the student's last known address within 30 days pursuant to Education Code § 47605(e)(3). Charter School shall maintain records of such notifications during the term of this Agreement for the District review upon request.
3. Neither Charter School nor the District shall be obligated to accept enrollment of any student who has been expelled from the other entity during the term of the expulsion, consistent with applicable law(s) and policy. This shall not be read to mean Charter School may not refer expelled students to the District if the District is their school district of residence. Charter School may still refer expelled students back to their district of residence, which may be the District; however, the Parties understand and agree Charter School has no control of or responsibility for the District's decision to accept such students after Charter School's referral.
4. Charter School shall provide to the District Charter School's student discipline policies upon commencement of the first year of instruction and annually thereafter, as updated.
5. Charter School may request the District to process student expulsions. The District will charge Charter School for the cost associated with the provision of the student expulsion services at the then current rate.

O. Transportation

1. Charter Corporation shall be responsible for any and all transportation offered to students who enroll in Charter School, including but not limited to any and all transportation required in any student's IDEA Individualized Education Program ("IEP") or Rehabilitation Act Section 504 Plan.
2. Charter School may, at its sole option, provide transportation services for Charter School students to and from school.
3. Charter School will be responsible for providing transportation for field trips, including using public transportation.
4. Charter School may request the use of the District's buses for field trips. Such request must be sent to the District's Transportation Department and Charter School shall pay the cost of the

field trip buses. Charter School may further arrange charter buses through the District's Transportation Department and pay all applicable charges.

P. Nutritional Services

1. Charter School shall provide, for each needy pupil, one nutritionally adequate free or reduced-price meal during each school day as set forth in Education Code § 49550. Needy children shall be defined as those children who meet federal eligibility criteria for free and reduced-price meals as defined in Education Code § 49531.
2. Charter School will be responsible for providing its own food services, if any. If Charter Corporation wishes the District to operate food services (breakfast and lunch) for Charter School, the District will retain the state and/or federal revenue for any food services provided by the District to Charter School. The District may provide food services for Charter School during any extended school year (i.e., summer school). The District shall advise Charter School as to any necessary reporting required by state or federal agencies.

Q. Educational Program

1. Subject to the District's oversight and compliance with the Charter and applicable state and federal law, Charter Corporation is autonomous for the purposes of, among other things, deciding Charter School's educational program.
2. Charter Corporation shall comply with and adhere to the state requirements for participation and administration of all state mandated tests for Charter School.
3. Charter School shall comply with Education Code § 47606.5 (regarding local control and accountability plans), as that statute may be amended from time to time, as well as its applicable regulations. Charter School's local control and accountability plan and an annual update to the local control and accountability plan ("LCAP") shall be annually prepared and submitted to the District and the County Superintendent of Schools on or before July 1 of each year, unless a different date is established by law. The Parties acknowledge that results reported on the LCAP may be relied upon by the District in making decisions on material revisions, charter renewal and replication of charter schools.
4. Charter School's calendar shall be submitted annually to the District for review and verification of compliance with instructional day and minutes requirements. Any calendar changes must be provided to the District by April 1 prior to the beginning of a new school year. Any calendar changes made following April 1 must be provided to the District immediately and no later than ten (10) business day following the change.
5. Charter School is accountable for pupil outcomes identified in the Charter.
6. Charter Corporation will prepare an annual report providing all information necessary to demonstrate that Charter School is meeting the applicable accountability standards. Charter School shall also conform to the California School Dashboard performance requirements and any special funding programs that have additional performance standards. The annual report shall be provided to the District by June 30 of each year.
7. At the request of the District, Charter Corporation shall present updates and/or reports regarding Charter School to the District during the year.

R. English Learner Services

1. If Charter School is using the District's English Learner Services, students who enroll at Charter School shall complete a Home Language Survey at the time of enrollment. Charter School shall then fax the surveys to the District's Department of English Learner Services, which will coordinate the initial testing for these students. After testing, the Department will send the test results to Charter School.

S. Facilities

1. Charter Corporation agrees that it is not seeking facilities for Charter School from the District under Proposition 39. If Charter School seeks facilities in the future, it understands it must follow the requirements regarding requesting Charter School Facilities set forth in Education Code § 47614 and the regulations related thereto as well as the District's requirements for Charter School Facilities.
2. All facilities shall meet all applicable fire and safety code requirements, will conform with the requirements of Education Code §§ 47610(d) and/or 47610.5, and will conform with all applicable provisions of the Americans with Disabilities Act and any other applicable federal and state requirements. All facilities will be approved by the local fire marshal for the use intended.

T. Material Revisions to the Charter

1. Changes to the Charter deemed to be material revisions may be made only with prior approval from the District. Changes to the Charter considered to be material revisions include, but are not limited to, the following:
 - a. Substantive changes to the educational program, mission, or vision of Charter School, including the addition or deletion of a major program component that is a distinctive feature of Charter School, such as STEM, language immersion, grade level grouping, arts integration, etc.
 - b. Adding a classroom-based or non-classroom-based program/facility not expressly authorized by the Charter.
 - c. Proposed changes in enrollment that represent an increase or decrease from the enrollment originally projected in the Charter by more than 25% in any grade level or 10% of total enrollment in any given year.
 - d. Addition or deletion of grades or grade levels to be served, for the program as a whole or in a given year, not expressly authorized by the Charter, or otherwise required by law.
 - e. Changes to location of facilities, including school sites, resource centers, meeting space, or other satellite facility including the opening of a new facility. Temporary locations rented for annual student testing purposes shall be exempt from this provision.
 - f. Changing the name of Charter School.
 - g. Entering into a contract to be managed or operated by any other nonprofit public benefit corporation (or any other entity) other than Charter Corporation.

- h. Substantive changes to admission requirements and/or enrollment preferences identified in the Charter, unless required by law.
 - i. Substantive changes to the governance structure as described in the corporate bylaws, including but not limited to: changes in the authorized number of Board members, method by which sitting Board members are removed, method by which new Board members are selected, and/or provisions that reduce the size of the quorum required for a meeting and majority required for action. Revisions to the bylaws to ensure compliance with legal updates that do not affect the Charter may not be considered a material revision by the District.
2. Notice of a nonmaterial revision to the Charter shall be provided, in writing, at least 5 business days in advance of Charter Corporation's Board meeting at which the revision is to be approved.

U. Site Visits

1. The District will conduct at least one (1) visit to Charter School annually in accordance with the Charter Schools Act. The information gathered will be used to assess Charter School's progress in governance and organizational management, educational performance, fiscal operations and fulfillment of the terms of the Charter and this Agreement.
2. A school site visit may include review of the facility, review of records maintained by Charter School, and interviews with the management of Charter School and/or Charter Corporation, Charter School employees including the site principal, and Charter School's students/parents, as well as observation of instruction in the classrooms.
3. Any deficiencies will be reviewed with Charter School's site principal and Charter Corporation and an opportunity for comment, explanation and/or correction will be provided.
4. The evaluations of Charter School for each year will be used, in addition to other information and reports, to determine a renewal decision.

V. Renewal

1. Charter Corporation may seek renewal of Charter School's Charter in accordance with statutory provisions. Charter Corporation shall submit its renewal petition for the next charter term to the District no sooner than September 1 of the school year in which Charter School would cease operations without renewal.
2. The District and Charter School may mutually agree to schedule a renewal conference, which shall be attended by the District and Charter School. Charter School shall provide the District with a draft Renewal Petition at least five (5) business days prior to the scheduled renewal conference, if any.
3. To the extent required, the charter renewal petition shall be revised in accordance with current statutes and regulations.
4. The Parties agree that after Charter School has been in operation for four years it may be granted renewal provided Charter School shows evidence of meeting renewal criteria as set forth in Education Code §§ 47607 and 47607.2.

W. Charter Revocation

1. The District shall have the right to revoke the Charter in accordance with Education Code §§ 47607, 47607.3 or any other applicable statute or regulations. Prior to instituting revocation proceedings, the District may provide progressive notices that correction of a problem at Charter School by Charter Corporation needs to occur with specified reasonable timelines.
2. The minimum progression of notification of corrective action for concerns the District considers to involve violation(s) of Education Code § 47607(f) is as specified in California Code of Regulations, Title 5, Section 11968.5.2. Additional notification may be provided at the sole discretion of the District.
3. If the District determines, based on credible report(s), that there is a severe and imminent threat to the health or safety of the pupils of Charter School, and makes such determination in writing pursuant to Education Code § 47607(g), the District may take immediate action to assure the safety and well-being of the pupils, as well as staff and the community, consistent with California Code of Regulations, Title 5, Section 11968.5.3. Such immediate action, as deemed appropriate by the District in its reasonable discretion, may include but is not limited to revocation of the Charter in accordance with Education Code § 47607.
4. During the period prior to revocation, Charter Corporation shall have the opportunity to work with the District to address concerns and develop a plan to remediate all areas to the reasonable satisfaction of the District consistent with applicable laws.

X. Closure Procedures

1. At all times it is operational during the Charter term, Charter School will provide a description of the procedures to be used in the event Charter School closes and provide such procedures to the District as outlined in the Charter.
2. Procedures must be compliant with requirements contained in California Code of Regulations, Title 5, Section 11962 and consistent with the Charter. Detailed closure procedures are set forth in Attachment A and incorporated herein by reference. At a minimum, closure procedures must include the following:
 - a. Identification of a responsible person(s), e.g. Executive Director, Financial Officer, representative of Charter Corporation Governing Board, to oversee and conduct the closure process;
 - b. Notification of students and families of school closure;
 - c. Security of student and business records;
 - d. Processing of final employee payroll and benefits;
 - e. Identification of all assets and liabilities and plan for transfer as detailed in the Charter;
 - f. Final Charter School close-out audit to be paid for by Charter Corporation;
 - g. Identification of a source of funding to be used for closeout expenses including the final audit; and

- h. If applicable, dissolution of the nonprofit public benefit corporation.
- 3. If Charter School is to close permanently for any reason (e.g., voluntary surrender, nonrenewal, revocation), the District shall serve written notice on Charter Corporation that the closure procedures have been invoked. Charter Corporation will immediately identify to the District the specific individual who is responsible for coordinating Charter School's close out activities. The District will identify a staff person who will work with Charter School to accomplish all close out activities.
- 4. Charter Corporation expressly acknowledges the right of the District to gain full access to and copies of all student and business records concerning Charter School within a reasonable time after the District gives written notice that it is invoking the closure procedures.

Y. Required Disclosures

- 1. Pursuant to Education Code § 47604.3, Charter School shall respond promptly to all reasonable requests of the District.
- 2. Charter Corporation shall immediately notify the District of any pending or actual litigation and/or claim from any party or notice of potential infraction, criminal or civil action against Charter Corporation, Charter School or any employee, agent or volunteer that may involve or affect Charter Corporation or Charter School. In addition, Charter Corporation shall immediately notify the District of any request for information by any governmental agency about Charter Corporation or Charter School.
- 3. The District shall immediately notify Charter Corporation of any pending or actual litigation and/or claim from any party or notice of any potential litigation and/or claim against the District, Charter Corporation and/or Charter School, which may involve or affect Charter Corporation or Charter School. In addition, the District shall immediately notify Charter Corporation of any request for information by any governmental entity about Charter Corporation or Charter School.
- 4. If Charter Corporation seeks any loans or advance receipt of funds for Charter School, it shall establish a fiscal plan for repayment in advance of receipt of such loans. Charter Corporation shall provide advance written notice to the District specifying its intent to apply for a loan for Charter School. Advance notice shall include a description of the need for the loan, its terms, and the plan for repayment, including a cash flow schedule. If a loan is received, Charter Corporation shall, at the time of deposit of any sums which are loans to Charter Corporation for Charter School, provide the District with the loan documents, minutes of Charter Corporation's Board meetings at which such loan was approved, plan for repayment and updated cash flow schedule.

III. LEGAL

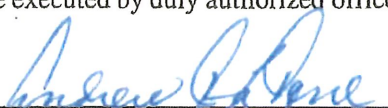
- A. **Non-Assignment.** Neither party shall assign its rights, duties or privileges under this Agreement, nor shall either party attempt to confer any of its rights, duties or privileges under this Agreement on any third party, without the written consent of the other party. The replacement of Charter Corporation with any other nonprofit public benefit corporation or other operating body or governance structure shall be treated as a material revision of the Charter, subject to the review and approval of the District pursuant to applicable sections of the Education Code.

- B. **Severability.** If any provision or any part of this Agreement is for any reason held to be invalid or unenforceable or contrary to public policy, law, statute and/or ordinance, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
- C. **Venue.** The Parties agree that any legal action to enforce the terms of this Agreement shall be brought in the appropriate court in the County of Fresno, California.
- D. **Amendment and Waiver.** Any waiver, amendment, modification, or cancellation of any provisions of this Agreement must be in writing and executed by duly authorized representatives of all parties specifically indicating the intent of the Parties to modify this Agreement. No such amendment or waiver shall be effective absent approval or ratification by the District and the Governing Board of Charter Corporation. The failure of either party at any time to require performance of any provision hereof shall in no manner affect its right at a later time to enforce such provision.
- E. **Dispute Resolution.** All disputes regarding this Agreement shall be resolved in accordance with the dispute resolution provision included in the Charter; provided, however, that disputes related to revocation of the Charter or acts or omissions of Charter School or Charter Corporation that constitute grounds for revocation of the Charter shall be handled pursuant to Education Code § 47607 and its implementing regulations. Violations of this Agreement shall not be considered cause for revocation unless the violation is sufficient to justify revocation under Education Code § 47607.
- F. **Entire Agreement.** This Agreement and attachments, if any, contain the entire agreement of the Parties with respect to the matters covered herein, and supersede any oral or written understandings or agreements between the Parties with respect to the subject matter of this Agreement.

This Agreement represents the full and final agreement between Charter Corporation and the District and shall only be modified in writing by the mutual agreement of the Parties.

The Parties hereto have caused this Agreement to be executed by duly authorized officers or representatives set forth below.

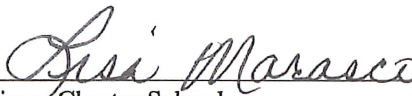
Dated: 10/25/2021


Approved as to Form

Dated: 03/09/2022


Fresno Unified School District
Board President

Dated: 01/31/2022


Sierra Charter School,
President

ATTACHMENT A to MEMORANDUM OF UNDERSTANDING
By and Between
FRESNO UNIFIED SCHOOL DISTRICT
And
SIERRA CHARTER SCHOOL

Item	Description	Responsible Party	Completion Date	Verification
Invoking Closure Procedures				
1	<p>In the case of revocation or non-renewal, the District shall notify Charter School in writing that the closure procedures have been invoked. In the case of voluntary surrender, Charter School shall notify the District in writing that the closure procedures have been invoked.</p> <p>Charter School agrees that its officials shall have a continuing duty to cooperate with the District in all matters pertaining to the closure of Charter School, including, without limitation, attending meetings with the District, Fresno County Superintendent of Schools, and/or the State Department of Education, preparing a schedule of closing tasks with dates, obtaining and providing additional information and documentation, and interpreting and explaining any ambiguous records or information.</p> <p>Charter School will be the responsible entity for winding up its closure and closure-related activities. Charter School shall immediately notify the District, the California Department of Education, the Fresno County Superintendent of Schools, the SELPA in which Charter School participates, and the retirement system in which Charter School's employees participate of Charter School's following:</p> <ul style="list-style-type: none"> (1) The effective date of the closure; (2) The reason for closure; (3) The name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; (4) The pupils' school districts of residence; and (5) The manner in which 			

Item	Description	Responsible Party	Completion Date	Verification
	parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.			
Immediate Actions				
2	Charter School shall immediately notify the District of the location of all student and business records. Following that notification, no student or business records shall be disposed of, moved, or duplicated without the express written consent of the District, except that student records may be copied for students' families or transferred to other schools, provided a notation is kept of the records copied or transferred.			
3	Charter School and the District shall each immediately identify an individual who will serve as the single point of contact for the entity regarding Charter School's close out activities.			
4	The District shall immediately notify Charter School in writing whether, on behalf of the State Superintendent of Public Instruction, it is taking over immediate and direct control of all Charter School's student and business records.			
Students and Families				
5	Charter School shall notify the family of each student enrolled of Charter School's closure. Unless the District otherwise directs, the notification shall be immediate in the case of a revocation that takes immediate effect or shall occur within three (3) days of Charter School's knowledge of the school closure.			
6	Charter School shall continue instruction until the end of the current academic year (unless a revocation takes immediate effect). Charter School shall publicly announce cancellation of all future classes.			
7	If Charter School continues instruction to the end of the current academic year, report cards shall be issued to each student on the last day of class and Charter School also shall mail a copy of the report cards to the students' last known addresses.			

Item	Description	Responsible Party	Completion Date	Verification
8	Charter School shall notify surrounding school districts and the County Superintendent of Schools within fourteen days of the school's knowledge of closure. In the case of revocation, Charter School shall notify the same immediately.			
9	Charter School shall cooperate with the District and provide information to students and families regarding alternative public school placements within 3 to 7 days of the announcement of Charter School's forthcoming closure, or immediately in the case of a revocation that takes immediate effect.			
10	Charter School shall offer to provide a copy of each student's cumulative file upon request of the student's family. Charter School shall provide the copy within seven days of a request being received, ensuring that the documents are given to the family member identified as having legal custody or guardianship of the student.			
11	Charter School shall comply within three days to requests for the transfer of students' cumulative files to other public or private schools in which the students enroll.			
12	Charter School shall promptly respond to inquiries from students and their families and from the media regarding Charter School's closure, the disposition of student records, and the alternative placement available to the students.			
13	Upon Charter School's knowledge of closure, Charter School shall immediately (no later than one (1) business day) provide the District with a list of students (names, addresses and phone numbers) in each grade level and the classes they have completed. Identify each student's district of residence, and a notation of where the student's records have been transferred. Charter School shall update the list upon request and shall provide a final list within three (3) days of the closure.			
14	Charter School shall notify the SELPA within fourteen days of the closure, complete all documentation necessary for special education students and transfer copies of the			

Item	Description	Responsible Party	Completion Date	Verification
	student's records to the SELPA. In the case of an immediate closure, Charter School shall provide the foregoing information to the SELPA no later than five (5) days following closure.			
15	The District may prepare an information sheet regarding frequently asked questions about the closure. Charter School shall post the information sheet on its website and otherwise disseminate it as requested by the District.			
Student and Business Records				
16	<p>Once the closure procedures have been invoked, no student or business records shall be disposed of, moved, or duplicated without the express written consent of the District, except for the duplication or transfer of student cumulative files as noted.</p> <p>Charter School shall transfer to the District's Charter Office all of the following:</p> <ul style="list-style-type: none"> (1) All original and/or duplicate student and school records, including, without limitation, individual student records, discipline records, special education records, all state assessment results, fiscal information, teacher grade books, and attendance records; (2) All cum folders. The cum folders must be boxed and in alphabetical order by grade level; and (3) Student transcripts. The transcripts must be submitted on computer discs. <p>All transfers of student records will be made in compliance with FERPA (20 U.S.C. § 1232g). Charter School will ask the District to store and maintain original records of Charter School students.</p> <p>Charter School shall transfer and maintain personnel records in accordance with applicable law.</p>			
17	At the point Charter School is dissolved, the student and business records shall come			

Item	Description	Responsible Party	Completion Date	Verification
	under the exclusive control of the District which shall distribute, maintain, or dispose of the records as it determines appropriate.			
18	Charter School shall terminate all present leases, service agreements and other contracts not necessary for the closure of the school. Leases, service agreements, and contracts should be terminated in a cost-effective manner in order to minimize expenses.			
19	Charter School shall return grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law as appropriate and submit a final expenditure report for all grants within fourteen days. Federal grants must be closed out, including the filing of the required Final Expenditure Reports and Final Performance Reports; completion of certain federal forms may apply if the school was receiving funds directly from the U.S. Department of Education.			
Faculty and Staff				
20	Charter School shall immediately notify its faculty and staff of Charter School's closure, providing each with necessary information related to compensation and retirement, including, but not limited to, any optional benefits that they may continue after Charter School closes.			
21	Charter School will provide assistance to its faculty and staff in searching for and securing other employment.			
22	Charter School shall provide the District within fourteen days with a description of current and projected payroll and payroll benefits commitments through closure, including a list of each employee, and their job duties, and a projection of the funds necessary to: (1) transition the students and records; (2) complete all administrative closure related tasks; and (3) complete contracts and grants.			
23	Charter School shall provide the District within fourteen days with notice of any outstanding payments to staff and the method by which Charter School will make the payments.			

Item	Description	Responsible Party	Completion Date	Verification
24	Charter School will within fourteen days contact the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), and the County Superintendent of Schools and follow their procedures for dissolving contracts and reporting. Charter School will copy the District on all correspondence.			
25	<p>Prior to final closeout, Charter School shall do all of the following on behalf of the school's employees:</p> <ul style="list-style-type: none"> • File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines. • File the Federal Notice of Discontinuance with the Department of Treasury (Treasury Form 63). • Make final federal tax payments (employee taxes, etc.). • File the final withholding tax return (Treasury Form 165). • File the final return with the IRS (Form 990 and Schedule). 			
Assets and Liabilities				
26	Charter School shall notify all funding sources (including charitable partners) of Charter School's closure within fourteen days.			
27	Upon knowledge of closure, Charter School shall retain all necessary authority and powers to take all actions necessary for the winding up of Charter School's affairs, except that in no event shall Charter School take any action which incurs any financial or education obligation on behalf of Charter School unrelated to Charter School's winding up. Charter School shall identify its funding for the necessary wind-up activities set forth in this Agreement and the law.			
28	Charter School shall immediately notify all contractors (such as a charter management organization, education management organization, food service provider, instructional service provider, or transportation service provider) of Charter School's closure.			

Item	Description	Responsible Party	Completion Date	Verification
29	If Charter School has any agreements with organizations representing employees, Charter School shall notify the organizations of Charter School's closure as may be specified in the agreements.			
30	Charter School shall notify the District within fourteen days of all pending litigation to which Charter School is a party. Charter school shall immediately notify the District if litigation is filed thereafter up to the point that Charter School is formally dissolved.			
31	Charter School, within 30 days, shall prepare and deliver to the District a comprehensive list of creditors and debtors.			
32	Charter School, within 30 days, shall prepare and deliver to the District a comprehensive inventory of all assets.			
33	Charter School, within 30 days shall prepare and deliver to the District a plan for the proposed disposal of all property owned by the school (and acquired with public funds) in order to maximize revenue in accordance with law, payment of any and all liabilities and the disbursement of any remaining assets of the school, liquidation of assets to pay off any and all outstanding liabilities, bearing in mind that assets paid for by state funds may be transferred in accordance with the nonprofit corporation's bylaws to another public agency such as another charter school. Assets donated to Charter School may be returned to donors or disposed of in accordance with donor's wishes. Net assets, after the payment of outstanding liabilities, if any, may be transferred to another public entity within Charter Corporation pursuant to applicable law or to another public agency such as another charter school.			
34	Charter School shall arrange for preliminary (if necessary) and final closure audits to be paid for from the special reserve or bond revenue. The auditor engaged to perform the audit(s) shall be from the list of approved school auditors maintained by the California State Controller's Office and shall be approved by the District. The audit(s) at a minimum shall determine an accounting of all financial assets, including cash and			

Item	Description	Responsible Party	Completion Date	Verification
	<p>accounts receivable and an inventory of property, equipment, and other items of material value; an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation; and an assessment of the disposition of any restricted funds received by or due to Charter School, the disposition of all assets and liabilities of Charter School and shall verify Charter School's comprehensive list of creditors and debtors, and the amounts owed or owing, as well as verify Charter School's comprehensive list of all assets by source, noting any restrictions on each asset's use.</p> <p>Charter School shall provide the District with copies of all Charter School financial records, including but not limited to all accounting paperwork such as invoices, purchase orders, vendors, statements, cash receipts, cash disbursements, payroll documentation, accounts receivable and payable and all financial reports. Charter School shall timely respond to the District's request(s) for financial information.</p>			
35	<p>Based on the audit findings, and with the approval of the District, Charter School shall expend any identified assets to liquidate any identified liabilities.</p> <p>Charter School shall distribute any remaining assets in accordance with Charter School's petition, bylaws, and the law. The disposition of Charter School's assets shall include, but not be limited by the following dispositions:</p> <ul style="list-style-type: none"> a. All assets of Charter School, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending Charter School, remain the sole property of Charter School and shall be distributed in accordance with the Articles of Incorporation or bylaws 			

Item	Description	Responsible Party	Completion Date	Verification
	<p>upon the dissolution of the nonprofit public benefit corporation.</p> <p>b. Any liability or debt incurred by Charter School will be the responsibility of Charter School and not the District. Charter School understands and acknowledges that Charter School will cover the outstanding debts or liabilities of Charter School. Charter School understands and acknowledges that only unrestricted funds will be used to pay creditors.</p> <p>c. Any assets belonging to the District or District property will be promptly returned upon Charter School's closure to the District.</p> <p>d. Charter School will complete and file any and all required reports, including annual reports required pursuant to Education Code § 47604.33.</p>			
Dissolution of the Corporate Entity				
36	Following the resolution of all outstanding assets and liabilities, Charter School shall be dissolved. If established as a nonprofit public benefit corporation pursuant to Education Code § 47604 solely for operation of Charter School, Charter Corporation shall be dissolved.			

MEMORANDUM OF UNDERSTANDING
By and Between
FRESNO UNIFIED SCHOOL DISTRICT
And
UNIVERSITY HIGH SCHOOL
July 1, 2022– June 30, 2024

This Memorandum of Understanding (the “Agreement”) is made and entered into this ____ day of _____, 2021, by and between the Fresno Unified School District (hereinafter “the District”) and University High School, a California nonprofit public benefit corporation (hereinafter “Charter Corporation”). Hereinafter, the District and Charter Corporation shall be collectively referred to as “the Parties.”

I. RECITALS

- A.** The Fresno Unified School District is a school district existing under the laws of the State of California.
- B.** The State of California enacted the Charter Schools Act of 1992 (hereinafter the “Act”) authorizing the formation of charter schools with the intent that the schools improve pupil learning; increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low achieving; encourage the use of different and innovative teaching methods; create new professional opportunities for teachers; provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system; and are held accountable for meeting measurable pupil outcomes.
- C.** Charter Corporation is a nonprofit public benefit corporation that manages and operates University High School (hereinafter “Charter School”), a public charter school existing under the laws of the State of California and under the supervisory oversight of the District. Unless otherwise stated, for the purposes of this Agreement, the terms Charter School and Charter Corporation may be used interchangeably, with the duties and responsibilities of Charter School and Charter Corporation being the same under this Agreement.
- D.** The Act authorizes the District to grant charter petitions under specified circumstances. The District had approved a charter petition for Charter School for a five-year period from July 1, 2017 through June 30, 2022. Pursuant to Education Code section 47607.4, Charter School has had the term for its charter petition extended by two years through June 30, 2024 (hereinafter “the Charter”).
- E.** Charter Corporation shall be responsible for, and have all rights and benefits attributable to, Charter School as further outlined herein. Charter Corporation is responsible for Charter School’s compliance with the terms of the Charter and with this Agreement.
- F.** The Parties agree that no single party to this Agreement waives any of the rights, responsibilities and privileges established by the Charter Schools Act of 1992, which may change from time to time during the term of this Agreement.
- G.** The fundamental interest of the District is, on a continuing basis, to be reasonably assured that Charter Corporation is: (1) successfully implementing the provisions of the Charter, as granted; (2) obeying all requirements of federal, state, and local law that apply to Charter School; (3)

operating prudently and soundly in all respects; and (4) providing a sound educational program for Charter School's students.

- H.** The Parties recognize and agree that Charter School shall not charge tuition, shall be nonsectarian in its programs, admission policies, employment practices, and all other operations, and shall not discriminate against a pupil on the basis of any of the protected categories set forth in Education Code § 220.
- I.** The Parties recognize that there are matters related to the operation of Charter School and the effective oversight of Charter Corporation that go beyond the provisions included in the Charter or that need further clarification. The District also acknowledges that the operation of Charter School is to be solely carried out by Charter Corporation. This Agreement is intended to address those matters that have not been covered in the Charter and to provide guidance on the oversight policies and procedures of the District. Further, this Agreement is intended to outline the Parties' agreements governing their respective fiscal and administrative responsibilities and their legal relationship.
- J.** If the terms of this Agreement conflict with the terms of the Charter, this Agreement will control while the District and Charter Corporation negotiate any necessary amendments to the Charter to achieve consistency.

II. AGREEMENTS

A. Terms

1. This Agreement will govern the relationship between the District and Charter Corporation regarding the operation of Charter School.
2. Any modification of this Agreement must be in writing and executed by duly authorized representatives of both Charter Corporation and the District.
3. The duly authorized representative of Charter Corporation is the Executive Director, or any designee thereof.
4. The duly authorized representative of the District is the Superintendent or any designee thereof.
5. All communication regarding any aspect of the operation of Charter School shall be initiated by Charter Corporation with the Superintendent, unless the Superintendent delegates this function to another officer of the District. The authority of the Superintendent shall be as determined by the Board of Trustees of the District. The Board of Trustees shall approve all formal District actions related to oversight and monitoring of Charter School.
6. The term of this Agreement shall be coterminous with the term of the Charter granted to Charter School. This Agreement is subject to approval by the respective Governing Boards of the District and Charter Corporation. The Parties shall, however, review the terms of this Agreement annually and, by February 1 of each year, present proposed revisions to the Agreement. If the Parties cannot agree to the proposed revisions by April 30 of that year, the existing Agreement will continue in effect until mutually modified. Nothing in this Section shall prevent either party from suggesting, proposing or agreeing to a revision to this Agreement at any time during the year.

7. Upon termination or revocation of the Charter, this Agreement shall expire.
8. Should Charter School fail to comply with the conditions of the Charter, the District shall have the right to revoke the Charter in accordance with Education Code § 47607 and its applicable regulations.
9. This Agreement is subject to early termination only as set forth herein or as otherwise permitted by law. Renewal of the Charter shall be based, in part, on compliance with the terms set forth in this Agreement, the District policy, and applicable law.

B. Operation of Charter School

1. Charter School is a public charter school that shall be operated pursuant to the Charter, plus specific approved conditions, if any.
2. Charter School is authorized by the District to operate with grades 9-12.
3. As of the effective date of the Charter, and subsequently at all times it is operational, Charter School and/or Charter Corporation will post and/or update the required information, including that set forth below, on Charter School's and/or Charter Corporation's website. Charter School and/or Charter Corporation will update the posting within ten (10) days whenever the information changes.
 - a. The names and contact information for the principal contacts for Charter School; and
 - b. The names and contact information for Charter School's and/or Charter Corporation's management/operational leadership and for Charter School's and/or Charter Corporation's Board of Directors.
4. Charter School and/or Charter Corporation will provide the District with written notice whenever information changes, including any change in the directors, officers, administrators, and management whenever the information changes, in no event later than ten (10) days after the change.

C. Governance

1. Charter School will operate consistent with Education Code § 47604(a) and (b). Charter Corporation acknowledges, as is stated in its Charter, that it is a separate legal entity and the District is not liable for the debts and/or obligations of Charter Corporation or Charter School or for claims arising from the performance of acts, errors, or omissions by Charter Corporation or Charter School per Education Code § 47604(d).
2. The Parties further recognize that consistent with the Charter, Charter Corporation has obtained and maintains status as a nonprofit public benefit corporation as provided in Education Code § 47604.
3. The District reserves the right to appoint a single representative to Charter Corporation's Board of Directors in accordance with Education Code § 47604(c).
4. The Board of Directors of Charter Corporation shall conduct public meetings within the physical boundaries of Fresno County at such intervals as are necessary to ensure that the Board

is providing sufficient direction to Charter Corporation and Charter School through implementation of effective policies and procedures. Charter School shall establish a two-way teleconference location at Charter School. Board meetings of Charter Corporation will be conducted in compliance with the requirements of the Ralph M. Brown Act (Government Code § 54950 et seq.) (the “Brown Act”).

5. Charter Corporation shall ensure that all members of the Board of Directors of Charter Corporation, Charter School’s leader, Charter School’s primary financial contact, and any other Charter School staff deemed appropriate by Charter Corporation, have participated in training on the requirements of the Brown Act and the Political Reform Act. Verification of such training shall be provided to the District.
6. The Board of Directors of Charter Corporation shall audio record, video record, or both, all Board meetings and post the recordings on Charter School’s internet website.
7. Copies of meeting agendas for meetings of Charter Corporation’s Board of Directors and Charter School’s School Site Governing Board shall be provided to the District at the time they are distributed to the public pursuant to the Brown Act. Copies of meeting minutes shall be provided to the District within 30 days after their approval by the respective governance bodies.

D. Required Governance Documentation

1. Charter Corporation shall provide the District with the documents described herein by the dates specified.
2. Charter Corporation shall provide up-to-date versions of all required documents by August 1st of each year, or as otherwise specified.
3. In the event of a change in the following specified documents, an updated version shall be sent within ten (10) business days of the date the change is approved by Charter Corporation’s Board of Directors:
 - a. Articles of Incorporation;
 - b. Bylaws;
 - c. Conflict of Interest Code;
 - d. Roster of Charter Corporation’s Board of Directors;
 - e. Schedule of Board of Directors meetings;
 - f. Name and contact information for Charter School’s leader (e.g., principal, executive director, or head of school);
 - g. Name and contact information for Charter School’s primary financial contact (e.g., CFO, COO, accountant, or back-office financial services provider); and
 - h. Any lease(s) and/or other documentation relating to the facility(ies) in which Charter School is located and/or operates from.

4. Charter Corporation shall promptly respond to all reasonable inquiries by the District and its designees and any other authorized agency, including but not limited to financial inquiries related to Charter School.

E. Admissions and Recruitment

1. The Parties recognize and agree that Charter School will be nonsectarian in its admission policies, programs, practices, and operations. Charter School will not charge tuition and admission to Charter School will not be determined according to the place of residence of the pupil or the pupil's parent or legal guardian. Charter school will be open to all pupils who wish to attend.
2. Charter School shall adopt and adhere to anti-discrimination policies that are consistent with federal and state law and that prohibit unlawful discrimination against any protected category. Protected categories are set forth federally under Title IX and in California are enumerated by Government Code § 12940, Education Code §§ 200 and 220, and Government Code § 11135. Protected categories include, but are not limited to, disability, sex, gender, gender identity, gender expression, nationality, race, color, ethnicity, ancestry, national origin, age, religion, sexual orientation, immigration status, medical condition, and genetic information, as well as association with a member of a protected category. Additionally, as set forth in Education Code § 231.5, it is the policy of the State of California, pursuant to Education Code § 200, that all persons, regardless of their sex, should enjoy freedom from discrimination of any kind in the educational institutions of the state. This includes sexual harassment, which is a form of sexual discrimination.
3. Charter School shall not discourage a pupil from enrolling or seeking to enroll in Charter School for any reason, including, but not limited to, academic performance of the pupil or because the pupil is in a protected category. Charter School agrees it will not request or require a pupil's records before enrollment. Charter School also will not encourage a pupil to disenroll from Charter School or transfer to another school for any reason, including, but not limited to, academic performance of the pupil or because the pupil is in a protected category. Charter School shall provide a pupil's parent or guardian with a notice confirming these requirements when they inquire about enrollment, before conducting an enrollment lottery, and before disenrollment of a pupil.
4. If the number of pupils who wish to attend Charter School exceeds capacity, attendance at Charter School shall be determined by a public random drawing in which preference will be extended to pupils as set forth in the Charter. Charter School agrees that preferences shall be consistent with federal law, the California constitution and Education Code § 200 and will not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation.
5. Charter School shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment in accordance with Education Code § 49011.
6. As of the effective date of the Charter, and at all times it is operational during the Charter term, Charter School will have the following enrollment and admissions information posted on Charter School's website and will update the posting as quickly as possible whenever the information changes:

- a. Procedures and timeline for enrollment, admission, and the public random drawing, which will include, but not be limited to, an assurance that Charter School will provide enrollment preferences as specified in the Charter and in compliance with Education Code § 47605(e)(2)(B).
 - b. Descriptions of outreach and recruitment activities to reach the target population.
 - c. Evidence that enrollment preferences and random drawing preferences are consistent with the Charter and all applicable federal and state laws.
 - d. A copy of the application and enrollment forms and information provided to prospective families.
 - e. Notice that Charter School complies with all requirements not to discourage a pupil from enrolling or seeking enrollment as developed by the California Department of Education.
 - f. Process for a pupil who is expelled or leaves Charter School without graduating or completing the school year for any reason, including procedures for notifying the superintendent of the school district of the pupil's last known address within 30 days per Education Code § 47605(e)(3).
7. Charter School shall make a serious and consistent effort to recruit students to Charter School to: (1) achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, that is reflective of the general population residing within the District; and (2) to fulfill its mission to serve students from communities throughout the County of Fresno.

F. Funding

- 1. Charter School has elected to receive the state aid portion of Charter School's total Local Control Funding Formula ("LCFF") allocation directly pursuant to Education Code § 47651.
- 2. Charter School is eligible for a general-purpose entitlement and supplemental funding allocated through the LCFF under Education Code § 42238 et seq. LCFF funding will be apportioned by Average Daily Attendance (ADA). Charter School will be responsible for providing the California Department of Education with all data required for funding. LCFF funding will not include:
 - a. Programs for which Charter School is required to apply separately, such as summer school.
 - b. Special education programs, which funds are allocated to the SELPA in which Charter School is affiliated.
 - c. Lottery funds as Charter School will be funded directly from the state for its share of these funds. A portion of lottery funds must be spent on instruction, as dictated by the state.
- 3. In addition to LCFF funding, Charter School may receive Block Grant Funding for eligible expenses consistent with state law. It shall be the responsibility of Charter School to independently apply for funding beyond the basic statutory entitlements of the base grant due to Charter School under LCFF.

4. Charter School is eligible for federal funding including, but not limited to: Title I, II, IV and VII, based on the qualification of Charter School's students for such funding.
5. Charter School may receive funding from new or one-time funding sources available to schools or school districts provided by the State of California to the extent that Charter School and its students generate such entitlements. Additionally, Charter School may apply for private grants.
6. Grants written by and obtained by Charter School will come directly to Charter School and not go through the District or be subtracted from the resources the District would otherwise have allocated to Charter School.
7. In addition to LCFF funding specified herein, the Parties recognize the ability of Charter School to pursue additional sources of funding.
8. If the District applies for additional sources of funding in the form of grants and/or categorical funding at the request of and for the benefit of Charter School, the District will receive a percentage of such funds to be allocated to Charter School. The District will charge the maximum indirect cost as allowed under law or the grant. Funds shall be allocated to Charter School on a prorated basis related to the formula that generates the funds. For example, if funds are generated on a per eligible student basis, they shall be allocated to Charter School on a per eligible student basis minus the administration fee (e.g., indirect charge fee) charged by the District.
9. Charter School shall cooperate fully with the District in applications made by the District on behalf of the students of Charter School.
10. Charter Corporation and Charter School agree to comply with all applicable laws and regulations related to expenditures and receipt of such funds.
11. Charter School is also entitled to lottery funds and a variety of state and federal application-based programs, as well as various grant opportunities. It shall be the responsibility of Charter School to apply for funding beyond the base statutory entitlement.
12. The District shall annually transfer to Charter Corporation funding in lieu of property taxes in monthly installments on or before the fifteenth (15th) of each month pursuant to Education Code § 47635.
13. Pursuant to Education Code § 47604(d), Charter School agrees that all loans received by Charter School shall be the sole responsibility of Charter School and the District shall have no obligation for repayment. Charter Corporation is to operate Charter School in a financially sound fashion. It is agreed that all loans sought by Charter Corporation for Charter School shall be authorized in writing in advance by Charter Corporation and shall be the sole responsibility of Charter Corporation. In no event shall the District have any obligation for repayment of such loans.
14. Charter Corporation and Charter School will use all revenue received from state and federal sources only for the educational services of Charter Corporation and Charter School and for the benefit of the students enrolled and attending Charter School. Sources of funding must be used in accordance with applicable state and federal statutes and the terms or conditions, if any, of any grant or donation.

15. Charter Corporation and the District agree to negotiate on a case-by-case basis for additional funding pursuant to Education Code § 47636.
16. This Funding section, as well as all other sections of this Agreement, shall be applied consistent with the statutes and regulations applicable to charter schools, which may from time to time be amended or modified by the Legislature or the State Board of Education. Nothing contained in this Agreement shall be deemed a waiver by either party of the rights and obligations under these laws.
17. The District shall not advance any funds to Charter Corporation for Charter School. In addition, the District shall not act as or provide a line of credit to Charter Corporation for Charter School.
18. Charter Corporation on behalf of Charter School shall seek reimbursements of its mandated costs, if any, directly from the state.
19. In the event the District seeks and receives a voter-approved bond, parcel tax, etc., Charter School and/or Charter Corporation shall have no entitlement to any portion of the funds unless otherwise negotiated in advance and agreed to in writing by the Parties. The Parties shall meet sufficiently in advance of any action by the District to pursue such measures so as to advise Charter Corporation and to determine the positions of the Parties. Charter Corporation agrees that it and Charter School have no entitlement to funds currently being received, if any, by the District under former parcel tax or bond elections.

G. Legal Relationship

1. The Parties recognize that Charter Corporation is a separate legal entity that operates Charter School under the supervisory oversight of the District.
2. Charter School shall be wholly responsible for its own operations and shall manage its operations efficiently and economically pursuant to its annual budget. The District shall not be liable for the debts and/or obligations of Charter School or for claims arising from the performance of acts, errors, or omissions by Charter School if the District has complied with its oversight responsibilities, including those required by Education Code §§ 47604.32 and 47605(m).
3. Charter School shall retain the right to use its own legal counsel and will be responsible for procuring such counsel and paying all associated costs and fees.
4. Neither Charter School nor Charter Corporation shall have the authority to enter into a contract that would bind the District, nor to extend the credit of the District to any third person or party. Charter School shall clearly indicate to vendors and other entities and individuals outside the District with which or with whom Charter School enters into an agreement or contract for goods or services that the obligations of Charter School under such agreement or contract are solely the responsibility of Charter School and are not the responsibility of the District.
5. Notwithstanding any other indemnification provisions contained in this Agreement, Charter School and Charter Corporation agree, acknowledge, and accept full responsibility and liability for their policies, requirements, processes, and procedures, including their admissions and public random drawing requirements, policies and procedures. Charter Corporation shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the District, its trustees, officers, directors, employees, attorneys, agents, representatives, volunteers,

successors and assigns (collectively hereinafter “the District and District Personnel”) from and against any and all actions, suits, proceedings, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorneys’ fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the District and District Personnel, that may be asserted or claimed by any person, firm, association, or entity arising out of, in whole or in part, or in connection with, the District’s approval of Charter School’s or Charter Corporation’s Charter, Charter School’s or Charter Corporation’s performance under the Charter, Charter School’s or Charter Corporation’s performance under this Agreement or any acts or errors or omissions by Charter School or Charter Corporation, their officers, directors, administrators, employees, attorneys, agents, representatives, volunteers, successors and assigns, including, but not limited to, arising out of Charter School’s policies and procedures, such as its application requirements, admission requirements, and public random drawing procedures.

6. To the extent required by law, Charter Corporation and Charter School agree to comply at all times with all applicable state and/or federal laws (which may be amended from time to time), including, without limitation, those set forth in Education Code § 47604.1 and the following:
 - a. The Ralph M. Brown Act (Government Code § 54950 et seq.);
 - b. The California Public Records Act (Government Code § 6250 et seq.);
 - c. Conflict of interest laws applicable to charter schools, including without limitation, the Political Reform Act and its administration by the California Fair Political Practices Commission (Government Code § 81000 et seq.);
 - d. Government Code § 1090 et seq., as set forth in Education Code § 47604.1;
 - e. The Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. § 1232g);
 - f. The Child Abuse and Neglect Reporting Act (Penal Code § 11164 et seq.);
 - g. The Individuals with Disabilities Education Act (“IDEA”) (20 U.S.C. § 1400 et seq.);
 - h. The Americans with Disabilities Act (“ADA”) and the Americans with Disabilities Act Amendments Act of 2008 (“ADAAA”) (42 U.S.C. § 12101 et seq.);
 - i. The U.S. Civil Rights Acts, including Title VII of the 1964 Civil Rights Act;
 - j. The California Fair Employment and Housing Act (“FEHA”) (Government Code § 12900 et seq.);
 - k. The Age Discrimination in Employment Act (“ADEA”) (29 U.S.C. § 621 et seq.);
 - l. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.);
 - m. Education Code § 220 (prohibiting discrimination); and
 - n. The Uniform Complaint Procedures (5 CCR § 4600 et seq.).

7. Charter Corporation agrees that all of its records that relate in any way to the operation of Charter School, including those submitted to the District, shall be treated as public records subject to the requirements of the Public Records Act, as well as Education Code § 47604.3.

H. Fiscal Relationship

1. Oversight Obligations. The District's oversight obligations include, but are not limited to, the following:
 - a. Review and revision of this Agreement, and subsequent agreements, to clarify and interpret the Charter, and any revisions to the Charter and the relationship between Charter School and the District.
 - b. Monitoring performance and compliance with the Charter and with applicable laws, including the following:
 - i. Identifying at least one staff member as a contact person for Charter School;
 - ii. Visiting Charter School at least annually;
 - iii. Ensuring that all reports required by law, including the local control and accountability plan and annual update to the local control and accountability plan required pursuant to Education Code § 47606.5
 - iv. Monitoring the fiscal condition of Charter School; and
 - v. Conducting the Charter revocation process, as necessary, pursuant to Education Code § 47607 and its applicable regulations, including hearing/investigating alleged violations and monitoring efforts to cure.
 - vi. Notifying the California Department of Education upon the occurrence of any of the circumstances described in Education Code § 47604.32(a)(5).
2. Charter School shall promptly respond to all reasonable inquiries of the District, including, but not limited to, inquiries regarding Charter School's financial records. The District shall promptly respond to all reasonable inquiries made by Charter Corporation, including, but not limited to, inquiries regarding financial records in which the District maintains base data or information.
3. For purposes of fiscal oversight and monitoring by the District, Charter Corporation shall provide the District with a copy of documents, data and reports in the form and at the times specified by the District. All problems, questions, concerns, and/or issues, if any, related to the documents, data and reports that are produced by Charter Corporation and delivered to the District shall be brought to Charter Corporation's attention in writing within thirty (30) days of receipt by the District of the documents, data and records.
4. Charter Corporation shall provide such other documents, data and reports as may be reasonably requested or required by the County Superintendent of Schools, including the annual reports set forth in Education Code § 47604.33, which must be prepared and submitted to the District and the County Superintendent of Schools.

5. The District will use any financial or other information it obtains from Charter Corporation and Charter School, including, but not limited to, the reports required by Education Code § 47604.33, to perform its duties described in Education Code § 47604.32(a), including monitoring the fiscal condition of Charter School
6. It is recommended that Charter School maintain a minimum ending fund balance of not less than 3% as a reserve for economic uncertainties.
7. Oversight Services. Charter Corporation shall pay the District an amount equal to one percent (1%) of Charter School's revenues (excluding any monies for which the District has received as indirect cost rate charge) to cover the actual cost of supervisorial oversight. Charter School's revenue means the LCFF entitlement. This is the amount received in the current fiscal year from the LCFF calculated pursuant to Education Code § 42238.02, as implemented by Education Code § 42238.03. Payment shall be made by Charter Corporation monthly, at the same time as the in-lieu property taxes are distributed by the District.
8. The Parties agree that the District shall not act as fiscal agent for Charter Corporation or Charter School. It is agreed that Charter Corporation shall be solely responsible for all fiscal services for Charter School, including payroll, purchasing, attendance reporting, and completion and submission of state budget forms. The District shall process and transfer to Charter Corporation all payments received by the District for Charter School in a timely fashion.
9. To the extent Charter Corporation wishes to contract with the District for any services to Charter School beyond those specified in this Agreement, a separate written contract with the District shall be required and the costs of such services shall be paid in full by Charter Corporation.

I. Financial Reporting

1. Budget Data
 - a. A preliminary budget shall be provided to the District and the County Superintendent of Schools for review on or before May 31 of each year. All key budget variables, including revenue, expenditure, debit, and beginning and ending balance variables shall be defined.
 - b. A copy of the adopted budget shall be provided to the District for review no later than July 15th of each year.
 - c. A copy of Charter Corporation's adopted budget guidelines, fiscal policies, and internal controls shall be provided to the District within four weeks of adoption of this Agreement and then followed by annual updates.
2. Cash Flow Data
 - a. Cash flow projections shall be submitted with each quarterly financial report, as detailed below.
 - b. The District shall be notified at least three (3) weeks in advance (or a shorter time period upon showing of good cause by Charter School) of any action by Charter Corporation's Board of Directors' to incur short- or long-term debt. Financing documents shall be made available for the District's review upon request.

- c. The District shall provide Charter Corporation with in-lieu property tax estimates and other available financial data necessary for Charter Corporation to meet its budget and fiscal obligations outlined in this Agreement and in applicable law within a reasonable period of time after a written request by Charter Corporation, but in no case later than 30 days thereafter.

3. Financial Data

- a. The first interim financial report shall be prepared and submitted to the District and the County Superintendent of Schools on or before December 15 of each year. This first interim financial report shall reflect changes through October 31.
- b. The second interim financial report shall be prepared and submitted to the District and the County Superintendent of Schools on or before March 15 of each year. This second interim financial report shall reflect changes through January 31.
- c. The third interim financial report shall be prepared and submitted to the District on or before June 15 of each year, if deemed necessary by the District. This third interim financial report shall reflect changes through April 30.
- d. The final unaudited financial report for the full prior year shall be prepared and submitted to the District and the County Superintendent of Schools on or before September 1 of each year or within two weeks of receiving year-end closing data from the District, whichever is later.

4. Financial Audit

- a. Charter Corporation shall provide a copy of Charter School's audited financial report to the District, the County Superintendent of Schools, the State Controller, and the California Department of Education by December 15 of each year.
- b. Audit exceptions or deficiencies identified in the audit report shall be addressed by Charter School through the development of a remediation plan outlining how and when they will be resolved. Such remediation plan shall be provided to the District by January 15 of each year or within 4 weeks following the finalization of the audited financial report, whichever is later.

J. Attendance Reporting

- 1. Charter Corporation shall use commercially available attendance accounting software (such as Power School, etc.) for student attendance accounting at Charter School.
- 2. Charter Corporation, on behalf of Charter School, shall submit enrollment and attendance data as required to receive apportionment of funding according to the specified deadlines. The District staff will review and certify the accuracy of Charter School's attendance data submitted by Charter Corporation only when all documentation has been submitted and is accurate. Attendance data submitted without the requisite detail will not be processed and may result in a delay of funding to Charter School.
- 3. Student data covering demographic, behavioral and program participation, etc., are needed for effective oversight responsibilities as well as timely and efficient state and federal reporting on

behalf of the District and charter schools. Consequently, Charter School shall adhere to the following:

- a. Charter School shall submit student enrollment projections to the District by March 1 of the preceding school year.
- b. Charter Corporation shall submit monthly summary reports of enrollment and average daily attendance (“ADA”) no later than five (5) business days following the close of the period.
- c. Charter School shall maintain contemporaneous written records of enrollment and ADA and make these records available to the District for inspection and audit.
- d. Charter School shall provide copies of P-1 and P-2 and annual state attendance reports to the District by January 15, April 30, and June 20, respectively, of each year.
- e. Charter School shall provide to the District copies of amended state attendance reports, if any, within three weeks of discovery of the need for making such an amendment.

K. Special Education Services/Section 504

1. Charter School will not be categorized as a public school with the District for purposes of Special Education services. Charter School will exist under the Special Education Local Plan Area (SELPA) of the Fresno County Charter Special Education Local Plan Area and will be categorized as a local educational agency member of the Fresno County Charter SELPA in conformity with Education Code § 47641(a).
2. It is understood that all pupils will have access to Charter School, no student shall be denied admission due to disability and Charter School’s preferences shall not result in limiting enrollment access for pupils with disabilities. Charter School confirms that it will have the means in place to achieve a balance of special education pupils that is reflective of the general population residing within the territorial jurisdiction of the District and that it will comply with all applicable state and federal Special Education laws.
3. Pursuant to Education Code § 47641, Charter School has elected to participate as an independent LEA for Special Education services; and therefore, pursuant to Education Code § 47641, the Fresno County Charter Special Education Local Plan Area has deemed Charter School a public school of the Fresno County Charter SELPA for Special Education purposes. Charter School and the Fresno County Charter Special Education Local Plan Area are solely responsible for providing all Special Education services. No Special Education services whatsoever will be provided by the District to Charter School. Charter School and the Fresno County Charter Special Education Local Plan Area are solely responsible for notifying parents that Special Education services are provided through the Fresno County Charter SELPA and not the District.
4. Complaints. Charter School and the Fresno County Charter Special Education Local Plan Area shall address, respond to and investigate all complaints received involving Special Education. The District shall have no involvement in any complaints relating to Special Education services at Charter School, unless the District determines that its involvement is necessary as a result of its oversight responsibilities.

5. Indemnity. Charter School agrees to defend, indemnify, and hold the District and District Personnel harmless from any liabilities, claims, demands, attorneys' fees and costs arising out of or related in any way to the failure to deliver or the delivery of Special Education services by or involving the Fresno County Charter Special Education Local Plan Area and Charter School to its students and any and all conduct or allegations related thereto. Charter School further agrees to defend, indemnify, and hold the District and District Personnel harmless from any liabilities, claims, demands, attorneys' fees and costs arising out of or related in any way to the delivery of Special Education services that may have been previously provided to Charter School by the District.

L. Insurance and Risk Management

1. Charter Corporation, as applicable, will obtain its own insurance coverage to cover the operations of Charter School and supply the District with certificates of insurance and proof of insurance as initially outlined below, which may change annually based on, among other factors, size and location of Charter School. Charter Corporation shall instruct the insurance carrier(s) to inform the District immediately if the coverage becomes inoperative for any reason. The District may request to see evidence of insurance coverage during site visits.
2. Charter Corporation shall procure from an insurance carrier licensed to do business in the State of California or a qualified joint power authority ("JPA") registered with the California Department of Industrial Relations, and keep in full force during the term of the Charter, at least the following insurance coverage for itself, Charter School, and the District:
 - a. Property Insurance against fire, vandalism, malicious mischief and such other perils as are included in "special form" coverage insuring all of Charter Corporation's trade fixtures, furnishings, equipment and other personal property. The property policy shall include "extra expense" coverage and shall be in an amount not less than 100% of the replacement value.
 - b. Commercial General Liability Insurance in an amount not less than Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) in total general liability insurance for bodily injury (including death), property damage and personal and advertising injury arising out of or connected to Charter Corporation's premises and operations. Charter Corporation shall also maintain errors and omissions/educators legal liability, sexual abuse and molestation coverage, and employment practices liability of Charter Corporation, its governing board, officers, agents, or employees of Charter School with limits of not less than the amount stated above. Charter School represents that its insurance shall cover all situations under which Charter School is responsible to defend and indemnify herein. The amount of total general liability insurance required shall increase to seven million, five hundred thousand dollars (\$7,500,000) if Charter School's ADA (as reported at P-Annual) exceeds 1,000. The deductible per occurrence for said insurance coverage stated herein shall not exceed twenty thousand dollars (\$20,000).
 - c. Comprehensive or Business Automobile Liability Insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence, Combined Single Limit for Bodily Injury and Property Damage including coverage for Owned, Non-owned and Hired Vehicles, as applicable.
 - d. Workers' Compensation Insurance in accordance with the provisions of the California Labor Code, insurance adequate to protect Charter Corporation from claims under

Workers' Compensation Acts which may arise from its operation of Charter School, with statutory limits and Employer's Liability limits (including employment practices coverage) of not less than One Million Dollars (\$1,000,000) each occurrence.

3. If any policies are written on a claims-made form, Charter School agrees to maintain such insurance continuously in force for three years following non-renewal, termination or revocation of the Charter or extend the period for reporting claims for three years following the non-renewal, termination or revocation of the Charter to the effect that occurrences which take place during this shall be insured.
4. Charter School shall be responsible, at its sole expense, for separately insuring its personal property.
5. Charter School shall procure and maintain for the duration of this Agreement the specific insurance policies listed herein with the specified limits per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. If Charter School maintains broader coverage and/or higher limits than the minimums shown herein, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by Charter School. Charter School's liability policy or policies must provide all liability Charter School is required to insure against by law and authorized to insure against. The District and District Personnel shall be covered as additional insureds via an endorsement to all liability policies maintained by Charter School. Such endorsement shall provide that all additional insured coverage afforded to the District and District Personnel under Charter School's insurance coverage shall be primary and noncontributory as respects the District and District Personnel. Any insurance or self-insurance maintained by the District or District Personnel shall be excess of Charter School's insurance and shall not contribute with it. Each insurance policy required above shall be endorsed to provide that coverage shall not be canceled, except with notice to the District.
6. Copies of all policies of insurance and certificates of coverage shall be provided by Charter Corporation to the District annually, but no later than two weeks prior to the commencement of the school year. The District shall receive written notification 30 days in advance of the termination or cancellation of any insurance policy maintained by Charter School.
7. Charter Corporation and Charter School shall hold harmless, defend, and indemnify the District and District Personnel from every liability, claim, or demand which may be made by reason of (1) any injury to volunteers; and (2) any injury to person or property sustained by any person, firm, or corporation caused by any intentional or negligent act or omission of Charter Corporation and/or Charter School, its officers, employees or agents. In cases of such liabilities, claims, or demands, Charter Corporation, at its own expense and risk, shall defend with legal counsel satisfactory to the District all legal proceedings which may be brought against the District and District Personnel, and shall satisfy any resulting judgments up to the required amounts that may be rendered against any of them. This indemnity and hold harmless provision shall exclude actions brought by third persons against the District and District Personnel arising out of the gross negligence or intentional acts, errors, or omissions of the District and District Personnel.
8. In addition, Charter School shall institute a Risk Management Plan, including policies and practices to address reasonably foreseeable occurrences, and will annually provide the District with certification in writing that such policies and practices have been instituted at Charter School.

9. A copy of Charter School's Safety Plan shall be provided to the District two weeks prior to commencement of the first school year and when reviewed and updated annually by March 1 of each year. The school safety plan shall include the following safety topics listed in Education Code § 32282(a)(2)(A)-(J):
 - a. Child abuse reporting procedures.
 - b. Disaster procedures, routine and emergency, with adaptations for pupils with disabilities in accordance with the federal Americans with Disabilities Act of 1990, that include:
 - i. Establishing an earthquake emergency procedure system that includes a school building disaster plan, a drop procedure where each pupil and staff member takes cover, protective measures to be taken before, during and following an earthquake, and a program to ensure that pupils and both the certificated and classified staff are aware of, and properly trained in, the earthquake emergency procedure system.
 - ii. Establishing a procedure to allow a public agency to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare.
 - c. Policies for pupils who committed an act that would lead to suspension, expulsion, or mandatory expulsion recommendations.
 - d. Procedures to notify teachers of dangerous pupils.
 - e. A discrimination and harassment policy consistent with the prohibition against discrimination.
 - f. The provisions of any schoolwide dress code that prohibits pupils from wearing "gang-related apparel," if the school has adopted that type of a dress code.
 - g. Procedures for safe ingress and egress of pupils, parents, and school employees to and from school.
 - h. A safe and orderly environment conducive to learning at the school.
 - i. The rules and procedures on school discipline.
 - j. Procedures for conducting tactical responses to criminal incidents, including procedures related to individuals with guns on school campuses and at school-related functions.
10. Health benefits plans and policies shall be provided, upon request, to the District within eight weeks of mutual approval of this Agreement and thereafter annually by no later than two weeks prior to the commencement of the school year.

M. Human Resources Management

1. All staff working at Charter School are employees of Charter Corporation, which shall have sole responsibility for employment, management, salary, benefits, dismissal and discipline of its employees.

2. Charter Corporation is deemed the exclusive employer of the employees of Charter School for the purposes of the Educational Employee Relations Act (EERA) under Government Code § 3540 et seq. and will be considered the public school employer of the employees at Charter School for purposes of collective bargaining.
3. Actual staffing data shall be provided to the District, upon request. Teacher credentials and permits shall be maintained on file at Charter School and shall be subject to periodic inspection by the District. Copies of credentials and a list of teaching/class assignments for each teacher shall be provided to the District by Charter School at the commencement of each school year.
4. Charter School will comply with the credentialing requirements for teachers at Charter School set forth in Education Code § 47605(1) as well as any applicable federal laws. Charter School will provide written verification of compliance with Education Code § 47605(1) to the District at the commencement of each school year.
5. Certificated and classified employee salary schedules shall be provided, upon request. A copy of Charter Corporation's personnel and payroll policies shall be provided upon commencement of the first school year by August 1 and annually thereafter. Copies of individual employment contracts shall be maintained on file at Charter School and shall be subject to periodic inspection by the District.
6. Charter Corporation shall provide to the District, upon request, the job descriptions and qualifications for each position at Charter School.
7. Charter Corporation may process Charter School's State Teachers' Retirement System ("STRS") and Public Employees Retirement System ("PERS") deductions and contributions. Charter Corporation shall accept and assume sole financial responsibility for all STRS and PERS reporting fines and penalties resulting from incomplete, inaccurate, or late reports and/or inadequate or late deposits from any cause whatsoever, except to the extent resulting from the sole negligence of the District. Such responsibility shall include but not be limited to any and all reporting fines and/or penalties.
8. Charter Corporation shall distribute a copy of its Employee Handbook to each employee at Charter School each year. At a minimum, the handbook shall include a statement that Charter Corporation is the exclusive public employer of employees at Charter School and has sole responsibility for employment, management, salary, benefits, dismissal and discipline of its employees. The handbook shall also include specific expectations for employee performance and behavior, due process rights of employees related to disciplinary actions (including termination), compensation and benefit information, and a description of both informal and formal complaint procedures that employees may pursue in the event of disagreements. Such handbook shall be provided to the District upon request.
9. At all times during the term of the Charter, Charter Corporation employees at Charter School, parent volunteers who will be performing services with Charter Corporation students that are not under the direct supervision of a certificated teacher, and all vendors having unsupervised contact with Charter Corporation students will submit to background checks and fingerprinting in accordance with Education Code § 45125.1. Charter Corporation will provide certification to the District that all employees and volunteers/vendors (as applicable) have cleared a criminal record check through the Department of Justice ("DOJ") and the Federal Bureau of Investigation ("FBI") prior to having any unsupervised contact with students.

10. Charter Corporation shall maintain on file and have available for inspection during site visits, evidence that it has performed criminal background checks for all employees and documentation certifying that vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students.

N. Student Records/Expulsions

1. To the extent necessary to discharge its reasonable supervisory oversight activities, Charter School hereby designates the employees of the District as having a legitimate educational interest such that they are entitled, upon request, to access Charter School's education records under FERPA (20 U.S.C. § 1232g) and related state laws regarding student records. The District, Charter School, and their offices and employees shall comply with FERPA and state laws regarding student records.
2. If a Charter School student is expelled or leaves Charter School without graduating or completing the school year for any reason, Charter School shall notify the superintendent of the school district of the student's last known address within 30 days pursuant to Education Code § 47605(e)(3). Charter School shall maintain records of such notifications during the term of this Agreement for the District review upon request.
3. Neither Charter School nor the District shall be obligated to accept enrollment of any student who has been expelled from the other entity during the term of the expulsion, consistent with applicable law(s) and policy. This shall not be read to mean Charter School may not refer expelled students to the District if the District is their school district of residence. Charter School may still refer expelled students back to their district of residence, which may be the District; however, the Parties understand and agree Charter School has no control of or responsibility for the District's decision to accept such students after Charter School's referral.
4. Charter School shall provide to the District Charter School's student discipline policies upon commencement of the first year of instruction and annually thereafter, as updated.
5. Charter School may request the District to process student expulsions. The District will charge Charter School for the cost associated with the provision of the student expulsion services at the then current rate.

O. Transportation

1. Charter Corporation shall be responsible for any and all transportation offered to students who enroll in Charter School, including but not limited to any and all transportation required in any student's IDEA Individualized Education Program ("IEP") or Rehabilitation Act Section 504 Plan.
2. Charter School may, at its sole option, provide transportation services for Charter School students to and from school.
3. Charter School will be responsible for providing transportation for field trips, including using public transportation.
4. Charter School may request the use of the District's buses for field trips. Such request must be sent to the District's Transportation Department and Charter School shall pay the cost of the

field trip buses. Charter School may further arrange charter buses through the District's Transportation Department and pay all applicable charges.

P. Nutritional Services

1. Charter School shall provide, for each needy pupil, one nutritionally adequate free or reduced-price meal during each school day as set forth in Education Code § 49550. Needy children shall be defined as those children who meet federal eligibility criteria for free and reduced-price meals as defined in Education Code § 49531.
2. Charter School will be responsible for providing its own food services, if any. If Charter Corporation wishes the District to operate food services (breakfast and lunch) for Charter School, the District will retain the state and/or federal revenue for any food services provided by the District to Charter School. The District may provide food services for Charter School during any extended school year (i.e., summer school). The District shall advise Charter School as to any necessary reporting required by state or federal agencies.

Q. Educational Program

1. Subject to the District's oversight and compliance with the Charter and applicable state and federal law, Charter Corporation is autonomous for the purposes of, among other things, deciding Charter School's educational program.
2. Charter Corporation shall comply with and adhere to the state requirements for participation and administration of all state mandated tests for Charter School.
3. Charter School shall comply with Education Code § 47606.5 (regarding local control and accountability plans), as that statute may be amended from time to time, as well as its applicable regulations. Charter School's local control and accountability plan and an annual update to the local control and accountability plan ("LCAP") shall be annually prepared and submitted to the District and the County Superintendent of Schools on or before July 1 of each year, unless a different date is established by law. The Parties acknowledge that results reported on the LCAP may be relied upon by the District in making decisions on material revisions, charter renewal and replication of charter schools.
4. Charter School's calendar shall be submitted annually to the District for review and verification of compliance with instructional day and minutes requirements. Any calendar changes must be provided to the District by April 1 prior to the beginning of a new school year. Any calendar changes made following April 1 must be provided to the District immediately and no later than ten (10) business day following the change.
5. Charter School is accountable for pupil outcomes identified in the Charter.
6. Charter Corporation will prepare an annual report providing all information necessary to demonstrate that Charter School is meeting the applicable accountability standards. Charter School shall also conform to the California School Dashboard performance requirements and any special funding programs that have additional performance standards. The annual report shall be provided to the District by June 30 of each year.
7. At the request of the District, Charter Corporation shall present updates and/or reports regarding Charter School to the District during the year.

R. English Learner Services

1. If Charter School is using the District's English Learner Services, students who enroll at Charter School shall complete a Home Language Survey at the time of enrollment. Charter School shall then fax the surveys to the District's Department of English Learner Services, which will coordinate the initial testing for these students. After testing, the Department will send the test results to Charter School.

S. Facilities

1. Charter Corporation agrees that it is not seeking facilities for Charter School from the District under Proposition 39. If Charter School seeks facilities in the future, it understands it must follow the requirements regarding requesting Charter School Facilities set forth in Education Code § 47614 and the regulations related thereto as well as the District's requirements for Charter School Facilities.
2. All facilities shall meet all applicable fire and safety code requirements, will conform with the requirements of Education Code §§ 47610(d) and/or 47610.5, and will conform with all applicable provisions of the Americans with Disabilities Act and any other applicable federal and state requirements. All facilities will be approved by the local fire marshal for the use intended.

T. Material Revisions to the Charter

1. Changes to the Charter deemed to be material revisions may be made only with prior approval from the District. Changes to the Charter considered to be material revisions include, but are not limited to, the following:
 - a. Substantive changes to the educational program, mission, or vision of Charter School, including the addition or deletion of a major program component that is a distinctive feature of Charter School, such as STEM, language immersion, grade level grouping, arts integration, etc.
 - b. Adding a classroom-based or non-classroom-based program/facility not expressly authorized by the Charter.
 - c. Proposed changes in enrollment that represent an increase or decrease from the enrollment originally projected in the Charter by more than 25% in any grade level or 10% of total enrollment in any given year.
 - d. Addition or deletion of grades or grade levels to be served, for the program as a whole or in a given year, not expressly authorized by the Charter, or otherwise required by law.
 - e. Changes to location of facilities, including school sites, resource centers, meeting space, or other satellite facility including the opening of a new facility. Temporary locations rented for annual student testing purposes shall be exempt from this provision.
 - f. Changing the name of Charter School.
 - g. Entering into a contract to be managed or operated by any other nonprofit public benefit corporation (or any other entity) other than Charter Corporation.

- h. Substantive changes to admission requirements and/or enrollment preferences identified in the Charter, unless required by law.
 - i. Substantive changes to the governance structure as described in the corporate bylaws, including but not limited to: changes in the authorized number of Board members, method by which sitting Board members are removed, method by which new Board members are selected, and/or provisions that reduce the size of the quorum required for a meeting and majority required for action. Revisions to the bylaws to ensure compliance with legal updates that do not affect the Charter may not be considered a material revision by the District.
- 2. Notice of a nonmaterial revision to the Charter shall be provided, in writing, at least 5 business days in advance of Charter Corporation's Board meeting at which the revision is to be approved.

U. Site Visits

- 1. The District will conduct at least one (1) visit to Charter School annually in accordance with the Charter Schools Act. The information gathered will be used to assess Charter School's progress in governance and organizational management, educational performance, fiscal operations and fulfillment of the terms of the Charter and this Agreement.
- 2. A school site visit may include review of the facility, review of records maintained by Charter School, and interviews with the management of Charter School and/or Charter Corporation, Charter School employees including the site principal, and Charter School's students/parents, as well as observation of instruction in the classrooms.
- 3. Any deficiencies will be reviewed with Charter School's site principal and Charter Corporation and an opportunity for comment, explanation and/or correction will be provided.
- 4. The evaluations of Charter School for each year will be used, in addition to other information and reports, to determine a renewal decision.

V. Renewal

- 1. Charter Corporation may seek renewal of Charter School's Charter in accordance with statutory provisions. Charter Corporation shall submit its renewal petition for the next charter term to the District no sooner than September 1 of the school year in which Charter School would cease operations without renewal.
- 2. The District and Charter School may mutually agree to schedule a renewal conference, which shall be attended by the District and Charter School. Charter School shall provide the District with a draft Renewal Petition at least five (5) business days prior to the scheduled renewal conference, if any.
- 3. To the extent required, the charter renewal petition shall be revised in accordance with current statutes and regulations.
- 4. The Parties agree that after Charter School has been in operation for four years it may be granted renewal provided Charter School shows evidence of meeting renewal criteria as set forth in Education Code §§ 47607 and 47607.2.

W. Charter Revocation

1. The District shall have the right to revoke the Charter in accordance with Education Code §§ 47607, 47607.3 or any other applicable statute or regulations. Prior to instituting revocation proceedings, the District may provide progressive notices that correction of a problem at Charter School by Charter Corporation needs to occur with specified reasonable timelines.
2. The minimum progression of notification of corrective action for concerns the District considers to involve violation(s) of Education Code § 47607(f) is as specified in California Code of Regulations, Title 5, Section 11968.5.2. Additional notification may be provided at the sole discretion of the District.
3. If the District determines, based on credible report(s), that there is a severe and imminent threat to the health or safety of the pupils of Charter School, and makes such determination in writing pursuant to Education Code § 47607(g), the District may take immediate action to assure the safety and well-being of the pupils, as well as staff and the community, consistent with California Code of Regulations, Title 5, Section 11968.5.3. Such immediate action, as deemed appropriate by the District in its reasonable discretion, may include but is not limited to revocation of the Charter in accordance with Education Code § 47607.
4. During the period prior to revocation, Charter Corporation shall have the opportunity to work with the District to address concerns and develop a plan to remediate all areas to the reasonable satisfaction of the District consistent with applicable laws.

X. Closure Procedures

1. At all times it is operational during the Charter term, Charter School will provide a description of the procedures to be used in the event Charter School closes and provide such procedures to the District as outlined in the Charter.
2. Procedures must be compliant with requirements contained in California Code of Regulations, Title 5, Section 11962 and consistent with the Charter. Detailed closure procedures are set forth in Attachment A and incorporated herein by reference. At a minimum, closure procedures must include the following:
 - a. Identification of a responsible person(s), e.g. Executive Director, Financial Officer, representative of Charter Corporation Governing Board, to oversee and conduct the closure process;
 - b. Notification of students and families of school closure;
 - c. Security of student and business records;
 - d. Processing of final employee payroll and benefits;
 - e. Identification of all assets and liabilities and plan for transfer as detailed in the Charter;
 - f. Final Charter School close-out audit to be paid for by Charter Corporation;
 - g. Identification of a source of funding to be used for closeout expenses including the final audit; and

- h. If applicable, dissolution of the nonprofit public benefit corporation.
- 3. If Charter School is to close permanently for any reason (e.g., voluntary surrender, nonrenewal, revocation), the District shall serve written notice on Charter Corporation that the closure procedures have been invoked. Charter Corporation will immediately identify to the District the specific individual who is responsible for coordinating Charter School's close out activities. The District will identify a staff person who will work with Charter School to accomplish all close out activities.
- 4. Charter Corporation expressly acknowledges the right of the District to gain full access to and copies of all student and business records concerning Charter School within a reasonable time after the District gives written notice that it is invoking the closure procedures.

Y. Required Disclosures

- 1. Pursuant to Education Code § 47604.3, Charter School shall respond promptly to all reasonable requests of the District.
- 2. Charter Corporation shall immediately notify the District of any pending or actual litigation and/or claim from any party or notice of potential infraction, criminal or civil action against Charter Corporation, Charter School or any employee, agent or volunteer that may involve or affect Charter Corporation or Charter School. In addition, Charter Corporation shall immediately notify the District of any request for information by any governmental agency about Charter Corporation or Charter School.
- 3. The District shall immediately notify Charter Corporation of any pending or actual litigation and/or claim from any party or notice of any potential litigation and/or claim against the District, Charter Corporation and/or Charter School, which may involve or affect Charter Corporation or Charter School. In addition, the District shall immediately notify Charter Corporation of any request for information by any governmental entity about Charter Corporation or Charter School.
- 4. If Charter Corporation seeks any loans or advance receipt of funds for Charter School, it shall establish a fiscal plan for repayment in advance of receipt of such loans. Charter Corporation shall provide advance written notice to the District specifying its intent to apply for a loan for Charter School. Advance notice shall include a description of the need for the loan, its terms, and the plan for repayment, including a cash flow schedule. If a loan is received, Charter Corporation shall, at the time of deposit of any sums which are loans to Charter Corporation for Charter School, provide the District with the loan documents, minutes of Charter Corporation's Board meetings at which such loan was approved, plan for repayment and updated cash flow schedule.

III. LEGAL

- A. **Non-Assignment.** Neither party shall assign its rights, duties or privileges under this Agreement, nor shall either party attempt to confer any of its rights, duties or privileges under this Agreement on any third party, without the written consent of the other party. The replacement of Charter Corporation with any other nonprofit public benefit corporation or other operating body or governance structure shall be treated as a material revision of the Charter, subject to the review and approval of the District pursuant to applicable sections of the Education Code.

- B. **Severability.** If any provision or any part of this Agreement is for any reason held to be invalid or unenforceable or contrary to public policy, law, statute and/or ordinance, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
- C. **Venue.** The Parties agree that any legal action to enforce the terms of this Agreement shall be brought in the appropriate court in the County of Fresno, California.
- D. **Amendment and Waiver.** Any waiver, amendment, modification, or cancellation of any provisions of this Agreement must be in writing and executed by duly authorized representatives of all parties specifically indicating the intent of the Parties to modify this Agreement. No such amendment or waiver shall be effective absent approval or ratification by the District and the Governing Board of Charter Corporation. The failure of either party at any time to require performance of any provision hereof shall in no manner affect its right at a later time to enforce such provision.
- E. **Dispute Resolution.** All disputes regarding this Agreement shall be resolved in accordance with the dispute resolution provision included in the Charter; provided, however, that disputes related to revocation of the Charter or acts or omissions of Charter School or Charter Corporation that constitute grounds for revocation of the Charter shall be handled pursuant to Education Code § 47607 and its implementing regulations. Violations of this Agreement shall not be considered cause for revocation unless the violation is sufficient to justify revocation under Education Code § 47607.
- F. **Entire Agreement.** This Agreement and attachments, if any, contain the entire agreement of the Parties with respect to the matters covered herein, and supersede any oral or written understandings or agreements between the Parties with respect to the subject matter of this Agreement.

This Agreement represents the full and final agreement between Charter Corporation and the District and shall only be modified in writing by the mutual agreement of the Parties.

The Parties hereto have caused this Agreement to be executed by duly authorized officers or representatives set forth below.


Dated: 10/25/2021


Approved as to Form

Dated: 03/09/2022


Fresno Unified School District
Board President

Dated: 12-20-22


University High School
President

ATTACHMENT A to MEMORANDUM OF UNDERSTANDING
By and Between
FRESNO UNIFIED SCHOOL DISTRICT
And
UNIVERSITY HIGH SCHOOL

Item	Description	Responsible Party	Completion Date	Verification
Invoking Closure Procedures				
1	<p>In the case of revocation or non-renewal, the District shall notify Charter School in writing that the closure procedures have been invoked. In the case of voluntary surrender, Charter School shall notify the District in writing that the closure procedures have been invoked.</p> <p>Charter School agrees that its officials shall have a continuing duty to cooperate with the District in all matters pertaining to the closure of Charter School, including, without limitation, attending meetings with the District, Fresno County Superintendent of Schools, and/or the State Department of Education, preparing a schedule of closing tasks with dates, obtaining and providing additional information and documentation, and interpreting and explaining any ambiguous records or information.</p> <p>Charter School will be the responsible entity for winding up its closure and closure-related activities. Charter School shall immediately notify the District, the California Department of Education, the Fresno County Superintendent of Schools, the SELPA in which Charter School participates, and the retirement system in which Charter School's employees participate of Charter School's following:</p> <ol style="list-style-type: none"> (1) The effective date of the closure; (2) The reason for closure; (3) The name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; (4) The pupils' school districts of residence; and (5) The manner in which 			

Item	Description	Responsible Party	Completion Date	Verification
	parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.			
Immediate Actions				
2	Charter School shall immediately notify the District of the location of all student and business records. Following that notification, no student or business records shall be disposed of, moved, or duplicated without the express written consent of the District, except that student records may be copied for students' families or transferred to other schools, provided a notation is kept of the records copied or transferred.			
3	Charter School and the District shall each immediately identify an individual who will serve as the single point of contact for the entity regarding Charter School's close out activities.			
4	The District shall immediately notify Charter School in writing whether, on behalf of the State Superintendent of Public Instruction, it is taking over immediate and direct control of all Charter School's student and business records.			
Students and Families				
5	Charter School shall notify the family of each student enrolled of Charter School's closure. Unless the District otherwise directs, the notification shall be immediate in the case of a revocation that takes immediate effect or shall occur within three (3) days of Charter School's knowledge of the school closure.			
6	Charter School shall continue instruction until the end of the current academic year (unless a revocation takes immediate effect). Charter School shall publicly announce cancellation of all future classes.			
7	If Charter School continues instruction to the end of the current academic year, report cards shall be issued to each student on the last day of class and Charter School also shall mail a copy of the report cards to the students' last known addresses.			

Item	Description	Responsible Party	Completion Date	Verification
8	Charter School shall notify surrounding school districts and the County Superintendent of Schools within fourteen days of the school's knowledge of closure. In the case of revocation, Charter School shall notify the same immediately.			
9	Charter School shall cooperate with the District and provide information to students and families regarding alternative public school placements within 3 to 7 days of the announcement of Charter School's forthcoming closure, or immediately in the case of a revocation that takes immediate effect.			
10	Charter School shall offer to provide a copy of each student's cumulative file upon request of the student's family. Charter School shall provide the copy within seven days of a request being received, ensuring that the documents are given to the family member identified as having legal custody or guardianship of the student.			
11	Charter School shall comply within three days to requests for the transfer of students' cumulative files to other public or private schools in which the students enroll.			
12	Charter School shall promptly respond to inquiries from students and their families and from the media regarding Charter School's closure, the disposition of student records, and the alternative placement available to the students.			
13	Upon Charter School's knowledge of closure, Charter School shall immediately (no later than one (1) business day) provide the District with a list of students (names, addresses and phone numbers) in each grade level and the classes they have completed. Identify each student's district of residence, and a notation of where the student's records have been transferred. Charter School shall update the list upon request and shall provide a final list within three (3) days of the closure.			
14	Charter School shall notify the SELPA within fourteen days of the closure, complete all documentation necessary for special education students and transfer copies of the			

Item	Description	Responsible Party	Completion Date	Verification
	student's records to the SELPA. In the case of an immediate closure, Charter School shall provide the foregoing information to the SELPA no later than five (5) days following closure.			
15	The District may prepare an information sheet regarding frequently asked questions about the closure. Charter School shall post the information sheet on its website and otherwise disseminate it as requested by the District.			
Student and Business Records				
16	<p>Once the closure procedures have been invoked, no student or business records shall be disposed of, moved, or duplicated without the express written consent of the District, except for the duplication or transfer of student cumulative files as noted.</p> <p>Charter School shall transfer to the District's Charter Office all of the following:</p> <ul style="list-style-type: none"> (1) All original and/or duplicate student and school records, including, without limitation, individual student records, discipline records, special education records, all state assessment results, fiscal information, teacher grade books, and attendance records; (2) All cum folders. The cum folders must be boxed and in alphabetical order by grade level; and (3) Student transcripts. The transcripts must be submitted on computer discs. <p>All transfers of student records will be made in compliance with FERPA (20 U.S.C. § 1232g). Charter School will ask the District to store and maintain original records of Charter School students.</p> <p>Charter School shall transfer and maintain personnel records in accordance with applicable law.</p>			
17	At the point Charter School is dissolved, the student and business records shall come			

Item	Description	Responsible Party	Completion Date	Verification
	under the exclusive control of the District which shall distribute, maintain, or dispose of the records as it determines appropriate.			
18	Charter School shall terminate all present leases, service agreements and other contracts not necessary for the closure of the school. Leases, service agreements, and contracts should be terminated in a cost-effective manner in order to minimize expenses.			
19	Charter School shall return grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law as appropriate and submit a final expenditure report for all grants within fourteen days. Federal grants must be closed out, including the filing of the required Final Expenditure Reports and Final Performance Reports; completion of certain federal forms may apply if the school was receiving funds directly from the U.S. Department of Education.			
Faculty and Staff				
20	Charter School shall immediately notify its faculty and staff of Charter School's closure, providing each with necessary information related to compensation and retirement, including, but not limited to, any optional benefits that they may continue after Charter School closes.			
21	Charter School will provide assistance to its faculty and staff in searching for and securing other employment.			
22	Charter School shall provide the District within fourteen days with a description of current and projected payroll and payroll benefits commitments through closure, including a list of each employee, and their job duties, and a projection of the funds necessary to: (1) transition the students and records; (2) complete all administrative closure related tasks; and (3) complete contracts and grants.			
23	Charter School shall provide the District within fourteen days with notice of any outstanding payments to staff and the method by which Charter School will make the payments.			

Item	Description	Responsible Party	Completion Date	Verification
24	Charter School will within fourteen days contact the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), and the County Superintendent of Schools and follow their procedures for dissolving contracts and reporting. Charter School will copy the District on all correspondence.			
25	<p>Prior to final closeout, Charter School shall do all of the following on behalf of the school's employees:</p> <ul style="list-style-type: none"> • File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines. • File the Federal Notice of Discontinuance with the Department of Treasury (Treasury Form 63). • Make final federal tax payments (employee taxes, etc.). • File the final withholding tax return (Treasury Form 165). • File the final return with the IRS (Form 990 and Schedule). 			
Assets and Liabilities				
26	Charter School shall notify all funding sources (including charitable partners) of Charter School's closure within fourteen days.			
27	Upon knowledge of closure, Charter School shall retain all necessary authority and powers to take all actions necessary for the winding up of Charter School's affairs, except that in no event shall Charter School take any action which incurs any financial or education obligation on behalf of Charter School unrelated to Charter School's winding up. Charter School shall identify its funding for the necessary wind-up activities set forth in this Agreement and the law.			
28	Charter School shall immediately notify all contractors (such as a charter management organization, education management organization, food service provider, instructional service provider, or transportation service provider) of Charter School's closure.			

Item	Description	Responsible Party	Completion Date	Verification
29	If Charter School has any agreements with organizations representing employees, Charter School shall notify the organizations of Charter School's closure as may be specified in the agreements.			
30	Charter School shall notify the District within fourteen days of all pending litigation to which Charter School is a party. Charter school shall immediately notify the District if litigation is filed thereafter up to the point that Charter School is formally dissolved.			
31	Charter School, within 30 days, shall prepare and deliver to the District a comprehensive list of creditors and debtors.			
32	Charter School, within 30 days, shall prepare and deliver to the District a comprehensive inventory of all assets.			
33	Charter School, within 30 days shall prepare and deliver to the District a plan for the proposed disposal of all property owned by the school (and acquired with public funds) in order to maximize revenue in accordance with law, payment of any and all liabilities and the disbursement of any remaining assets of the school, liquidation of assets to pay off any and all outstanding liabilities, bearing in mind that assets paid for by state funds may be transferred in accordance with the nonprofit corporation's bylaws to another public agency such as another charter school. Assets donated to Charter School may be returned to donors or disposed of in accordance with donor's wishes. Net assets, after the payment of outstanding liabilities, if any, may be transferred to another public entity within Charter Corporation pursuant to applicable law or to another public agency such as another charter school.			
34	Charter School shall arrange for preliminary (if necessary) and final closure audits to be paid for from the special reserve or bond revenue. The auditor engaged to perform the audit(s) shall be from the list of approved school auditors maintained by the California State Controller's Office and shall be approved by the District. The audit(s) at a minimum shall determine an accounting of all financial assets, including cash and			

Item	Description	Responsible Party	Completion Date	Verification
	<p>accounts receivable and an inventory of property, equipment, and other items of material value; an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation; and an assessment of the disposition of any restricted funds received by or due to Charter School, the disposition of all assets and liabilities of Charter School and shall verify Charter School's comprehensive list of creditors and debtors, and the amounts owed or owing, as well as verify Charter School's comprehensive list of all assets by source, noting any restrictions on each asset's use.</p> <p>Charter School shall provide the District with copies of all Charter School financial records, including but not limited to all accounting paperwork such as invoices, purchase orders, vendors, statements, cash receipts, cash disbursements, payroll documentation, accounts receivable and payable and all financial reports. Charter School shall timely respond to the District's request(s) for financial information.</p>			
35	<p>Based on the audit findings, and with the approval of the District, Charter School shall expend any identified assets to liquidate any identified liabilities.</p> <p>Charter School shall distribute any remaining assets in accordance with Charter School's petition, bylaws, and the law. The disposition of Charter School's assets shall include, but not be limited by the following dispositions:</p> <ul style="list-style-type: none"> a. All assets of Charter School, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending Charter School, remain the sole property of Charter School and shall be distributed in accordance with the Articles of Incorporation or bylaws 			

Item	Description	Responsible Party	Completion Date	Verification
	<p>upon the dissolution of the nonprofit public benefit corporation.</p> <p>b. Any liability or debt incurred by Charter School will be the responsibility of Charter School and not the District. Charter School understands and acknowledges that Charter School will cover the outstanding debts or liabilities of Charter School. Charter School understands and acknowledges that only unrestricted funds will be used to pay creditors.</p> <p>c. Any assets belonging to the District or District property will be promptly returned upon Charter School's closure to the District.</p> <p>d. Charter School will complete and file any and all required reports, including annual reports required pursuant to Education Code § 47604.33.</p>			
Dissolution of the Corporate Entity				
36	Following the resolution of all outstanding assets and liabilities, Charter School shall be dissolved. If established as a nonprofit public benefit corporation pursuant to Education Code § 47604 solely for operation of Charter School, Charter Corporation shall be dissolved.			

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 09, 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 Contract with Certificated Retiree Frances Buelna-Szabo

ITEM DESCRIPTION: Included in the Board binders is a request to approve a contract with certificated retiree Frances Buelna-Szabo in the amount of \$29,330.

Ms. Buelna-Szabo will provide continued services in conducting and completing compliance psychoeducational assessments in support of various school sites for a total of 56 days at a rate of \$65.47 per hour at eight hours per day.

Several school sites districtwide currently have a growing demand of special education referrals due to distance learning and suspected learning loss. These school sites require immediate additional supports to fulfill compliance assessments.

The term of this contract will commence March 10, 2022 and ends after 56 days of service through June 30, 2022.


FINANCIAL SUMMARY: Sufficient funds in the amount of \$29,330 are available in the Special Education budget.

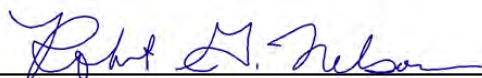
PREPARED BY: Dr. Tangee Pinheiro
Instructional Superintendent

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


CABINET APPROVAL: Kim Mecum,
Chief Academic Officer

SUPERINTENDENT APPROVAL:


P Kim Mecum (Feb 17, 2022 16:52 PST)



Fresno Unified School District
Retiree Contract Checklist
This Form Must BE TYPED.

1. School Site: Special Education
2. Administrator: Sean Virnig Telephone: 457-3227
3. Retiree: Frances Buelna-Szabo
4. Term: 03/10/2022 Through: 6/30/2022
5. Budget: 060-6500-1785-5760-3120-1260 
6. Contract Amount: Up to \$29,330.56
7. Scope of Work Summary: Compliance Psychoeducational Assessments
8. Expected Results/Student Outcome: Compliant with State and Federal requirements for conducting and submitting psychoeducational compliance assessments and reports, respectively.
9. Date item is to appear on Board of Education Agenda: 03/10/2022 (Contracts of \$15,000. or more).

Please send this form (with the cover memo and Retiree contract) to the appropriate Assist superintendent for your school site.

FRESNO UNIFIED SCHOOL DISTRICT
CERTIFICATED RETIREE CONTRACT
PURSUANT TO EDUCATION CODE SECTION 24214

Retiree:	Frances Buelna-Szabo	Retiree I.D. Number:	1010006
Department	Special Education	Department Number:	785
Position Title:	School Psychologist	Hourly/Daily Rate of Pay:	\$65.4651
Contract Period:	03/10/22 – 6/30/22	Contract Salary Not to Exceed:	\$29,330.56
Budget Number:	060-6500-1785-5760-3120-1260	School Site Plan:	N/A
Funding Source:	SPED	During this fiscal year, have you signed any other retiree contracts?	Yes

Frances Buelna-Szabo ("Retiree") is retired from service with the Fresno Unified School District and elects to accept retiree employment pursuant to Education Code section 24214.

1. Offer of Employment: Retiree is hereby offered retiree employment to serve as a retired certificated employee of the Fresno Unified School District ("District"). The assignment, duties and time of service during the school year shall be as directed by the Governing Board.
2. Employment Classification:
 - a. Retiree will be classified as a retired employee who has not been reinstated as an employee of the District as set forth in Education Code section 24214.
 - b. Retiree specifically acknowledges that this agreement does not establish any right to probationary or permanent employment status.
 - c. Retiree further acknowledges that this agreement does not establish any right to reemployment in any status beyond the term of this agreement.
3. Length of Service: The anticipated length of time for which you are employed is from March 10, 2022 through June 30, 2022, or earlier if any of the following occur:
 - a. Notification by the District that the employment hereunder is terminated for any reason including, but not limited to, failure to render satisfactory or acceptable service;
 - b. Notification by the District that Retiree's services are no longer needed; or
 - c. Loss, surrender or other failure to obtain or retain Retiree's credential.
4. Salary: Subject to verification of teaching experience, job duties/position and limitations set forth in Education Code section 24214.

The District shall be entitled to recover for any erroneous excess payment, regardless of cause. Excess payments discovered within a fiscal year may be recovered, in whole or in part, by adjustment of further payments due as a result of service provided during that fiscal year. It is Retiree's responsibility to comply with and notify the District as to earnings limitations applicable to Retiree.

5. Credential(s) Held: By accepting this offer Retiree represents that he/she processes a credential(s) authorizing service in California Schools and that Retiree has registered the credential(s) with the

Fresno County Superintendent of Schools.

District specifically relies on these Representations as to "Credential(s) Held" in hiring Retiree. Retiree understands that if he/she does not hold and have the credential(s) indicated for the position being hired for, that this agreement is null and void. Retiree further understands that it is his/her responsibility to maintain the credential(s) on file with the County Superintendent of School and to keep the District informed of the status of the credential(s).

6. Conditions of Employment: This offer of employment is made subject to the laws of the State of California and to the rules and regulations of the State Board of Education and the Board of Education Of the District, including the California fingerprint and medical clearance laws, all of which are by reference made a part of the terms and conditions of this offer of employment as though they have been fully set forth herein. This contract is subject to ratification by the District Governing Board.
Ratification of this contract is subject to verification of references submitted by Retiree
7. Modifications: This contract may be changed only by the consent of both parties; any such changes shall be reduced to writing, signed and dated by both parties and attached to this contract.



Retiree's Signature

Date 02-11-2022

 Date 2-11-22
Principal/Department Head Signature


Funding Source Signature
(Office of State & Federal)

Date 2/11/22

 Date 2/11/22
Instructional Superintendent

Date _____
Chief Academic Officer
(that oversee above Mentioned Program)

Date _____
Chief, Human Resources

Board Approval Date _____ Item# _____

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 09, 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 Addendum No. 4 to Master Agreement and Memorandum of Understanding and License Agreement for Fresno Unified School District Use of State Center Community College District (Fresno City College) Facilities

ITEM DESCRIPTION: Included in the Board binders and recommended for approval is Addendum No. 4 to the Master Agreement Establishing an Educational Partner Relationship between Fresno Unified and the Fresno City College (FCC) division of the State Center Community College District (SCCCD) to collaborate on the construction and use of the new FCC Science Building. The Board of Education approved the Master Agreement on December 13, 2017, to facilitate joint projects and joint use of facilities by the two institutions to benefit the community, to be implemented on a project-by-project basis via addenda. Addendum No. 1 (approved December 12, 2018) provides for FCC to use district high schools to offer college-level classes in the evenings. Addenda No. 2 and No. 3 (approved June 12, 2019) allow Fresno Unified to use certain classrooms and other spaces on the FCC campus for Design Science Middle College High School and allow FCC to use the Fresno Unified modular campus adjacent to Patiño High School.

Addendum No. 4 memorializes the agreement between Fresno Unified and FCC regarding use by Design Science of the FCC Science Building to be constructed, as highlighted below:

- Initial term through June 30, 2050 with five additional 5-year terms unless notice is provided of the intent to propose material changes to the Agreement for the subsequent term
- Non-exclusive long-term license for 5,855 square feet of classroom space and 535 square feet of office space
- Lecture space provided by FCC
- First-priority scheduling, with FCC allowed to utilize the classrooms and spaces when not in use by Fresno Unified
- Space and program requirements to be included in FCC's annual master schedule planning

Fresno Unified and SCCC financial obligations provided for in Addendum No. 4 include:

- SCCC responsible for all costs associated with design, construction, inspection, and testing
- Fresno Unified will contribute \$5 million as described in Exhibit B
- Fresno Unified will be responsible for a proportionate share of scheduled maintenance costs and material replacement related to interior furnishings and building systems
- FCC will maintain and provide custodial and grounds care for all FCC buildings
- Mutual indemnity and insurance requirements applied to both parties

Design Science is currently utilizing classrooms in the FCC Business Building. In the new Science Building, Design Science will have use of classrooms, support spaces, and a shared lecture space. Construction of the facility is expected to begin in March 2022 with project completion anticipated in early 2024. In 2017, the Board of Education approved reserving \$6 million in the General Fund to contribute to the cost of constructing the FCC Science Building to provide space for Design Science into the future. A portion of the funding (less than \$1 million) was expended to upgrade the classrooms currently being used by Design Science.


FINANCIAL SUMMARY: Sufficient funds in the amount of \$5 million are available in the General Fund.

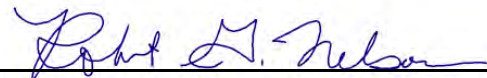
PREPARED BY: Alex Belanger, Assistant
Superintendent, Facilities Mgmt. & Planning

DIVISION: Operational Services
PHONE NUMBER: (559) 457-6126

CABINET APPROVAL: Karin Temple,
Chief Operating Officer

SUPERINTENDENT APPROVAL:





Fresno Unified School District Contract Routing Form

RECEIVED

FEB 15 2022

BENEFITS AND RISK MANAGEMENT
FRESNO UNIFIED SCHOOLS

Vendor Name: State Center Community College 1171 Fulton Street, Fresno, 93721
Address

559-226-0720 Christine Miktarian
Phone Number Vendor Contact

Term (Duration): 03/09/2022 through 01/30/2050

FUSD Contract Administrator: Alex Belanger
Name

Facilities Management & Planning 76126
Site/Department Telephone Number

Budget: 030-0154-1123-0000-6233
(Fund-Unit-Dept.-Activity-Object)

Cost 5 million- Reference Exhibit B (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 School Safety Act" as required therein. ☐ Yes ☒ No

Scope of Work Summary:

Attached for your review is the Addendum No. 4 and Memorandum of Understanding/License Agreement (MOU) which summarizes agreements between Fresno Unified School District and State Center Community College District, specifically its Fresno City College (FCC) division, related to the use of a portion of the proposed Fresno Science Building in connection with the FUSD Design Science Middle School.

The purposes of the MOU is to memorialize the Parties agreement to collaborate on the construction and use of the new Fresno City College Science Building to better serve students and to create a partnership of mutual benefit to both parties.

Date Item is to appear on Board of Education Agenda:

03/09/2022
(Contracts of \$15,000/00 or more)

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

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

Signed [Signature] Date 03/09/2022
Signed [Signature] Date 03/09/2022

Please return signed contract to: Alex Belanger Facilities Management & Planning 457-6126
Name Department Telephone

**ADDENDUM NO. 4 TO MASTER AGREEMENT
AND MEMORANDUM OF UNDERSTANDING
AND LICENSE AGREEMENT FOR
FRESNO UNIFIED SCHOOL DISTRICT USE OF STATE CENTER COMMUNITY
COLLEGE DISTRICT (FRESNO CITY COLLEGE) FACILITIES**

This Addendum No. 4 and Memorandum of Understanding/License Agreement (MOU) summarizes agreements between Fresno Unified School District (FUSD) and State Center Community College District (SCCCD) (and its component, Fresno City College (FCC)) related to the use of a portion of the proposed Fresno Science Building in connection with the FUSD Design Science Middle School. Hereinafter, FUSD and the FCC/SCCCD may be individually referred to as “Party” or collectively as “Parties.”

RECITALS

A. The Parties originally entered into a Master Agreement to Establish an Educational Partner Relationship on or about February 28, 2018 (“Master Agreement”), which established a collaborative agreement between the Parties to provide for effective shared use of programs, facilities, systems, support services, expertise, and other resources for the good of the community; and

B. The Master Agreement contemplated that the Parties may enter into one or more written Addenda to the Master Agreement that would set forth in more specific detail the proposed collaborative programs, shared facilities, and/or other agreements negotiated between the Parties to implement the Master Agreement, and the parties previously executed Addendum No. 1 on or about December 12, 2018, Addendum No. 2 on or about June 25, 2019, and Addendum No. 3 on or about June 25, 2019; and

C. The purpose of this MOU is to memorialize the Parties agreement to collaborate on the construction and use of the new Fresno City College Science Building to better serve students and to create a partnership of mutual benefit to both parties.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Purpose and Goals. FUSD, SCCC, and FCC will continue to cooperate to make more efficient use of resources and facilities.

2. License Agreement – Classrooms. To better serve the needs of FUSD students, FUSD desires the non-exclusive right to use classrooms and spaces on the first floor of the new Fresno City College Science Building, generally depicted on Exhibit A, to be constructed on the SCCC/FCC campus. SCCC/FCC hereby grants a non-exclusive long-term license to access to, from, on, over, and through a portion of the campus property for the purpose of facilitating the use of the classrooms and spaces by FUSD, consisting generally of 5,855 assignable square feet of classroom space, 535 assignable square feet of office space, and with joint access to adjoining common areas (hallways, restrooms, and study areas).

FUSD shall have the right to first priority scheduling of classrooms and spaces shown on Exhibit "A" and FCC/SCCCD and any other licensee authorized by FCC/SCCCD shall have the right to utilize the classrooms and spaces when not in use by FUSD. In addition, FCC agrees to work with FUSD to find and allocate lecture space on the FCC campus, as needed, to accommodate current and future program requirements of FUSD Design Science Middle College staff and students. FUSD space and program requirements shall be included in FCC advance annual master schedule planning and shall be subject to review and approval by FUSD. Request for changes to the master schedule shall be submitted by FUSD to SCCCD sixty days prior to the academic school year. The terms and conditions of future facilities space allocation by SCCCD to FUSD will be covered under a separate addendum or MOU. FUSD will use the spaces described in Exhibit A during the normal FUSD school day and will schedule its evening events through the established scheduling protocols of FCC. FCC commits to finding adequate facilities for evening events if the FUSD spaces are otherwise scheduled.

FUSD's use of the space licensed under this MOU will be consistent with District policies and regulations. FUSD staff, faculty and students are required to follow District board policies and administrative regulations. FUSD's use shall not interfere with SCCCD's use of SCCCD facilities and will not interfere with FCC's campus and operations.

3. License - Conditions. In consideration of SCCCD/FCC granting this License, FUSD will be responsible for only those costs associated with such design and improvement subject to the requirements for construction preparations and work shown on Exhibit "B". FUSD's license to use classrooms and furnishings in the new Fresno City College Science Building is conditioned upon FUSD making all payments due under Exhibit B.

4. FUSD Funding Obligations. FUSD shall make payments to SCCCD as shown and provided in Exhibit B.

5. SCCCD/FCC Construction Obligations.

A. In consideration of FUSD's financial contributions toward the costs of construction and furnishings as provided in Exhibit B, SCCCD/FCC shall have the following duties:

B. Construction – Conditions

i. Contractor Selection and Public Contract Code Compliance. SCCCD shall be responsible for selecting qualified, licensed contractors, subcontractors, construction manager or managers and related consultants necessary to design, improve and prepare the classrooms, subject to all bidding requirements required by Public Contract Code section 20111 et seq.

ii. CEQA Compliance. SCCCD shall be responsible for ensuring compliance with all applicable requirements of the California Environmental Quality Act (CEQA), as needed, and for providing all related documents and approvals to FUSD upon request.

iii. Construction Schedule: Notice. FUSD shall be given at least thirty (30) days' notice of commencement of construction and a proposed schedule of

commencement and completion of construction for FUSD's review.

iv. Interference with FUSD Activities. Construction and preparation of the Science Building shall not result in any unreasonable interference with FUSD programs or activities, which are described in Addendum No. 1, Addendum No. 2, and Addendum No. 3.

v. Stop Payment Notices. Defense and payment of claims against the construction/installation of the Science Building, whether stylized as mechanics' liens or stop payment notices, shall be the responsibility of SCCCD.

vi. Punch List; Warranty Work. SCCCD shall ensure completion of the work in accordance with the plans reviewed by FUSD. SCCCD, or its agents, shall ensure that all punch list items and warranty work are completed in conformance with the plans.

vii. Warranties. SCCCD shall secure and enforce warranties for the work from the contractors and subcontractors as appropriate. SCCCD shall not waive any warranty for defect in design or workmanship or waive any statutes of limitation in relation thereto.

viii. Acceptance of the Work; Notice of Completion. SCCCD shall not accept the work or authorize the filing of a notice of completion without input from FUSD.

ix. Performance and Payment Bonds. Before construction, SCCCD's contractor(s) shall furnish payment and performance bonds, which shall cover 100% faithful performance of and payment of all obligations arising under the construction project and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the construction. All bonds shall be in a form approved by FUSD and shall name SCCCD and FUSD as dual-obligees under the bonds and shall be provided by a corporate surety authorized and admitted to transact business in California. To the extent, if any, that the contracted amount for the project is increased in connection with the construction, SCCCD's contractor (or subcontractors; collectively contractor) shall cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to SCCCD and to FUSD. To the extent available, the bonds shall further provide that no change or alteration of the construction contract and related documents, including, without limitation an increase in the contract amount, extensions of time, or modifications of the time, terms, or conditions of payment to SCCCD's contractor will release the surety. If SCCCD's contractor fails to furnish the required bond, SCCCD may terminate the construction contract for cause. Only bonds executed by an admitted Surety insurer as defined in Code of Civil Procedure section 995.120 shall be accepted. SCCCD reserves the right to approve or reject the surety insurers selected by contractor and to require the SCCCD's contractor to obtain bonds from surety insurers satisfactory to SCCCD.

C. FUSD has been given the opportunity to review and provide input on the floorplans and design drawings, FUSD may attend construction meetings, upon request,

and may be included in any discussions on proposed change orders that may impact FUSD's contractual obligations, or that may affect the design intent of the FUSD space, during the life of the project.

6. Costs. As described herein, SCCCD shall be responsible for all costs associated with the construction and preparation of the Science Building, pursuant to this MOU, including, but not limited to, all design costs, construction, inspection and testing (as needed), subject to the payment obligations of FUSD set forth in Exhibit "B". If FUSD requests changes to the construction of the new Science facility that results in an added cost to the project, FUSD will be responsible for the change in the construction cost and any associated costs.

7. Term/Termination.

A. SCCCD shall make every effort to complete the work on the Science Building on or before December 31, 2023. SCCCD will notify FUSD about any potential delays that may affect the scheduled completion of construction.

B. This MOU shall be effective from its execution through June 30, 2050 ("Initial Term"). After the Initial Term of this MOU, it shall automatically renew for additional five (5) year terms, unless either party provides the other written notice at least 180 days before the expiration date of the then-current term. Either party may also give notice to the other party at least 180 days before the expiration date of the then-current term that it wishes to propose material changes to the Agreement for the subsequent term(s).

C. This MOU may be terminated prior to construction for cause upon an uncured default/material breach of this MOU and sixty (60) days written notice to the defaulting Party and opportunity to cure, provided, however, after construction commences and so long as FUSD makes those payments shown on Exhibit "B", the license granted shall not be terminated until the end of the Initial Term.

8. Insurance and Liability.

A. Insurance. FUSD and SCCCD agree to provide and maintain, at their own expense, a program of insurance covering the activities and operations of their respective officers, agents, and employees hereunder. Such programs of insurance shall include, but are not limited to, comprehensive general liability and professional liability. The general liability insurance shall have a minimum coverage of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Upon written request, either party shall provide the other with a certificate evidencing such coverage. FUSD's license under this MOU shall be suspended during the period of time that it does not maintain the minimum insurance coverage required by this paragraph.

B. Indemnity. To the fullest extent allowed by law, FUSD shall defend, indemnify and hold SCCCD, its officials, trustees, officers, agents, employees, volunteers, and representatives ("Indemnitees") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees 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) FUSD's failure to fully comply with or breach of any of the terms and conditions of this MOU, or 2) any acts, omissions, negligence or willful misconduct of FUSD and their officials, officers, employees, students and agents arising out of or related to this MOU ("Indemnification"). FUSD'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. The only limitations on this provision shall be those imposed by Civil Code § 2782, as may be applicable, or other applicable provisions of law.

C. To the fullest extent allowed by law, SCCCCD shall defend, indemnify and hold FUSD, its officials, trustees, officers, agents, employees, volunteers, and representatives ("Indemnitees") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees 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) SCCCCD's failure to fully comply with or breach of any of the terms and conditions of this MOU, or 2) any acts, omissions, negligence or willful misconduct of SCCCCD and their officials, officers, employees, students and agents arising out of or related to this MOU ("Indemnification"). SCCCCD'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. The only limitations on this provision shall be those imposed by Civil Code § 2782, as may be applicable, or other applicable provisions of law.

D. Liability for Property Damage. FUSD will repair or replace SCCCCD real or personal property that is damaged during the term of this MOU by any of FUSD's employees, agents, representatives, contractors, students, or guests.

9. Title to SCCCCD property. The parties agree that the fee title to the SCCCCD property shall at all times remain fully vested in the SCCCCD. FUSD shall not acquire any property rights or interests in any of portion of the new Fresno City College Science Building or any of the furnishings purchased under this MOU. SCCCCD shall be the sole and exclusive owner of all real and personal property covered under this MOU. FUSD's only rights created under this MOU are that of a licensee according to the terms of this MOU.

10. Assignment. The license established under this Agreement may not be assigned or transferred without the written consent of both parties. The property licensed under this MOU shall not be used by any third parties without the written consent of SCCCCD.

11. Mutual Consent. This MOU may be amended only by the mutual written consent of both parties.

12. If any provision of this MOU is determined to be unenforceable, all other provisions will remain in full force and effect.

13. This MOU shall be governed by the laws of the State of California, and venue for any disputes shall be in the federal or state courts in Fresno County, California.


14. Force Majeure. In the event of occurrence of forces beyond SCCC'D's control during the Term of this MOU including, but not limited to, fire, earthquake, flood, storm, strike, civil disturbance, or contagious disease, SCCC'D may suspend the license under this MOU for (i) the duration of any such event; plus (ii) a reasonable period of time after the event to afford SCCC'D the opportunity to repair any damage caused and ensure the safety of SCCC'D employees, students, and property.

15. This MOU sets forth the contractual rights of the parties and does not create any other rights of action as a result of this agreement. Additionally, each party agrees that it shall be responsible for the negligence of its own officers, officials, employees, and agents, and that neither party shall be considered the other's agent. This MOU is for the time period specified above and is renewable, upon mutual agreement. This MOU shall not create any rights in any third parties, specifically any students participating in the program.

16. Except as specifically modified and/or amended in this MOU, the provisions of the Master Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the dates set forth below.

STATE CENTER COMMUNITY COLLEGE DISTRICT

By:  12/21/2021
Christine Miktarian, Vice Chancellor
Operations
1171 Fulton Street
Fresno, CA 93721
Date

FRESNO UNIFIED SCHOOL DISTRICT

By: _____
Santino Danisi, Chief Financial Officer
2309 Tulare Street
Fresno, CA 93721
Date

FRESNO CITY COLLEGE

By: _____
Dr. Carole Goldsmith, President
1101 E. University Ave.
Fresno, CA 93741
Date

J:\wdocs\00785\066\AGT00842591.DOCX

APPROVED AS TO FORM


 2/15/2022
Andrew De La Torre, Executive Director
Benefits & Risk Management

Exhibit “A”

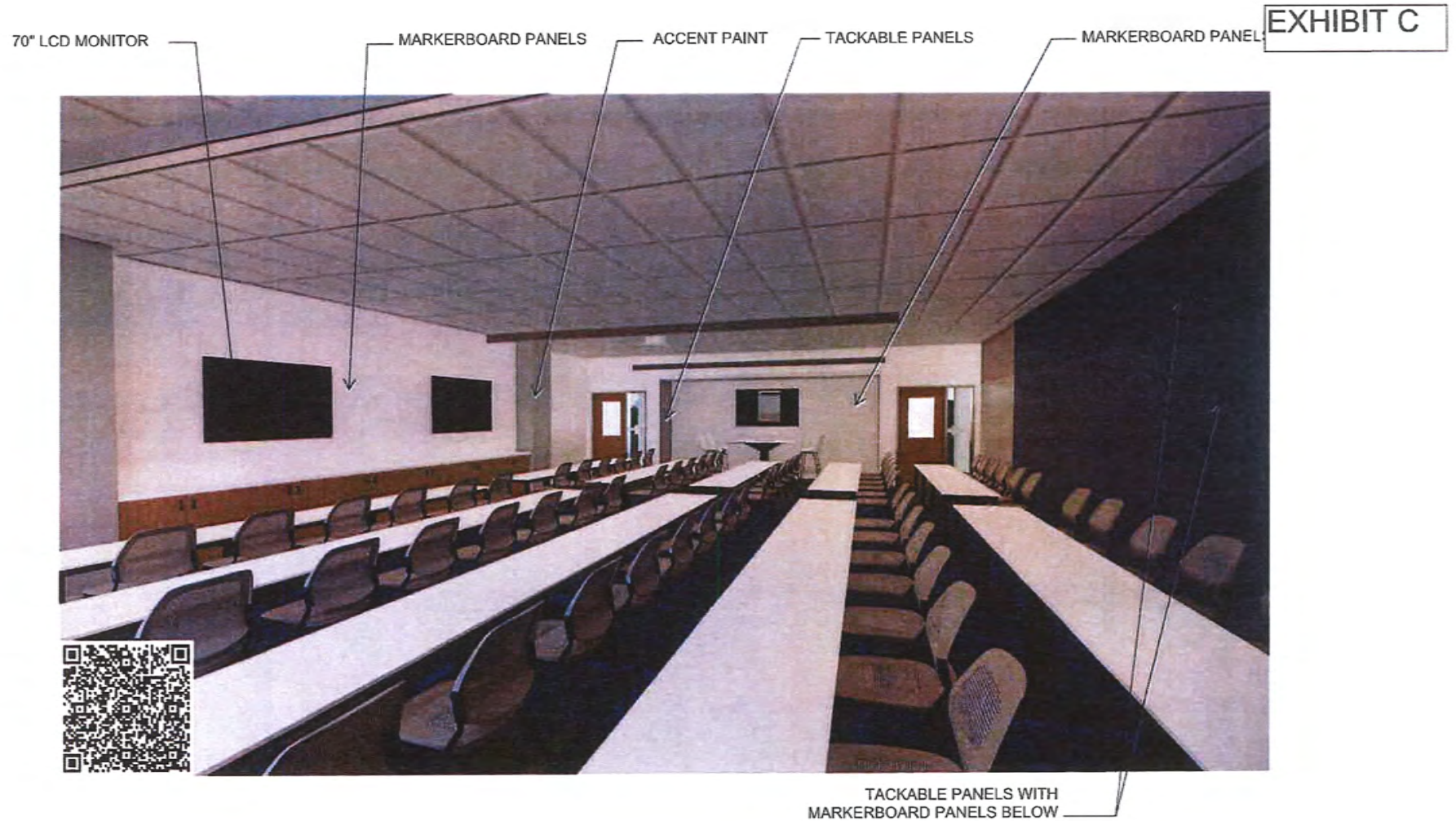
Architects rendering of first floor spaces allocated to FUSD

Exhibit “B”

FUSD payment obligations to SCCCD for the use license of the FCC Science Building

1. Design and soft costs – 13%, not to exceed \$650,000, payable to SCCCD within 60 days of execution of the MOU
2. Construction – 80%, not to exceed \$4,000,000, payable to SCCCD as follows: \$1 Million at the start of construction; \$2.5 Million at 50% of construction; and \$500,000 at completion of project final punch list. Each progress payment will be made within 60 days of FUSD receipt of invoice from SCCCD.
3. Furnishings – 7%, not to exceed \$350,000.00, unless required by FUSD in which case FUSD will pay the excess over \$350,000.00. SCCCD shall procure and provide furnishings for the four classrooms licensed by FUSD. Classroom and office space furnishings to be approved by FUSD. Furnishings include those shown on Exhibit “C” for classrooms and those shown on Exhibit “D” for offices. The classroom furnishings will meet the FCC campus and/or building standards. SCCCD shall procure and provide furnishings for the FUSD administration suite in the new FCC Science building that meets the campus and building standards. SCCCD will include FUSD staff in the selection process for the furnishings of the FUSD spaces. FUSD approval is required prior to final procurement of FUSD classrooms and administration suite furnishings. Upon installation of furniture FUSD shall pay \$350,000.00 to SCCCD. Furnishing required for FUSD classrooms or FUSD offices in excess of \$350,000.00 will be paid for by FUSD.
4. Future Interior Maintenance – FUSD shall be responsible for scheduled maintenance costs associated with carpet, paint, ceiling tiles, furnishings, and other cosmetic features within the FUSD licensed space, as shown in Exhibit A, that are required during the term of this MOU. For building systems, FUSD will contribute to scheduled maintenance costs as a factor of square footage, in terms of the ratio of building space that the system serves. FUSD will not be responsible for costs associated with scheduled maintenance for any portion of the Science building without prior notification from SCCCD to FUSD. Exterior improvements and maintenance around the Science building are the responsibility of SCCCD.

Exhibit “C”



TYPICAL CLASSROOM - WITH FURNITURE
FCC SCIENCE BUILDING

EXHIBIT C

70" LCD MONITOR

MARKERBOARD PANELS

ACCENT PAINT

TACKABLE PANELS

MARKERBOARD PANEL

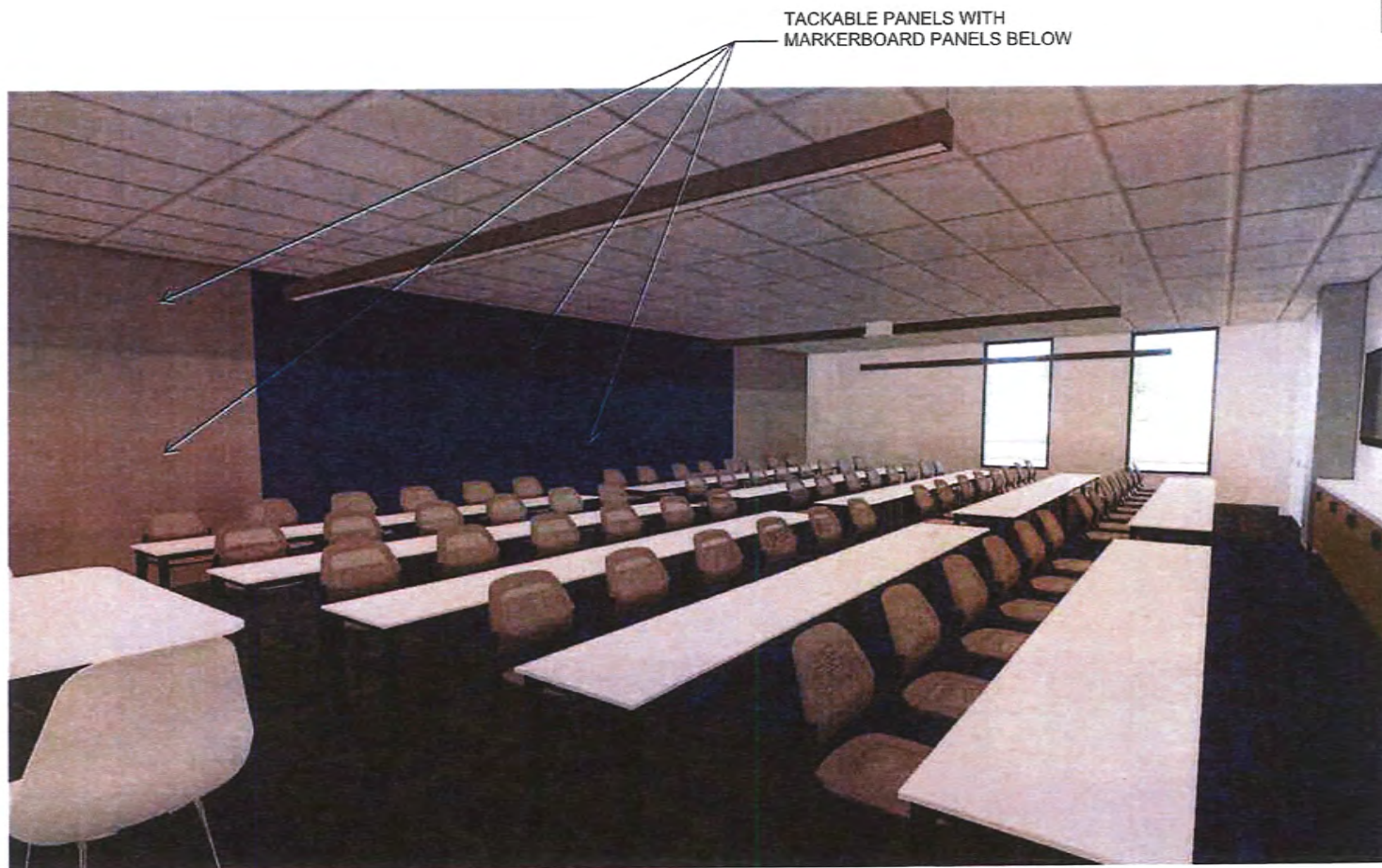


TACKABLE PANELS WITH
MARKERBOARD PANELS BELOW

TYPICAL CLASSROOM - NO FURNITURE
FCC SCIENCE BUILDING

LIONAKIS

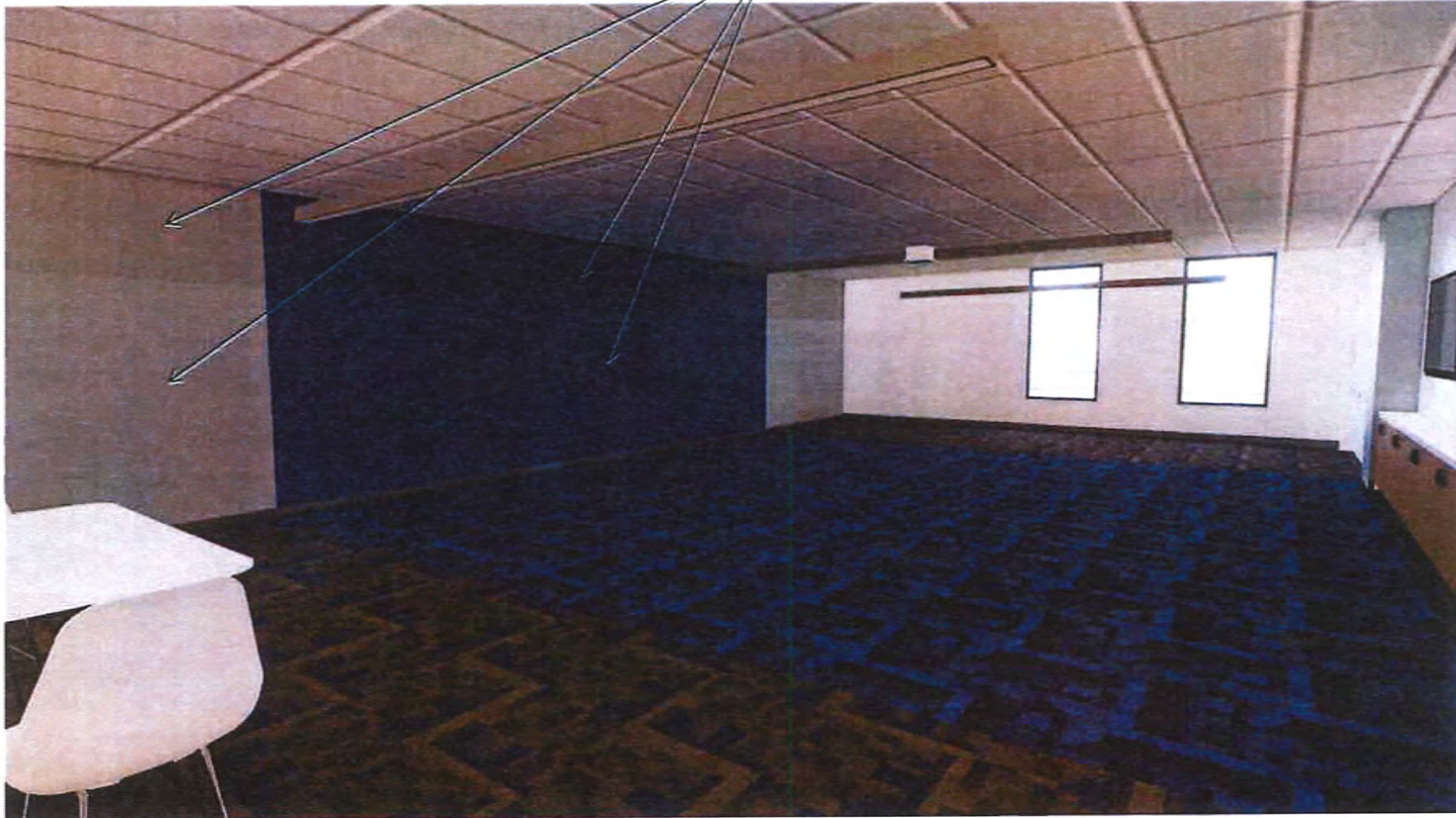
EXHIBIT C



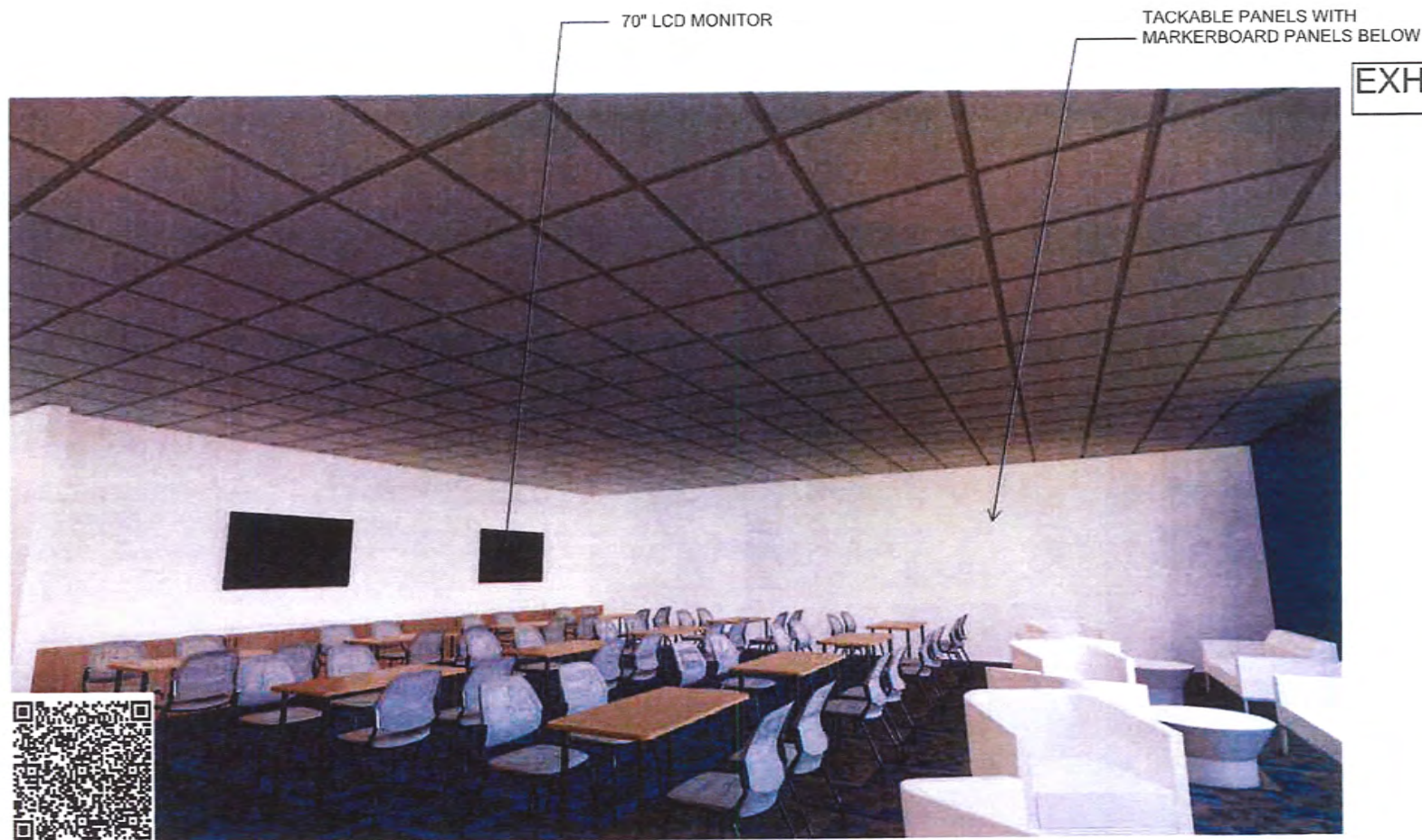
TYPICAL CLASSROOM - WITH FURNITURE
FCC SCIENCE BUILDING

EXHIBIT C

TACKABLE PANELS WITH
MARKERBOARD PANELS BELOW



TYPICAL CLASSROOM - NO FURNITURE
FCC SCIENCE BUILDING



TUTORING CLASSROOM
FCC SCIENCE BUILDING

ACCENT PAINT

TACKABLE PANELS

MARKERBOARD PANELS

EXHIBIT C

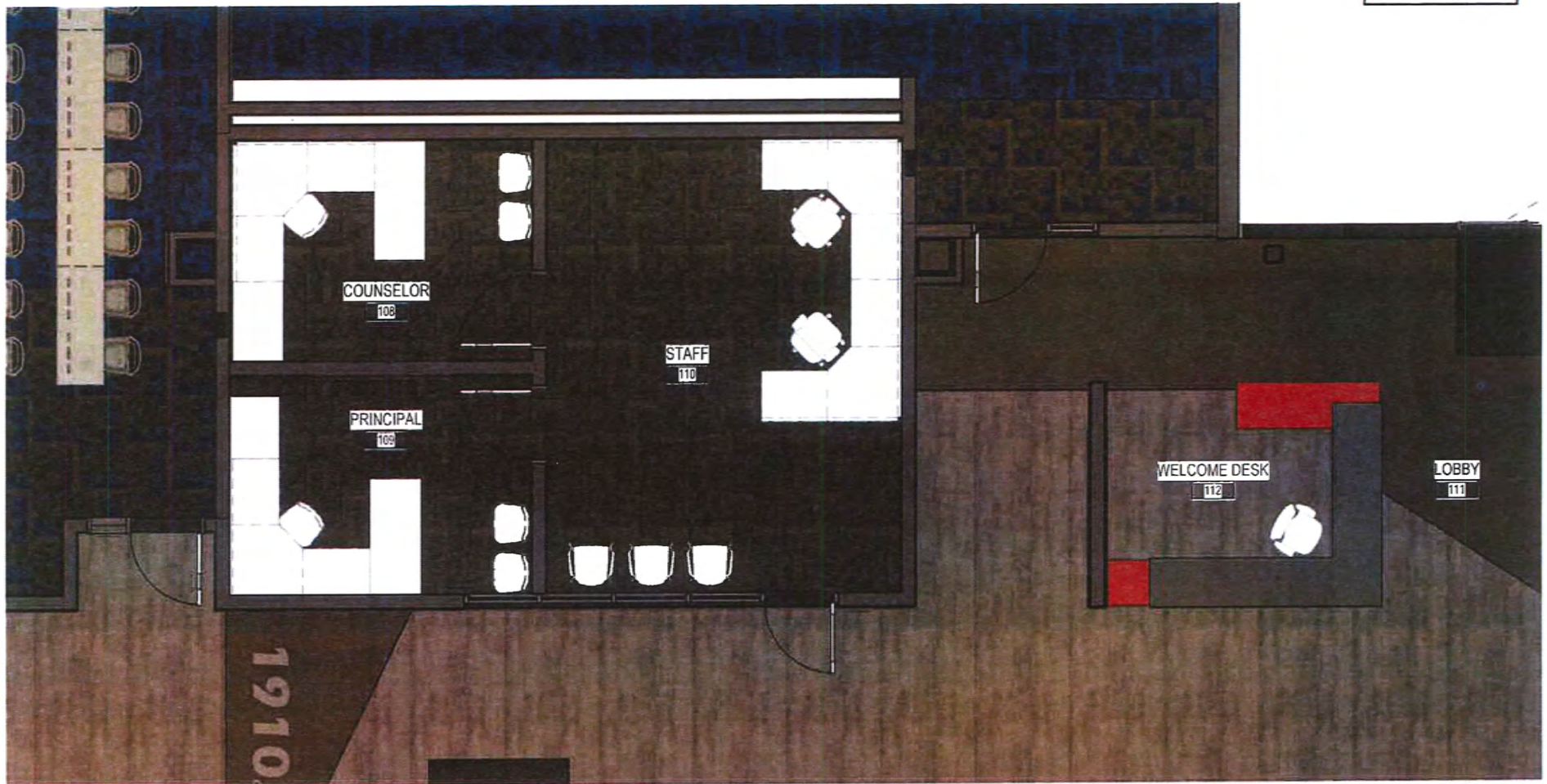


TUTORING CLASSROOM
FCC SCIENCE BUILDING

LIONAKIS

Exhibit “D”

Exhibit D



FUSD OFFICES - FLOOR PLAN
FCC SCIENCE BUILDING DECEMBER 10, 2021

Exhibit D



VIEW FROM CORRIDOR

FCC SCIENCE BUILDING DECEMBER 10, 2021

LIONÄKIS

Exhibit D



VIEW FROM LOBBY AREA

FCC SCIENCE BUILDING DECEMBER 10, 2021

LIONÄKIS

Exhibit D



FUSD STAFF OFFICE

FCC SCIENCE BUILDING DECEMBER 10, 2021

QR CODE FOR
360 VIEW



LIONÄKIS

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 09, 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 Renewal Agreement with Marsh & McLennan Agency

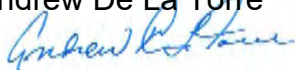
ITEM DESCRIPTION: Included in the Board binders is a renewal service agreement with Marsh & McLennan Agency for the provision of insurance consulting and brokerage services.

This agreement provides for ongoing insurance consulting and brokerage services related to the placement of the district's various insurance requirements for general liability, excess liability, property, physical auto damage, cyber liability, and designated lessees. In addition, the agreement provides for consulting services in support of the Liability and Workers' Compensation Internal Services Funds to include claims review meetings, responding to miscellaneous risk management inquiries, coordinating safety/loss control activities of insurance carriers, providing loss prevention and risk control services, review and analysis of workers' compensation and general liability loss runs, and conduct pre-renewal strategy meetings for all insurance coverages while maintaining first class marketing expertise and insurance carrier relationships to enhance the ability to obtain competitive and quality insurance products.

The agreement is for a 12-month period, effective April 01, 2022 through March 31, 2023 with a monthly fee of \$14,000, which remains unchanged from the current agreement.

FINANCIAL SUMMARY: Sufficient funds of \$168,000 are available in the district's Liability and Workers' Compensation Internal Service Funds.

PREPARED BY: Andrew De La Torre
Executive Director

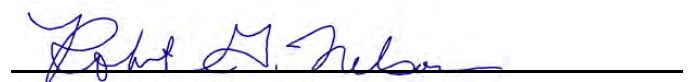


DIVISION: Business and Financial Services
PHONE NUMBER: (559) 457-6226

CABINET APPROVAL: Santino Danisi
Chief Financial Officer



SUPERINTENDENT APPROVAL:





Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Marsh & McLennan Agency

9171 Town Centre Dr. Suite 100, San Diego, CA 92122

Vendor Name

(858) 587-7400

Address

Giovanni Pacheco

Phone Number

Vendor Contact

From: April 1, 2022

Through: March 31, 2023

Term (Duration)

FUSD Contract Administrator:

Andrew DeLaTorre

Benefits & Risk Management

457-3596

Name

Site/ Dept

Telephone number

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

680-0851-0880-0000-6000-5899&690-0861-0880-0000-6000-5899

Annual Cost \$ 168,000.00

Please choose an option

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

Yes ☐

No ☒

Scope of Work Summary:

provides for ongoing insurance consulting and brokerage services related to the placement of the District's various insurance requirements for general liability, excess liability, property, physical auto damage, cyber liability and designated lessees.

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

03/09/22

Agenda Item #

(Contracts of \$15,000.00 or more)

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

[Signature]
Signed

02/16/2022

Date

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

[Signature]
Signed

2/14/2022

Date

Please return signed contract to:

Mai Moua

Benefits & Risk Management 457-3645

Name

Department

AMENDMENT NO. 2 TO CLIENT SERVICES FEE AGREEMENT

This **AMENDMENT NO. 2** ("Amendment No. 2") hereby amends effective as of April 1, 2022, the Client Services Fee Agreement dated April 1, 2020 and executed on May 7, 2020 (the "Agreement"), and Amendment No. 1 thereto effective April 1, 2021 ("Amendment No. 1") by and between Fresno Unified School District ("Client") and Marsh & McLennan Agency LLC ("Broker"). Client and Broker may be referenced in this Amendment No. 2 individually as a "Party", and together as the "Parties").

WHEREAS, the Agreement includes sections titled Fee and Fee Payment which outline the terms of compensation agreed to between the Parties;

WHEREAS, the Parties now desire to amend the Fee and Fee Payment sections of the Agreement in accordance with the terms of this Amendment. ;

NOW THEREFORE, in consideration of the foregoing premises and for other goods and valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. The Term section of the Agreement shall be revised to reflect the following: The Agreement shall be revised to reflect an additional one- year extension, effective April 1, 2022 through March 31,2023 (the " Third Term")
2. The Fee Payment section 6 of the Agreement shall be revised to reflect the following:

Client agrees to pay Broker a fee of \$168,000 ("Fee") in 12 equal installments of (\$14,000) to be paid monthly with the first installment due and payable on or before April 30, 2022.

Except as modified by this Amendment No. 2, Client and Broker agree that the terms and conditions set forth in the Agreement shall remain in full force and effect and shall govern, control and contain the entire understanding between Client and Broker with respect to the subject matter thereto and hereto. Capitalized terms used herein but not defined shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the Parties have caused this agreement to be signed in their behalf by their duly authorized representatives.

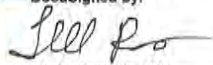
Fresno Unified School District

By: _____

Print Name: Santino Danisi, Chief Financial Officer

Date: _____

Marsh & McLennan Agency LLC

DocuSigned by:
By: 
CADACB3A86084AT

Print Name: Trindl Reeves

Date: 2/14/2022 | 11:59 CST

APPROVED AS TO FORM


Andrew De La Torre, Executive Director
Benefits & Risk Management

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 09, 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 Award of Bid 22-11, Sub-Rings for Wide Area Network Services

ITEM DESCRIPTION: Included in the Board binders is information on Bid 22-11, to establish fixed lease pricing for logical sub-rings within the wide area network connecting 39 school sites to the central ring, the Fresno Unified Ed Center, and the internet. This is the third and final phase to establish a fiber network across the District. The bid includes a 5-year term service agreement, with up to three 5-year extensions with subsequent reduced cost, and addresses liquidated damages and performance provisions.

The request for bids was lawfully advertised on November 03, 2021 and November 10, 2021 and also posted on the Universal Service Administrative Company (USAC) website on November 03, 2021 per Federal Communication Commission rules. Bids were opened on December 03, 2021. Staff recommends award of a 5-year contract to the lowest responsive, responsible bidder:

CVIN, LLC. dba Vast Networks (Fresno, California) \$ 5,101,560

The cost to the District is \$102,031 per year after Federal E-Rate Program Discount.

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

FINANCIAL SUMMARY: Sufficient funds in the amount of \$510,156 are available in the Technology Services Department E-Rate fund and \$4,591,404 will be provided through the Federal E-Rate Program.

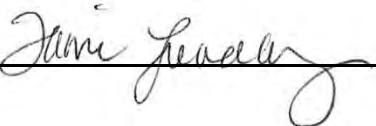
PREPARED BY: Philip Neufeld,
Executive Officer and Ann Loorz,
Executive Director, Purchasing

DIVISION: Information Technology

PHONE NUMBER: (559) 457-3560

CABINET APPROVAL: Tami Lundberg,
Chief Technology Officer

SUPERINTENDENT APPROVAL:





FRESNO UNIFIED SCHOOL DISTRICT
BID TABULATION
BID NO. 22-11, SUB-RINGS FOR WIDE AREA NETWORK SERVICES

Bid Opening Date: December 3, 2021 prior to 3:01 P.M.

Buyer: Edward Van Patten

CONTRACTOR	CITY	BASE BID 1 DARK FIBER LEASE		BASE BID 2 LIT FIBER LEASE		TOTAL BID AMOUNT DARK FIBER	TOTAL BID AMOUNT LIT FIBER	RECOMMENDED AWARD AMOUNT
		Years (1-5)	Years (6-20)	Years (1-5)	Years (6-20)			
CVIN, LLC. dba Vast Networks	Fresno	\$5,101,560.00	\$11,708,080.20	\$0	\$0	\$16,809,640.20	\$0	\$5,101,560.00

Low bid determined by 20 year total price of either dark fiber or lit fiber.

Staff recommends award of dark fiber (years 1-5) for \$5,101,560 to CVIN, LLC dba Vast Networks the lowest responsive, responsible bidder.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 09, 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 Award of Request for Proposal 22-12, Network Equipment and Professional Services for Internal Connections

ITEM DESCRIPTION: Included in the Board binders is information on Request for Proposal (RFP) 22-12, to replace and/or upgrade network equipment across school sites and facilities. Request for Proposal (RFP) 22-12 allows for purchase of equipment to keep the network current like network switches, fiber modules, wireless access points, and uninterruptible power supplies. The RFP also allows for purchase of services to assist with design, engineering, and configuration of the firewall server cluster. The RFP process allows for multiple factors to be considered in addition to price, to identify the best value vendor for the district. These costs are part of the annual budgeted refresh of equipment across the district to keep systems current and performing well in support of learning environments for students, teachers and staff.

The RFP was lawfully advertised on November 03, 2021 and November 10, 2021 and posted on the Universal Service Administrative Company (USAC) website on November 03, 2021 per Federal Communication Commission rules. Proposals were opened on December 17, 2021. Notifications were sent to 73 vendors, and the district received three responses. Based on extensive review, staff recommends award to the most responsible and responsive proposer:

Development Group, Inc., (Redding, CA) \$4,452,909

The tabulation is attached, and RFP specifications and responses are available for review in the Purchasing Department

FINANCIAL SUMMARY: E-Rate eligible equipment is expected to be \$4,452,909. The district's portion at 15% should be \$667,936 and will be covered through the Information Technology Department E-Rate Fund and \$3,784,973 should be provided through the Federal E-Rate Program.

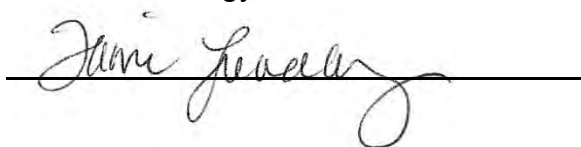
PREPARED BY: Philip Neufeld,
Executive Officer and Ann Loorz,
Executive Director, Purchasing

DIVISION: Information Technology

PHONE NUMBER: (559) 457-3560

CABINET APPROVAL: Tami Lundberg,
Chief Technology Officer

SUPERINTENDENT APPROVAL:



FRESNO UNIFIED SCHOOL DISTRICT
E-RATE BID ASSESSMENT WORKSHEET
RFP 22-12, NETWORK EQUIPMENT AND PROFESSIONAL SERVICES FOR INTERNAL CONNECTIONS

Proposals Due: December 17, 2021 prior to 3:01pm

Buyer: Edward Van Patten

No.	Evaluation Factor	Total Points Available	Development Group, Inc.	Netsync Network Solutions, Inc.	GigaKom
1	Cost of eligible goods and services	50	23.0	15.5	50.0
2	Total cost of ownership to District	30	30.0	30.0	0.0
3	Demonstrated ability to meet single order requirement	10	10.0	10.0	0.0
4	Industry standing of vendor, experience, references	5	5.0	5.0	4.0
5	Financial stability of vendor and OEM	5	5.0	5.0	5.0
Total Points <u>100</u>			73.0	65.5	59.0

Award will be to the most responsible and responsive Proposer whose proposal is most advantageous to the District with price being the primary factor and other evaluation criteria considered.

Staff recommends award of \$4,452,909 to Development Group, Inc., the best value, responsive, responsible proposer.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 09, 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 Use of Individual Piggyback Contracts

ITEM DESCRIPTION: Included in the Board binders is information regarding four piggyback contracts recommended for use during 2021/22 for efficient and cost-effective procurement in addition to piggyback contracts previously approved by the Board, to allow for expedited purchases related to student classroom materials, the district's LTE network, and district safety communication equipment.

Use of piggyback contracts is allowed under Public Contract Codes 10299 and 20118 and is a procurement 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 favorable pricing and/or provide options and flexibility. Approval does not commit the district to purchases or require that any specific contract be utilized. Use of piggybacks allows the district to expedite supplies/materials to meet specific needs quickly or to utilize a different contract if a vendor from an existing contract cannot provide services in a timely manner. All purchases associated with piggyback contracts are presented to the Board for ratification on monthly purchase order reports. The complete contracts are available for review in the Purchasing Department.

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

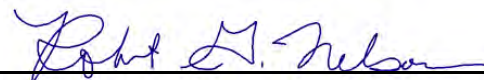
PREPARED BY: Ann Loorz,
Executive Director, Purchasing

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

CABINET APPROVAL: Karin Temple,
Chief Operating Officer

SUPERINTENDENT APPROVAL:





PIGGYBACK BACKUP SUPPLEMENTAL LIST
March 09, 2022 BOARD MEETING

Piggyback Contract		Supplier and Primary Location	Estimated Annual \$	Purpose of Piggyback	Additional Information (pricing structure, examples of items purchasing)
1.	OMNIA Partners Region 4 Education Service Center Contract R190501 Educational School Supplies	Lakeshore Learning Materials Carson, AZ	\$1,000,000	Allows purchase of the entire catalog of Arts and Crafts, Manipulatives, Classroom Supplies and Materials, Games, Puzzles, Sensory Materials, and Furniture	6% discount off list price. Replaces SDUSD contract # GD19-0545-03 which has expired.
2.	California Department of General Services (DGS) California Multiple Award Schedule Contract 3-21-06-1069 Cloud Data Management and Enterprise Backup Software	Development Group Inc. Redding, CA	\$250,000	Allows purchase of equipment and software as well as ongoing maintenance subscription and support for Rubrik data protection and backup equipment and services.	Discount off list price. New piggyback for purchase of Rubrik data protection and backup equipment and services.
3.	Houston-Galveston Area Council Cooperative Purchasing Program Contract RA05-21 Radio Communications/Emergency Response Equipment	Nokia of America Corporation Dallas, TX	\$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. New piggyback for purchase of Nokia equipment to continue build out of District LTE network.
4.	NASPO ValuePoint State of Washington Contract 00318 Public Safety Communications Products, Services, and Solutions	JVCKenwood USA Corporation Long Beach, CA	\$150,000	Allows purchase of public safety equipment including our District standard Kenwood radios used at all school site and safety office. Contract allows purchase through our local reseller Vincent Communications.	Discount off list price. Replaces contract 06913 which has expired.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 09, 2022

AGENDA ITEM A-13

AGENDA SECTION: A

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

ACTION REQUESTED: Deny

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

TITLE AND SUBJECT: Deny Claim GL21-0907-6548

ITEM DESCRIPTION: Included in the Board binders is a Claim for Damages by Dominick Bererducci, case GL21-0907-6548. 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

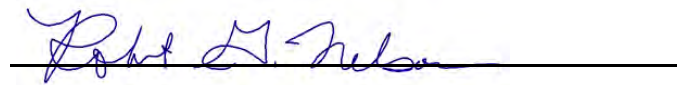


DIVISION: Business and Financial Services
PHONE NUMBER: (559) 457-6226

CABINET APPROVAL: Santino Danisi
Chief Financial Officer



SUPERINTENDENT APPROVAL:



Benjamin Tryk, Esq. (253299)
TRYK LAW, P.C.
ATRIUM OFFICE PLAZA
1111 East Herndon Avenue, Suite 310
Fresno, California 93720
Telephone: (559) 840-3240
Facsimile: (888) 528-5570
Email: ben@tryklaw.com

Attorneys for Claimant, DOMINICK BERARDUCCI

CLAIM FOR DAMAGES

FRESNO UNIFIED SCHOOL DISTRICT

DOMINICK BERARDUCCI,)
)
Claimant,)
)
VS.)
)
FRESNO UNIFIED SCHOOL DISTRICT,)
OLIVER, THOMAS & PIERCE INVESTIGATIONS)
DOES 1 to 50, inclusive,)
)
Respondents.)
)
)

CLAIM FOR DAMAGES AGAINST
FRESNO UNIFIED SCHOOL DISTRICT

TO THE FRESNO UNIFIED SCHOOL DISTRICT:

Claimant hereby submits the following government claim for damages pursuant to
Government Code Section(s) 910 et sequitur:

(a) **THE NAME AND POSTAL ADDRESS OF THE CLAIMANT:**

Dominick Berarducci
9780 North Rowell Avenue
Fresno, California 93720

(b) **ADDRESS TO WHICH CLAIMANT REQUIRES NOTICES TO BE SENT**

Benjamin Tryk, Esq.
TRYK LAW, P.C.
ATRIUM OFFICE PLAZA
1111 East Herndon Avenue, Suite 310
Fresno, California 93720
Telephone: (559) 840-3240

(c) **DATE, PLACE AND OTHER CIRCUMSTANCES OF THE OCCURRENCE WHICH GIVES RISE TO THIS CLAIM.**

Claimant Dominick Berarducci has claims for defamation per se and intentional interference with the claimant's contractual relations regarding an investigation report dated September 7, 2021, authored by Brian Christensen of FUSD on September 7, 2021. At FUSD's direction, Oliver, Thomas & Pierce Investigations conducted the investigation regarding FUSD employee Jason Duke. The report accuses Jason Duke and Dominick Berarducci of having a conflict of interest due to their alleged relationship. At no time did the investigator contact Mr. Berarducci regarding the alleged conflict of interest and/or his investigation. Mr. Berarducci's character has been defamed due to the investigation and report published by FUSD. Following the discovery of said report, Berarducci reached out to FUSD to determine why FUSD would publish such information without actually speaking to him. These attempts to contact FUSD for an explanation were unanswered.

(d) **DESCRIPTION OF THE INDEBTEDNESS, OBLIGATION, INJURY, DAMAGE, OR LOSS INCURRED TO THE EXTENT IT MAY BE KNOWN AT THE PRESENTATION OF THIS CLAIM.**

The specific amount of Claimant's damages are unknown at this time. However, his damages include, but are not limited to all economic and non-economic damages in an amount unknown at this time but to be shown according to proof at a later time.

(e) **NAME OR NAMES OF THE PUBLIC EMPLOYEE(S) CAUSING THE INJURY, DAMAGE OR LOSS, IF KNOWN.**

Fresno Unified School District and Brian Christensen, Administrator HR/LR.

(f) **THE AMOUNT OF DAMAGES CLAIMED AS OF THE DATE OF THE PRESENTATION OF THIS CLAIM IF IT TOTALS LESS THAN TEN THOUSAND DOLLARS (\$10,000.00) AND THE BASIS OF THE AMOUNT OF ANY SUCH CLAIM. IF THE AMOUNT CLAIMED EXCEEDS TEN THOUSAND DOLLARS (\$10,000.00), NO DOLLAR AMOUNT SHALL BE STATED HEREIN. HOWEVER, IT SHALL BE STATED WHETHER THE CLAIM WOULD BE A LIMITED CIVIL CASE.**

DOMINICK BERARDUCCI is seeking the following relief for the injuries and damages arising from this claim:

1. For general or non-economic damages;
2. For defamation of character according to proof;
3. For intentional interference with contractual relations.
4. For pre-judgment interest;
5. For cost of suit herein, and
6. Such other and further relief as the court may deem proper.

///

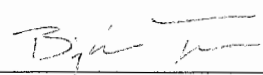
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1 This is **NOT** a limited civil case as the claimant's damages exceed the amount of
2 TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00).

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DATE: February 3, 2022

TRYK LAW, P.C.

By: 
Benjamin Tryk, Esq.
Attorney for Claimant,
DOMINICK BERARDUCCI

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 09, 2022

AGENDA ITEM A-14

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify an Addendum with PresenceLearning, Inc.

ITEM DESCRIPTION: Included in the Board binders is a request to approve ratification of an addendum with PresenceLearning Inc. in the amount of \$1,188,450. PresenceLearning, Inc. agrees to provide an additional 12 Full-Time Equivalent (FTE) Speech and Language Pathologists (SLPs) to provide Individual Education Plan Services. Each SLP will provide 180 eight-hour days, at a rate of \$77.25 per hour.

PresenceLearning, Inc. currently has an approved independent contractor services agreement with Fresno Unified School District in the amount of \$2,248,000 executed on June 16, 2021. The agreement is allocated for 20 SLP services. Including this addendum, a total of 32 FTE SLPs are allocated to provide services to Fresno Unified School District students.

Funding is available for this addendum through the reduction of approved contracts for speech and language services.

The term of this addendum began January 29, 2022 and will end on June 30, 2022


FINANCIAL SUMMARY: Sufficient funds of 1,188,450 are available in the Special Education budget.

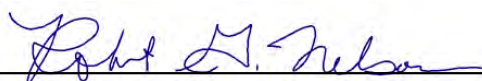
PREPARED BY: Dr Tangee Pinheiro,
Instructional Superintendent

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

CABINET APPROVAL: Kim Mecum,
Chief Academic Officer

SUPERINTENDENT APPROVAL:


P Kim mecum (Feb 17, 2022 16:39 PST)





Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

PresenceLearning

180 Montgomery St., Suite 1850, San Francisco, CA 94104

Vendor Name

Address

(404) 353-4537

Sarah Finney

Phone Number

Vendor Contact

From: January 29, 2022

Through: June 30, 2022

Term (Duration)

FUSD Contract Administrator:

Special Education

457-3220

Kate Alvarado, Program Manager

Name

Site/ Dept

Telephone number

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

060-6500-0785-5750-3150-5110 & 060-6500-0782-5770-6150-5110

Annual Cost \$ 1,188,450.00

(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:

PresenceLearning, Inc. agrees to recruit an additional 12 FTEs of SLP services (each FTE at 180 eight-hours per day at a rate of \$77.25 per hour).

This addendum is attached to the current, approved contract approved by the board June 16, 2021, B-44.

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

3/9/22

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

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


Signed

2/22/22
Date

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


Signed

2/22/22
Date

Please return signed contract to:
Kimberley Rodrigues

Name

Special Education Department

Department



Date: January 29, 2022

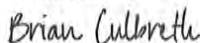
To: Fresno Unified School District, CA

This is an Addendum of the Master Service Contract, dated July 1, 2021 by and between Fresno Unified School District and PresenceLearning, Inc. This amendment is entered as of January 29, 2022. Except as set forth below, the Contract shall remain unmodified and in full force and effect. The below information summarizes the revised Service Levels and Terms of the Contract as they apply to the 2021-22 school year.

Contract Term: An additional 12 FTEs of SLP services

Description: PresenceLearning agrees to recruit an additional 12 FTEs of SLP services (each FTE at 180 eight- hour days at a rate of \$77.25 an hour).

<u>Contract Amount:</u> Current contract amount	\$2,248, 000
Increased contract amount	<u>\$1,188,45</u>
Not to exceed amount	\$3,436,450.80

DocuSigned by:

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Brian Culbreth

CRO

2022-02-03

DocuSigned by:

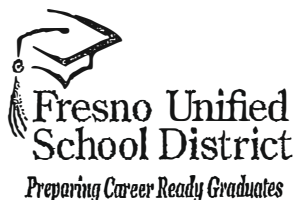
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Anthony Pane

CFO

2022-02-03

Santino Danisi
Chief Financial Officer

 2/22/22
Andrew De La Torre
Executive Director



Fresno Unified School District

Contract Routing Form

Completed independent contract agreement must be attached

<u>PresenceLearning, Inc.</u>		<u>180 Montgomery St. Suite 1850 San Francisco, CA 94104</u>	
Vendor Name		Address	<u>Sarah Finney</u>
<u>(404) 353-4537</u>		Sarah Finley	
Phone Number		Vendor Contact	
From:	<u>July 1, 2021</u>	Through:	<u>June 30, 2022</u>
Term (Duration)			
FUSD Contract Administrator:		Special Education	<u>(559) 457-3220</u>
<u>Kate Alvarado, Program Manager III</u>		Site/ Dept	Telephone number
Name		<u>060-6500-0782-5750-3150-5110</u>	<u>060-6500-0782-5770-3150-5110</u>
Budget (Fund-Unit-Dept.-Activity-Object)			
Annual Cost	<u>2248000</u>	(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.

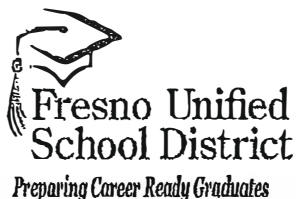
Yes ☒

No ☐

Scope of Work Summary:

Provide Online Speech & Language Therapy services to include direct, collaborative and compensatory services, reports, goal development, service documentation in district system, supervision of SLPA and attendance at IEP team meetings. Vendor will not solicit services directly. Special Education staff will be solely responsible for referring parents/students to vendor. \$77.25 an hour for up to 20 SLPs for a total of 180 eight hour days each. SLPs are to work within the 8 hour day.

Date Item is to appear on Board of Education Agenda:	<u>06/16/21</u>	Agenda Item #	<u>4-27-21</u>	(Contracts of \$15,000.00 or more)
Reviewed & approved by Cabinet Level Officer:	 <u>Signed</u> <u>5-27-21</u> <u>Date</u>			
Reviewed & approved by Executive Director, Risk Management:	 <u>Signed</u> <u>5/5/2021</u> <u>Date</u>			
Please return signed contract to:	Special Education			
<u>Shoushan Krikorian</u>	<u>Department</u>			
Name				



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

Special Education

School/Department Budget: 060-6500-0782-5750-3150-5110 060-6500-0782-5770-3150-5110

District Contact Person: Kate Alvarado, Program Manager III

Budget Manager Approval: _____

Contractor's Vendor Name: PresenceLearning, Inc.

Contractor's Contact Person: Sarah Finley

Contractor's Title: Director/Customer Success, West

Contractor's Telephone
Number: (404) 353-4537

Contractor's E-mail: sarah@presencelearning.com

Contractor's Address: 180 Montgomery St. Suite 1850 San Francisco, CA 94104

Contractor's Taxpayer ID# or
SSN#: 27-44 78654

This Independent Contractor Services Agreement is made and entered into effective 07/01/21 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor") PresenceLearning, Inc.

1. Contractor Services. Contractor agrees to provide _____

Online Speech & Language Therapy services to include direct, collaborative and compensatory services, reports, goal development, service documentation in district system, supervision of SLPA and attendance at IEP team meetings. Vendor will not solicit services directly. Special Education staff will be solely responsible for referring parents/students to vendor. \$77.25 an hour for up to 20 SLPs for a total of 180 eight hour days each. SLPs are to work within the 8 hour day.

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

3. Term. This Agreement shall begin on 07/01/21, 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 77.25 per Contractor exceed 2248000. Checks will be made payable to PresenceLearning, Inc.. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

5. Incidental Expenses. ☐ Yes (See below) ☒ No, Vendor initial here AP

- a. Lodging 0.00 Actual cost of single occupancy. Not to exceed \$100 per night. *Receipt Required.
- b. Meals 0.00 Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. *Receipt Required.
- c. Travel 0.00 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d. Supplies 0.00 As negotiated with school/department contracting for service.
- e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): 2248000
- 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 AP

District's initials KA

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 Notwithstanding the foregoing, in compliance with NPA compliance process, Contractor may furnish any requested Confidential Information to the CDE or NPA without consent from District 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.

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 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 3) the willful misconduct of the Contractor or their respective agents, subcontractors, employees. The Contractor's Indemnification includes, but is not limited to, the payment of all damages and reasonable 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 AP District's initials KA 

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:

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

Contractor: PresenceLearning, Inc.

Name: Legal Department
legal@presencelearning.com

Address:

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

Jun 28, 2021

Date

CONTRACTOR

PresenceLearning, Inc.

DocuSigned by:



A6AF58EB2B55422...


Name: Anthony Pane

, Title: Chief Finance Office

2021-04-19

Date

Approved As To Form:



Andrew De La Torre, Executive Director
Benefits and Risk Management

5/5/2021

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 09, 2022

AGENDA ITEM 15

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify Change Orders for the Projects Listed Below

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

Bid 20-19, Fresno High School Career Technical Education (CTE) Building Construction, Change Order 9 includes but may not be limited to: remove concrete walk; paint added stair components; replace sewer line; add reinforcing steel; install sealant in concrete floor joints; install supervision mirrors; add rubber stair treads; and add 81 days to contract duration.

Original Contract Amount:	\$ 7,814,000
Change Order(s) previously ratified:	\$ 505,162
Change Order 9 presented for ratification:	\$ 62,850
New Purchase Order Amount:	\$ 8,382,012

Bid 21-11, Edison High School Gymnasium Addition, Change Order 7 includes but may not be limited to: additional exhaust fan and air handler ductwork; remove additional roofing on existing gym; and install hot water system at snack bar.

Original Contract Amount:	\$ 9,963,000
Change Order(s) previously ratified:	\$ 376,462
Change Order 7 presented for ratification:	\$ 85,936
New Purchase Order Amount:	\$ 10,425,398

Bid 21-35, Jackson Elementary School Multipurpose Building Reconstruction, Multipurpose Room Building, Change Order 2 includes but may not be limited to: change exterior door hinges; relocate drive gate north of building; add structural channels and wood cap to stage stair wall; and add sheet metal roof curb.

Original Contract Amount:	\$ 3,203,500
Original Contract Amount (MPR):	\$ 3,123,500
Change Order(s) previously ratified (MPR):	\$ 3,877
Change Order 2 presented for ratification (MPR):	\$ 11,483
New Purchase Order Amount (MPR):	\$ 3,138,860

Original Contract Amount (Shade Structure):	\$	80,000
Change Order(s) previously ratified (Shade Structure):	\$	7,595
New Purchase Order Amount (Shade Structure):	\$	87,595

Bid 21-46 Sections A, B, C, E, and F, Asphalt Pavement Rehabilitation at Various Sites, Change Order 1 includes but may not be limited to: clean up tree removal and revisions to concrete improvements; install catch basin, additional valley gutter and concrete at planter benches; remove existing and install new curb and gutter; replace deteriorated play court; remove and replace saturated subgrade; and add 140 days to contract duration.

Original Contract Amount (Sections A, B, C, E, and F):	\$	2,132,714
Change Order(s) previously ratified:	\$	0
Change Order 1 (Sections A, B, C, E, and F) presented for ratification:	\$	126,302
New Purchase Order Amount:	\$	2,259,016

Bid 21-46 Sections D and G, Asphalt Pavement Rehabilitation at Various Sites, Change Order 1 includes but may not be limited to: add 140 days to contract duration.

Original Contract Amount (Sections D and G):	\$	791,000
Change Order(s) previously ratified:	\$	0
Change Order 1 (Sections D and G) presented for ratification:	\$	0
New Purchase Order Amount:	\$	791,000

Bid 21-48 Section B, Playground Equipment Replacement at Webster and Winchell Elementary Schools, Change Order 1 includes but may not be limited to: tree and stump removal; and add 110 days to contract duration.

Original Contract Amount:	\$	248,385
Change Order(s) previously ratified:	\$	0
Change Order 1 presented for ratification:	\$	2,148
New Purchase Order Amount:	\$	250,533

Bid 21-53, Kratt and Leavenworth Elementary Schools Modular Classroom Infrastructure Change Order 1 (Kratt) includes but may not be limited to: backfill drywell; add new conduits to library and administration office for alarm systems; revise drain inlets; add concrete slab and mow strip; revise door hardware; relocate storage containers; repair skirting and venting at existing portables; add cabling for energy management system; extend fencing and add gate; and add 110 days to contract duration.

Change Order 1 (Leavenworth) includes but may not be limited to: revise door hardware; adjust depth of irrigation piping; add sod turf in lieu of seed; repair skirting and venting at existing portables; add concrete slab and mow strip; add new conduits to Building D for alarm systems; raise existing manhole to new grade; add fencing; and add 110 days to contract duration.

Original Contract Amount:	\$	1,455,192
Original Purchase Order Amount (Kratt):	\$	723,096
Change Order(s) previously ratified (Kratt):	\$	0
Change Order 1 presented for ratification (Kratt):	\$	68,869
New Purchase Order Amount (Kratt):	\$	791,965

Original Purchase Order Amount (Leavenworth):	\$ 732,096
Change Order(s) previously ratified (Leavenworth):	\$ 0
Change Order 1 presented for ratification (Leavenworth):	\$ 75,364
New Purchase Order Amount (Leavenworth):	\$ 807,460

All requests for a change to the project are subject to multiple layers of review and evaluation, by both the project team (designer, contractor, DSA inspector, project manager) and district management. Final approval for modification to the contract, resulting in a change order, is by the district. Each item in a change order is the result of one of the following: district request; unknown, unforeseen, or hidden condition; designer error/omission; or regulatory requirement. Change order costs are tracked by item and responsibility identified. Change orders can also include credits to the district. A Project Financial Summary is attached to each change order in the backup material.

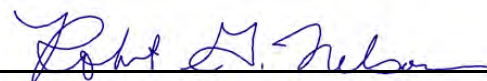
FINANCIAL SUMMARY: \$74,333 is available in the Measure X Fund for Bids 20-19 and 21-35; \$163,448 is available in the School Facilities Fund for Bids 21-11, 21-48B, and 21-53 (Leavenworth); \$126,302 is available in the Measure M Fund for Bid 21-46; and \$68,869 is available in the Developer Fee Fund for Bid 21-53 (Kratt).

PREPARED BY: Ann Loorz,
Executive Director, Purchasing

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

CABINET APPROVAL: Karin Temple,
Chief Operating Officer

SUPERINTENDENT APPROVAL:





CHANGE ORDER

PROJECT NAME:

Fresno High School CTE
1839 N. Echo Avenue
Fresno, CA 93704

CHANGE ORDER No. :**009**

DSA File No. :

10-H8

Application No. :

02-117712**CONTRACTOR :**

Davis Moreno Construction
4720 N. Blythe Avenue
Fresno, CA 93722

DESIGNER'S PROJECT No. :**17-74****FUSD BID/CONTRACT No. :****20-19****CONTRACTOR P.O. No. :****607376**

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	\$ 7,814,000.00
Net change by previously authorized Change Orders	\$ 505,161.04
The Contract Sum prior to this Change Order was	\$ 8,319,161.04
The Contract Sum will be adjusted by	\$ 62,849.73
The new Contract Sum, including this Change Order will be	\$ 8,382,010.77
The Contract Completion date prior to this Change Order was	9/28/2021
The Contract Time will be adjusted by	81 Calendar Days
The new Contract Completion date, including this Change Order is therefore	12/18/2022

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:

SIM-PBK.
7790 N. Palm Avenue
Fresno, CA 93711

ARCHITECT/ENGINEER:

Raleigh Sullivan
By: Raleigh Sullivan

Date: 1/10/2022**Accepted by:**

Davis Moreno Construction
4720 N. Blythe Avenue
Fresno, CA 93722

CONTRACTOR:

Stephen Davis
By: Stephen Davis

Date: 1/10/2022**Authorized by:**

Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722

OWNER:

Alex Belanger
By: Alex Belanger

Date: 1/19/2022

You are directed to make the following changes in this Contract:

Item 9-1

DESCRIPTION OF CHANGE:

Remove concrete walkway leading to utility yard.

REASON FOR CHANGE:

Grade change between new fire lane and adjacent walkway required removal and replacement of additional concrete.

CHANGE CATEGORY:

E&O

DOCUMENT REFERENCE:

CCR 028-R1 - Bulletin 12

Amount of this Change Order Item:

Increase \$ 2,732.57

Time adjustment by this Change Order Item:

Increase 0 Days

Item 9-2

DESCRIPTION OF CHANGE:

Provide painted sheet metal closure plates at main stairwell between stair and landing stringers and wall.

REASON FOR CHANGE:

Appropriate closure between stair structure and finished wall not included in contract documents.

CHANGE CATEGORY:

E&O.

DOCUMENT REFERENCE:

CCR 082 - Bulletin 52

Amount of this Change Order Item:

Increase \$ 7,816.16

Time adjustment by this Change Order Item:

Increase 16 Days

Item 9-3

DESCRIPTION OF CHANGE:

Provide labor and materials to remove and replace existing clay sewer line with new cast iron line and irrigation sleeve adjacent to southeast corner stairs.

REASON FOR CHANGE:

Existing lateral sewer line in conflict with new concrete stairs.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

CCR 085 - Bulletin 21

Amount of this Change Order Item:

Increase \$ 2,547.44

Time adjustment by this Change Order Item:

Increase 4 Days

Item 9-4**DESCRIPTION OF CHANGE:**

Add one concrete pole base with reinforcing steel and anchor bolts at relocated light pole adjacent to new fire lane.

REASON FOR CHANGE:

Mounting details required for light pole footing not shown on drawings.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

CCR 094 - RFI 226

Amount of this Change Order Item:

Increase \$ 3,091.97

Time adjustment by this Change Order Item:

Increase 0 Days

Item 9-5**DESCRIPTION OF CHANGE:**

At fire hydrant, post indicator valve, and fire department connections at north side of CTE Building.

REASON FOR CHANGE:

Grade changes and clarifications require two additional Pipe Bollards.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

CCR 095 - Bulletin 12

Amount of this Change Order Item:

Increase \$ 1,241.46

Time adjustment by this Change Order Item:

Increase 0 Days

Item 9-6**DESCRIPTION OF CHANGE:**

Provide and install sand bedding, rebar, and control joints. Create 6" "GAS LINE BELOW" letter stamps apply to concrete.

REASON FOR CHANGE:

Safety consideration for existing gas line with shallow depth below landing.

CHANGE CATEGORY:

Unforeseen

DOCUMENT REFERENCE:

CCR 096

Amount of this Change Order Item:

Increase \$ 2,107.82

Time adjustment by this Change Order Item:

Increase 20 Days

Item 9-7**DESCRIPTION OF CHANGE:**

Provide 1-20amp/120v receptacles inside of DVR enclosures and 1-20amp/120v dedicated circuit for intrusion panel in electrical room.

REASON FOR CHANGE:

New electrical equipment added to power DVR Enclosure and Intrusion System and align with District standards.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

CCR 097

Amount of this Change Order Item:

Increase \$ 1,783.29

Time adjustment by this Change Order Item:

Increase 0 Days

Item 9-8**DESCRIPTION OF CHANGE:**

Provide toe plate and hss girt for staircase one. Revise support angle upstands and guardrail height.

REASON FOR CHANGE:

Change in materials and dimensions required to align with compliance regulations.

CHANGE CATEGORY:

E&O.

DOCUMENT REFERENCE:

CCR 098 - RFI 055

Amount of this Change Order Item:

Increase \$ 3,484.80

Time adjustment by this Change Order Item:

Increase 20 Days

Item 9-9**DESCRIPTION OF CHANGE:**

Add steel piping, fittings, and flex hose from compressor to dust collector filter connection per manufacturer.

REASON FOR CHANGE:

Proper operation of dust collector's filter cleaning system requires air piping connection.

CHANGE CATEGORY:

E&O

DOCUMENT REFERENCE:

CCR 102 - RFI 228

Amount of this Change Order Item:

Increase \$ 1,221.72

Time adjustment by this Change Order Item:

Increase 0 Days

Item 9-10

DESCRIPTION OF CHANGE:

Provide six casework locks to tall storage cabinets in Room 208.

REASON FOR CHANGE:

Locks added to meet district standard for enhanced security.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

CCR 103 - Bulletin 57

Amount of this Change Order Item:

Increase \$ 1,008.70

Time adjustment by this Change Order Item:

Increase 0 Days

Item 9-11

DESCRIPTION OF CHANGE:

Add sikaflex sealant at concrete control joints at CTE Building Rooms #104 and #107.

REASON FOR CHANGE:

Caulking added to provide a complete and serviceable shop floor surface.

CHANGE CATEGORY:

E&O

DOCUMENT REFERENCE:

CCR 104 - RFI 229

Amount of this Change Order Item:

Increase \$ 11,818.18

Time adjustment by this Change Order Item:

Increase 21 Days

Item 9-12

DESCRIPTION OF CHANGE:

Remove partial height wall and angle iron supports from HVAC Shop 107.

REASON FOR CHANGE:

Change in Shop Room layout requested by district.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

CCR 105 - Bulletin 58

Amount of this Change Order Item:

Increase \$ 2,842.40

Time adjustment by this Change Order Item:

Increase 0 Days

Item 9-13

DESCRIPTION OF CHANGE:

Provide and install four 30" 160 degree viewing angle circular indoor convex mirrors to Construction Shop 204.

REASON FOR CHANGE:

Circular convex mirrors added to increase visibility around HVAC training units.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

CCR 106 - Bulletin 59

Amount of this Change Order Item:

Increase \$ 3,208.47

Time adjustment by this Change Order Item:

Increase 0 Days

Item 9-14

DESCRIPTION OF CHANGE:

Add concrete to existing housekeeping pad at bottom of dust collector unit at Construction Shop 204.

REASON FOR CHANGE:

Additional concrete padding installed to fully extract dust bin from unit.

CHANGE CATEGORY:

E&O.

DOCUMENT REFERENCE:

CCR 107 - Bulletin 60

Amount of this Change Order Item:

Increase \$ 3,815.02

Time adjustment by this Change Order Item:

Increase 0 Days

Item 9-15

DESCRIPTION OF CHANGE:

Provide and install 5' raised round rubber stair tread and tiles to Stairway #207.

REASON FOR CHANGE:

Stair tread and tiles added for enhanced aesthetic and maintenance.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

CCR 110

Amount of this Change Order Item:

Increase \$ 12,996.50

Time adjustment by this Change Order Item:

Increase 0 Days

CHANGE ORDER

Item 9-16**DESCRIPTION OF CHANGE:**

Add power outlets to the south wall cabinetry in Video Production Room 208 in CTE Building.

REASON FOR CHANGE:

Electrical receptacles needed inside of existing lockable cabinets for charging / security of video production equipment.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

CCR 111

Amount of this Change Order Item:

Increase \$ 1,133.23

Time adjustment by this Change Order Item:

Increase 0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$ 62,849.73

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 81 Days

*** End of CHANGE ORDER ***



Project Financial Summary

Facilities Management & Planning

Project Name: Fresno High New CTE Facilities

Date: 12/20/21

Contractor: Davis Moreno

Construction

Architect: Sim PBK

Change Order: 009

DSA #: 02-117712

BID #: 10/H8

Contract Summary:

Bid Award Amount(s)		
Base Bid:	\$	7,814,000.00
Base Bid:	\$	-
Additive Alternate 1:	\$	-
Additive Alternate 2:	\$	-
Additive Alternate 3:	\$	-
Additive Alternate 4:	\$	-
Total Agreement Amount:	\$	7,814,000.00

Contract Adjustments:

Total Contract Amount												\$	7,814,000.00
Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total		
CO #001	\$ 2,910.59		\$ -		\$ 14,496.75		\$ 13,949.68		\$ -		\$ 31,357.02		
CO #002	\$ 3,352.27		\$ -		\$ 882.75		\$ 33,907.88		\$ -		\$ 38,142.90		
CO #003	\$ 12,098.68		\$ -		\$ 8,564.26		\$ 18,141.00		\$ -		\$ 38,803.94		
CO #004	\$ 2,697.71		\$ -		\$ -		\$ 81,408.04		\$ -		\$ 84,105.75		
CO #005	\$ 4,407.02		\$ -		\$ -		\$ 62,979.58		\$ -		\$ 67,386.60		
CO #006	\$ 29,879.32		\$ -		\$ 11,139.17		\$ 91,722.49		\$ -		\$ 132,740.98		
CO #007	\$ 9,702.32		\$ 1,483.45		\$ -		\$ 13,347.18		\$ -		\$ 24,532.95		
CO #008	\$ 43,940.15		\$ -		\$ 723.02		\$ 43,427.73		\$ -		\$ 88,090.90		
CO #009	\$ 10,084.32		\$ -		\$ 4,655.26		\$ 48,110.15		\$ -		\$ 62,849.73		
	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		
Totals:	\$ 119,072.38	2%	\$ 1,483.45	0%	\$ 40,461.21	1%	\$ 406,993.73	5%	\$ -	0%	\$ 568,010.77	\$ 568,010.77	7.3%
Total Contract Amount with Adjustments												\$ 8,382,010.77	



CHANGE ORDER

PROJECT NAME:

Edison High School New Auxiliary Gym Bldg Additions
540 E. California Avenue
Fresno, CA 93706

CHANGE ORDER No. :**007**

DSA File No. :

10-H8

Application No. :

02-117976**CONTRACTOR :**

BMJ Construction Group Inc
5485 E. Olive Ave
Fresno, CA 93727

DESIGNER'S PROJECT No. :**1938****FUSD BID/CONTRACT No. :****21-11****CONTRACTOR P.O. No. :****696634**

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	\$ 9,963,000.00
Net change by previously authorized Change Orders	\$ 376,461.10
The Contract Sum prior to this Change Order was	\$ 10,339,461.10
The Contract Sum will be adjusted by	\$ 85,936.00
The new Contract Sum, including this Change Order will be	\$ 10,425,397.10
The Contract Completion date prior to this Change Order was	6/3/2022
The Contract Time will be adjusted by	(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore	6/3/2022

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:

Darden Architects, INC.
6790 N. West Ave
Fresno, CA 93711

ARCHITECT/ENGINEER:

By: Antonio Avila AIA

Date: 01/05/22

Accepted by:

BMJ Construction Group, Inc
5485 E. Olive Ave
Fresno CA 93727

CONTRACTOR:

By: Mike Jones

Date: 1/4/2022

Authorized by:

Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722

OWNER:

By: Alex Belanger

Date: 1/28/22

You are directed to make the following changes in this Contract.

Item 7-1

DESCRIPTION OF CHANGE:

Existing Gym pilaster conflict with new beam outrigger: Remove/chip away approximately 1-1/2" of concrete at the top of existing concrete pilasters at the two locations specified.

REASON FOR CHANGE:

To resolve conflict with top of existing pilaster and new beam outrigger.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

RFI 075

Amount of this Change Order Item:

Increase \$ 575.00

Time adjustment by this Change Order Item:

Increase 0 Days

Item 7-2

DESCRIPTION OF CHANGE:

Ductwork Additions: revisions to the EF-3 and added ductwork and mechanical grilles above lobby ceiling area.

REASON FOR CHANGE:

To resolve ductwork routing conflicts.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

SI21

Amount of this Change Order Item:

Increase \$ 9,026.00

Time adjustment by this Change Order Item:

Increase 0 Days

Item 7-3

DESCRIPTION OF CHANGE:

Relocate existing panel EEZ and existing junction box to south wall of data rm 125 to allow room for new door.

REASON FOR CHANGE:

New door opening was in conflict with location of existing panel and junction box.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFP 122

Amount of this Change Order Item:

Increase \$ 897.00

Time adjustment by this Change Order Item:

Increase 0 Days



CHANGE ORDER

Item 7-4**DESCRIPTION OF CHANGE:**

Furnish and install additional custom galvanized ductwork and fittings.

REASON FOR CHANGE:

Revisions to HVAC unit AH-1 ductwork modified to route through framing and structural steel elements.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

SI21

Amount of this Change Order Item:

Increase \$ 6,879.00

Time adjustment by this Change Order Item:

Increase 0 Days

Item 7-5**DESCRIPTION OF CHANGE:**

Removal of two foot wide section of roofing along the length of the existing north gym parapet.

REASON FOR CHANGE:

Roofing on existing gym extended up parapets where it is in conflict with new screen wall structural saddles.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

OTP15

Amount of this Change Order Item:

Increase \$ 11,292.00

Time adjustment by this Change Order Item:

Increase 0 Days

Item 7-6**DESCRIPTION OF CHANGE:**

Provide hot water at restroom lavatories adjacent to Snack bar. Cost includes: up-sizing of steel gas piping serving Lobby area; add one tankless water heater with associated piping and vent to roof; revise lavatory piping and fixtures to provide tempered hot water.

REASON FOR CHANGE:

Snack bar function upgraded from packaged goods distribution to a food prep area which triggered additional requirements per Fresno County Health Department.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFP17

Amount of this Change Order Item:

Increase \$ 57,267.00

Time adjustment by this Change Order Item:

Increase 0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$ 85,936.00

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 0

*** End of CHANGE ORDER ***
Change Order Item Detail



Facilities Management & Planning

Project Financial Summary

Project Name: Edison High School Auxillary Gym Addition

Date: 1/5/22

Contractor: BMY Construction

Architect: Darden

Change Order: 7

DSA #: 02-117976

BID #: 21-11

Contract Summary:

Bid Award Amount(s)		
Base Bid:		\$ 9,963,000.00
Total Agreement Amount:		\$ 9,963,000.00

Contract Adjustments:

Total Contract Amount													\$	9,963,000.00	
Contract Adjustments:		<u>District Requested</u>	<u>Governing agency req'd change post-bid</u>		<u>Unknown, unforeseen, hidden</u>		<u>Designer E & O</u>		<u>District/Designer</u>		<u>Total</u>				
CO #001					\$ 10,240.00						\$ 10,240.00				
CO #002		\$ 24,022.80			\$ 7,763.00		\$ 21,089.00				\$ 52,874.80				
CO #003							\$ 91,284.00				\$ 91,284.00				
CO #004		\$ 27,267.00			\$ 43,345.50		\$ 43,065.00				\$ 113,677.50				
CO #005		\$ 56,346.00			\$ 4,342.00		\$ 1,896.60				\$ 62,584.60				
CO #006		\$ 35,313.00			\$ 7,502.00		\$ 7,834.00		\$ (4,848.80)		\$ 45,800.20				
CO #007		\$ 57,267.00			\$ 11,867.00		\$ 16,802.00				\$ 85,936.00				
Totals:		\$ 200,215.80	2.0%	\$ -	0.0%	\$ 85,059.50	0.9%	\$ 181,970.60	1.8%	\$ (4,848.80)	0.0%	\$ 462,397.10	\$ 462,397.10	4.6%	
Total Contract Amount with Adjustments													\$	10,425,397.10	



CHANGE ORDER

PROJECT NAME:

Jackson Elementary School Multi-purpose Building
3750 E. Platt Avenue
Fresno, CA 93702

CHANGE ORDER No. :**002**

DSA File No. :

10-H8

Application No. :

02-118217**CONTRACTOR :**

BVI Construction, Inc.
5750 E. Shields Avenue, #102
Fresno, CA 93727

DESIGNER'S PROJECT No. :**5322****FUSD BID/CONTRACT No. :****21-35****CONTRACTOR P.O. No. :****701683**

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	\$ 3,123,500.00
Net change by previously authorized Change Orders	\$ 3,876.40
The Contract Sum prior to this Change Order was	\$ 3,127,376.40
The Contract Sum will be adjusted by	\$ 11,482.87
The new Contract Sum, including this Change Order will be	\$ 3,138,859.27
The Contract Completion date prior to this Change Order was	13-May-22
The Contract Time will be adjusted by	(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore	13-May-22

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:

Integrated Designs
6011 N. Fresno St. #130
Fresno, CA 93710

ARCHITECT/ENGINEER:

By: Curtis Flynn

Date: 1.6.22**Accepted by:**

BVI Construction, Inc.
5750 E. Shields Avenue, #102
Fresno, CA 93727

CONTRACTOR:

By: Ken Grey

Date: 1-6-22**Authorized by:**

Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722

OWNER:

By: Alex Belanger | Asst. Sup.

Date: 1/3/22

You are directed to make the following changes in this Contract:

Item 2-1

DESCRIPTION OF CHANGE:

Provide 5" extended hinges to clear the extra width for more than a 90 degree swing for doors #108 (Chair Storage) and #121 (FD Riser Room).

REASON FOR CHANGE:

Veneer masonry units and perimeter concrete curb extend beyond hollow metal frame surface. The extended hinge is needed to clear the extra width for more than a 90 degree swing.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFI #27

Amount of this Change Order Item:

Increase \$ 792.00

Time adjustment by this Change Order Item:

Increase 0 Days

Item 2-2

DESCRIPTION OF CHANGE:

Delete door openings 103B and 105 B from scope of work. Wall framing and finishes to match adjacent wall.

REASON FOR CHANGE:

Design included a second door into office spaces that were removed to optimize space and allow confidential support use.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFP No 7

Amount of this Change Order Item:

Decrease \$ (1,781.05)

Time adjustment by this Change Order Item:

Increase 0 Days

CHANGE ORDER

Item 2-3

DESCRIPTION OF CHANGE:

Relocate drive gate north of MPR - approximately 16' back from city sidewalk and add fence panels at each side of drive.

REASON FOR CHANGE:

Gate relocation required to allow re-design of concrete walks to be compliant with accessibility requirements.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFP No 9 - PCO #9

Amount of this Change Order Item:

Increase \$ 6,102.09

Time adjustment by this Change Order Item:

Increase 0 Days

Item 2-4

DESCRIPTION OF CHANGE:

Relocate Temporary Fencing off of south basketball courts.

REASON FOR CHANGE:

Access to the construction site was revised from the original Contract Documents to reduce contractor lay-down area.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

PCO #6

Amount of this Change Order Item:

Increase \$ 2,183.38

Time adjustment by this Change Order Item:

Increase 0 Days

Item 2-5

DESCRIPTION OF CHANGE:

8 Soap dispensers were removed from the scope of work that had been a part of the original bid.

REASON FOR CHANGE:

District to furnish District-standard soap dispensers for contractor installation.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

PCO #3

Amount of this Change Order Item:

Decrease \$ (175.00)

Time adjustment by this Change Order Item:

Increase 0 Days

CHANGE ORDER

Item 2-6

DESCRIPTION OF CHANGE:

Add c-channel posts and wood cap to wall between wheelchair lift and stage stairs.

REASON FOR CHANGE:

Structural wall support and wall cap not included in Contract Documents.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

SI-3; PCO 17

Amount of this Change Order Item:

Increase \$ 1,889.12

Time adjustment by this Change Order Item:

Increase 0 days

Item 2-7

DESCRIPTION OF CHANGE:

Delete from scope Epson Projector at Dining Room. Installation labor to remain in contract for installation of owner furnished projector.

REASON FOR CHANGE:

Originally specified projector model has been discontinued.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFI #43; PCO 18

Amount of this Change Order Item:

Decrease \$ (2,832.00)

Time adjustment by this Change Order Item:

Increase 0 Days

Item 2-8

DESCRIPTION OF CHANGE:

Add a second line of text to room name signage to indicate the room number and building.

REASON FOR CHANGE:

Additional line of text added to the room signs in order to ensure the building location is indicated on the sign; providing for clearer direction onsite between offices; storage; equipment.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFP 11; PCO 13.1

Amount of this Change Order Item:

Increase \$ 1,655.61

Time adjustment by this Change Order Item:

Increase 0 Days

CHANGE ORDER

Item 2-09

DESCRIPTION OF CHANGE:

Added sheetmetal roof curb for walk-in cooler condensing unit.

REASON FOR CHANGE:

District Requested to created a more servicable equipment location.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

PCO 20

Amount of this Change Order Item:

Increase \$ 3,648.72

Time adjustment by this Change Order Item:

Increase 0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$ 11,482.87

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 0 DAYS

*** End of CHANGE ORDER ***



Project Financial Summary

Facilities Management & Planning

Project Name: Jackson Elementary School
DSA #: Shade Structure: 02-119079
DSA #: Multi-Purpose: 02-118217
BID #: 21-35

Date: 10-Feb-22
Contractor: BVI Construction, Inc
Architect: Integrated Designs
Change Order: 002

Contract Summary:

Bid Award Amount(s)		
Base Bid:	Shade Structure	\$ 80,000.00
Base Bid:	Multi-Purpose	\$ 3,012,000.00
Additive Alternate 1:	Thin Brick Veneer	\$ 37,600.00
Additive Alternate 2:	Decorative Metal Fence and Gates	\$ 73,900.00
		\$ -
	Multi-Purpose with Add Alt 1 & 2	\$ 3,123,500.00
Total Agreement Amount:		\$ 3,203,500.00

Contract Adjustments:

Total Contract Amount											\$	3,203,500.00									
Contract Adjustments:		<u>District Requested</u>		<u>Governing agency req'd change post-bid</u>		<u>Unknown, unforeseen, hidden</u>		<u>Designer E & O</u>		<u>District/Designer</u>		<u>Total</u>									
Shade Structure CO #001		\$	3,794.55	\$	-	\$	3,800.04	\$	-	\$	-	\$	7,594.59								
MPR CO #001		\$	403.70	\$	-	\$	-	\$	3,472.70	\$	-	\$	3,876.40								
MPR CO #002		\$	7,487.71	\$	-	\$	-	\$	8,783.21	\$	(4,788.05)	\$	11,482.87								
MPR CO #003																					
MPR CO #004		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-								
MPR CO #005		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-								
		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-								
Totals:		\$	11,685.96	0.4%	\$	-	0.0%	\$	3,800.04	0.1%	\$	12,255.91	0.4%	\$	(4,788.05)	-0.1%	\$	22,953.86	\$	22,953.86	0.7%
Total Contract Amount with Adjustments																			\$	3,226,453.86	



CHANGE ORDER

PROJECT NAME:

2021 Pavement Maintenance at Various Sites

Bid Sections A, B, C, E & F

Fresno, CA

CHANGE ORDER No. :**001**

DSA File No. :

Various

Application No. :

Various

CONTRACTOR :

Central Valley Asphalt

23494 Road 196

Lindsay, CA 93247

DESIGNER'S PROJECT No. :

220-0348

FUSD BID/CONTRACT No. :

21-46

CONTRACTOR P.O. No. : 703889A, 703889B

703889C, 703889E

703889F

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	\$	2,132,714.00
Net change by previously authorized Change Orders	\$	-
The Contract Sum prior to this Change Order was	\$	2,132,714.00
The Contract Sum will be adjusted by	\$	126,301.17
The new Contract Sum, including this Change Order will be	\$	2,259,015.17
The Contract Completion date prior to this Change Order was		20-Aug-2021
The Contract Time will be adjusted by		(140) Calendar Days
The new Contract Completion date, including this Change Order is therefore		7-Jan-2022

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:**Accepted by:****Authorized by:****ARCHITECT/ENGINEER:**

Blair, Church & Flynn

Zachary Hockett
By:

Digitally signed by Zachary Hockett
DN: C=US,
E=z.hockett@bcf-engr.com,
O="Blair, Church, & Flynn",
CN=Zachary Hockett
Reason: I have reviewed
this document
Date: 2022.01.10
11:47:56 -08'00'

Date: _____

CONTRACTOR:

Central Valley Asphalt

Chelsea Aleston

Digitally signed
by Chelsea AlestonDate: 2022.01.10
12:10:21 -08'00'

Date: _____

OWNER:

Fresno Unified School District

By: Karin Temple, COO

Date: 1/10/2022

You are directed to make the following changes in this Contract:

Item 1-1

DESCRIPTION OF CHANGE:

Section E – Fremont Elementary School: Cleanup after tree removed by District, reworking subgrade & revisions to concrete improvements.

REASON FOR CHANGE:

The subgrade grading and compaction needed to be redone after it was disturbed by the tree removal.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden Condition.

DOCUMENT REFERENCE:

RFQ 02, CVA – Request for Change Order #55770

Amount of this Change Order Item:

Increase: \$ 11,325.56

Time adjustment by this Change Order Item:

Increase: (14) Calendar Days

Item 1-2

DESCRIPTION OF CHANGE:

Section B – Winchell Elementary School: Install catch basin & connect to existing storm drain. Install additional valley gutter & concrete flatwork at planter benches.

REASON FOR CHANGE:

The additional valley gutter, concrete flatwork and catch basin were added to facilitate drainage at the existing playcourt.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden Condition.

DOCUMENT REFERENCE:

RFQ 03, CVA Request for Change Order #55764

Amount of this Change Order Item:

Increase: \$ 22,616.54

Time adjustment by this Change Order Item:

Increase: (14) Calendar Days

Item 1-3

DESCRIPTION OF CHANGE:

Section B – Ahwahnee Middle School: Remove additional existing curb and gutter. Install new curb and gutter and 4' wide valley gutter with steel reinforcement, install 12" tall concrete curb.

REASON FOR CHANGE:

During course of demolition, an existing gutter and shallow metal piping was discovered and interfered with grading design. In order to facilitate drainage in this area, the previously described changes were made.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden Condition.

DOCUMENT REFERENCE:

RFQ 01, CVA – Request for Change Order #55653

Amount of this Change Order Item:	Increase: \$ 14,745.00
Time adjustment by this Change Order Item:	Increase: (7) Calendar Days

Item 1-4**DESCRIPTION OF CHANGE:**

Section F – Tioga Middle School: Additional square footage of asphalt replacement.

REASON FOR CHANGE:

Additional areas of the playcourt needed to be replaced due to poor condition of existing subgrade and pavement

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden Condition.

DOCUMENT REFERENCE:

CVA – Request for Change Order #55658

Amount of this Change Order Item:	Increase: \$ 64,087.69
Time adjustment by this Change Order Item:	Increase: (28) Calendar Days

Item 1-5**DESCRIPTION OF CHANGE:**

Section F – Tioga Middle School: Subgrade Remediation

REASON FOR CHANGE:

During the course of demolition, it was discovered that the existing subgrade was saturated and needed to be removed and replaced in order to construct the new pavement section and keep with project schedule.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden Condition.

DOCUMENT REFERENCE:

CVA – Request for Change Order #55662

Amount of this Change Order Item:

Increase: \$ 13,526.38

Time adjustment by this Change Order Item:

Increase: (14) Calendar Days

Item 1-6

DESCRIPTION OF CHANGE:

Extend completion date to January 7, 2022.

REASON FOR CHANGE:

Non-compensable time extension aligning contract completion date with actual acceptance/completion of work, recognizing Excusable, Non-Compensable Delay pursuant to General Requirements, including but not limited to Section 01 26 00 02 Claims for Extensions of Time.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden Condition.

DOCUMENT REFERENCE:

N/A

Amount of this Change Order Item:

Increase: \$

Time adjustment by this Change Order Item:

Increase: (63) Calendar Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

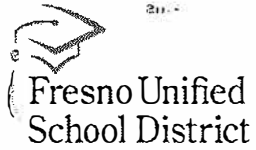
INCREASE: \$ 126,301.17

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE: (140) CALENDAR DAYS

*** End of CHANGE ORDER ***

Change Order Item Detail



Maintenance & Operations

Project Financial Summary

Project Name: 2021 Pavement Maintenance at Various Sites

Date: 1/10/2022

Contractor: Central Valley Asphalt

Architect: Blair, Church & Flynn

Change Order: 1

DSA #: Various

BID #: 21-46 / Sections A, B, C, E & F

Contract Summary:

Bid Award Amount(s)		Base Bid:	\$ 2,132,714.00
		Base Bid:	\$ -
		Additive Alternate 1:	\$ -
		Additive Alternate 2:	\$ -
		Additive Alternate 3:	\$ -
		Additive Alternate 4:	\$ -
		Total Agreement Amount:	\$ 2,132,714.00

Contract Adjustments:

Total Contract Amount		\$ 2,132,714.00									
Contract Adjustments:	District Requested	Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total	
CO #001	\$ -	\$ -	\$ -	\$ 126,301.17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 126,301.17	
CO #002	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CO #003	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Totals:	\$ -	0%	\$ -	0%	\$ 126,301.17	6%	\$ -	0%	\$ -	0%	\$ 126,301.17
Total Contract Amount with Adjustments										\$ 126,301.17	5.9%
										\$ 2,259,015.17	



CHANGE ORDER

PROJECT NAME:

2021 Pavement Maintenance at Various Sites
 Bid Sections D & G
 Fresno, CA

CHANGE ORDER No. :**001**

DSA File No. :

10 - H8

Application No. :

Various

CONTRACTOR :

Avison Construction, Inc.
 40434 Brickyard Drive
 Madera, CA 93636

DESIGNER'S PROJECT No. :

220-0347

FUSD BID/CONTRACT No. :

21-46

CONTRACTOR P.O. No. :

703889D
 703889G

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	\$	791,000.00
Net change by previously authorized Change Orders	\$	-
The Contract Sum prior to this Change Order was	\$	791,000.00
The Contract Sum will be adjusted by	\$	-
The new Contract Sum, including this Change Order will be	\$	791,000.00
The Contract Completion date prior to this Change Order was		20-Aug-2021
The Contract Time will be adjusted by		(140) Calendar Days
The new Contract Completion date, including this Change Order is therefore		7-Jan-2022

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:**Accepted by:****Authorized by:****ARCHITECT/ENGINEER:**

Blair, Church & Flynn

CONTRACTOR:

Avison Construction, Inc.

OWNER:

Fresno Unified School District



Digitally signed by Zachary Hockett
 DN: C=US,
 E=zach.hockett@bcf-engr.com,
 O=Blair, Church & Flynn,
 CN=Zachary Hockett
 Reason: I have reviewed this document.
 Date: 2022.01.10
 11:49:34-08'00'

Date: _____

Robert J. Newman
 Digitally signed by Robert J. Newman
 DN: cn=Robert J. Newman, o=Avison Construction, Inc., ou, email=Rnewman@avisoni.com, c=US
 Date: 2022.01.07
 16:04:40 -08'00'

Date: _____

Karin Temple
 By: Karin Temple, COO

Date: 1/10/2022



CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 1-1 DESCRIPTION OF CHANGE:

Extend completion date to January 7, 2022.

REASON FOR CHANGE:

Non-compensable time extension aligning contract completion date with actual acceptance/completion of work, recognizing Excusable, Non-Compensable Delay pursuant to General Requirements, including but not limited to Section 01 26 00 02 Claims for Extensions of Time.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden Condition.

DOCUMENT REFERENCE:

N/A

Amount of this Change Order Item:

Increase: \$ -

Time adjustment by this Change Order Item:

Increase: (140) Calendar Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE: \$ -

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE (140) CALENDAR DAYS

*** End of CHANGE ORDER ***

Change Order Item Detail



Maintenance & Operations

Project Financial Summary

Project Name: 2021 Pavement Maintenance at Various Sites

Date: 1/10/2022

Contractor: Avison Construction, Inc.

DSA #: 10-H8

Architect: Blair, Church & Flynn

BID #: 21-46 / Sections D & G

Change Order: 1

Contract Summary:

Bid Award Amount(s)		Base Bid:	\$	791,000.00
		Base Bid:	\$	-
		Additive Alternate 1:	\$	-
		Additive Alternate 2:	\$	-
		Additive Alternate 3:	\$	-
		Additive Alternate 4:	\$	-
		Total Agreement Amount:	\$	791,000.00

Contract Adjustments:

Total Contract Amount												\$	791,000.00
Contract Adjustments:		<u>District Requested</u>		<u>Governing agency req'd change post-bid</u>		<u>Unknown, unforeseen, hidden</u>		<u>Designer E & O</u>		<u>District/Designer</u>		<u>Total</u>	
CO #001	\$	-		\$	-	\$	-	\$	-	\$	-	\$	-
CO #002	\$	-		\$	-	\$	-	\$	-	\$	-	\$	-
CO #003	\$	-		\$	-	\$	-	\$	-	\$	-	\$	-
	\$	-		\$	-	\$	-	\$	-	\$	-	\$	-
	\$	-		\$	-	\$	-	\$	-	\$	-	\$	-
	\$	-		\$	-	\$	-	\$	-	\$	-	\$	-
Totals:	\$	-	0%	\$	-	0%	\$	-	0%	\$	-	\$	-
Total Contract Amount with Adjustments												\$	791,000.00



CHANGE ORDER

PROJECT NAME:

Playground Equipment Replacements
at Various Sites – Section B
Webster & Winchell Elementary Schools

CHANGE ORDER No. :**001**

DSA File No. :

NA

Application No. :

NA**CONTRACTOR :**

King Khan Drilling & Construction, Inc.
9315 N Fowler Ave.
Clovis, CA 93619

DESIGNER'S PROJECT No. :**NA****FUSD BID/CONTRACT No. :** 21-48**CONTRACTOR P.O.No's. :** 704002A
704003A

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	\$	248,384.88
Net change by previously authorized Change Orders	\$	-
The Contract Sum prior to this Change Order was	\$	248,384.88
The Contract Sum will be adjusted by	\$	2,147.75
The new Contract Sum, including this Change Order will be	\$	250,532.63
The Contract Completion date prior to this Change Order was		4-Sept-2021
The Contract Time will be adjusted by		(110) Calendar Days
The new Contract Completion date, including this Change Order is therefore		24-Dec-2021

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:**Accepted by:****Authorized by:****ARCHITECT/ENGINEER:**
N/A**CONTRACTOR:**
King Khan Drilling
& Construction, Inc.**OWNER:**
Fresno Unified School District

By:

By: Khan Diep, President

By: Karin Temple, COO

Date:

Date: January 9, 2022

Date:

You are directed to make the following changes in this Contract:

Item 1-1 DESCRIPTION OF CHANGE:

Tree & Stump Removal

REASON FOR CHANGE:

Tree interfered with new play structure's shade canopy.

CHANGE CATEGORY:

District Requested Change

DOCUMENT REFERENCE:

King Khan Drilling & Construction "Time & Material" dated November 28, 2021.

Amount of this Change Order Item:

Increase: \$2,147.75

Time adjustment by this Change Order Item:

Increase: (1) Calendar Days

Item 1-2 DESCRIPTION OF CHANGE:

Extend contract duration due to delay in owner-supplied material delivery date.

REASON FOR CHANGE:

Playground material delivery delays causing postponement of original contract start date.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden Condition

DOCUMENT REFERENCE:

N/A

Amount of this Change Order Item:

Increase: \$0

Time adjustment by this Change Order Item:

Increase: (109) Calendar Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE: \$2,147.75

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE (110) CALENDAR DAYS

*** End of CHANGE ORDER ***



Maintenance & Operations

Project Name: Playground Equipment
Replacement at Various Sites
DSA #: N/A
BID #: 21-48 / Section B

Date: 1/10/2022
Contractor: King Khan Drilling & Const. Inc.
Architect: N/A
Change Order: 1

Project Financial Summary

Contract Summary:

Bid Award Amount(s)		Base Bid:	\$	248,384.88
		Base Bid:	\$	-
		Additive Alternate 1:	\$	-
		Additive Alternate 2:	\$	-
		Additive Alternate 3:	\$	-
		Additive Alternate 4:	\$	-
		Total Agreement Amount:	\$	248,384.88

Contract Adjustments:

Total Contract Amount										\$	248,384.88
Contract Adjustments:	<u>District Requested</u>	<u>Governing agency req'd change post-bid</u>	<u>Unknown, unforeseen, hidden</u>	<u>Designer E & O</u>	<u>District/Designer</u>	<u>Total</u>					
CO #001	\$ 2,147.75	\$ -	\$ -	\$ -	\$ -	\$ 2,147.75					
CO #002	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
CO #003	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
Totals:	\$ 2,147.75	1% \$ -	0% \$ -	0% \$ -	0% \$ -	0% \$ 2,147.75	\$	2,147.75	0.9%		
Total Contract Amount with Adjustments										\$	250,532.63



CHANGE ORDER

PROJECT NAME:

Kratt Elementary School Portable Classroom Infrastructure
650 W. Sierra Avenue
Fresno, CA 93704

CHANGE ORDER No. :

001

DSA File No. :

10-H8

Application No. :

02-119064

CONTRACTOR :

Davis Moreno Construction, Inc.
4720 N. Blythe Avenue
Fresno, CA 93722

DESIGNER'S PROJECT No. :

5469

FUSD BID/CONTRACT No. :

21-53

CONTRACTOR P.O. No. :

703893A

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	\$	723,096.00
Net change by previously authorized Change Orders	\$	-
The Contract Sum prior to this Change Order was	\$	723,096.00
The Contract Sum will be adjusted by	\$	68,868.80
The new Contract Sum, including this Change Order will be	\$	791,964.80
The Contract Completion date prior to this Change Order was		19-Sep-21
The Contract Time will be adjusted by		110 Calendar Days
The new Contract Completion date, including this Change Order is therefore		7-Jan-22

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:

Integrated Designs
6011 N. Fresno St. #130
Fresno, CA 93710

ARCHITECT/ENGINEER:

By: Curtis Flynn

Date: 1-6-22

Accepted by:

Davis Moreno Construction
4720 N. Blythe Avenue
Fresno, CA 93722

CONTRACTOR:

By: JR Moreno

Date: 1-6-21

Authorized by:

Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722

OWNER:

By: Alex Belanger | Asst. Sup.

Date: 1-6-22

You are directed to make the following changes in this Contract:

Item 1-1

DESCRIPTION OF CHANGE:

Backfill existing dry well in new building pad.

REASON FOR CHANGE:

Unforeseen field condition revealed a previously unknown drywell that required backfill and compaction.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$ 1,599.31

Time adjustment by this Change Order Item:

Increase 0 Days

Item 1-2

DESCRIPTION OF CHANGE:

Add (2) 2" conduits from new portables to library. Add conduit and terminal cabinet at library data room for DMP components. Remove abandoned cable from raceways between library and administration office. Add terminal cabinet and raceway at admin. data room.

REASON FOR CHANGE:

DMP intrusion system and raceways shown to be existing on contract documents but not in place. New raceways, terminal cabinets, and removal of abandoned cable required to complete new work.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFP No. 4.2 and RFI No. 10

Amount of this Change Order Item:

Increase \$ 10,690.99

Time adjustment by this Change Order Item:

Increase 0 Days

Item 1-3

DESCRIPTION OF CHANGE:

Drain inlet revision to FUSD Detail C-002; change to the drain inlet detail that was bid. Change two drain inlet configuration to match District Standard Detail C-002.

REASON FOR CHANGE:

Drain inlets in contract documents did not match District Standard Detail.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFP No. 8

Amount of this Change Order Item:

Increase \$ 2,129.86

Time adjustment by this Change Order Item:

Increase 0 Days

Item 1-4

DESCRIPTION OF CHANGE:

Delete slab for storage containers at West Side of Campus. Add slab north of new portables for storage containers.

REASON FOR CHANGE:

Location changed to make access more serviceable for site staff.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFP No. 1.1

Amount of this Change Order Item:

Increase \$ 2,488.97

Time adjustment by this Change Order Item:

Increase 0 Days

Item 1-5

DESCRIPTION OF CHANGE:

Remove concrete adjacent to new walk at main entry. Pour back concrete transitions between planters to connect new and existing elevations.

REASON FOR CHANGE:

Contract documents did not address transition areas.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFP No. 2

Amount of this Change Order Item:

Increase \$ 1,679.48

Time adjustment by this Change Order Item:

Increase 0 Days

Item 1-6

DESCRIPTION OF CHANGE:

Add the following door hardware to the scope of work at classrooms:

Panic hardware shall be Von Duprin AX22

Door Closer shall be LCN 4011

Peephole – installed per Fresno Unified School District's specifications

REASON FOR CHANGE:

Required to meet Fresno Unified School District specifications; Buildings purchased in "As-Is" condition with non-standard door hardware.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFP No. 10

Amount of this Change Order Item:

Increase \$ 4,448.62

Time adjustment by this Change Order Item:

Increase 0 Days

Item 1-7

DESCRIPTION OF CHANGE:

Added conduit runs for added evacuation panel from electrical panel room in administration building to the new portables. Added additional electrical conduit stub ups for the north west storage building. Adding conduit for northwest storage conduit to directly connect the c-tran.

REASON FOR CHANGE:

Due to Voice Evacuation Requirement per DSA, voice evacuation panel needed to be added. Electrical conduit was stubbed up for northwest storage unit.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFP No. 4.2 and RFI No. 13.1

Amount of this Change Order Item:

Increase \$ 9,923.13

Time adjustment by this Change Order Item:

Increase 0 Days

Item 1-8

DESCRIPTION OF CHANGE:

After the discovery of a seepage pit and storm drain in the proposed relocation of the storage units, the storage containers were relocated to their current location.

REASON FOR CHANGE:

District wanted both storage containers in the same location.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

OTP No. 1; RFP No. 1.1

Amount of this Change Order Item:

Increase \$ 10,598.02

Time adjustment by this Change Order Item:

Increase 0 Days



CHANGE ORDER

Item 1-9

DESCRIPTION OF CHANGE:

Replace deteriorated skirting and venting along existing portable units.

REASON FOR CHANGE:

During replacement of concrete walks for accessibility compliance existing buildings required repair

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFP No. 3.1

Amount of this Change Order Item:

Increase \$ 8,643.69

Time adjustment by this Change Order Item:

Increase 0 Days

Item 1-10

DESCRIPTION OF CHANGE:

Add CAT6A cable and connectors to extend energy management intranet from library to new portables.

REASON FOR CHANGE:

EMS System not Included in the drawings.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFP #9

Amount of this Change Order Item:

Increase \$ 2,305.83

Time adjustment by this Change Order Item:

Increase 0 Days

Item 1-11

DESCRIPTION OF CHANGE:

Remove and replace (e) "mow strip" along east side of new concrete entrance walkway; match slope to (n) entrance ramp.

REASON FOR CHANGE:

Add Clean edge to new walkway at entrance.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFP No. 6

Amount of this Change Order Item:

Increase \$ 3,879.26

Time adjustment by this Change Order Item:

Increase 0 Days

Item 1-12

DESCRIPTION OF CHANGE:

Add gate to the east side of the C-trans and add fencing on the east side of the project.

REASON FOR CHANGE:

To prevent foot traffic along the existing east side classrooms to the north side interior of the new fencing.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFP No. 6

Amount of this Change Order Item:

Increase \$ 9,218.00

Time adjustment by this Change Order Item:

Increase 0 Days

Item 1-13

DESCRIPTION OF CHANGE:

add two 12x12 electrical cans at intelor and exterior of library electrical room.

REASON FOR CHANGE:

Conduit and raceways from electrical/ systems wiring had no capacity at the library.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFP No. 4.2

Amount of this Change Order Item:

Increase \$ 586.85

Time adjustment by this Change Order Item:

Increase 0 Days

Item 1-14

DESCRIPTION OF CHANGE:

Add additional demo, new paving and revised concrete. Sawcut and remove additional existing asphalt and extend concrete slop transition to 4'-0" wide at accessigble parking stalls

REASON FOR CHANGE:

Stalls and transitions as designed created excessive slope.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFP No. 4.2

Amount of this Change Order Item:

Increase \$ 2,176.79

Time adjustment by this Change Order Item:

Increase 0 Days



CHANGE ORDER

Item 1-15

DESCRIPTION OF CHANGE:

Credit to District cost of electrical work not performed to connect relocated storage container to adjacent electrical service.

REASON FOR CHANGE:

Power no longer required for container.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFP No. 4.2

Amount of this Change Order Item:

Increase \$ (1,500.00)

Time adjustment by this Change Order Item:

Increase 110 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$ 68,868.80

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 110 Days

*** End of CHANGE ORDER ***



CHANGE ORDER

PROJECT NAME:

Leavenworth Elementary School Portable Classroom Infrastructure
4420 E. Thomas Avenue
Fresno, CA 93702

CHANGE ORDER No. :**001**

DSA File No. :

10-H8

Application No. :

02-119063**CONTRACTOR :**

Davis Moreno Construction, Inc.
4720 N. Blythe Avenue
Fresno, CA 93722

DESIGNER'S PROJECT No. :

5468

FUSD BID/CONTRACT No. :

21-53

CONTRACTOR P.O. No. :

703893B

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	\$ 732,096.00
Net change by previously authorized Change Orders	\$ -
The Contract Sum prior to this Change Order was	\$ 732,096.00
The Contract Sum will be adjusted by	\$ 75,363.06
The new Contract Sum, including this Change Order will be	\$ 807,459.06
The Contract Completion date prior to this Change Order was	19-Sep-21
The Contract Time will be adjusted by	(110) Calendar Days
The new Contract Completion date, including this Change Order is therefore	7-Jan-22

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:

Integrated Designs
6011 N. Fresno St. #130
Fresno, CA 93710

ARCHITECT/ENGINEER:

By: 
By: Curtis Flynn

Date: 1.6.22

Accepted by:

Davis Moreno Construction
4720 N. Blythe Avenue
Fresno, CA 93722

CONTRACTOR:

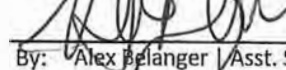
By: 
By: JR Moreno

Date: 1-6-21

Authorized by:

Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722

OWNER:

By: 
By: Alex Belanger | Asst. Sup.

Date: 1/6/22

You are directed to make the following changes in this Contract:

Item 1-1

DESCRIPTION OF CHANGE:

Add the following door hardware to the scope of work:
Panic hardware shall be Von Duprin AX22
Door Closer shall be LCN 4011
Peephole – installed per Fresno Unified School District's specifications

REASON FOR CHANGE:

Required to meet Fresno Unified School District specifications; Buildings purchased in "As-Is" condition with non-standard door hardware.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFP No. 8

Amount of this Change Order Item:

Increase \$ 4,448.62

Time adjustment by this Change Order Item:

Increase 0 Days

Item 1-2

DESCRIPTION OF CHANGE:

Adjust (e) irrigation boxes and valves to new grade height along the south side of the portable classroom. Install thrust Blocks as needed.

REASON FOR CHANGE:

To meet new grade height along the south side of the portable classroom.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFP No. 11

Amount of this Change Order Item:

Increase \$ 3,519.47

Time adjustment by this Change Order Item:

Increase 0 Days

Item 1-3

DESCRIPTION OF CHANGE:

Replace grass sod in areas North and West of new portables.

REASON FOR CHANGE:

Turf added to minimize play area down time in lieu of establishment time for grass seed.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFP No. 12

Amount of this Change Order Item:

Increase \$ 14,612.00

Time adjustment by this Change Order Item:

Increase 0 Days

Item 1-4

DESCRIPTION OF CHANGE:

Replace metal flashing and venting along existing portable units; and prep to receive new concrete sidewalk on the north side of the existing portable classrooms #33& #34.

REASON FOR CHANGE:

The condition of the flashing was such that repair was needed.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFP No. 3.2 and RFI No. 7

Amount of this Change Order Item:

Increase \$ 3,506.58

Time adjustment by this Change Order Item:

Increase 0 Days

CHANGE ORDER

Item 1-5

DESCRIPTION OF CHANGE:

Repair, flash, and install an 18" mow strip on the west side of the existing portable classroom, similar to detail 12 on sheet A1.11. Grade to the existing drain inlet and prep for landscaping.

REASON FOR CHANGE:

Protect the existing portable's foundation against the grade changes at the west wall.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFP No. 7

Amount of this Change Order Item:

Increase \$ 5,633.21

Time adjustment by this Change Order Item:

Increase 0 Days

Item 1-6

DESCRIPTION OF CHANGE:

Add (4) 2" conduits from Building D electrical room to new portables. Remove existing cable from existing conduit and boxes between Building D Electrical and administration electrical room add fire alarm booster panel at building at Building D Electrical Room

REASON FOR CHANGE:

Existing Raceways at or near capacity; new portables required additional capacity.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

PCO #1

Amount of this Change Order Item:

Increase \$ 26,896.14

Time adjustment by this Change Order Item:

Increase 0 Days

Item 1-7

DESCRIPTION OF CHANGE:

Lift the (e) Storm Drain manhole rim and (e) sanitary sewer manhole rim to match new top of concrete elevations in the northwest portion of the sidewalk south of Building D

REASON FOR CHANGE:

Existing manholes discovered buried during grading. Match new top of concrete elevations in the northwest portion of the sidewalk south of Building D.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

RFP No. 5

Amount of this Change Order Item:

Increase \$ 1,715.47

Time adjustment by this Change Order Item:

Increase 0 Days

Item 1-8

DESCRIPTION OF CHANGE:

Add concrete to the sidewalk at the east side ramp.

REASON FOR CHANGE:

Remove DG and replace with asphalt to create a smooth surface

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFP No. 5

Amount of this Change Order Item:

Increase \$ 2,649.90

Time adjustment by this Change Order Item:

Increase 0 Days



CHANGE ORDER

Item 1-9

DESCRIPTION OF CHANGE:

Add 4'-0" high chain link fence along the south side of the sidewalk; add thickend slab edge to support fence, flash corner of classroom, and mow strip along west side of the classroom

REASON FOR CHANGE:

During construction grade changes caused non-compliant grade changes, and path of travel needed to be re-directed.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFP No. 10.4

Amount of this Change Order Item:

Increase \$ 12,381.67

Time adjustment by this Change Order Item:

Increase 110 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$ 75,363.06

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 110 Days

***** End of CHANGE ORDER *****



Project Financial Summary

Facilities Management & Planning

Project Name: *Portable Classroom Infrastructure for Kratt Elementary School*
Portable Classroom Infrastructure for Leavenworth Elem. School
DSA #: 02-119064 - Kratt E.S. and 02-119063 - Leavenworth E.S.
BID #: 21-53

Date: 12/06/21
Contractor: Davis Moreno Construction Inc
Architect: Integrated Designs by SOMAM
Change Order: 001

Contract Summary:

Bid Award Amount(s)		
Base Bid 1:	<i>Portable Classroom Infrastructure for Kratt E.S.</i>	\$ 690,000.00
Base Bid 2:	<i>Portable Classroom Infrastructure for Leavenworth E.S.</i>	\$ 699,000.00
Additive Alternate 1A:	<i>Kratt E.S. Misc Site & Classroom Improvements</i>	\$ 33,096.00
Additive Alternate 2A:	<i>Leavenworth E.S. Misc Site & Classroom Improvements</i>	\$ 33,096.00
Additive Alternate 3:		\$ -
Additive Alternate 4:		\$ -
Total Agreement Amount:		\$ 1,455,192.00

Contract Adjustments:

Total Contract Amount											\$	1,455,192.00									
Contract Adjustments:		<u>District Requested</u>	<u>Governing agency req'd change post-bid</u>	<u>Unknown, unforeseen, hidden</u>	<u>Designer E & O</u>	<u>District/Designer</u>	<u>Total</u>														
Kratt Portable Classrooms																					
CO #001	\$	39,953.35	\$	-	\$	1,599.31	\$	27,316.14	\$	-	\$	68,868.80									
CO #002	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-									
CO #003	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-									
Leavenworth Portable Classrooms																					
CO #001	\$	30,850.31	\$	-	\$	1,715.47	\$	42,797.28	\$	-	\$	75,363.06									
CO #002	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-									
CO #003	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-									
Totals:		\$	70,803.66	5%	\$	-	0%	\$	3,314.78	0%	\$	70,113.42	5%	\$	-	0%	\$	144,231.86	\$	144,231.86	9.9%
Total Contract Amount with Adjustments											\$	1,599,423.86									

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 09, 2022

AGENDA ITEM A-16

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify the Filing of Notices of Completion

ITEM DESCRIPTION: Included in the Board binders are Notices of Completion for the following projects, which have been completed according to plans and specifications:

Bid 21-46 Sections A, B, C, E, and F, Asphalt Pavement Rehabilitation at Various Sites

For Information Only

Original contract amount: \$ 2,132,714

Change Order(s) previously ratified: \$ 126,302

Contract amount: \$ 2,259,016

Bid 21-46 Sections D and G, Asphalt Pavement Rehabilitation at Various Sites

For Information Only

Original contract amount: \$ 791,000

Change Order(s) previously ratified: \$ 0

Contract amount: \$ 791,000

FINANCIAL SUMMARY: Retention funds are released in accordance with contract terms and California statutes.

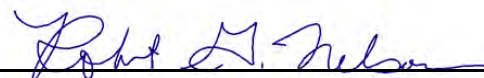
PREPARED BY: Ann Loorz,
Executive Director, Purchasing

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

CABINET APPROVAL: Karin Temple,
Chief Operating 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



2
2022-0006325

**FRESNO County Recorder
Paul Dictos, CPA**

Friday, Jan 14, 2022 12:51:38 PM

Titles: 1 Pages: 2

**Fees: \$0.00
CA SB2 Fee: \$0.00
Taxes: \$0.00
Total: \$0.00
FRESNO UNIFIED SCHOOL DISTRICT**

NOTICE OF COMPLETION (AND ACCEPTANCE)

Notice pursuant to Civil Code Section 9204 must be filed within 15 days after completion.

Notice is hereby given that:

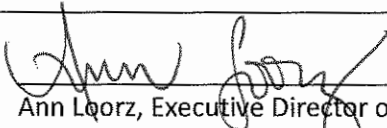
1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is **FRESNO UNIFIED SCHOOL DISTRICT**
3. The full address of the owner is **2309 Tulare Street, Fresno, California 93721**
4. The nature of the interest or estate of the owner is: **IN FEE**

(If other than "In Fee" an insert, for example, "Purchase under contract of Purchase", "or lease")

5. A work of improvement on the property hereinafter described was accepted/completed on **January 7, 2022**.
The work done was **Asphalt Pavement Rehabilitation Section A, B, C, E, and F** **Bid No. 21-46**.
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:
Doug Ross, Inc DBA Central Valley Asphalt 23494 Road 196, Lindsay, Ca 93247 **June 17, 2021**
(IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)
7. The property on which said work of improvement was completed is in the City of **Fresno**, County of **Fresno**, State of California, and is described and the address is as follows:

See Page 2

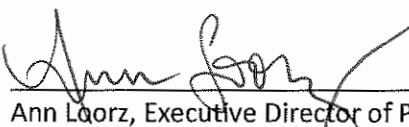
Date: **January 13, 2022**


Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

VERIFICATION

I, the undersigned say: I am the **Executive Director of Purchasing** the declarant of the foregoing notice of completion (and acceptance); I have read said notice of completion (and acceptance) and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on **January 13, 2022** at **Fresno**,


Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

NOTICE OF COMPLETION (AND ACCEPTANCE) (Continued)

Bid No.: 21-46, Sections A, B, C, E and F

General Contractor: Avison Construction Inc.

Project Name: Asphalt Pavement Rehabilitation at Various Sites

Anthony Elementary School	1542 E. Weber Ave., Fresno, CA 93728	DSA No.: 02-118831
Calwa Elementary School	1303 E. Jensen Ave., Fresno, CA 93726	DSA No.: 02-118825
Eaton Elementary School	1451 E. Sierra Ave., Fresno, CA 93710	DSA No.: 02-118849
Fremont Elementary School	1005 W Weldon Ave., Fresno, CA 93705	DSA No.: 02-118845
Jefferson Elementary School	202 N Mariposa St., Fresno, CA 93701	DSA No.: 02-118827
King Elementary School	1001 E Florence Ave., Fresno, CA 93706	DSA No.: 02-118828
Kirk Elementary School	2000 E Belgravia Ave., Fresno, CA 93706	DSA No.: 02-118829
Lincoln Elementary School	1100 Mono St., Fresno, CA 93706	DSA No.: 02-118830
Olmos Elementary School	530 S. Garden, Fresno, CA 93727	DSA No.: 02-118837
Slater Elementary School	4472 N Emerson Ave., Fresno, CA 93705	DSA No.: 02-118846
Storey Elementary School	5250 E Church Ave., Fresno, CA 93725	DSA No.: 02-118838
Thomas Elementary School	4444 N Millbrook Ave., Fresno, CA 93726	DSA No.: 02-118850
Turner Elementary School	5218 E Clay Ave., Fresno, CA 93727	DSA No.: 02-118839
Williams Elementary School	525 W Saginaw Way, Fresno, CA 93705	DSA No.: 02-118847
Winchell Elementary School	3722 E Lowe Ave., Fresno, CA 93702	DSA No.: 02-118834
Yokomi Elementary School	2323 E Mckenzie Ave., Fresno, CA 93701	DSA No.: 02-118835
Ahwahnee Middle School	1127 E Escalon Ave., Fresno, CA 93710	DSA No.: 02-118848
Kings Canyon Middle School	5117 E Tulare Ave., Fresno, CA 93727	DSA No.: 02-118836
Tehipite Middle School	630 N Augusta St., Fresno, CA 93701	DSA No.: 02-118833
Tioga Middle School	3232 E Fairmont Ave., Fresno, CA 93726	DSA No.: 02-118851

2

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



2022-0006059

**FRESNO County Recorder
Paul Dictos, CPA**

Friday, Jan 14, 2022 09:27:10 AM

Titles: 1

Pages: 2

Fees:	\$0.00
CA SB2 Fee:	\$0.00
Taxes:	\$0.00
Total:	\$0.00
FRESNO UNIFIED SCHOOL DISTRICT	

NOTICE OF COMPLETION (AND ACCEPTANCE)

Notice pursuant to Civil Code Section 9204 must be filed within 15 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is **FRESNO UNIFIED SCHOOL DISTRICT**
3. The full address of the owner is **2309 Tulare Street, Fresno, California 93721**
4. The nature of the interest or estate of the owner is: **IN FEE**

(If other than "In Fee" an insert, for example, "Purchase under contract of Purchase", "or lease")

5. A work of improvement on the property hereinafter described was accepted/completed on **January 7, 2022**.
The work done was **Asphalt Pavement Rehabilitation Section D and G** **Bid No. 21-46**.
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:
Avison Construction Inc. **40434 Brickyard Drive, Madera, Ca 93636** **June 17, 2021**
(IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)
7. The property on which said work of improvement was completed is in the City of **Fresno**, County of **Fresno**, State of California, and is described and the address is as follows:

See Page 2


Date: **January 13, 2022**


Ann Lobrz, 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 **January 13, 2022** at **Fresno**,


Ann Lobrz, Executive Director of Purchasing
Fresno Unified School District

NOTICE OF COMPLETION (AND ACCEPTANCE) (Continued)

Bid No.: 21-46, Sections D & G

General Contractor: Avison Construction Inc.

Project Name: Asphalt Pavement Rehabilitation at Various Sites

<u>Birney Elementary School</u>	<u>3034 E Cornell Ave, Fresno, CA 93703</u>	<u>DSA No.: 02-118840</u>
<u>Bullard Talent Elementary School</u>	<u>4950 N Harrison Ave, Fresno, CA 93704</u>	<u>DSA No.: n/a</u>
<u>Figarden Elementary School</u>	<u>6235 N Brawley Ave, Fresno, CA 93722</u>	<u>DSA No.: n/a</u>
<u>Lawless Elementary School</u>	<u>5255 N Reese Ave, Fresno, CA 93722</u>	<u>DSA No.: n/a</u>
<u>Malloch Elementary School</u>	<u>2251 W Morris Ave, Fresno, CA 93711</u>	<u>DSA No.: n/a</u>
<u>Manchester Elementary School</u>	<u>2305 E Dakota Ave, Fresno, CA 93726</u>	<u>DSA No.: 02-118843</u>
<u>Fort Miller Middle School</u>	<u>1302 E Dakota Ave., Fresno, CA 93704</u>	<u>DSA No.: 02-118842</u>
<u>Scandinavian Middle School</u>	<u>3216 N Sierra Vista Ave., Fresno, CA 93726</u>	<u>DSA No.: 02-118844</u>
<u>Wawona Middle School</u>	<u>4524 N Thorne Ave, Fresno, CA 93704</u>	<u>DSA No.: n/a</u>
<u>Duncan High School</u>	<u>4330 E Garland Ave, Fresno, CA 93726</u>	<u>DSA No.: 02-118841</u>

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 09, 2022

AGENDA ITEM A-17

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify Purchase Orders from December 01, 2021 through December 31, 2021, and Zero Dollar Contracts

ITEM DESCRIPTION: Included in the Board binders is information on purchase orders issued from December 1, 2021 through December 31, 2021. 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.

For the reported dates, no purchase orders are identified that may present a potential conflict of interest for an individual Board member. 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.

Also attached and included for ratification is a list of zero dollar contracts that specify terms but where no funds will be exchanged between Fresno Unified and other entities. The contracts are available for review in the Board Office.

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: Karin Temple,
Chief Operating Officer

SUPERINTENDENT APPROVAL:





THE FOLLOWING PURCHASE ORDERS ARE FOR \$10,000 OR MORE

**PURCHASE ORDERS DATED
DECEMBER 01, 2021 TO DECEMBER 31, 2021
RATIFICATION DATE MARCH 09, 2022**

VENDOR/AUTHORITY	DEPT	PO NUMBER	FUND	UNIT	AMOUNT
A-1 AUTO ELECTRIC	0925	740731	030	7230	\$71,663.60
BELOW BID LIMIT (PCC 20111)					
A-1 AUTO ELECTRIC	0925	748708	030	7230	\$16,800.60
BELOW BID LIMIT (PCC 20111)					
ALL SIGNS	0790	742135	060	7425	\$10,000.00
BELOW BID LIMIT (PCC 20111)					
A-MARK T-SHIRT, INC.	0241	748028	030	0128	\$20,480.54
BELOW BID LIMIT (PCC 20111)					
AMWINS GROUP BENEFITS	0880	748559	670	0841	\$4,250,000.00
BOE 12/08/21 A-5					
A-PLUS SIGNS, INC.	0920	748794	030	0188	\$21,397.98
BOE 01/08/14 A-10 (CUPCCAA)					
A-PLUS SIGNS, INC.	1578	748250	350	0912	\$24,047.87
BOE 01/08/14 A-10 (CUPCCAA)					
AT&T MOBILITY	0241	AT000043075	060	3210	\$45,500.00
BOE 06/02/21 A-13 (PIGGYBACK)					
BERTZ-ROSA	0850	748603	030	0681	\$10,500.00
BELOW BID LIMIT (PCC 20111)					
BLAIR CHURCH & FLYNN	1535	748501	350	0917	\$283,900.00
RFQ 20-14 SECTION 1					
BLAIR CHURCH & FLYNN	1561	561517	350	0917	\$12,460.00
RFQ 17-05					
BMV CONSTRUCTION GROUP, INC.	1145	696634	350	0913	\$45,800.20
BID 21-11					
BOSCO FUNDRAISING, LLC	0325	743976	080	8210	\$11,649.10
BELOW BID LIMIT (PCC 20111)					
BOSCO FUNDRAISING, LLC	0535	748134	080	8210	\$14,366.90
BELOW BID LIMIT (PCC 20111)					
BW INDUSTRIES	0885	741436A	030	0140	\$100,000.00
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CA TEACHING FELLOWS FOUNDATION	0790	747943	060	7425	\$300,000.00
BOE 11/17/21 A-10					
CALIFORNIA SCHOOL MANAGEMENT GROUP	0923	748560	030	0140	\$115,000.00
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CATERING BY CHEF PEARSON	0725	741600	030	0173	\$10,000.00
BELOW BID LIMIT (PCC 20111)					
CDW GOVERNMENT, INC.	0005	747889	030	7090	\$11,178.71
BOE 06/02/21 A-13 (PIGGYBACK)					
CDW GOVERNMENT, INC.	0070	748402	030	7091	\$24,659.36
BOE 06/02/21 A-13 (PIGGYBACK)					

CDW GOVERNMENT, INC. BOE 06/02/21 A-13 (PIGGYBACK)	1891	748149	030	0716	\$23,702.05
CDW GOVERNMENT, INC. BOE 06/02/21 A-13 (PIGGYBACK)	1891	748740	030	0716	\$14,627.25
CENCAL SERVICES, INC. BOE 01/08/14 A-10 (CUPCCAA)	1440	748171	350	0917	\$22,250.00
CENTRAL SANITARY SUPPLY CO., INC BOE 06/02/21 A-13 (PIGGYBACK)	1891	748308	030	0716	\$19,173.94
CIVIC EDUCATION CENTER BELOW BID LIMIT (PCC 20111)	0860	748440	030	0693	\$10,000.00
CKEPUSA, LLC BOE 06/02/21 A-13 (PIGGYBACK)	1250	748235	350	0916	\$11,268.40
COLORADO TIME SYSTEMS, LLC BELOW BID LIMIT (PCC 20111)	1185	748719	350	0917	\$26,250.37
CORWIN PRESS BOE 08/11/21 A-6 (BUNDLED CONTRACTS)	0010	748117	060	3182	\$40,000.00
CREATIVE FOOD INNOVATIONS, LLC BID 20-58	1910	748539	130	5310	\$46,800.00
DAVE CHRISTIAN CONST. CO., INC. BOE 01/08/14 A-10 (CUPCCAA)	1450	748210	350	0917	\$10,900.00
DAVID A. BUSH, INC. BOE 01/08/14 A-10 (CUPCCAA)	1185	747875	350	0917	\$21,644.00
DAVID KNOTT, INC./FIG GARDEN ROCKERY BELOW BID LIMIT (PCC 20111)	0919	748236	060	8150	\$10,000.00
DAVIS EDUCATION, INC. BOE 09/08/21 A-12	0710	748120	030	0152	\$104,000.00
DAVIS MORENO CONSTRUCTION, INC. BOE 01/08/14 A-10 (CUPCCAA)	1305	748753	350	0913	\$27,796.99
DEAF COMMUNITY SERVICES OF SAN DIEGO BOE 06/16/21 B-44 (BUNDLED CONTRACTS)	0787	748788	680	0851	\$19,750.00
DEVELOPMENT GROUP, INC. RFP 21-19	0923	748689	060	7422	\$150,666.93
DONNA M. LOPEZ, DBA DONNAS INSTRUCTION HUB, LLC BELOW BID LIMIT (PCC 20111)	0925	746380	030	7230	\$12,125.00
EATON INTERPRETING SERVICES, INC. BELOW BID LIMIT (PCC 20111)	0785	748714	680	0851	\$12,412.00
EKC ENTERPRISES, INC. BID 21-52	0919	748223	060	8150	\$30,464.40
EKC ENTERPRISES, INC. BELOW BID LIMIT (PCC 20111)	0919	748446	060	8150	\$10,499.85
EKC ENTERPRISES, INC. BELOW BID LIMIT (PCC 20111)	1450	748070	350	0917	\$11,073.24
ENCORE DATA PRODUCTS BELOW BID LIMIT (PCC 20111)	1891	748151	030	0716	\$18,137.79
FOLLETT HIGHER EDUCATION GROUP, INC. INSTRUCTIONAL MATERIALS (PCC 20118.3)	0710	748324	060	6388	\$45,000.00

FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	0880	741316	680	0851	\$15,000.00
BELOW BID LIMIT (PCC 20111)					
FRESNO NEON SIGN COMPANY, INC.	1335	748207	350	0917	\$116,096.00
BOE 01/08/14 A-10 (CUPCCAA)					
GC BUILDERS	1421	748569	350	0917	\$52,875.00
BOE 01/08/14 A-10 (CUPCCAA)					
GEIL ENTERPRISES, INC.	1561	743034	350	0917	\$30,000.00
RFP 20-31					
GIBBS INTERNATIONAL TRUCKS	0919	742798	060	8150	\$13,578.63
BOE 06/02/21 A-13 (PIGGYBACK)					
GIBBS INTERNATIONAL TRUCKS	1910	746332	130	5320	\$15,169.00
BOE 06/02/21 A-13 (PIGGYBACK)					
GOLD STAR FOODS, INC.	1910	748382	130	5310	\$26,028.80
BID 20-58					
GOLD STAR FOODS, INC.	1910	748474	130	5310	\$23,073.60
BID 20-58					
GOLDEN BAY FENCE PLUS IRON WORKS, INC.	1230	748088	350	0917	\$377,338.00
BID 22-10					
GONZALEZ ARCHITECTS, INC.	1210	748502	350	0917	\$10,000.00
RFQ 20-13					
GOODMAN FOODS	1910	747951	130	5310	\$16,137.60
BID 20-58					
HARDIN ENGINEERING GROUP	1185	748499	350	0917	\$27,500.00
RFQ 20-14 SECTION 2					
HOFFMAN ELECTRONIC SYSTEMS	1185	748241	350	0917	\$10,320.34
BELOW BID LIMIT (PCC 20111)					
HORN PHOTO, INC.	0710	747897	060	3550	\$6,344.97
HORN PHOTO, INC.	0710	747897	060	6388	\$6,344.92
BELOW BID LIMIT (PCC 20111)					
HOUGHTON MIFFLIN COMPANY	1748	748736	060	6300	\$29,053.65
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
HUELING M LEE DBA ADAPTED PARTNERS	0700	748042	060	3010	\$14,900.00
BELOW BID LIMIT (PCC 20111)					
INNOVATION COMMERCIAL FLOORING	1440	748212	350	0917	\$21,593.75
BOE 01/08/14 A-10 (CUPCCAA)					
J.M. SMUCKER, LLC	1910	748381	130	5310	\$48,612.57
BID 21-06					
JESSICA WERNER, DBA NORTH SHORE CONSULTING	0429	748052	060	4035	\$10,200.00
BELOW BID LIMIT (PCC 20111)					
JOHNSTONE SUPPLY	0710	748064	060	6388	\$21,112.58
BELOW BID LIMIT (PCC 20111)					
JORGENSEN & COMPANY, INC.	1891	748774	030	0716	\$14,179.77
BELOW BID LIMIT (PCC 20111)					
KEY2ED, INC.	0787	747942	060	3395	\$33,750.00
BOE 11/17/21 A-15					

KNORR SYSTEMS, INC.	0919	748296	060	8150	\$15,844.27
BELOW BID LIMIT (PCC 20111)					
MAD ILLUSTRATORS	0725	743943	030	0179	\$10,000.00
BELOW BID LIMIT (PCC 20111)					
MAGDALENO MENTORING & COACHING	0700	748131	060	3010	\$14,900.00
BELOW BID LIMIT (PCC 20111)					
MANAGEBAC, INC.	0700	748568	030	0195	\$13,018.34
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
MARK WILSON CONSTRUCTION, INC.	1415	703317	350	0917	\$14,711.70
RFQ 20-14 SECTION 14					
MCKESSON MEDICAL-SURGICAL	0710	748471	060	6388	\$14,611.09
BOE 06/02/21 A-13 (PIGGYBACK)					
METEOR EDUCATION, LLC	0055	747898	030	0125	\$10,662.98
METEOR EDUCATION, LLC	0055	747898	030	0181	\$10,663.01
BOE 06/02/21 A-13 (PIGGYBACK)					
METEOR EDUCATION, LLC	0335	748358	030	7090	\$11,856.04
BOE 06/02/21 A-13 (PIGGYBACK)					
METEOR EDUCATION, LLC	1440	748524	350	0917	\$22,904.95
BOE 06/02/21 A-13 (PIGGYBACK)					
MINUTEMAN PRESS	0790	740946	060	7425	\$25,000.00
BELOW BID LIMIT (PCC 20111)					
MINUTEMAN PRESS	0796	740211	030	0667	\$10,000.00
BELOW BID LIMIT (PCC 20111)					
MIRACLE PLAYSYSTEMS, INC.	1320	748322	350	0917	\$130,015.88
BOE 06/02/21 A-13 (PIGGYBACK)					
MISSION SPRINGS CAMPS & CONFERENCE CTR., INC.	0725	748122	030	0173	\$13,230.00
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
NATIONAL UNIVERSITY	0702	748345	060	9075	\$470,000.00
BOE 10/27/21 A-21					
NAVEX GLOBAL, INC.	0852	748520	030	0315	\$56,200.42
BOE 12/08/21 A-24					
NEW ENGLAND SHEET METAL AND MECHANICAL CO.	1250	748307	350	0917	\$24,609.24
BOE 01/08/14 A-10 (CUPCCAA)					
NEW ENGLAND SHEET METAL AND MECHANICAL CO.	1421	700768	140	6205	\$27,109.00
BID 21-28					
OFFICE DEPOT	0505	OD000044167	030	7090	\$10,000.00
BOE 06/02/21 A-13 (PIGGYBACK)					
PLASTIC CONNECTIONS, INC.	1910	748214	130	5310	\$23,498.68
BID 21-03					
PLATINUM GROUP, THE	1910	748213	130	5310	\$39,791.00
BID 21-03					
PLATINUM GROUP, THE	1910	748310	130	5310	\$117,720.11
EMERGENCY (PCC 1102)					
PRE SORT CENTER OF STOCKTON, INC.	0880	747879	670	0841	\$15,000.00
BOE 06/02/21 A-13 (PIGGYBACK)					

RENEE YA DBA TIGER BYTE STUDIOS, LLC BELOW BID LIMIT (PCC 20111)	0758	748008	060	7425	\$14,995.00
REVOLUTION CNG, INC. BOE 01/08/14 A-10 (CUPCCAA)	0925	748750	030	7230	\$50,690.56
SALEM ENGINEERING GROUP, INC. RFQ 20-14 SECTION 9	1250	696972	350	0916	\$15,164.26
SAN DIEGO UNIVERSITY RESEARCH FOUNDATION BOE 10/27/21 A-21	0702	748180	060	9075	\$470,000.00
SCHOOL SPECIALTY, LLC BOE 06/02/21 A-13 (PIGGYBACK)	1005	748228	350	0913	\$49,661.83
SCHOOL SPECIALTY, LLC BOE 06/02/21 A-13 (PIGGYBACK)	1005	748240	350	0913	\$56,583.07
SCHWAN'S FOOD SERVICE BID 21-06	1910	748490	130	5310	\$14,803.20
SCHWAN'S FOOD SERVICE BID 21-06	1910	748497	130	5310	\$14,803.20
SIGNATURE SOLUTIONS INSTRUCTIONAL MATERIALS (PCC 20118.3)	0725	748715	030	0171	\$24,900.00
SOUND CONTRACTING, INC. BELOW BID LIMIT (PCC 20111)	1055	748525	350	0917	\$14,608.77
STATE ARCHITECT, DIVISION OF PUBLIC AUTHORITY (PCC 10103)	1145	748192	350	0912	\$129,124.00
STATE ARCHITECT, DIVISION OF PUBLIC AUTHORITY (PCC 10103)	1440	748191	350	0917	\$19,350.00
STRATEGIC MECHANICAL, INC. BOE 01/08/14 A-10 (CUPCCAA)	0919	703932A	060	8150	\$12,140.00
STRATEGIC MECHANICAL, INC. BID 22-14	1010	748230	350	0917	\$275,500.00
STRATEGIC MECHANICAL, INC. BID 22-15	1145	748231	350	0917	\$270,000.00
STRATEGIC MECHANICAL, INC. BID 22-23	1455	748815	350	0917	\$84,000.00
SWIVL, INC. DBA SATARII, INC. BELOW BID LIMIT (PCC 20111)	0701	748820	060	3210	\$51,899.66
SYSCO OF CENTRAL CALIFORNIA BOE 12/08/21 A-15 (PIGGYBACK)	1910	748481	130	5310	\$750,000.00
SYSCO OF CENTRAL CALIFORNIA BOE 12/08/21 A-15 (PIGGYBACK)	1910	748551	130	5310	\$21,561.65
TEMPLE-ANDERSON-MOORE ARCHITECTS, LLP RFQ 20-13	1905	747974	400	0915	\$15,000.00
TETER ARCHITECTS, LLP RFQ 20-14 SECTION 2	0919	748503	350	0917	\$156,500.00
TRAUMA RESOURCE INSITUTE	0810	748807	030	0500	\$650.00
TRAUMA RESOURCE INSITUTE	0810	748807	030	0641	\$650.00
TRAUMA RESOURCE INSITUTE	0810	748807	060	3010	\$3,600.00
TRAUMA RESOURCE INSITUTE	0810	748807	060	5630	\$1,650.00

TRAUMA RESOURCE INSITUTE BELOW BID LIMIT (PCC 20111)	0810	748807	060	7425	\$6,600.00
ULINE BELOW BID LIMIT (PCC 20111)	0130	748742	030	7090	\$11,763.21
ULINE BELOW BID LIMIT (PCC 20111)	1910	748688	130	5310	\$15,169.00
VALLEY FENCE COMPANY BOE 01/08/14 A-10 (CUPCCAA)	1185	747787	350	0912	\$17,633.00
VALLEY FENCE COMPANY BOE 01/08/14 A-10 (CUPCCAA)	1500	748484	350	0917	\$13,878.00
VIKING ENTERPRISES BOE 01/08/14 A-10 (CUPCCAA)	0335	748567	030	7090	\$14,350.00
VIKING ENTERPRISES BOE 01/08/14 A-10 (CUPCCAA)	1235	748624	140	6205	\$71,999.00
YOUSCIENCE, LLC BELOW BID LIMIT (PCC 20111)	0710	748720	030	0152	\$14,850.00

THE FOLLOWING PURCHASE ORDERS ARE UNDER \$10,000

**PURCHASE ORDERS DATED
DECEMBER 01, 2021 TO DECEMBER 31, 2021
RATIFICATION DATE MARCH 09, 2022**

VENDOR/AUTHORITY	DEPT	PO NUMBER	FUND	UNIT	AMOUNT
4IMPRINT, INC.	0135	748492	030	0172	\$597.09
4IMPRINT, INC.	0135	748492	030	0643	\$597.07
4N6 FANATICS.COM, LLC	0055	748415	030	0125	\$150.00
A R TRANSMISSION, INC.	0897	748300	030	0716	\$3,730.84
A&A TEXTILES	1400	748646	030	7394	\$1,000.00
A&E INDUSTRIAL CLEANING EQUIP.	0919	748679	060	8150	\$2,322.81
A&E INDUSTRIAL CLEANING EQUIP.	1920	748443	680	0851	\$1,592.75
AACTE /AMER. ASSOC.COLLEGES FOR TEACHER EDUC.	0701	747968	060	3010	\$1,398.28
AACTE /AMER. ASSOC.COLLEGES FOR TEACHER EDUC.	0701	747968	060	5827	\$1,397.86
AACTE /AMER. ASSOC.COLLEGES FOR TEACHER EDUC.	0701	747968	060	5828	\$1,397.86
ACE TROPHY SHOP	0565	743245	080	8210	\$805.00
ADI - HONEYWELL INTERNATIONAL	0919	748314	060	8150	\$4,414.29
AIRWAYS GOLF COURSE	0235	748046	030	0172	\$500.00
ALCARAZ, ANTHONY	0125	748526	030	0124	\$12.97
ALL AMERICAN SPORTS USA	0045	747869	030	0172	\$3,850.83
ALL AMERICAN SPORTS USA	0415	748390	030	7090	\$810.46
ALL AMERICAN SPORTS USA	0417	747999	030	0171	\$2,885.43
ALLARD'S, INC.	0395	748612	030	7090	\$1,500.00
ALLARD'S, INC.	0727	748724	030	0169	\$5,077.39
ALLARD'S, INC.	0850	748208	030	0674	\$1,150.00
ALLIED STORAGE CONTAINERS, INC.	1155	748587	350	0913	\$1,183.18
ALL-PHASE/MEDALLION SUPPLY	1910	748232	130	5310	\$644.68
ALL-PHASE/MEDALLION SUPPLY	1910	748614	130	5310	\$637.10
A-MARK T-SHIRT, INC.	0100	748761	030	7090	\$5,000.00
A-MARK T-SHIRT, INC.	0208	748418	080	8210	\$346.76
A-MARK T-SHIRT, INC.	0220	748007	030	7090	\$1,035.26
A-MARK T-SHIRT, INC.	0230	741182	030	7090	\$5,000.00
A-MARK T-SHIRT, INC.	0335	748425	060	6385	\$4,870.33
A-MARK T-SHIRT, INC.	0385	744849	080	8210	\$2,500.00
A-MARK T-SHIRT, INC.	0430	748144	080	8210	\$2,000.00
A-MARK T-SHIRT, INC.	0445	747936	030	0172	\$3,000.00
A-MARK T-SHIRT, INC.	0475	743060	030	7090	\$5,000.00
AMAZON CAPITAL SERVICES	0790	747908	060	7425	\$2,761.30
AMAZON CAPITAL SERVICES	0796	748325	030	0667	\$105.84
AMAZON CAPITAL SERVICES	0810	748388	030	0642	\$327.72
AMAZON CAPITAL SERVICES	1748	748229	060	3010	\$226.29
AMERICAN EAGLE ENTERPRISES	0919	748505	060	8150	\$4,485.00
AMERICAN EAGLE ENTERPRISES	0919	748507	060	8150	\$1,650.00

AMERICAN LIBRARY ASSOCIATION	0417	748098	030	0625	\$452.20
AMERICAN SPEECH-LANGUAGE HEARING ASSN.	0781	748781	060	9017	\$4,500.00
AMERICAN T'S	0120	748335	030	0172	\$198.68
AMF BOWLING CENTERS / BOWLERO	0701	747714A	030	0606	\$417.00
ANCORA PUBLISHING	0617	748621	060	3010	\$104.34
ANDRES ARTURO BRAVO FERNANDEZ	0055	748091	030	0125	\$3,555.81
ANDRES ARTURO BRAVO FERNANDEZ	0055	748091	030	0172	\$3,800.00
ANNA G. GUERRA	1561	748063	350	0913	\$400.00
ANNA G. GUERRA	1905	748006	400	0915	\$1,000.00
ARCHER AND HOUND	0185	748049	070	0761	\$487.58
ARTISAN MARKETING GROUP	0810	748020	030	0141	\$1,000.00
ARTISAN MARKETING GROUP	0810	748576	030	0640	\$606.76
ARTWORKZ, EMBROIDERY & SCREEN PRINTING	0235	748659	030	0181	\$1,000.00
ASCD	0701	747417	060	3010	\$356.43
ASIAN SUPERMARKET	0035	746256	030	7090	\$1,000.00
ASIAN SUPERMARKET	0567	748694	030	7099	\$500.00
AT&T MOBILITY	0241	748821	060	3210	\$8,600.00
AVELAR, RICARDO	0790	748575	060	7425	\$153.14
B & H PHOTO-VIDEO, INC.	0055	748158	030	0125	\$597.63
B & H PHOTO-VIDEO, INC.	0145	748811	030	7090	\$452.96
B & H PHOTO-VIDEO, INC.	0185	748397	030	0125	\$470.92
B & H PHOTO-VIDEO, INC.	0710	747877	060	3550	\$7,159.41
B & H PHOTO-VIDEO, INC.	0710	748143	060	3550	\$3,703.08
B & H PHOTO-VIDEO, INC.	0710	748145	060	6388	\$544.72
B & H PHOTO-VIDEO, INC.	0710	748625	060	6388	\$3,211.44
B & H PHOTO-VIDEO, INC.	0710	748675	060	6388	\$863.27
B & H PHOTO-VIDEO, INC.	0811	747946	060	7085	\$728.23
B & H PHOTO-VIDEO, INC.	0860	746721	030	0694	\$0.72
B & H PHOTO-VIDEO, INC.	0860	748349	030	0694	\$1,053.41
BA FARMS	1910	748254	130	5310	\$5,000.00
BACKFLOW DISTRIBUTORS, INC.	0919	748077	060	8150	\$693.10
BALLOONS ARE EVERYWHERE, INC.	0455	744771	030	0171	\$75.50
BARNES & NOBLE, INC.	0045	748201	030	7099	\$3,000.00
BARNES & NOBLE, INC.	0055	748203	030	0625	\$1,000.00
BARNES & NOBLE, INC.	0145	748252	030	0625	\$1,500.00
BARNES & NOBLE, INC.	0190	748379	030	7140	\$43.29
BARNES & NOBLE, INC.	0340	748251	080	8210	\$1,000.00
BARNES & NOBLE, INC.	0395	747880	030	0125	\$568.02
BARNES & NOBLE, INC.	0415	748211	030	7090	\$2,953.07
BARNES & NOBLE, INC.	0423	748710	060	3182	\$225.15
BARNES & NOBLE, INC.	0445	748403	030	7140	\$500.00
BARNES & NOBLE, INC.	0710	747958	060	6388	\$1,000.00
BARNES & NOBLE, INC.	0710	748009	030	0152	\$21.62
BARNES & NOBLE, INC.	0710	748163	030	0152	\$21.66
BATTERIES PLUS	0919	740681	060	8150	\$2,000.00
BERTZ-ROSA	0700	748702	030	0606	\$5,500.00
BETTER FLOORING, INC.	0919	748304	060	8150	\$9,583.15

BETTER FLOORING, INC.	1440	748472	350	0917	\$2,466.57
BIGGER FASTER & STRONGER, INC.	0145	748135	030	7090	\$2,988.00
BILLY TEES, INC.	0055	747899	030	0172	\$3,085.00
BJ'S RESTAURANT CORP.	0188	748040	030	7090	\$439.90
BLAIR CHURCH & FLYNN	1421	744095	350	0912	\$4,500.00
BOBBY SALAZARS	0421	743776	030	0125	\$1,200.00
BOBBY SALAZARS	0812	748555	030	0137	\$183.98
BOBBY SALAZAR'S/BLACKSTONE, DBA, A & M BROS, LLC	0015	747918	030	7090	\$350.00
BOBBY SALAZAR'S/BLACKSTONE, DBA, A & M BROS, LLC	0015	748648	030	0111	\$550.00
BOBBY SALAZAR'S/BLACKSTONE, DBA, A & M BROS, LLC	0120	746677	030	7090	\$400.00
BOBBY SALAZAR'S/BLACKSTONE, DBA, A & M BROS, LLC	0145	748173	030	7090	\$500.00
BOBBY SALAZAR'S/BLACKSTONE, DBA, A & M BROS, LLC	0240	748045	030	0128	\$2,500.00
BOBBY SALAZAR'S/BLACKSTONE, DBA, A & M BROS, LLC	0455	748693	030	0114	\$750.00
BOBBY SALAZAR'S/BLACKSTONE, DBA, A & M BROS, LLC	0930	748577	030	0720	\$227.50
BODEK AND RHODES, INC.	0230	748257	030	7090	\$1,000.00
BOSCO FUNDRAISING, LLC	0120	748480	080	8210	\$1.00
BRAINPOP.COM, LLC	0170	748089	030	7090	\$2,395.00
BRAINPOP.COM, LLC	0210	748352	060	3182	\$3,250.00
BRAINPOP.COM, LLC	0450	748138	060	3010	\$3,250.00
BROAD REACH	0455	748377	030	0625	\$406.01
BUCHANAN HIGH SCHOOL	0395	748267	030	0172	\$350.00
BULLARD HIGH SCHOOL	0055	747950	030	0125	\$600.00
CADA CENTRAL	0170	747857	030	0173	\$1,197.00
CADA CENTRAL	0235	747980	030	7090	\$2,196.00
CADA CENTRAL	0395	748582	030	7090	\$1,197.00
CALIF BAND DIRECTORS ASSOC.	0727	748743	030	0168	\$500.00
CALIFORNIA DEPARTMENT OF ED.	0925	748755	030	7230	\$35.00
CALIFORNIA DEPT OF EDUCATION	1910	748027	130	5310	\$700.00
CALIFORNIA DEPT OF EDUCATION	1910	748062	130	5310	\$700.00
CALIFORNIA SCIENCE LEAGUE	0030	747922	030	0171	\$85.00
CALIFORNIA STATE UNIV. FRESNO	0700	748255	060	3010	\$3,375.00
CALIFORNIA STATE UNIV. FRESNO	0421	748459	030	7090	\$320.00
CALVERT CATERING, DBA APPLE SPICE	0235	741762	030	7090	\$1,200.00
CALVERT CATERING, DBA APPLE SPICE	0710	748185	030	0152	\$2,000.00
CALVIN CREST CAMP	0725	748035	030	0173	\$6,825.00
CALVIN CREST CAMP	0725	748658	030	0173	\$7,085.00
CAPITAL COLLECTIONS, LLC	1923	740553A	030	0734	\$1,000.00
CAPTUREIT! IMPRINTING	0505	747860	030	7099	\$1,820.28
CARMEN MORENO	0700	748806	060	3010	\$1,000.00
CASA CORONA	0125	748072	030	0124	\$450.00
CATERING BY CHEF PEARSON	0702	748718	060	9075	\$1,000.00
CBIZ OPERATIONS, INC.	0880	748428	680	0851	\$8,500.00

CCAA	0130	748608	030	7090	\$501.00
CCAA	0235	747924	030	0172	\$271.50
CCAA	0235	748268	030	0172	\$93.50
CCAE /CALIF. COUNCIL FOR ADULT EDUCATION	0705	748037	110	6390	\$500.00
CDW GOVERNMENT, INC.	0025	748219	030	7090	\$511.95
CDW GOVERNMENT, INC.	0070	748404	030	7091	\$2,480.21
CDW GOVERNMENT, INC.	0120	748676	030	7099	\$939.39
CDW GOVERNMENT, INC.	0145	748222	030	0125	\$921.89
CDW GOVERNMENT, INC.	0145	748500	030	0125	\$732.98
CDW GOVERNMENT, INC.	0150	748014	030	0113	\$9,559.38
CDW GOVERNMENT, INC.	0150	748627	060	3010	\$9,559.38
CDW GOVERNMENT, INC.	0170	748460	030	0625	\$355.12
CDW GOVERNMENT, INC.	0195	748220	030	7099	\$227.54
CDW GOVERNMENT, INC.	0215	748564	030	7099	\$5,460.42
CDW GOVERNMENT, INC.	0225	748069	030	7090	\$511.96
CDW GOVERNMENT, INC.	0235	747888	030	7090	\$204.78
CDW GOVERNMENT, INC.	0335	748770	030	7090	\$184.20
CDW GOVERNMENT, INC.	0340	748146	030	7099	\$893.89
CDW GOVERNMENT, INC.	0340	748147	030	7090	\$467.26
CDW GOVERNMENT, INC.	0340	748147	030	7099	\$155.75
CDW GOVERNMENT, INC.	0355	748630	030	7090	\$45.51
CDW GOVERNMENT, INC.	0422	747947	030	0110	\$102.39
CDW GOVERNMENT, INC.	0422	748017	030	0110	\$270.87
CDW GOVERNMENT, INC.	0430	748013	030	0110	\$63.93
CDW GOVERNMENT, INC.	0530	748844	030	7090	\$409.56
CDW GOVERNMENT, INC.	0565	748148	060	3010	\$908.79
CDW GOVERNMENT, INC.	0575	748772	030	7090	\$113.88
CDW GOVERNMENT, INC.	0575	748772	060	3010	\$882.25
CDW GOVERNMENT, INC.	0700	748691	030	0606	\$527.59
CDW GOVERNMENT, INC.	0700	748691	060	3010	\$527.58
CDW GOVERNMENT, INC.	0730	748012	060	9017	\$612.72
CDW GOVERNMENT, INC.	0790	748816	060	7425	\$2,146.41
CDW GOVERNMENT, INC.	0794	748456	030	0663	\$495.70
CDW GOVERNMENT, INC.	0850	748506	030	0681	\$909.64
CDW GOVERNMENT, INC.	0852	748513	030	0602	\$1,362.33
CDW GOVERNMENT, INC.	0885	747954	030	0140	\$623.00
CDW GOVERNMENT, INC.	0886	748565	030	0140	\$6,400.29
CDW GOVERNMENT, INC.	0919	748847	060	8150	\$654.98
CDW GOVERNMENT, INC.	1195	748279	030	7394	\$204.78
CDW GOVERNMENT, INC.	1370	748771	060	3010	\$3,000.21
CDW GOVERNMENT, INC.	1891	740237	030	0716	\$3,132.20
CDW GOVERNMENT, INC.	1910	748399	130	5310	\$595.93
CELLULAR ACCESSORIES FOR LESS	0785	748713	060	6500	\$4,618.20
CENCAL SERVICES, INC.	0924	748477	060	8150	\$1,500.00
CENTRAL SANITARY SUPPLY CO., INC.	1891	745896	030	0716	\$3,917.73
CENTRAL SANITARY SUPPLY CO., INC.	1910	748631	130	5310	\$958.90
CENTRAL STAR MARKETING, LLC	0185	748426	060	4124	\$1,612.25

CENTRAL STAR MARKETING, LLC	0701	748496	030	0606	\$794.14
CENTRAL VALLEY SPORTS, LLC	0270	741896	030	0172	\$4,000.00
CENTRAL VALLEY SPORTS, LLC	0310	748116	030	0110	\$1,293.00
CENTRAL VALLEY SPORTS, LLC	0450	748125	030	0172	\$3,500.00
CENTRAL VALLEY SPORTS STITCH & INK	0421	747870	030	0171	\$1,456.22
CENTRAL VALLEY SPORTS STITCH & INK	0421	748000	030	0171	\$2,184.34
CHARTER SCHOOLS DEVEL. CENTER	0012	748396	030	0134	\$695.00
CHILDREN'S PLUS, INC.	0225	748371	060	3010	\$3,047.31
CHILDREN'S PLUS, INC.	0225	748640	030	7091	\$1,476.79
CHILDREN'S PLUS, INC.	0310	748734	060	3010	\$7,997.98
CHILDREN'S PLUS, INC.	1005	748668	060	3010	\$403.82
CHILDREN'S PLUS, INC.	1200	748707	060	3010	\$4,466.97
CHILDREN'S PLUS, INC.	1380	748172	060	3010	\$2,796.26
CHILDS AND CO., INC.	0919	748074	060	8150	\$1,366.00
CIF CENTRAL SECTION	0235	748512	030	0172	\$250.00
CIF CENTRAL SECTION	0335	748337	030	0172	\$238.75
CITY OF FRESNO/FAX	0880	748303	680	0851	\$108.00
CITY OF FRESNO/WATER DIV.	0919	748798	060	8150	\$2,000.00
CITY SERVICE LIGHTING	0919	748571	060	8150	\$4,690.00
CKEPUSA, LLC	1910	748645	130	5310	\$2,372.01
CKEPUSA, LLC	1910	748800	130	5310	\$4,245.00
CLAY MIX	0395	748817	070	0761	\$8,697.52
CLINTON BUSINESS AND CONFERENCE CENTER, LLC	0796	747881	030	0667	\$1,835.00
CLOVIS EAST HIGH SCHOOL	0235	748269	030	0172	\$135.00
CLOVIS HIGH SCHOOL	0145	748338	030	0172	\$1,450.00
CLOVIS HIGH SCHOOL	0421	747973	030	0172	\$1,450.00
CLOVIS WEST HIGH SCHOOL	0335	747930	030	0172	\$100.00
COMPUGRAPH INTERNATIONAL	1400	747941	030	7394	\$600.00
CONSTANT CONTACT	0710	747890	030	0152	\$588.00
COOL SCHOOL FOLDER COMPANY	0420	743516	060	3010	\$69.75
CORE BUSINESS INTERIORS, INC.	0700	748739	030	0144	\$508.70
CORE BUSINESS INTERIORS, INC.	0700	748739	030	0606	\$508.71
COURTESY MOVING SERVICE	1440	748810	350	0917	\$189.61
CSUF FRESNO FOUNDATION	0095	748029	030	0110	\$195.00
CSUF/DOWNING PLANETARIUM	0725	748031	030	0173	\$419.50
DARRELL WAYNE BLANKS	0701	747916	030	0606	\$500.00
DAVE & BUSTERS	0755	747489	030	0176	\$50.00
DAVE'S DONUT SHOP	0500	748124	030	7090	\$258.75
DAVID SOTO JR.	0455	748334	030	0171	\$500.00
DAVINCI'S PIZZA	0370	748667	030	0172	\$800.00
DAYLIGHT FOODS, INC.	1910	748331	130	5310	\$8,000.00
DECKER EQUIPMENT	0165	748080	080	8210	\$120.22
DELI DELICIOUS	0601	743671	030	0677	\$500.00
DEMCO, INC.	0150	747891	030	7090	\$423.23
DEMCO, INC.	0170	748469	030	0625	\$3,088.82
DEMCO, INC.	0395	747893	030	0625	\$4,430.87

DEMCO, INC.	0415	747884	030	0625	\$622.88
DEMCO, INC.	0567	748319	060	3010	\$436.69
DEMCO, INC.	1005	748674	060	3010	\$1,614.34
DEMCO, INC.	1020	743103	060	3010	\$32.72
DI CICCOS/KINGS CANYON	0135	748585	030	0111	\$500.00
DI CICCOS/KINGS CANYON	0150	747976	030	0113	\$724.69
DICICCO'S	0310	747970	030	0110	\$500.00
DICICCO'S	0601	747913	030	0500	\$1,500.00
DICICCO'S ITALIAN RESTAURANT	0895	748414	030	0716	\$500.00
DISCOUNT MAGAZINE SUBS SERVICE	0395	748453	030	0625	\$1,057.53
DISCOVERY CENTER THE	0725	747967	030	0173	\$1,335.00
DISCOVERY EDUCATION	0195	748280	030	7099	\$1,905.87
DL SIGN SYSTEMS	0420	748835	030	0171	\$580.92
DL SIGN SYSTEMS	0421	748422	030	7090	\$1,056.41
DOUGGY FRESH PIZZA	0145	748182	030	7090	\$500.00
DUMONT PRINTING, INC.	0575	748704	030	0171	\$426.59
DUMONT PRINTING, INC.	0575	748705	030	0171	\$407.59
DUMONT PRINTING, INC.	0575	748730	030	7091	\$2,039.99
DUMONT PRINTING, INC.	1055	748339	030	0500	\$1,056.41
EAGLESHIELD PEST CONTROL, INC.	1910	748264	130	5310	\$1,746.00
EAI EDUCATION	0395	748751	030	7140	\$929.32
EAI EDUCATION	0700	748752	030	0144	\$929.32
ECONOMY MOVERS	1235	744859	350	0916	\$645.00
ECONOMY MOVERS	1235	748434	350	0917	\$5,465.00
EDCITE, INC.	0700	748775	060	3010	\$2,394.00
EDPUZZLE, INC.	0145	748150	030	7090	\$1,600.00
EKC ENTERPRISES, INC.	0150	747849	030	0113	\$2,750.00
EKC ENTERPRISES, INC.	0725	748090	030	0173	\$850.00
EKC ENTERPRISES, INC.	0790	748818	030	0752	\$1,000.00
EKC ENTERPRISES, INC.	0919	748224	060	8150	\$5,077.40
EKC ENTERPRISES, INC.	1075	748075	350	0917	\$9,291.62
EKC ENTERPRISES, INC.	1098	748081	350	0917	\$6,509.01
EKC ENTERPRISES, INC.	1155	748082	350	0917	\$9,257.61
EKC ENTERPRISES, INC.	1225	748078	350	0917	\$7,509.01
EKC ENTERPRISES, INC.	1895	747892	030	0717	\$600.00
ELSMORE SPORTS, INC.	0185	747992	030	0125	\$7,241.26
ELSMORE SPORTS, INC.	0235	748602	030	0172	\$1,319.03
ENGINEERED CONTROLS, INC.	1235	748473	350	0916	\$2,920.00
ENTERPRISE RENT-A-CAR, INC.	0185	748435	030	0172	\$188.48
ENTERPRISE RENT-A-CAR, INC.	1910	748540	130	5310	\$5,000.00
ENVIRO CLEAN	1920	747872	680	0851	\$279.98
ENVIRO CLEAN	1920	748437	680	0851	\$4,280.26
ESPECIAL NEEDS, LLC	0785	748701	060	6500	\$2,867.62
EVOCHARGE, INC.	0919	748234	060	8150	\$998.38
EWING IRRIGATION PRODUCTS	0919	748238	060	8150	\$3,998.12
EXPOSURE SPORTS	0227	748417	060	5632	\$5,500.00
FAMILY PHOTO BOOTH	0455	748550	030	0171	\$225.00

FAN IN A BOX, LLC	0710	748656	030	0152	\$386.29
FCOE/ MOCK TRIAL	0055	748591	030	0125	\$725.00
FCOE/ACADEMIC DECATHLON	0055	748599	030	7090	\$880.00
FCOE/ACADEMIC DECATHLON	0235	747977	030	7090	\$800.00
FD OPCO, LLC DBA FAMOUS DAVES BBQ	0796	748118	030	0667	\$3,000.00
FERGUSON ENTERPRISES, INC.	0919	748239	060	8150	\$1,943.94
FIORE DI PASTA, INC.	1910	748832	130	5310	\$7,009.20
FIREBAUGH HIGH SCHOOL	0235	748270	030	0172	\$675.00
FIRST STRING SPORTS	0055	748597	030	0172	\$855.93
FIRST STRING SPORTS	0125	748711	030	0172	\$42.26
FIRST STRING SPORTS	0235	743767	030	0172	\$800.00
FIRST STRING SPORTS	0235	747981	030	0172	\$393.92
FIRST STRING SPORTS	0290	748604	030	0110	\$302.00
FIRST STRING SPORTS	0335	747882	030	0125	\$400.00
FIRST STRING SPORTS	0395	747863	030	0172	\$2,592.74
FIRST STRING SPORTS	0440	742492	030	7090	\$5,500.00
FIRST STRING SPORTS	0440	746391	030	7091	\$2,000.00
FIRST STRING SPORTS	0455	746775	030	0172	\$3,500.00
FIRST STRING SPORTS	1055	748047	030	0500	\$906.76
FITNESS FINDERS, INC.	0530	748827	030	7090	\$359.81
FLINN SCIENTIFIC, INC.	0145	748542	030	7090	\$340.87
FLINN SCIENTIFIC, INC.	0145	748639	030	7090	\$738.36
FLINN SCIENTIFIC, INC.	1748	747644	060	6300	\$420.06
FLINN SCIENTIFIC, INC.	1748	747645	060	6300	\$41.44
FLINN SCIENTIFIC, INC.	1748	747647	060	6300	\$208.86
FLUORESCO SERVICES, LLC	0155	748650	030	7090	\$211.33
FOCUS PACKAGING & SUPPLY CO.	1910	748535	130	5310	\$9,859.85
FOLLETT HIGHER EDUCATION GROUP, INC.	0230	748169	060	3010	\$5,000.00
FOLLETT HIGHER EDUCATION GROUP, INC.	0710	748326	060	6388	\$2,659.99
FOLLETT SCHOOL SOLUTIONS, INC.	0145	748245	030	0625	\$2,329.20
FOLLETT SCHOOL SOLUTIONS, INC.	0250	748609	060	3010	\$271.97
FOLLETT SCHOOL SOLUTIONS, INC.	0395	748016	030	0625	\$1,187.72
FOLLETT SCHOOL SOLUTIONS, INC.	0423	748164	060	3182	\$550.60
FOLLETT SCHOOL SOLUTIONS, INC.	0758	748634	030	0117	\$2,026.49
FOLLETT SCHOOL SOLUTIONS, INC.	0758	748635	030	0117	\$2,146.63
FOLLETT SCHOOL SOLUTIONS, INC.	0758	748636	030	0117	\$526.94
FOLLETT SCHOOL SOLUTIONS, INC.	0758	748638	030	0117	\$6,913.42
FOLLETT SCHOOL SOLUTIONS, INC.	1285	748317	060	3010	\$5,272.10
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	1440	748266	350	0917	\$8,640.00
FOSSIL DISCOVERY CENTER OF MADERA COUNTY	0725	747972	030	0173	\$2,659.00
FREESTYLE EVENT SERVICES	0130	748197	070	0761	\$3,045.00
FREESTYLE EVENT SERVICES	0235	748199	030	0181	\$2,487.50
FREESTYLE EVENT SERVICES	0575	748198	030	7090	\$1,150.00
FRESNO AG HARDWARE	0710	748531	030	0152	\$1,200.00
FRESNO BREAKFAST HOUSE, LLC	0380	748652	030	0110	\$500.00

FRESNO BREAKFAST HOUSE, LLC	0701	748259	030	0606	\$1,100.00
FRESNO CHAFFEE ZOO	0710	748141	030	0152	\$4,266.95
FRESNO CHAFFEE ZOO	0725	748033	030	0173	\$875.00
FRESNO CHAFFEE ZOO	0725	748084	030	0173	\$875.00
FRESNO CHAFFEE ZOO	0725	748085	030	0173	\$625.00
FRESNO CHAFFEE ZOO	0725	748657	030	0173	\$1,500.00
FRESNO CHAFFEE ZOO	0795	748489	030	0500	\$6,500.00
FRESNO CHAMBER OF COMMERCE	0710	748431	030	0152	\$260.00
FRESNO CO. SUPERINTENDENT OF SCHOOLS	0395	747873	030	7090	\$800.00
FRESNO HIGH SCHOOL	0145	748509	030	0172	\$650.00
FRESNO OXYGEN	0710	744494	060	6388	\$2,000.00
FRESNO WARRIORS BASEBALL	0421	748812	030	0172	\$650.00
FRONTLINE EDUCATION	0730	748101	060	9017	\$5,318.70
FRONTLINE EDUCATION	0730	748369	060	3210	\$7,200.00
FTP GOLF MANAGEMENT, LLC	0395	748271	030	0172	\$500.00
FUN AND FUNCTION	0422	747952	030	7099	\$2,848.85
FUNWORKS/KAREN GAINES	0420	748194	030	0171	\$600.00
G W SCHOOL SUPPLY	0005	748407	030	0113	\$400.00
G W SCHOOL SUPPLY	0015	747887	030	7090	\$1,000.00
G W SCHOOL SUPPLY	0020	748408	030	0110	\$100.00
G W SCHOOL SUPPLY	0035	748376	030	7090	\$300.00
G W SCHOOL SUPPLY	0045	748205	030	0113	\$200.00
G W SCHOOL SUPPLY	0045	748221	030	0113	\$300.00
G W SCHOOL SUPPLY	0145	748217	030	7090	\$190.00
G W SCHOOL SUPPLY	0155	748065	030	0113	\$545.00
G W SCHOOL SUPPLY	0155	748068	030	0113	\$250.15
G W SCHOOL SUPPLY	0155	748237	030	0113	\$532.55
G W SCHOOL SUPPLY	0170	748315	060	6500	\$200.00
G W SCHOOL SUPPLY	0175	748616	030	0110	\$200.00
G W SCHOOL SUPPLY	0200	748218	030	0110	\$175.00
G W SCHOOL SUPPLY	0220	748623	060	3010	\$499.45
G W SCHOOL SUPPLY	0230	743766	030	0124	\$500.00
G W SCHOOL SUPPLY	0290	748562	030	0110	\$270.98
G W SCHOOL SUPPLY	0290	748562	030	0113	\$895.02
G W SCHOOL SUPPLY	0430	748416	060	6500	\$200.00
G W SCHOOL SUPPLY	0430	748450	060	6500	\$200.00
G W SCHOOL SUPPLY	0430	748451	060	6500	\$200.00
G W SCHOOL SUPPLY	0430	748660	060	6500	\$200.00
G W SCHOOL SUPPLY	0440	748793	030	0114	\$500.00
G W SCHOOL SUPPLY	0470	747960	030	7099	\$200.00
G W SCHOOL SUPPLY	0553	748773	030	7090	\$300.00
G W SCHOOL SUPPLY	0567	748375	060	3010	\$250.00
G W SCHOOL SUPPLY	0567	748828	030	7090	\$500.00
G W SCHOOL SUPPLY	0575	748843	030	7090	\$1,000.00
G W SCHOOL SUPPLY	0811	748754	060	7085	\$4,178.00
G W SCHOOL SUPPLY	1005	748405	030	0192	\$500.00
G W SCHOOL SUPPLY	1005	748563	030	0192	\$378.00

GATEWAY FUND RAISING COMPANY	0500	748655	080	8210	\$2,171.00
GEIGER, DBA GEIGER BROS.	0365	702910A	080	8210	\$1,119.31
GEIL ENTERPRISES, INC.	0885	748333	030	0140	\$302.40
GHATTAS, SUZY	0335	748365	030	7090	\$103.02
GHIA XIONG PSY. D.	0700	748557	060	3010	\$1,000.00
GOLD STAR FOODS, INC.	1910	745710	130	5310	\$835.20
GOLD STAR FOODS, INC.	1910	747055	130	5310	\$2,303.16
GOLD STAR FOODS, INC.	1910	748519	130	5310	\$9,256.80
GOLD STAR FOODS, INC.	1910	748553	130	5310	\$1,499.50
GOLD STAR FOODS, INC.	1910	748554	130	5310	\$2,227.50
GOLD STAR FOODS, INC.	1910	748632	130	5310	\$604.50
GOLD STAR FOODS, INC.	1910	748633	130	5310	\$604.50
GOLD STAR FOODS, INC.	1910	748690	130	5310	\$4,636.80
GONZALEZ ARCHITECTS, INC.	0030	748589	030	0172	\$6,500.00
GOPHER	0005	748048	030	0172	\$717.35
GOPHER	0100	748813	030	7090	\$435.61
GOPHER	0145	748600	030	7090	\$1,603.87
GOPHER	0235	748272	030	0125	\$522.91
GOPHER	0335	747932	030	0125	\$701.77
GOPHER	0510	748136	030	7090	\$1,489.39
GOPHER	0785	747933	060	6500	\$720.42
GOTTSCHALK MUSIC CENTER	0505	748002	030	7090	\$2,206.76
GRADUATE SERVICES, LTD	0055	748336	030	0172	\$1,008.00
GRAINGER, INC.	0710	747895	060	6387	\$8,537.25
GRAINGER, INC.	0895	748782	030	0716	\$2,054.32
GRAINGER, INC.	1250	748107	350	0916	\$1,055.61
GRANITE DATA SOLUTIONS	0395	747894	030	7090	\$2,408.06
GRANITE DATA SOLUTIONS	0395	747896	030	7090	\$700.76
GRAPHIC COMMUNICATION	1891	748025	030	0716	\$377.40
GRAPHIC COMMUNICATION	1891	748746	030	0716	\$250.00
GRAYBAR ELECTRIC, INC.	1075	748289	350	0917	\$4,224.87
GRAYBAR ELECTRIC, INC.	1098	748455	350	0917	\$6,337.30
GRAYBAR ELECTRIC, INC.	1155	748510	350	0917	\$4,224.87
GRAYBAR ELECTRIC, INC.	1225	748454	350	0917	\$6,337.30
GRAYBAR ELECTRIC, INC.	1450	748290	350	0917	\$2,640.54
GRAYLIFT/CROMER EQUIPMENT	0897	748757	030	0716	\$3,884.35
GRAYLIFT/CROMER EQUIPMENT	0897	748783	030	0716	\$3,884.35
GRAYLIFT/CROMER EQUIPMENT	1910	748644	130	5310	\$3,249.14
GUITAR CENTER STORE, INC.	0335	747961	030	7090	\$300.00
HALE MEDICAL SUPPLY	1891	748389	030	0716	\$9,026.25
HARO ENTERTAINMENT	0055	748195	070	0761	\$800.00
HARO ENTERTAINMENT	0130	748558	070	0761	\$900.00
HCI SYSTEMS, INC.	0919	748161	060	8150	\$2,100.00
HCNYC	0130	748395	030	0125	\$50.00
HCNYC	0725	748642	030	0171	\$6,000.00
HENG CHAN SUN KIM, DBA JUDY'S DONUTS	0225	747964	030	0110	\$500.00
HEWITT'S RESTAURANT	0240	748043	030	0128	\$2,500.00

HEWITT'S RESTAURANT	0260	740807	030	7091	\$1,000.00
HEWITT'S RESTAURANT	0315	748093	030	7099	\$771.72
HEWITT'S RESTAURANT	0325	740670	030	7090	\$1,000.00
HEWITT'S RESTAURANT	1395	748671	030	0500	\$5,400.00
HOFFMAN ELECTRONIC SYSTEMS	1005	748601	350	0913	\$1,718.47
HOFFMAN ELECTRONIC SYSTEMS	1005	748607	350	0913	\$1,723.88
HOFFMAN ELECTRONIC SYSTEMS	1095	748593	350	0913	\$1,374.78
HOFFMAN ELECTRONIC SYSTEMS	1490	748611	350	0917	\$3,440.11
HOME DEPOT	0796	748547	030	0667	\$400.00
HORN PHOTO, INC.	0185	748406	030	7140	\$267.52
HOUGHTON MIFFLIN COMPANY	0135	748374	030	7090	\$504.78
HOUGHTON MIFFLIN COMPANY	0135	748543	030	7091	\$504.78
HOUGHTON MIFFLIN COMPANY	0150	748401	030	7090	\$3,177.70
HOUGHTON MIFFLIN COMPANY	1748	748366	060	6300	\$622.16
HOUGHTON MIFFLIN COMPANY	1748	748747	060	6300	\$1,925.88
HOUGHTON MIFFLIN COMPANY	1748	748748	060	6300	\$1,976.00
HUNGRY BEAR SALES	0145	748183	030	7090	\$500.00
INFLATABLE DESIGN GROUP	1055	748050	030	0500	\$4,875.75
INFLATABLE IMAGES	0395	747859	030	0125	\$7,252.01
INGRAHAM TROPHIES	0335	748661	030	0172	\$1,500.00
INNOCORP, LTD	0710	748086	060	6388	\$3,812.22
INTEGRATED FOOD SERVICE	1910	744299	130	5310	\$2,396.52
INTEGRATED FOOD SERVICE	1910	745161	130	5310	\$1,428.00
INTEGRATED FOOD SERVICE	1910	747741	130	5310	\$110.40
INTEGRATED FOOD SERVICE	1910	748846	130	5310	\$5,542.80
INTELLIAS, INC.	0887	747700	030	0140	\$92.50
IXL LEARNING, INC.	0005	748410	030	0113	\$499.00
J & E RESTAURANT SUPPLY, INC.	1910	748076	130	5310	\$4,003.53
J AND I TWINS SUPER MARKET EL PARIAN, LLC	0100	748123	030	7090	\$1,000.00
J AND I TWINS SUPER MARKET EL PARIAN, LLC	0440	748764	030	0114	\$450.00
J AND I TWINS SUPER MARKET EL PARIAN, LLC	0440	748802	030	7090	\$1,400.00
J AND I TWINS SUPER MARKET EL PARIAN, LLC	0575	748839	030	0114	\$736.78
J W PEPPER & SONS, INC.	0010	748613	060	3010	\$500.00
J W PEPPER & SONS, INC.	0010	748615	060	3010	\$500.00
J.M. SMUCKER, LLC	1910	748528	130	5310	\$6,585.30
J.M. SMUCKER, LLC	1910	748529	130	5310	\$8,431.80
JITTERS	0025	748647	030	0111	\$300.00
JITTERS	0145	748478	030	7090	\$750.00
JITTERS	0305	747861	030	7090	\$575.00
JITTERS	0380	747985	030	7090	\$250.00
JONES CLEANING CENTER, INC.	0335	747928	030	7090	\$900.00
JONES SCHOOL SUPPLY CO.	0220	748653	030	0110	\$65.84
JONES SCHOOL SUPPLY CO.	0270	748423	030	7090	\$2,627.96
JORGENSEN & COMPANY, INC.	1891	748153	030	0716	\$1,058.93
J'S COMMUNICATONS, INC.	0130	748741	030	0125	\$28.00
JUNIOR LIBRARY GUILD	0170	748438	030	0625	\$4,679.73
JUNIOR LIBRARY GUILD	0455	747957	030	0625	\$5,596.04

JUNIOR LIBRARY GUILD	1315	748209	060	3010	\$1,667.10
KAPLAN EARLY LEARNING	0765	748765	060	7425	\$159.24
KAPLAN EARLY LEARNING	0765	748766	060	7425	\$79.63
KAPLAN EARLY LEARNING	0765	748767	060	7425	\$159.24
KAPLAN EARLY LEARNING	0765	748768	060	7425	\$79.63
KAPLAN EARLY LEARNING	0765	748769	060	7425	\$79.63
KARCHER INSULATION INC	0919	748165	060	8150	\$1,450.00
KAREN CROZIER, DBA JEWEL OF JUSTICE	0795	748580	030	0500	\$4,500.00
KELLY PAPER COMPANY	0230	748760	030	7091	\$1,000.00
KIKKU JAPANESE	0601	743676	030	0677	\$1,000.00
LA IMPERIAL TAQUERIA	0895	748160	030	0716	\$975.15
LAKESHORE LEARNING MATERIALS	0005	748518	030	0113	\$645.57
LAKESHORE LEARNING MATERIALS	0155	748022	030	0113	\$687.17
LAKESHORE LEARNING MATERIALS	0155	748023	030	0113	\$732.26
LAKESHORE LEARNING MATERIALS	0155	748444	030	7090	\$4,266.45
LAKESHORE LEARNING MATERIALS	0220	748196	030	0172	\$485.82
LAKESHORE LEARNING MATERIALS	0285	748109	030	7090	\$119.12
LAKESHORE LEARNING MATERIALS	0290	748566	030	0113	\$355.45
LAKESHORE LEARNING MATERIALS	0701	748546	060	3210	\$964.89
LAKESHORE LEARNING MATERIALS	0701	748617	060	3210	\$999.58
LAKESHORE LEARNING MATERIALS	0701	748619	060	3210	\$1,496.57
LAKESHORE LEARNING MATERIALS	0701	748620	060	3210	\$751.18
LAKESHORE LEARNING MATERIALS	0765	748776	060	7425	\$1,517.50
LAKESHORE LEARNING MATERIALS	0765	748777	060	7425	\$1,517.50
LAKESHORE LEARNING MATERIALS	0765	748778	060	7425	\$3,034.99
LAKESHORE LEARNING MATERIALS	0765	748779	060	7425	\$3,034.99
LAKESHORE LEARNING MATERIALS	0785	747963	060	6500	\$86.54
LAKESHORE LEARNING MATERIALS	0785	747965	060	6500	\$155.76
LAKESHORE LEARNING MATERIALS	1155	747955	030	0192	\$499.14
LAURIN MAYENO	0700	748831	060	3010	\$1,000.00
LAZ KARP ASSOCIATES, LLC	0012	748432	030	0134	\$100.00
LAZ KARP ASSOCIATES, LLC	0725	748105	030	0173	\$5,000.00
LAZ KARP ASSOCIATES, LLC	0750	741218A	060	3061	\$400.00
LAZ KARP ASSOCIATES, LLC	0750	741219A	060	3060	\$400.00
LAZ KARP ASSOCIATES, LLC	0758	748288	030	7091	\$5,524.00
LAZ KARP ASSOCIATES, LLC	0795	748106	060	3010	\$300.00
LAZ KARP ASSOCIATES, LLC	0852	747876	030	0679	\$1,000.00
LAZ KARP ASSOCIATES, LLC	0880	747878	670	0841	\$2,145.00
LAZ KARP ASSOCIATES, LLC	0880	747878	680	0851	\$2,145.00
LAZ KARP ASSOCIATES, LLC	0880	747878	690	0861	\$2,210.00
LEMOORE HIGH SCHOOL	0145	748516	030	0172	\$350.00
LEMOORE HIGH SCHOOL	0235	748273	030	0172	\$70.00
LEMOORE HIGH SCHOOL	0335	748665	030	0172	\$350.00
LEMOORE HIGH SCHOOL	0395	748663	030	0172	\$175.00
LEMOORE HIGH SCHOOL	0421	747983	030	0172	\$350.00
LEON ENVIRONMENTAL SERVICES	0924	748436	060	8150	\$3,625.00
LEONARDO NICHOLS	0235	748391	030	0181	\$6,000.00

LIBERTY HIGH SCHOOL	0145	748515	030	0172	\$300.00
LIBERTY HIGH SCHOOL	0335	748341	030	0172	\$300.00
LIFETOUCH NATIONAL SCHOOL STUDIOS	0125	748433	030	7091	\$2,560.58
LILY'S CAFE	0601	740926	030	0677	\$500.00
LILY'S CAFE	0701	745715	030	0193	\$1,000.00
LILY'S CAFE	0702	748121	060	9075	\$1,000.00
LILY'S CAFE	0796	748184	030	0667	\$2,000.00
LILY'S CAFE	0852	740289	030	0679	\$1,000.00
LINKA CORPORATION	0125	748053	030	0124	\$2,000.00
LINKA CORPORATION	0150	747123	030	7099	\$671.80
LINKA CORPORATION	0225	748051	030	0110	\$530.00
LINKA CORPORATION	0230	748115	030	0124	\$2,105.00
LINKA CORPORATION	0305	747969	030	0110	\$551.50
LINKA CORPORATION	0340	748112	030	0110	\$500.00
LINKA CORPORATION	0421	747915	030	7090	\$200.00
LISA R ZAMARIN	0850	748706	030	0681	\$6,000.00
LISETTE GARZA, DBA GLOBAL RUSH COMPANY	0420	748833	030	0172	\$1,164.76
LISETTE GARZA, DBA GLOBAL RUSH COMPANY	0420	748834	080	8210	\$3,382.69
LITTLE CAESARS PIZZA	0380	747982	030	7090	\$500.00
LOS BANOS HIGH SCHOOL	0335	748664	030	0172	\$325.00
LOWE'S	0055	748488	030	0125	\$1,047.42
LOWE'S	0125	746369	030	0124	\$421.55
LOWE'S	0385	747956	030	7090	\$1,599.18
LOWE'S	0395	748722	070	0761	\$945.95
LOWE'S	0420	748060	030	7099	\$500.00
LOWE'S	0421	748721	030	0171	\$387.78
LOWE'S	0510	748548	030	7090	\$2,000.00
LOWE'S	0700	748011	030	0606	\$174.94
LOWE'S	0710	748010	060	6388	\$1,937.96
LOWE'S	0710	748092	030	6350	\$1,668.79
LOWE'S	0710	748387	060	6388	\$2,000.00
LOWE'S	0790	748570	060	7425	\$4,500.00
LOWE'S	0796	748299	030	0667	\$200.00
LOWE'S	0895	748787	030	0716	\$1,152.84
LOWE'S	0897	748780	030	0716	\$389.19
LOZANO SMITH, LLP	1870	743266	030	0690	\$5,000.00
LUNA PIZZERIA & ITALIAN REST.	0455	744627	030	0115	\$200.00
MACIEL, RACHAEL	0125	748087	030	0124	\$142.48
MACIEL, RACHAEL	0125	748521	030	0124	\$54.87
MAD ILLUSTRATORS	0185	748001	030	0172	\$693.44
MAD ILLUSTRATORS	0755	748256	060	7425	\$1,500.00
MADERA HIGH SCHOOL	0145	748127	030	0172	\$360.00
MADERA SOUTH HIGH SCHOOL	0235	748274	030	0172	\$375.00
MADERA SOUTH HIGH SCHOOL	0395	748275	030	0172	\$180.00
MAMA MIA PIZZERIA	0340	748026	030	0110	\$1,000.00
MAMA MIA PIZZERIA	0465	748355	030	0110	\$900.00
MARISCOS COLIMA	0460	748258	030	7099	\$1,000.00

MARK WILSON CONSTRUCTION, INC.	1090	703318	350	0917	\$3,551.10
MARK WILSON CONSTRUCTION, INC.	1495	703316	350	0917	\$3,551.10
MASON CREST PUBLISHERS	0415	748545	030	0625	\$768.09
MAW N PAW BBQ	0265	748498	030	0115	\$900.00
MC GRAW-HILL EDUCATION, INC.	0025	748071	030	7090	\$1,004.50
MC GRAW-HILL EDUCATION, INC.	0120	748662	030	0110	\$1,216.02
MC GRAW-HILL EDUCATION, INC.	0150	748328	060	6500	\$806.29
MC GRAW-HILL EDUCATION, INC.	0495	748445	030	7099	\$8,528.06
MC GRAW-HILL EDUCATION, INC.	1785	747959	060	6500	\$5,888.34
MCCULLEY, WENDY	0850	748362	030	0681	\$25.00
MCCULLEY, WENDY	0850	748364	030	0681	\$299.95
MCKESSON MEDICAL-SURGICAL	0730	747990	060	9017	\$162.53
MCKESSON MEDICAL-SURGICAL	0730	747994	060	9017	\$217.40
MEDITERRANEAN GRILL	0055	748038	030	7099	\$5,000.00
MEDITERRANEAN GRILL	0410	748651	030	0111	\$527.91
MEDITERRANEAN GRILL	0440	748036	030	7099	\$775.00
ME-N-ED'S, INC.	0055	748034	030	0125	\$1,000.00
ME-N-ED'S, INC.	0135	742254	030	7091	\$1,000.00
ME-N-ED'S, INC.	0150	740826	030	7090	\$1,000.00
ME-N-ED'S, INC.	0155	747978	030	0113	\$250.14
ME-N-ED'S, INC.	0230	748420	030	0124	\$1,000.00
ME-N-ED'S, INC.	0235	741965	030	7090	\$8,000.00
ME-N-ED'S, INC.	0250	748493	030	0111	\$150.00
ME-N-ED'S, INC.	0260	743179	030	7091	\$1,000.00
ME-N-ED'S, INC.	0335	748786	030	7090	\$1,800.00
ME-N-ED'S, INC.	0340	748114	030	0172	\$503.00
ME-N-ED'S, INC.	0355	748393	030	0172	\$322.00
ME-N-ED'S, INC.	0370	745318	030	7099	\$600.00
ME-N-ED'S, INC.	0395	741444	060	722D	\$1,500.00
ME-N-ED'S, INC.	0410	747966	030	0110	\$1,000.00
ME-N-ED'S, INC.	0505	748353	030	7090	\$900.00
ME-N-ED'S, INC.	0510	748032	080	8210	\$2,000.00
ME-N-ED'S, INC.	0567	748838	030	7090	\$500.00
ME-N-ED'S, INC.	0575	748840	030	7090	\$1,000.00
ME-N-ED'S, INC.	0701	740631	030	0606	\$600.00
ME-N-ED'S, INC.	0710	740574	030	0152	\$350.00
MEREDITH RENEE CROMER	0850	745281	030	0681	\$500.00
METEOR EDUCATION, LLC	0335	748522	030	7090	\$1,791.37
METEOR EDUCATION, LLC	0505	747911	030	7090	\$9,467.25
METEOR EDUCATION, LLC	0880	748318	670	0841	\$644.58
METEOR EDUCATION, LLC	0880	748318	690	0861	\$644.57
METEOR EDUCATION, LLC	1235	744482	350	0917	\$117.58
MHS	0770	748246	030	0648	\$1,560.00
MICHAEL COLE ELECTRIC	0005	748295	030	7090	\$2,100.00
MICHAEL COLE ELECTRIC	0420	748293	030	7099	\$700.00
MICHAEL'S STORES	1060	748697	030	7394	\$117.54
MICROBRIC, LLC	0035	748398	030	7099	\$2,024.41

MICROBRIC, LLC	0755	748400	030	0176	\$4,117.30
MIMI AND TODD PRESS, INC.	0701	748156	060	3210	\$689.36
MIMIS NORTH, LLC	0100	748119	030	7090	\$652.00
MINDSET WORKS, INC.	0195	747948	030	7099	\$1,621.99
MINUTEMAN PRESS	0395	748340	060	3010	\$4,570.04
MIRACLE PLAYSYSTEMS, INC.	0919	748301	060	8150	\$126.76
MOBILE MINI, INC.	1185	695587A	350	0912	\$450.00
MONACHE HIGH SCHOOL	0235	748277	030	0172	\$90.00
MONACHE HIGH SCHOOL	0335	748342	030	0172	\$90.00
MONACHE HIGH SCHOOL	0395	748276	030	0172	\$120.00
MONOPRICE, INC.	0235	747900	030	7090	\$147.62
MONOPRICE, INC.	0790	748830	060	4124	\$544.11
MONSTER TECHNOLOGY, LLC	0415	748677	030	7090	\$121.35
MORPHY AWARDS AND SPORTSWEAR	0395	748284	030	0172	\$638.56
MORRO BAY HIGH SCHOOL	0421	748814	030	0172	\$450.00
MOUNT VERNON HIGH SCHOOL	0055	748344	030	0125	\$100.00
MOYA, GINA	0855	748678	030	0670	\$29.81
MUSEUM OF SCIENCE AND INDUSTRY	0710	748605	060	6388	\$250.00
NASCO EDUCATION, LLC	0145	748544	030	7090	\$1,744.87
NASCO EDUCATION, LLC	0185	748306	030	0125	\$1,475.64
NASCO EDUCATION, LLC	0727	748726	030	0169	\$4,294.30
NATIONAL ASSOC. FOR MUSIC ED.	0185	747858	030	0125	\$151.00
NATIONAL INSTITUTE FOR AUTO SERVICE EXCELLENCE	0710	747901	060	3550	\$175.00
NATIONAL SEATING & MOBILITY	0788	748178	060	6500	\$3,120.48
NATIONAL UNIVERSITY	0701	748491	060	3210	\$3,978.00
NEARPOD, INC.	0210	748291	060	3010	\$1,068.75
NEDA S ZAKERI, DBA DELI DELICIOUS	0145	748079	030	7090	\$1,207.34
NEWEGG.COM	0155	747949	030	0113	\$325.02
NOODLETOOLS, INC.	0145	747910	030	0625	\$440.00
NOTORIOUS GRAFIX	0145	748111	030	7090	\$4,954.30
ODELL PLANNING & RESEARCH, INC.	1561	550591	350	0913	\$391.01
OFFICE DEPOT	0005	OD000044131	030	7090	\$200.00
OFFICE DEPOT	0005	OD000044145	030	0113	\$700.00
OFFICE DEPOT	0005	OD000044146	030	0113	\$503.00
OFFICE DEPOT	0005	OD000044147	030	0113	\$1,302.00
OFFICE DEPOT	0005	OD000044183	030	0113	\$303.00
OFFICE DEPOT	0005	OD000044185	030	0113	\$563.00
OFFICE DEPOT	0005	OD000044186	030	0113	\$400.00
OFFICE DEPOT	0025	OD000044132	030	7090	\$400.00
OFFICE DEPOT	0045	OD000044169	030	0113	\$548.00
OFFICE DEPOT	0060	OD000044171	030	7090	\$714.39
OFFICE DEPOT	0102	OD000044141	030	2430	\$500.00
OFFICE DEPOT	0130	OD000043359	030	7090	\$5,000.00
OFFICE DEPOT	0145	OD000043273	030	7090	\$4,000.00
OFFICE DEPOT	0145	OD000044157	030	7090	\$450.00
OFFICE DEPOT	0145	OD000044158	030	7090	\$350.00

OFFICE DEPOT	0145	OD000044227	030	7090	\$300.00
OFFICE DEPOT	0150	OD000043184	030	7099	\$450.00
OFFICE DEPOT	0155	OD000044133	030	0113	\$1,232.55
OFFICE DEPOT	0155	OD000044151	030	0113	\$500.00
OFFICE DEPOT	0155	OD000044152	030	0113	\$1,232.55
OFFICE DEPOT	0155	OD000044153	030	0113	\$700.00
OFFICE DEPOT	0155	OD000044212	030	0113	\$1,232.55
OFFICE DEPOT	0160	OD000044134	060	6500	\$180.00
OFFICE DEPOT	0170	OD000044161	060	6500	\$191.15
OFFICE DEPOT	0175	OD000044135	030	7090	\$3,000.00
OFFICE DEPOT	0175	OD000044213	030	0110	\$210.00
OFFICE DEPOT	0185	OD000044139	030	0125	\$1,300.00
OFFICE DEPOT	0185	OD000044140	030	0171	\$4,000.00
OFFICE DEPOT	0185	OD000044165	060	4124	\$1,290.38
OFFICE DEPOT	0185	OD000044166	060	4124	\$307.48
OFFICE DEPOT	0185	OD000044174	030	0125	\$1,029.08
OFFICE DEPOT	0208	OD000044214	060	6500	\$200.00
OFFICE DEPOT	0220	OD000044172	030	7090	\$442.34
OFFICE DEPOT	0230	OD000044224	030	7091	\$7,000.00
OFFICE DEPOT	0235	OD000044129	060	6500	\$200.00
OFFICE DEPOT	0235	OD000044163	030	0125	\$143.00
OFFICE DEPOT	0235	OD000044194	030	0181	\$1,468.98
OFFICE DEPOT	0235	OD000044206	030	0181	\$749.49
OFFICE DEPOT	0241	OD000044149	030	7090	\$2,000.00
OFFICE DEPOT	0250	OD000043076	030	7090	\$2,000.00
OFFICE DEPOT	0260	OD000044215	030	0110	\$2,000.00
OFFICE DEPOT	0290	OD000044196	030	0110	\$318.00
OFFICE DEPOT	0290	OD000044197	030	0110	\$318.00
OFFICE DEPOT	0290	OD000044198	030	0110	\$347.00
OFFICE DEPOT	0290	OD000044199	030	0110	\$347.00
OFFICE DEPOT	0290	OD000044200	030	0110	\$317.00
OFFICE DEPOT	0290	OD000044201	030	0110	\$226.00
OFFICE DEPOT	0290	OD000044202	030	0110	\$120.00
OFFICE DEPOT	0290	OD000044202	060	6500	\$200.00
OFFICE DEPOT	0290	OD000044203	030	0113	\$400.00
OFFICE DEPOT	0295	OD000044137	030	7090	\$5,000.00
OFFICE DEPOT	0320	OD000043088	030	7090	\$500.00
OFFICE DEPOT	0335	OD000044192	030	0125	\$300.00
OFFICE DEPOT	0335	OD000044195	030	7090	\$250.00
OFFICE DEPOT	0335	OD000044226	030	7090	\$2,000.00
OFFICE DEPOT	0365	OD000044170	030	0110	\$300.00
OFFICE DEPOT	0365	OD000044178	030	0110	\$211.00
OFFICE DEPOT	0365	OD000044179	030	0110	\$300.00
OFFICE DEPOT	0365	OD000044180	030	0110	\$300.00
OFFICE DEPOT	0365	OD000044217	030	0110	\$300.00
OFFICE DEPOT	0365	OD000044218	030	0110	\$300.00
OFFICE DEPOT	0365	OD000044219	030	0110	\$68.00

OFFICE DEPOT	0365	OD000044220	030	0110	\$300.00
OFFICE DEPOT	0365	OD000044221	030	0110	\$100.00
OFFICE DEPOT	0365	OD000044222	030	0110	\$300.00
OFFICE DEPOT	0365	OD000044223	060	6500	\$200.00
OFFICE DEPOT	0395	OD000044189	030	0125	\$1,000.00
OFFICE DEPOT	0417	OD000044155	030	0625	\$2,000.00
OFFICE DEPOT	0420	OD000044092	030	7090	\$1,636.15
OFFICE DEPOT	0421	OD000044159	030	0125	\$497.20
OFFICE DEPOT	0421	OD000044160	060	6500	\$199.28
OFFICE DEPOT	0421	OD000044191	060	4124	\$2,156.86
OFFICE DEPOT	0423	OD000044150	060	6500	\$199.20
OFFICE DEPOT	0423	OD000044190	060	3182	\$731.85
OFFICE DEPOT	0423	OD000044205	030	7090	\$449.61
OFFICE DEPOT	0450	OD000043202	030	7090	\$2,000.00
OFFICE DEPOT	0455	OD000043131	030	0115	\$3,000.00
OFFICE DEPOT	0460	OD000044138	030	0110	\$300.00
OFFICE DEPOT	0460	OD000044204	030	0110	\$200.00
OFFICE DEPOT	0480	OD000043436	030	7090	\$2,500.00
OFFICE DEPOT	0490	OD000044182	030	0111	\$1,033.00
OFFICE DEPOT	0535	OD000043342	030	7090	\$2,000.00
OFFICE DEPOT	0567	OD000044181	060	3010	\$400.00
OFFICE DEPOT	0575	OD000044208	030	0643	\$400.00
OFFICE DEPOT	0575	OD000044225	030	7090	\$4,000.00
OFFICE DEPOT	0617	OD000043209	060	3010	\$3,000.00
OFFICE DEPOT	0617	OD000044162	030	0675	\$1,129.10
OFFICE DEPOT	0701	OD000044154	060	3210	\$500.00
OFFICE DEPOT	0706	OD000043011	030	0152	\$5,000.00
OFFICE DEPOT	0710	OD000043012	030	0152	\$5,000.00
OFFICE DEPOT	0710	OD000043245	060	6387	\$5,000.00
OFFICE DEPOT	0710	OD000044144	030	0152	\$185.48
OFFICE DEPOT	0710	OD000044156	030	0152	\$1,820.27
OFFICE DEPOT	0710	OD000044193	060	6388	\$442.72
OFFICE DEPOT	0727	OD000044209	030	0168	\$100.00
OFFICE DEPOT	0755	OD000044188	030	0176	\$2,000.00
OFFICE DEPOT	0765	OD000044177	030	0192	\$343.52
OFFICE DEPOT	0765	OD000044184	030	0192	\$343.52
OFFICE DEPOT	0785	OD000044130	060	6500	\$69.33
OFFICE DEPOT	0787	OD000044187	060	6500	\$233.35
OFFICE DEPOT	0790	OD000044142	060	7425	\$273.80
OFFICE DEPOT	0790	OD000044168	060	7425	\$86.76
OFFICE DEPOT	0880	OD000044173	680	0851	\$56.06
OFFICE DEPOT	1005	OD000044211	060	3010	\$500.00
OFFICE DEPOT	1210	OD000044136	030	0192	\$500.00
OFFICE DEPOT	1250	OD000044164	350	0916	\$4,405.14
OFFICE DEPOT	1325	OD000044216	060	3010	\$383.13
OFFICE DEPOT	1460	OD000044148	030	0192	\$120.00
OFFICE DEPOT	1891	OD000044095	030	0716	\$2,057.56

OFFICE DEPOT	1891	OD000044143	030	0716	\$8,646.33
OFFICE DEPOT	1891	OD000044210	030	0716	\$252.46
OFFICE DEPOT	1910	OD000044207A	130	5310	\$2,036.55
OFFICE DEPOT	1921	OD000043000	030	0734	\$300.00
O'REILLY AUTO PARTS	0710	743436	060	6388	\$2,000.00
O'REILLY AUTO PARTS	0919	748247	060	8150	\$3,136.73
OVERDRIVE, INC.	0567	748320	060	3010	\$665.17
OXOTIC MOBILE WASH & DETAIL, LLC	0335	747940	030	7090	\$2,500.00
P & R PAPER SUPPLY CO.	1910	748413	130	5310	\$5,612.53
P & R PAPER SUPPLY CO.	1910	748457	130	5310	\$4,401.72
P & R PAPER SUPPLY CO.	1910	748461	130	5310	\$4,401.72
P & R PAPER SUPPLY CO.	1910	748462	130	5310	\$4,401.72
P & R PAPER SUPPLY CO.	1910	748463	130	5310	\$4,401.72
P & R PAPER SUPPLY CO.	1910	748464	130	5310	\$4,401.72
P & R PAPER SUPPLY CO.	1910	748465	130	5310	\$3,337.18
P & R PAPER SUPPLY CO.	1910	748466	130	5310	\$4,401.72
P & R PAPER SUPPLY CO.	1910	748467	130	5310	\$716.74
P & R PAPER SUPPLY CO.	1910	748468	130	5310	\$716.74
P & R PAPER SUPPLY CO.	1910	748683	130	5310	\$1,032.58
PALOMINOS CATERING	0030	748556	030	0114	\$1,450.00
PALOMINOS CATERING	0550	748841	030	0643	\$600.00
PANERA BREAD COMPANY	0417	748495	030	0114	\$500.00
PARC	0924	748487	060	8150	\$7,871.00
PARTY WORKS/ BLACKSTONE	0455	748159	030	0171	\$250.00
PARTY WORKS/ BLACKSTONE	0796	748249	030	0667	\$300.00
PARTY WORKS/ W. SHAW	0241	748167	030	7090	\$500.00
PEACE WORKS, INC.	0020	748412	030	7090	\$1,000.00
PEACE WORKS, INC.	0035	747455	030	7099	\$4,000.00
PEACE WORKS, INC.	0285	748215	030	0171	\$183.57
PEACE WORKS, INC.	0285	748216	030	7090	\$341.82
PEACE WORKS, INC.	0385	740392	030	7099	\$422.00
PEACE WORKS, INC.	0440	744001	030	7091	\$6,000.00
PEACE WORKS, INC.	0440	748725	030	7091	\$3,000.00
PEACE WORKS, INC.	0455	748373	030	0171	\$300.00
PEACE WORKS, INC.	0530	748842	030	0172	\$1,000.00
PEDERSEN, FRANCINE	0790	748823	060	7425	\$194.98
PEPA'S MEXICAN RESTAURANT	0045	747984	030	7090	\$776.48
PERMA BOUND	0567	748316	060	3010	\$3,907.20
PERMA BOUND	1325	748155	060	3010	\$8,087.96
PERMA BOUND	1380	748168	060	3010	\$2,941.10
PETUNIA'S PLACE	0100	748763	030	7090	\$6,240.00
PETUNIA'S PLACE	0320	748073	030	7090	\$302.95
PETUNIA'S PLACE	0395	748449	030	0125	\$346.37
PETUNIA'S PLACE	0421	742696	030	0625	\$4,000.00
PHONAK, LLC	0788	748176	060	6500	\$1,630.08
PHONAK, LLC	0788	748177	060	6500	\$1,320.19
POSITIVE PROMOTIONS, INC.	0480	748419	030	7099	\$1,938.85

POSITIVE PROMOTIONS, INC.	0795	748700	030	0500	\$3,359.26
POWERWERX	0710	748166	030	0152	\$780.71
PRICELESS KREATIONS, INC.	0210	748356	030	0172	\$5,263.29
PRO SOCCER, INC.	0055	748343	030	7099	\$2,457.38
PRO SOCCER, INC.	0055	748394	030	0172	\$1,005.00
PRO SOCCER, INC.	0395	747867	030	0172	\$474.57
PRO-SCREEN, INC SIGNS & GRAPHICS	0240	748347	030	0128	\$4,500.00
PS PRODUCTIONS	0725	748041	030	0170	\$1,500.00
R & H WHOLESALE SUPPLY, INC.	0919	748628	060	8150	\$4,109.64
R.G. EQUIPMENT	1920	748095	680	0851	\$268.16
R.G. EQUIPMENT	1920	748749	030	0734	\$536.31
R/G AWARD SYSTEMS	0450	748102	030	0172	\$243.79
R82, INC.	0788	747721	060	6500	\$13.20
R82, INC.	0788	747722	060	6500	\$38.96
R82, INC.	0788	748175	060	6500	\$6,215.77
RAYMOND GEDDES & CO., INC.	0005	748789	030	0113	\$342.08
RDO EQUIPMENT COMPANY	1920	742365	030	0188	\$8,217.27
REALLY GOOD STUFF, INC.	0155	748447	030	0113	\$382.25
REALLY GOOD STUFF, INC.	0320	748482	030	7091	\$250.06
REDWOOD HIGH	0335	748666	030	0172	\$375.00
REDWOOD REGION SOUTHERN VALLEY	0055	748346	030	0125	\$512.00
REEDLEY HIGH SCHOOL	0421	748281	030	0172	\$360.00
REFORM CLOTHING CO.	0395	748805	060	722D	\$1,763.13
REFRIGERATION SUPP. DIST.	0919	748643	060	8150	\$4,281.88
REFRIGERATION SUPP. DIST.	1910	748549	130	5310	\$1,438.86
REFRIGERATION SUPP. DIST.	1910	748799	130	5310	\$1,332.15
RELIABLE BUSINESS TECHNOLOGY, INC.	0185	748190	030	7091	\$1,208.11
REMIND101, INC.	0475	747903	030	7091	\$2,080.00
REPUBLIC SERVICES OF FRESNO, DBA	0919	748384	060	8150	\$3,000.00
REX MOORE GROUP, INC.	0919	748637	060	8150	\$1,589.50
RICOH USA, INC.	0185	RL00007078	030	0125	\$211.17
RICOH USA, INC.	0235	RL00007107	030	0125	\$1,953.04
RICOH USA, INC.	0240	RL00007510	030	0128	\$3,136.08
RICOH USA, INC.	0758	RL00007150	030	7091	\$966.44
RICOH USA, INC.	0895	748411	030	0716	\$6,580.00
RIDDELL/ALL AMERICAN SPORTS CORP.	0145	748128	030	0172	\$564.94
RIDDELL/ALL AMERICAN SPORTS CORP.	0145	748130	030	0172	\$1,147.14
RIDDELL/ALL AMERICAN SPORTS CORP.	0395	748588	030	0172	\$2,928.26
RIVAS MARTINEZ, VALERIE	0790	748824	060	7425	\$124.78
ROCK RIDGE	1185	603118	350	0912	\$7,350.00
ROOSEVELT SCHOOL OF THE	0440	748174	030	0115	\$100.00
ROSEN PUBLISHING GROUP	0415	748534	030	0625	\$617.81
ROSENBALM ROCKERY	0235	748527	030	0172	\$698.91
RUSH ADVERTISING	0095	748581	030	7099	\$1,863.62
RUSH ADVERTISING	0340	748430	030	0172	\$2,500.00
S & S WORLDWIDE	0225	748533	060	6010	\$1,990.52
S & S WORLDWIDE	0565	748021	030	7099	\$35.65

S & S WORLDWIDE	0790	748311	060	7425	\$849.90
SAN JOAQUIN IMPERIAL	0890	748796	030	0708	\$74.59
SAN JOAQUIN RIVER PARKWAY	0725	748350	030	0173	\$3,420.00
SANGER HIGH SCHOOL	0145	748508	030	0172	\$450.00
SANGER HIGH SCHOOL	0145	748511	030	0172	\$450.00
SANGER HIGH SCHOOL	0235	748282	030	0172	\$350.00
SANGER HIGH SCHOOL	0421	748729	030	0172	\$450.00
SANGER HIGH SCHOOL	0421	748731	030	0172	\$450.00
SARAH BURRIS OROZCO	0428	747904	060	4035	\$2,539.50
SCHOLASTIC BOOK CLUBS	0120	748327	030	7099	\$500.00
SCHOLASTIC BOOK FAIRS, INC.	0090	748096	080	8210	\$5,994.70
SCHOLASTIC BOOK FAIRS, INC.	0460	748452	030	0624	\$3,370.00
SCHOLASTIC, INC.	0790	748363	060	7425	\$6,078.47
SCHOOL FACILITY CONSULTANTS	0905	746975C	400	0915	\$3,516.25
SCHOOL HEALTH CORPORATION	0730	747987	060	9017	\$370.56
SCHOOL INFO. APP., LLC	0235	748287	030	0181	\$1,500.00
SCHOOL OUTFITTERS	0155	748448	030	7090	\$6,379.69
SCHOOL OUTFITTERS	0325	748458	030	7090	\$466.60
SCHOOL SPECIALTY, LLC	1891	748744	030	0716	\$3,055.47
SCHOOL SPECIALTY, LLC	0070	743301	030	7090	\$5,000.00
SCHOOL SPECIALTY, LLC	0145	748686	030	0125	\$2,078.44
SCHOOL SPECIALTY, LLC	0220	748442	030	0172	\$736.32
SCHOOL SPECIALTY, LLC	0325	748061	030	7090	\$1,000.00
SCHOOL SPECIALTY, LLC	0335	747945	030	0125	\$300.00
SCHOOL SPECIALTY, LLC	0335	748370	030	0125	\$300.00
SCHOOL SPECIALTY, LLC	0335	748372	060	6500	\$200.00
SCHOOL SPECIALTY, LLC	0395	748323	030	7090	\$169.22
SCHOOL SPECIALTY, LLC	0415	748532	030	0625	\$357.13
SCHOOL SPECIALTY, LLC	0701	747553	060	3210	\$900.00
SCHOOL SPECIALTY, LLC	0701	748292	060	3210	\$1,500.00
SCHOOL SPECIALTY, LLC	0701	748294	060	3210	\$1,500.00
SCHOOL SPECIALTY, LLC	0710	748309	030	0152	\$344.17
SCHOOL SPECIALTY, LLC	0895	748723	060	3210	\$4,154.07
SCHOOL SPECIALTY, LLC	0895	TA221072044	030	0112	\$515.00
SCHOOL SPECIALTY, LLC	1060	747962	030	7394	\$300.00
SCHOOL SPECIALTY, LLC	1365	748253	060	3010	\$1,307.64
SEIB, LATANYA	0885	748099	030	0140	\$151.88
SIERRA SCHOOL EQUIPMENT CO.	1235	701820	140	6205	\$2,649.15
SIGNATURE FUNDRAISING, INC.	0500	748329	080	8210	\$318.00
SIGNATURE FUNDRAISING, INC.	0500	748330	080	8210	\$318.00
SIM ARCHITECTS	1561	605568	350	0917	\$7,000.00
SJVUAPCD	0924	742000	060	8150	\$1,500.00
SLATIC, TERRENCE	0855	748680	030	0670	\$39.00
SMITH, KRISTI	0460	748152	030	0110	\$277.91
SNAP-ON INDUSTRIAL	0710	748685	060	3550	\$1,942.65
SOKHOM PHONTH	0150	748367	030	7090	\$1,500.00
SOLUTION TREE, LLC	1785	748836	030	0500	\$1,537.06

SOUTH VALLEY WINTER ARTS ASSOCIATION	0395	748039	030	7090	\$100.00
SOUTH VALLEY WINTER ARTS ASSOCIATION	0395	748056	030	7090	\$300.00
SPINITAR	0150	747874	030	7090	\$1,331.78
SPINITAR	0210	748100	030	7099	\$8,444.80
SPINITAR	0330	748837	030	7090	\$375.73
SPINITAR	0421	748703	030	7090	\$618.70
ST. PAUL ARMENIAN CHURCH	0701	748108	060	3210	\$1,034.00
ST. PAUL ARMENIAN CHURCH	0812	748756	030	0137	\$959.00
STARFALL PUBLICATIONS	0553	748790	030	0625	\$270.00
STATE ARCHITECT, DIVISION OF	0030	748439	030	0172	\$500.00
STATE ARCHITECT, DIVISION OF	1125	748504	350	0917	\$3,912.00
STATE ARCHITECT, DIVISION OF	1250	748669	350	0916	\$3,020.75
STATE ARCHITECT, DIVISION OF	1415	747938	350	0917	\$87.85
STEPHEN EDWARD BROCK	0787	748791	060	6500	\$8,010.00
STUDIES WEEKLY, INC.	0025	748202	030	0110	\$1,678.34
STUKENT, INC.	0710	747905	060	6388	\$2,160.00
SUBWAY SANDWICHES & SALADS	0145	748181	030	7090	\$500.00
SUNBELT RENTALS	1250	747115	350	0916	\$867.68
SUNNYSIDE DONUTS	0335	748733	030	7090	\$650.00
SUNNYSIDE DONUTS	0421	748354	030	7090	\$600.00
SUNNYSIDE DONUTS	0430	748421	030	7099	\$300.00
SUNNYSIDE DONUTS	0700	747912	030	0144	\$440.00
SUNNYSIDE HIGH ASB	0055	747989	030	0172	\$410.00
SUPER DUPER PUBLICATIONS	0785	747971	060	6500	\$133.90
SUPER DUPER PUBLICATIONS	0785	748110	060	6500	\$146.15
SUPERIOR PIPE & STAINLESS SUPPLY, INC.	1910	748067	130	5310	\$660.50
SUPERIOR TEXT, LLC	0852	748530	030	0679	\$410.47
SWEETWATER MUSIC	0145	748361	030	7090	\$430.82
SWEETWATER MUSIC	0145	748819	030	7090	\$228.33
SYSCO OF CENTRAL CALIFORNIA	1910	745748	130	5310	\$22.27
SYSCO OF CENTRAL CALIFORNIA	1910	748285	130	5310	\$1,172.35
SYSCO OF CENTRAL CALIFORNIA	1910	748483	130	5310	\$7,263.76
SYSCO OF CENTRAL CALIFORNIA	1910	748485	130	5310	\$2,271.51
SYSCO OF CENTRAL CALIFORNIA	1910	748514	130	5310	\$4,591.25
SYSCO OF CENTRAL CALIFORNIA	1910	748538	130	5310	\$7,159.68
SYSCO OF CENTRAL CALIFORNIA	1910	748618	130	5310	\$1,895.00
SYSCO OF CENTRAL CALIFORNIA	1910	748687	130	5310	\$263.18
TACOS MARQUITOS, INC.	0025	748649	030	0111	\$357.56
TACOS MARQUITOS, INC.	0185	747979	030	0123	\$1,138.00
TEACHING STRATEGIES, LLC	0785	748712	060	3385	\$2,693.50
TECHNICON ENGINEERING SVS.	1010	748104	350	0917	\$1,836.00
TECHNICON ENGINEERING SVS.	1145	748103	350	0917	\$1,676.00
TENNIS WAREHOUSE	0421	747939	030	0172	\$951.68
TETER ARCHITECTS, LLP	1445	699017	350	0917	\$9,240.00
TEXTBOOK WAREHOUSE, LLC	0395	748321	060	722D	\$263.18
TEXTBOOK WAREHOUSE, LLC	0450	747953	030	7090	\$2,093.81
TEXTBOOK WAREHOUSE, LLC	0617	748622	060	3010	\$603.56

TEXTBOOK WAREHOUSE LLC	0811	748738	030	0130	\$2,574.94
THE FRAMERY	0850	748561	030	0681	\$1,000.00
THE GARLAND COMPANY	0919	748243	060	8150	\$843.03
THE GARLAND COMPANY	0919	748244	060	8150	\$2,876.37
THE HOME DEPOT PRO	0060	748066	030	7099	\$864.63
THE HOME DEPOT PRO	1891	745013	030	0716	\$861.92
THE HOME DEPOT PRO	1891	748305	030	0716	\$1,722.77
THE HOME DEPOT PRO	1891	748312	030	0716	\$3,137.68
THE INSTITUTE FOR MULTI-SENSORY EDUCATION	0310	748005	060	3010	\$1,275.00
THE MOWERS EDGE	0098	748583	030	2430	\$520.07
THE MOWERS EDGE	1920	748094	680	0851	\$286.03
THE WYRICK BOOK CO.	1095	748745	060	3010	\$4,981.62
THE WYRICK BOOK CO.	1380	748170	060	3010	\$2,736.27
THERAPY SHOPPE, INC.	0150	748313	030	7090	\$80.46
THINKING COLLABORATIVE, LLC	0700	748732	060	3010	\$1,600.00
THS ATHLETICS BOOSTER CLUB, INC.	0145	748594	030	0172	\$390.00
THS ATHLETICS BOOSTER CLUB, INC.	0395	748595	030	0172	\$385.00
TOP SHELF CATERING	0795	748586	030	0500	\$4,000.00
TPT HOLDCO, LLC	0020	748728	030	0110	\$50.85
TRAUMA RESOURCE INSITUTE	0810	748332	030	0500	\$1,300.00
TRAUMA RESOURCE INSITUTE	0810	748332	030	0641	\$650.00
TRAUMA RESOURCE INSITUTE	0810	748332	060	3010	\$1,950.00
TRAUMA RESOURCE INSITUTE	0810	748332	060	5630	\$650.00
TROXELL COMMUNICATIONS	0710	748015	060	6388	\$5,933.85
TROXELL COMMUNICATIONS	0710	748018	060	6388	\$943.35
TROXELL COMMUNICATIONS	0710	748845	030	0152	\$3,958.06
TYSON FOODS, INC.	1910	748476	130	5310	\$6,434.10
ULINE	0105	748606	030	7090	\$257.03
ULINE	0445	748162	030	7090	\$365.20
ULINE	0790	748083	060	4124	\$2,466.95
ULINE	1891	748248	030	0716	\$130.28
ULINE	1910	748804	130	5310	\$5,309.15
ULINE	1910	748808	130	5310	\$1,462.73
UNITED REFRIGERATION, INC.	1910	748470	130	5310	\$1,281.72
US AIR CONDITIONING	0919	748226	060	8150	\$4,897.67
US FOODS, INC.	1910	747993	130	5310	\$8,657.17
US FOODS, INC.	1910	748357	130	5310	\$844.90
US FOODS, INC.	1910	748517	130	5310	\$957.24
US FOODS, INC.	1910	748536	130	5310	\$845.60
USA FEDERATION FOR SPORT CHEERING	0725	747914	030	0172	\$1,064.00
VALLARTA FOOD ENTERPRISES	0025	748672	030	0110	\$500.00
VALLARTA FOOD ENTERPRISES	0035	747864	030	7099	\$300.00
VALLARTA FOOD ENTERPRISES	0055	748359	030	0123	\$400.00
VALLARTA FOOD ENTERPRISES	0075	748590	030	7090	\$200.00
VALLARTA FOOD ENTERPRISES	0100	748126	030	0115	\$500.00
VALLARTA FOOD ENTERPRISES	0100	748129	060	6010	\$85.00

VALLARTA FOOD ENTERPRISES	0130	747919	030	7090	\$300.00
VALLARTA FOOD ENTERPRISES	0140	748392	030	0172	\$50.00
VALLARTA FOOD ENTERPRISES	0145	748368	030	7090	\$300.00
VALLARTA FOOD ENTERPRISES	0150	748263	030	7090	\$250.00
VALLARTA FOOD ENTERPRISES	0155	748262	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0200	748265	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0200	748573	030	7090	\$300.00
VALLARTA FOOD ENTERPRISES	0210	747862	030	7090	\$300.00
VALLARTA FOOD ENTERPRISES	0210	748673	030	7090	\$300.00
VALLARTA FOOD ENTERPRISES	0215	748424	030	0110	\$250.00
VALLARTA FOOD ENTERPRISES	0235	747868	030	0173	\$200.00
VALLARTA FOOD ENTERPRISES	0235	747925	030	0172	\$600.00
VALLARTA FOOD ENTERPRISES	0241	748139	030	7090	\$200.00
VALLARTA FOOD ENTERPRISES	0241	748140	030	7090	\$200.00
VALLARTA FOOD ENTERPRISES	0241	748142	030	7090	\$200.00
VALLARTA FOOD ENTERPRISES	0250	747866	030	7099	\$300.00
VALLARTA FOOD ENTERPRISES	0270	748427	030	0113	\$300.00
VALLARTA FOOD ENTERPRISES	0270	748626	030	0113	\$200.00
VALLARTA FOOD ENTERPRISES	0305	748360	030	0110	\$200.00
VALLARTA FOOD ENTERPRISES	0310	747986	030	0110	\$500.00
VALLARTA FOOD ENTERPRISES	0320	748429	030	7090	\$50.00
VALLARTA FOOD ENTERPRISES	0335	748801	030	7090	\$1,000.00
VALLARTA FOOD ENTERPRISES	0395	748592	030	7099	\$200.00
VALLARTA FOOD ENTERPRISES	0421	748737	030	0125	\$1,000.00
VALLARTA FOOD ENTERPRISES	0423	747944	030	7090	\$100.00
VALLARTA FOOD ENTERPRISES	0430	747997	080	8210	\$250.00
VALLARTA FOOD ENTERPRISES	0430	748541	080	8210	\$150.00
VALLARTA FOOD ENTERPRISES	0435	748261	030	0111	\$200.00
VALLARTA FOOD ENTERPRISES	0445	748695	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0455	747991	030	0115	\$300.00
VALLARTA FOOD ENTERPRISES	0470	748187	030	7099	\$800.00
VALLARTA FOOD ENTERPRISES	0480	747917	030	7090	\$300.00
VALLARTA FOOD ENTERPRISES	0485	748137	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0490	748260	030	0110	\$400.00
VALLARTA FOOD ENTERPRISES	0500	747929	030	7091	\$150.00
VALLARTA FOOD ENTERPRISES	0510	748596	030	7099	\$500.00
VALLARTA FOOD ENTERPRISES	0550	748188	030	0643	\$400.00
VALLARTA FOOD ENTERPRISES	0567	748696	030	7099	\$300.00
VALLARTA FOOD ENTERPRISES	0700	748378	030	0606	\$150.00
VALLARTA FOOD ENTERPRISES	0701	747923	030	0193	\$250.00
VALLARTA FOOD ENTERPRISES	0701	747927	030	0606	\$250.00
VALLARTA FOOD ENTERPRISES	0710	747871	030	0152	\$300.00
VALLARTA FOOD ENTERPRISES	0725	748186	030	0173	\$300.00
VALLARTA FOOD ENTERPRISES	0758	747934	030	7091	\$500.00
VALLARTA FOOD ENTERPRISES	0790	748523	060	7425	\$1,000.00
VALLARTA FOOD ENTERPRISES	0796	748003	030	0667	\$700.00
VALLARTA FOOD ENTERPRISES	0810	748019	030	0141	\$500.00

VALLARTA FOOD ENTERPRISES	0930	748578	030	0720	\$100.00
VALLARTA FOOD ENTERPRISES	0930	748598	030	0720	\$100.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1003809	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1006405	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1007196	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1008297	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1010952	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1022610	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1023217	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1028502	060	6300	\$90.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1029060	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1029778	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1030384	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1030801	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1031758	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1032221	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1032230	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1033188	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1033888	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1034592	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1035187	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1035650	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1036819	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1037063	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1038529	060	6300	\$90.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1038865	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1038958	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1039825	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1040860	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1041647	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1043127	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1043619	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1044274	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1045416	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1045722	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1046363	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1047054	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1047657	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1048289	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1048465	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1048620	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1048779	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1048800	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1048911	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1049575	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1050004	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1050263	060	6300	\$180.00

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VALLARTA FOOD ENTERPRISES	1748	UC22B1074738	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1075291	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1075316	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1075751	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1075770	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1075939	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1077698	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1078047	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1078480	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1079174	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1079231	060	6300	\$180.00
VALLEY ELEVATOR, INC.	0919	748584	060	8150	\$7,500.00
VALLEY FENCE COMPANY	0423	748795	030	7090	\$5,286.00
VALLEY LIBRARY BINDERY	1005	747926	060	3010	\$940.00
VAN WELL, ANASTASIA	0208	747906	030	0173	\$300.00
VAN WELL, ANASTASIA	0208	747907	030	0110	\$63.36
VANG, SHERTAO	0790	748574	060	7425	\$114.69
VANG, SHERTAO	0790	748825	060	7425	\$151.65
VARSITY BRANDS HOLDING CO., INC.	0030	748044	030	0172	\$1,592.40
VARSITY BRANDS HOLDING CO., INC.	0030	748494	030	0172	\$960.41
VARSITY BRANDS HOLDING CO., INC.	0170	748132	030	0172	\$4,889.35
VARSITY BRANDS HOLDING CO., INC.	0225	748057	030	0172	\$576.10
VARSITY BRANDS HOLDING CO., INC.	0225	748058	030	0172	\$500.00
VARSITY BRANDS HOLDING CO., INC.	0225	748059	030	0171	\$600.00
VARSITY BRANDS HOLDING CO., INC.	0235	748030	030	0172	\$2,207.80
VARSITY BRANDS HOLDING CO., INC.	0235	748283	030	0172	\$2,130.27
VARSITY BRANDS HOLDING CO., INC.	0335	747931	030	7090	\$742.09
VARSITY BRANDS HOLDING CO., INC.	0395	748803	070	0761	\$9,623.45
VARSITY BRANDS HOLDING CO., INC.	0421	747935	030	0172	\$1,846.57
VARSITY BRANDS HOLDING CO., INC.	0475	748133	030	0110	\$3,752.03
VARSITY BRANDS HOLDING CO., INC.	0567	748709	030	0172	\$173.07
VARSITY BRANDS HOLDING CO., INC.	0700	748193	030	0606	\$570.07
VINCENT COMMUNICATIONS, INC.	0120	748682	030	7099	\$467.94
VINCENT COMMUNICATIONS, INC.	0285	748242	030	7090	\$116.99
W.O.W. PRODUCTIONS	0727	748206	030	0167	\$1,664.73
WALLWISHER, INC., DBA PADLET	0852	747909	030	0500	\$1,000.00
WARDS NATURAL SCIENCE, INC.	0335	748024	030	0125	\$1,024.00
WECO SUPPLY CO.	0130	747840	030	0171	\$237.12
WEST MUSIC	0553	748826	030	0625	\$3,225.56
WESTCOAST PRODUCTS & DESIGN, LLC	0130	748610	030	0125	\$2,000.00
WESTCOAST PRODUCTS & DESIGN, LLC	0710	748154	030	0152	\$1,833.65
WESTERN PSY. SERVICES	0770	702446	060	6500	\$16.79
WESTERN PSY. SERVICES	0785	747865	060	6500	\$5,897.72
WHITIES PET SHOP	0710	748409	060	6388	\$2,000.00
WILD ELECTRIC, INC.	1235	748302	350	0916	\$3,555.41
WILLIAM M. MERCER INCORP.	0880	748699	670	0841	\$637.59
WORLD BOOK, INC.	1510	748716	060	3010	\$3,945.34

WORLD'S FINEST CHOCOLATE	0310	747222	080	8210	\$1,715.00
WORLD'S FINEST CHOCOLATE	0567	748380	080	8210	\$6,805.00
WRESTLINGMART.COM	0030	748189	030	0172	\$2,747.76
YELLOW DOG SIGNS & GRAPHICS	0230	748179	030	0124	\$350.00
YELLOW DOG SIGNS & GRAPHICS	0919	748298	060	8150	\$4,479.62

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 Entrepreneuership
0788	Low Incidence-Special Education	1127	Phillip J Patino School of Entrepreneuership
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		

ZERO DOLLAR CONTRACTS SUBMITTED FOR BOARD RATIFICATION
(MARCH 09, 2022 BOARD OF EDUCATION MEETING)

DEPARTMENT RESPONSIBLE	VENDOR	DESCRIPTION	START DATE	END DATE
Benefits and Risk Management	Public Health Institute	Technical assistance provider to districts participating in Safely Opening Schools Learning Collaborative Program.	03/23/21	05/15/21
Food Services	Creative Alternative Schools	District to provide breakfast and lunch meals to Creative Alternative Schools. FUSD will process and submit claim information to the CDE for reimbursement of meals.	07/01/21	06/30/22
Food Services	Fresno County Superintendent of Schools - Early Childhood Ed Lighthouse for Children	District to provide breakfast and lunch meals to Early Childhood Ed Lighthouse for Children. FUSD will process and submit claim information to the CDE for reimbursement of meals.	07/01/21	06/30/22
Food Services	Fresno County Superintendent of Schools - Pacific Transitions	District to provide breakfast and lunch meals to Pacific Transition. FUSD will process and submit claim information to the CDE for reimbursement of meals.	07/01/21	06/30/22
Food Services	Fresno County Superintendent of Schools - Ramacher Educational Complex	District to provide breakfast and lunch meals to Ramacher Educational Complex. FUSD will process and submit claim information to the CDE for reimbursement of meals.	07/01/21	06/30/22

ZERO DOLLAR CONTRACTS SUBMITTED FOR BOARD RATIFICATION
(MARCH 09, 2022 BOARD OF EDUCATION MEETING)

DEPARTMENT RESPONSIBLE	VENDOR	DESCRIPTION	START DATE	END DATE
Food Services	Violet Heintz Education Academy	District to provide breakfast and lunch meals to Violet Heintz Education Academy. FUSD will process and submit claim information to the CDE for reimbursement of meals.	07/01/21	06/30/22
Fresno Adult School	Big Valley Staffing, Inc.	Provide clerical extern learning opportunities for the Office Assistant Program at Fresno Adult School.	07/01/21	06/30/23
Fresno Adult School	Dycora Memory Care of Fresno	Provide clinical/work-based learning opportunities for Licensed Vocational Nursing and Certificated Nursing Assistant Programs of Fresno Adult School at no cost.	07/01/21	06/30/23
Fresno Adult School	Education to Go	Provide online courses for adult students and workforce certification prep classes.	07/01/21	06/30/23
Fresno Adult School	Fowler Care Center	Provide facilities to be used for clinical learning opportunities for the LVN and CNA Career Technical Education Programs.	11/01/21	06/30/23
Fresno Adult School	Fresno Post Acute	Provide clinical/work-based learning opportunities for Licensed Vocational Nursing and Certificated Nursing Assistant Programs of Fresno Adult School at no cost.	07/01/21	06/30/23

ZERO DOLLAR CONTRACTS SUBMITTED FOR BOARD RATIFICATION
(MARCH 09, 2022 BOARD OF EDUCATION MEETING)

DEPARTMENT RESPONSIBLE	VENDOR	DESCRIPTION	START DATE	END DATE
Fresno Adult School	Healthcare Centre of Fresno	Provide clinical/work-based learning opportunities for Licensed Vocational Nursing and Certificated Nursing Assistant Programs of Fresno Adult School at no cost.	07/01/21	06/30/23
Fresno Adult School	James Schweer Insurance	Provide clerical extern learning opportunities for the Office Assistant Program at Fresno Adult School.	07/01/21	06/30/23
Fresno Adult School	Madera Community Hospital	Provide clinical/work-based learning opportunities for Licensed Vocational Nursing and Certificated Nursing Assistant Programs of Fresno Adult School at no cost.	07/01/21	06/30/23
Fresno Adult School	Manning Gardens Care Center, Inc.	Provide clinical/work-based learning opportunities for Licensed Vocational Nursing and Certificated Nursing Assistant Programs of Fresno Adult School at no cost.	07/01/21	06/30/23
Fresno Adult School	North Point Healthcare and Wellness Center	Provide facilities to be used for clinical learning opportunities for the LVN and CNA Career Technical Education Programs.	09/01/21	06/30/23

ZERO DOLLAR CONTRACTS SUBMITTED FOR BOARD RATIFICATION
(MARCH 09, 2022 BOARD OF EDUCATION MEETING)

DEPARTMENT RESPONSIBLE	VENDOR	DESCRIPTION	START DATE	END DATE
Fresno Adult School	SE Fresno Community Economic Development	Provide clerical extern learning opportunities for the Office Assistant Program at Fresno Adult School.	07/01/21	06/30/23
Fresno Adult School	Sierra Vista Healthcare	Provide clinical/work-based learning opportunities for Licensed Vocational Nursing and Certificated Nursing Assistant Programs of Fresno Adult School at no cost.	07/01/21	06/30/23
Fresno Adult School	The California Home for the Aged	Provide clinical/work-based learning opportunities for Licensed Vocational Nursing and Certificated Nursing Assistant Programs of Fresno Adult School at no cost.	07/01/21	06/30/23
Fresno Adult School	The Terraces at San Joaquin Gardens	Provide clinical/work-based learning opportunities for Licensed Vocational Nursing and Certificated Nursing Assistant Programs of Fresno Adult School at no cost.	07/01/21	06/30/21
Prevention and Intervention	Assistance League - Operation School Bell	Provide goods/services in any or all sites: clothes, literacy, supplies, health or other services as designated in this agreement.	07/01/21	06/30/24

ZERO DOLLAR CONTRACTS SUBMITTED FOR BOARD RATIFICATION
(MARCH 09, 2022 BOARD OF EDUCATION MEETING)

DEPARTMENT RESPONSIBLE	VENDOR	DESCRIPTION	START DATE	END DATE
Prevention and Intervention	County of Fresno Department of Behavioral Health	Provide a school based mental health clinician assigned to designated sites to provide individual therapy, case management and crisis management. Services are at no cost to the District. This is a one-year extension to original agreement.	07/01/21	06/30/22
Prevention and Intervention	Footsteps, A Licensed Clinical Social Worker Corporation	Provide site based mental health services in the form of individualized therapy for students	08/02/21	06/30/22
Prevention and Intervention	Fresno County Department of Social Services	Provide a monthly electronic list of children living in foster care who attend school in Fresno Unified School District.	07/01/21	06/30/24
School Leadership	UnBoundEd Learning, Inc.	Three-year training to support middle school math leadership.	06/07/21	08/31/23
School Leadership	UnBoundEd Learning, Inc.	Cost Reimbursement Subaward Agreement in association with the SPED Grant from the Math Identity Leadership Accelerator Project. The Pass-Through Entity in UnBoundEd Learning, Inc.	09/30/21	08/31/22

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 09, 2022

AGENDA ITEM B-18

AGENDA SECTION: B

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Discuss and Approve the 2021/22 Second Interim Financial Report

ITEM DESCRIPTION: California school districts are required to approve interim financial reports twice each fiscal year. Fresno Unified School District's 2021/22 Second Interim Financial Report is presented for approval and reflects a positive certification of the district's financial condition. The report is based on the January 31, 2022 year-to-date revenue and expenditures as required by state law.

The Superintendent recommends approval of the Second Interim Financial Report for submission to the County Superintendent of Schools.

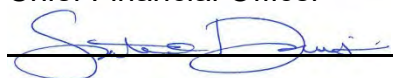
FINANCIAL SUMMARY: A positive certification reflects that the district's projected required reserve for 2021/22 meets the minimum for economic uncertainties (2%). Additionally, projections indicate a positive cash balance for the current year and two subsequent years. In addition, the support material reflects a multi-year projected budget for the Unrestricted General Fund and utilizes the state assumptions developed by the California County Superintendents Educational Services Association.

PREPARED BY: Kim Kelstrom
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

Agenda Item B-18



Second Interim Financial Report 2021/22

March 09, 2022

Overview

Summary:

- *Budget to actual report based on year-to-date results*
- *Positive Certification of the district's financial condition*

Items to Review:

- Financial Reporting Timelines
- Second Interim 2021/22 – Certification
- Second Interim 2021/22 – Current Year Revenues and Expenses
- Multi-Year Projection Assumptions for 2022/23 and 2023/24

Financial Reporting Timelines

State Financial Reports

- ☐ Adopted Budget – June 30
- ☐ First Interim – December 15
- ☐ Second Interim – March 15
- ☐ Unaudited Actuals – September 15
- ☐ Independent Audit – December 15

Local Financial Reports

- ☐ First Budget Revision – typically by October 15
 - Recognize actual beginning balances and carryover
- ☐ Other Budget Revisions as necessary
 - Usually accompany Interim Reports

Second Interim 2021/22 – Certification

Submitting a Positive Certification for Second Interim 2021/22

The district is able to meet its financial obligations for this year and two subsequent years and will have a positive cash balance

Second Interim 2021/22 – Current Year

- ❑ **Local Control Funding Formula (LCFF) – \$86,000**
 - Unduplicated Pupil Percentage 88.03%
- ❑ **Captured Savings Where Appropriate**
 - Salaries and Benefits – \$9.1 million
 - Supplies, Services, Capital Outlay – \$1.3 million
- ❑ **Board Approved One-Time Expenditures Assigned Funds**
 - Utilization of Reserve – \$23.2 million
 - Supplemental and Concentration Carryover – \$22.5 million
 - Design Science Facility – \$3.3 million
 - Education Center Remodel – \$3.0 million
 - Restroom Renovation – \$0.9 million
- ❑ **Future Board Approved Committed Funds**
 - Textbook Adoption – \$35.8 million
 - Pandemic Learning and Recovery – \$61.2 million

Multi-Year Projections

❑ Multi-Year Assumptions

- Local Control Funding Formula
 - ❑ 2022/23 – \$15.3 million
 - 5.33% COLA
 - ❑ 2023/24 – \$18.9 million
 - 3.61% COLA
- Increase contribution to STRS and PERS per statute
 - ❑ 2022/23 – \$11.6 million
 - ❑ 2023/24 – (0.2) million
- Health and Welfare
 - ❑ 2022/23 – \$3.2 million
 - ❑ 2023/24 – \$4.4 million
- Workers' Compensation reserve level at 90% through 2023/24
 - ❑ 2022/23 – \$1.2 million

Projected Employer Pension Increases

CALSTRS

- 2013/14 – 8.25%
- 2014/15 – 8.88%
- 2015/16 – 10.73%
- 2016/17 – 12.58%
- 2017/18 – 14.43%
- 2018/19 – 16.28%
- 2019/20 – 17.10%
- 2020/21 – 16.15%
- **2021/22 – 16.92%**
- 2022/23 – 19.10%
- 2023/24 – 19.10%
- 2024/25 – 19.10%



CalPERS

- 2013/14 – 11.442%
- 2014/15 – 11.771%
- 2015/16 – 11.847%
- 2016/17 – 13.888%
- 2017/18 – 15.531%
- 2018/19 – 18.062%
- 2019/20 – 19.721%
- 2020/21 – 20.700%
- **2021/22 – 22.910%**
- 2022/23 – 25.400%*
- 2023/24 – 25.200%*
- 2024/25 – 24.600%*
- 2025/26 – 23.600%

**Estimated rates provided by CalPERS*



Multi-Year Projections (in millions)

	<u>Projected</u> <u>2021/22</u>	<u>Projected</u> <u>2022/23</u>	<u>Projected</u> <u>2023/24</u>
Ongoing Funds:			
Revenues	\$873.49	\$888.78	\$907.79
Expenses, Sources/Uses	\$850.88	\$904.95	\$914.86
<i>Ongoing Net Change in Fund Balance</i>	\$22.61	(\$16.17)	(\$7.07)
One-Time Funds:			
One-Time Revenues	\$0.78	\$0.00	\$0.00
One-Time Expenses	\$10.95	\$37.75	(\$6.00)
One-Time State and Federal Recovery Funds	\$214.50	\$257.17	\$195.97
One-Time State and Federal Recovery Expenses	\$153.30	\$195.97	\$195.97
<i>One-Time Net Change in Fund Balance</i>	\$51.03	\$23.45	\$6.00
Total Unrestricted General Fund:			
Beginning Balance	\$199.50	\$273.14	\$280.42
Ending Balance	\$273.14	\$280.42	\$279.35
Cash, Inventory, Prepaid Assets	\$3.60	\$3.60	\$3.60
Committed for Future Textbook Adoption	\$35.80	\$21.80	\$21.80
Committed Pandemic Learning and Recovery	\$61.20	\$122.40	\$122.40
Designated Funds	\$23.24	\$7.07	\$0.00
Reserve for One-Time Expenses and Carryover	\$29.75	\$0.00	\$0.00
Net Unrestricted General Fund Balance:	\$119.55	\$125.55	\$131.55
<i>Change in Reserve</i>	\$5.81	\$6.00	\$6.00
Reserve level	9.25%	9.13%	9.82%

Second Interim 2021/22 – Summary

- ❑ Captured savings from current year expenditures
- ❑ Revised Multi-Year Projections
- ❑ **Resulting “Positive Certification”**
- ❑ **Staff recommends approval of the 2021/22 Second Interim Financial Report**

2021/22 Second Interim Financial Report

March 09, 2022

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	<u>Projected</u> <u>2021/22</u>	<u>Projected</u> <u>2022/23</u>	<u>Projected</u> <u>2023/24</u>
Ongoing Funds:			
Revenues	\$873.49	\$888.78	\$907.79
- Expenses, Sources/Uses	\$850.88	\$904.95	\$914.86
Ongoing Net Change in Fund Balance	\$22.61	(\$16.17)	(\$7.07)
One-Time Funds:			
One-Time Revenues	\$0.78	\$0.00	\$0.00
One-Time Expenses	\$10.95	\$37.75	(\$6.00)
One-Time State and Federal Recovery Funds	\$214.50	\$257.17	\$195.97
One-Time State and Federal Recovery Expenses	\$153.30	\$195.97	\$195.97
One-Time Net Change in Fund Balance	\$51.03	\$23.45	\$6.00
Total Unrestricted General Fund:			
Beginning Balance	\$199.50	\$273.14	\$280.42
Ending Balance	\$273.14	\$280.42	\$279.35
 Cash, Inventory, Prepaid Assets	 \$3.60	 \$3.60	 \$3.60
Committed for Future Textbook Adoption	\$35.80	\$21.80	\$21.80
Committed Pandemic Learning and Recovery	\$61.20	\$122.40	\$122.40
Designated Funds	\$23.24	\$7.07	\$0.00
Reserve for One-Time Expenses and Carryover	\$29.75	\$0.00	\$0.00
 Net Unrestricted General Fund Balance:	 \$119.55	 \$125.55	 \$131.55
 Change in Reserve	 \$5.81	 \$6.00	 \$6.00
Reserve level	9.25%	9.13%	9.82%

State Financial Reporting Requirements

The state requires school districts to submit interim financial reports twice a year. The First Interim is due by December 15th and the Second Interim by March 15th. At these times, school districts must certify their financial status for the current and two subsequent fiscal years. The certification status is classified as follows:

- Positive – will meet its reserve requirement and have a positive cash balance
- Qualified – may not meet its reserve requirement and/or may not have a positive cash balance
- Negative – will not meet its reserve requirement and will not have a positive cash balance

Fresno Unified School District has maintained a positive certification since 2006. However, a school district with a qualified or negative certification loses some of its financial autonomy; its collective bargaining agreements are subject to County Office scrutiny prior to board approval; and it is prohibited from incurring specific non-voter-approved financial obligations. In addition, qualified or negatively certified school districts must complete a Third Interim Report by June 1st.

Fresno County Superintendent of Schools (FCSS) Second Interim Memo to School Districts

The FCSS provided guidance in February that outlined the assumptions school districts should follow while preparing their Second Interim reports which includes:

- ✓ *“As each LEA has unique funding and program attributes and needs, it remains essential that LEAs continuously assess their individual situations, work closely with their county offices of education, and plan accordingly to maintain fiscal solvency and educational program integrity.”*
 - ✓ *“Average daily attendance (ADA) has declined by both enrollment declines as well as a lower rate of attendance per enrolled pupil due to COVID-19 quarantines. The Budget Act of 2021-22 encouraged districts to enroll students in independent study to make up the loss in ADA due to COVID.”*
 - ✓ *“On January 10, 2022, Gov. Gavin Newsom released the proposed state budget. The proposal includes a 5.33% cost of living adjustment (COLA) to the Local Control Funding Formula (LCFF), as well as a 5.33% COLA to special education and all other programs outside the LCFF.”*
 - ✓ *“The 2022-23 budget proposals significantly build on special education funding augmentations and other changes provided over the past three years.”*
 - ✓ *“The budget also proposes an additional \$383 million to support the lower student teacher ratios required in transitional kindergarten.”*
 - ✓ *“Declining enrollment projections due to ongoing demographic trends were exacerbated over the last two years due to the COVID-19 pandemic. Under current law, the LCFF for school districts is funded on the better of current or prior year ADA. The budget proposes a third option comprised of average ADA from the last three years, which would allow an extended period of time to adjust budgets for the significant ADA declines most districts have realized.”*
 - ✓ *“For the first time, with the 2022-23 fiscal year, District reserves will be capped at 10% using the assigned/unassigned ending balance within the general fund and special reserve funds.”*
- The prior guidance projected the funded COLA of 2.48% for 2022/23 and 3.11% for 2023/24; current guidance includes the COLA for 2022/23 at 5.33% and for 2023/24 at 3.61%
 - The CalSTRS employer contribution rates remain the same for 2022/23 and 2023/24 at 19.10%
 - The prior guidance projected CalPERS employer contribution rates for 2022/23 at 26.10% and 27.10% for 2023/24; current guidance includes CalPERS rates for 2022/23 at 25.40% and 25.20% for 2023/24
 - The Second Interim recognizes increased Workers' Compensation rate for 2022/23 from 1.15% to 1.60%

Rationale for Positive Certification Status

Staff recommends a positive certification status.

For purposes of this memo and analysis, the assumptions utilized included the provisions outlined in the FCSS memo. Also included are local assumptions related to recovery from COVID-19, changes in benefit rates, indirect rates, and changes in the district's contribution to the Health Fund. After consideration of these factors, the Multi-Year Report indicates that the district will maintain its required reserve and will maintain a positive cash balance.

Current and Future Year Factors

1. Local Control Funding Formula for 2021/22

The 2021/22 Local Control Funding Formula (LCFF) includes an increase to the Unduplicated Pupil Percentage (UPP) based on January 25, 2022, certification from 87.90% to 88.03%, equating to an overall revenue increase of \$86,000.

2. Program Savings

Included in the Second Interim are increased savings in the Unrestricted General Fund of \$9.1 million in salaries and benefits mainly due to the following areas:

- The Governor's final adopted budget included an increase to Supplemental and Concentration funding to be offset by increased staff at school sites of \$30.3 million. At the February 09, 2022, board meeting, staff presented a recommendation for increased staff to support social emotional, academic support and school climate, absenteeism, family engagement, special education, safety, and administrative support. The Second Interim assumes an additional \$7.5 million in savings
- Salary and benefit savings of \$1.6 million based on year-to-date expenditures compared to historic averages as well as one-time savings. Staff will continue to monitor and capture any savings as appropriate

3. Supplies, Services and Capital Outlay

Included in the Second Interim are savings in the area of supplies, services and capital outlay of approximately \$1.3 million primarily in the following areas:

- Transportation Contracts \$ 1.3 million
- School Site and Department Supplies \$ 1.6 million
- Utilities – Increased Rates and Usage (\$ 1.6 million)

All other savings are based on year-to-date experience compared to historical averages.

4. Board of Education Approved One-Time Expenditures

At the June 16, 2021, October 27, 2021, and December 08, 2021, Board of Education meetings, one-time expenditures and carryover of one-time funds were approved. These items total approximately \$63.9 million.

The Second Interim projects \$11.0 million will be expended in 2021/22 in the following main areas:

o Education Center Remodel	\$ 2.0 million
o Design Science Facility	\$ 1.7 million
o Early Teacher Hiring Pool	\$ 2.0 million
o Textbook Adoption	\$ 0.9 million
o Restroom Renovation	\$ 0.4 million
o Fresno High CTE Facility	\$ 0.4 million
o School Site and Department Carryover	\$ 3.1 million
o Maintenance Equipment	\$ 0.3 million
o Technology Software	\$ 0.2 million

The remaining \$52.9 million will be included as assigned fund balance in 2021/22 for 2022/23 as follows:

o Utilization of the Reserve	\$ 23.2 million
o Supplemental and Concentration Carryover	\$ 22.5 million
o Design Science Facility	\$ 3.3 million
o Education Center Remodel	\$ 3.0 million
o Restroom Renovation	\$ 0.9 million

5. Board of Education Committed Funds

At the December 08, 2021, Board of Education meeting, the multi-year projections included the estimated utilization of fund balance and future textbook adoptions of \$86.2 million from the committed fund balance. The Second Interim recognizes increased future textbook adoption commitments for K-6 history and K-6 math for \$10.8 million. The committed fund balances are shown below:

<u>Committed Fund Balance</u>	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>
Future Textbook Adoptions	\$35.8 million	\$ 21.8 million	\$ 21.8 million
Pandemic Learning and Recovery	\$61.2 million	\$122.4 million	\$122.4 million

6. Indirect Cost Rate

The projected additional cost of \$500,000 in the indirect line item is also based on historic averages. For example, the district historically receives approximately 88% of the budgeted indirect cost rate due to grants not being completely spent by fiscal year end. The 2021/22 indirect cost rate is 4.25%.

7. Local Control Funding Formula for 2022/23 and 2023/24

The multi-year projections include LCFF funding at the COLA levels mentioned earlier in the report, resulting in an increase for 2022/23 and 2023/24 of \$15.3 million and \$18.9 million, respectively.

8. CalSTRS and CalPERS for 2022/23 and 2023/24

The multi-year projections include funding employer costs for CalSTRS and CalPERS at the levels mentioned earlier in the report, an increase for the General Fund of \$11.6 million in 2022/23, and a decrease of \$0.2 million in 2023/24.

9. Health Contribution for 2022/23 and 2023/24

In accordance with the current employee bargaining agreements, the district's contribution to the Health Fund for 2021/22 increased by \$906 over 2020/21 to \$20,254. In addition, for each active eligible employee, the district's contribution to the Health Fund is estimated to increase by \$471 in 2022/23 and \$650 in 2023/24, equating to \$3.2 million and \$4.4 million, respectively.

10. Workers' Compensation for 2022/23 and 2023/24

The multi-year projection increases the Workers' Compensation rate from 1.15% to 1.60% and the reserve level of 90% through 2023/24.

11. Indirect Rate for 2022/23 and 2023/24

The 2020/21 Unaudited Actual Financial Report projected the 2022/23 indirect rate at 3.26%. The multi-year projection assumes this rate through 2023/24.

12. Contributions for 2022/23 and 2023/24

Contributions for Special Education and Routine Restricted Maintenance are projected to increase in the multi-year by \$3.0 million for 2022/23, and \$800,000 for 2023/24.

13. Other Post-Employment Benefits (OPEB)

The multi-year projection includes a \$1.5 million contribution from the Unrestricted General Fund for all years. Additionally, \$2.0 million is contributed from the Health Fund for a total of \$3.5 million annually. The OPEB reserve is estimated at \$75.9 million as of June 30, 2022.

Conclusion

A summary of all budgets is reflected in the attached state report. Staff recommends the Board approve the 2021/22 Second Interim Financial Report with a positive certification as presented.

Attachment: State 2021/22 Second Interim Financial Report

**Fresno Unified School District
2021/22 Second Interim**

Fund Name	Actual Beginning Balance	Projected Revenues	Projected Expenditures	Projected Other Financing Sources	Projected Ending Fund Balance
General Fund Unrestricted	\$ 199,504,143	\$ 874,241,286	\$ 691,073,255	\$ (109,529,749)	\$ 273,142,425
General Fund Restricted	\$ 29,688,892	\$ 459,222,922	\$ 593,432,059	\$ 108,058,669	\$ 3,538,424
Total General Fund	\$ 229,193,036	\$ 1,333,464,208	\$ 1,284,505,314	\$ (1,471,080)	\$ 276,680,850

Associated Student Body	\$ 2,046,885	\$ 4,413,452	\$ 3,047,519	\$ -	\$ 3,412,818
Adult Education Fund	\$ 1,745,523	\$ 7,951,723	\$ 7,683,555	\$ -	\$ 2,013,691
Child Development Fund	\$ 703,395	\$ 23,850,952	\$ 24,554,347	\$ -	\$ -
Cafeteria Fund	\$ 13,364,854	\$ 51,442,720	\$ 51,389,702	\$ -	\$ 13,417,872
Deferred Maintenance Fund	\$ -	\$ -	\$ 6,761,766	\$ 6,761,766	\$ -

Adult Education Building Fund	\$ 2,108,027	\$ 25,000	\$ 146,950	\$ -	\$ 1,986,077
Measure X Series B Building Fund	\$ -	\$ -	\$ -	\$ -	\$ -
Measure X Series C Building Fund	\$ 26,794,714	\$ 907,418	\$ -	\$ (27,702,132)	\$ -
Measure X Series D Building Fund	\$ 45,025,854	\$ 850,000	\$ -	\$ (6,000,000)	\$ 39,875,854
Measure M Series A Building Fund	\$ 71,195,647	\$ 524,332	\$ 297,066	\$ (47,075,914)	\$ 24,346,999
Total Building Funds	\$ 145,124,242	\$ 2,306,750	\$ 444,016	\$ (80,778,046)	\$ 66,208,930

Developer Fee Fund	\$ 963,997	\$ 1,557,301	\$ 1,314,580	\$ (28,920)	\$ 1,177,798
County School Facility Fund	\$ 52,720,448	\$ 609,578	\$ 74,896,005	\$ 74,016,280	\$ 52,450,301
Special Reserve for Capital Outlay	\$ 3,608,493	\$ 48,000	\$ 674,808	\$ -	\$ 2,981,685
Total Bond Int and Redemption	\$ 288,473,495	\$ 43,522,656	\$ 63,322,755	\$ -	\$ 268,673,396

Health Fund	\$ 55,510,502	\$ 196,699,684	\$ 191,586,826	\$ (2,000,000)	\$ 58,623,360
Liability Fund	\$ 1,495,019	\$ 7,783,268	\$ 7,525,834	\$ -	\$ 1,752,453
Workers' Compensation Fund	\$ (1,097,149)	\$ 8,263,866	\$ 8,744,110	\$ -	\$ (1,577,393)
Defined Benefits Fund	\$ 10,505,343	\$ 1,237,013	\$ 1,053,047	\$ -	\$ 10,689,309
Total Internal Service Funds	\$ 66,413,715	\$ 213,983,831	\$ 208,909,817	\$ (2,000,000)	\$ 69,487,729

Post Retirement Fund	\$ 69,424,925	\$ 3,000,000	\$ 73,215	\$ 3,500,000	\$ 75,851,710
TOTALS	\$ 873,783,008	\$ 1,686,151,171	\$ 1,727,577,399	\$ -	\$ 832,356,780

Charter Schools	Audited Beginning Balance	Projected Revenues	Projected Expenditures	Projected Ending Fund Balance	Estimated P-2 ADA
Aspen Meadow Charter	\$ 353,260	\$ 4,488,992	\$ 4,461,731	\$ 380,521	232
Aspen Valley Prep	\$ 1,931,700	\$ 5,307,286	\$ 5,207,531	\$ 2,031,454	288
Aspen Ridge Public School	\$ (107,037)	\$ 2,285,369	\$ 2,150,576	\$ 27,756	116
Carter G Woodson Charter	\$ 1,787,301	\$ 6,092,106	\$ 5,777,505	\$ 2,101,902	315
Endeavor Charter School	\$ 306,162	\$ 3,413,367	\$ 3,180,900	\$ 538,629	301
Golden Charter Academy	\$ (103,687)	\$ 3,061,927	\$ 2,901,844	\$ 56,397	167
Morris E Dailey Charter	\$ 4,885,929	\$ 3,276,594	\$ 3,843,755	\$ 4,318,768	307
School of Unlimited Learning	\$ 1,612,386	\$ 3,112,361	\$ 3,112,361	\$ 1,612,386	180
Sierra Charter	\$ 3,244,529	\$ 5,098,395	\$ 5,468,625	\$ 2,874,299	325
University High	\$ 4,036,381	\$ 6,294,676	\$ 6,253,537	\$ 4,077,520	465

G = General Ledger Data; S = Supplemental Data

		Data Supplied For:			
		2021-22 Original Budget	2021-22 Board Approved Operating Budget	2021-22 Actuals to Date	2021-22 Projected Totals
Form	Description				
01I	General Fund/County School Service Fund	GS	GS	GS	GS
08I	Student Activity Special Revenue Fund	G	G	G	G
09I	Charter Schools Special Revenue Fund				
10I	Special Education Pass-Through Fund				
11I	Adult Education Fund	G	G	G	G
12I	Child Development Fund	G	G	G	G
13I	Cafeteria Special Revenue Fund	G	G	G	G
14I	Deferred Maintenance Fund	G	G	G	G
15I	Pupil Transportation Equipment Fund				
17I	Special Reserve Fund for Other Than Capital Outlay Projects				
18I	School Bus Emissions Reduction Fund				
19I	Foundation Special Revenue Fund				
20I	Special Reserve Fund for Postemployment Benefits				
21I	Building Fund	G	G	G	G
25I	Capital Facilities Fund	G	G	G	G
30I	State School Building Lease-Purchase Fund				
35I	County School Facilities Fund	G	G	G	G
40I	Special Reserve Fund for Capital Outlay Projects	G	G	G	G
49I	Capital Project Fund for Blended Component Units				
51I	Bond Interest and Redemption Fund	G	G	G	G
52I	Debt Service Fund for Blended Component Units				
53I	Tax Override Fund				
56I	Debt Service Fund				
57I	Foundation Permanent Fund				
61I	Cafeteria Enterprise Fund				
62I	Charter Schools Enterprise Fund				
63I	Other Enterprise Fund				
66I	Warehouse Revolving Fund				
67I	Self-Insurance Fund	G	G	G	G
71I	Retiree Benefit Fund	G	G	G	G
73I	Foundation Private-Purpose Trust Fund				
76I	Warrant/Pass-Through Fund				
95I	Student Body Fund				
AI	Average Daily Attendance	S	S		S
CASH	Cashflow Worksheet				
CHG	Change Order Form				
CI	Interim Certification				S
ESMOE	Every Student Succeeds Act Maintenance of Effort				GS
ICR	Indirect Cost Rate Worksheet				S
MYPI	Multiyear Projections - General Fund				GS
SIAI	Summary of Interfund Activities - Projected Year Totals				G
01CSI	Criteria and Standards Review				S

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
A. REVENUES								
1) LCFF Sources		8010-8099	814,231,696.00	846,606,462.00	449,026,717.18	846,691,056.00	84,594.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	14,650,014.00	15,583,002.00	8,266,338.48	15,537,188.00	(45,814.00)	-0.3%
4) Other Local Revenue		8600-8799	11,139,137.00	12,132,560.00	6,288,917.42	12,013,042.00	(119,518.00)	-1.0%
5) TOTAL, REVENUES			840,020,847.00	874,322,024.00	463,581,973.08	874,241,286.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	322,961,417.00	339,575,667.00	184,156,437.07	336,549,686.00	3,025,981.00	0.9%
2) Classified Salaries		2000-2999	88,607,498.00	89,844,137.00	55,360,420.54	87,834,207.00	2,009,930.00	2.2%
3) Employee Benefits		3000-3999	192,326,546.00	203,148,371.00	108,905,889.93	201,194,547.00	1,953,824.00	1.0%
4) Books and Supplies		4000-4999	24,379,864.00	26,122,591.00	14,871,065.03	25,994,029.00	128,562.00	0.5%
5) Services and Other Operating Expenditures		5000-5999	72,578,942.00	56,076,683.00	34,368,977.99	53,595,544.00	2,481,139.00	4.4%
6) Capital Outlay		6000-6999	5,906,340.00	4,944,968.00	276,495.40	4,834,623.00	110,345.00	2.2%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	1,207,209.00	1,407,261.00	964,837.94	1,394,296.00	12,965.00	0.9%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(20,028,099.00)	(22,997,736.00)	(2,224.16)	(20,323,677.00)	(2,674,059.00)	11.6%
9) TOTAL, EXPENDITURES			687,939,717.00	698,121,942.00	398,901,899.74	691,073,255.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			152,081,130.00	176,200,082.00	64,680,073.34	183,168,031.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	28,920.00	28,920.00	0.00	28,920.00	0.00	0.0%
b) Transfers Out		7600-7629	1,500,000.00	1,500,000.00	375,000.00	1,500,000.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(111,622,266.00)	(110,151,198.00)	0.00	(108,058,669.00)	2,092,529.00	-1.9%
4) TOTAL, OTHER FINANCING SOURCES/USES			(113,093,346.00)	(111,622,278.00)	(375,000.00)	(109,529,749.00)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			38,987,784.00	64,577,804.00	64,305,073.34	73,638,282.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	183,024,752.74	199,504,143.26		199,504,143.26	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			183,024,752.74	199,504,143.26		199,504,143.26		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			183,024,752.74	199,504,143.26		199,504,143.26		
2) Ending Balance, June 30 (E + F1e)			222,012,536.74	264,081,947.26		273,142,425.26		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	90,917.75	96,775.62		96,775.62		
Stores		9712	2,725,283.88	2,528,519.31		2,528,519.31		
Prepaid Items		9713	1,162,384.09	977,805.60		977,805.60		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	87,100,000.00	86,200,000.00		97,000,000.00		
Future Textbook Adoption	0000	9760	25,900,000.00					
Pandemic Learning Recovery	0000	9760	61,200,000.00					
Future Textbook Adoption	0000	9760		25,000,000.00				
Pandemic Learning Recovery	0000	9760		61,200,000.00				
Future Textbook Adoption	0000	9760				35,800,000.00		
Pandemic Learning Recovery	0000	9760				61,200,000.00		
d) Assigned								
Other Assignments		9780	32,000,000.00	50,010,000.00		52,990,000.00		
Utilization of Reserve	0000	9780	32,000,000.00					
Design Science Building	0000	9780		3,350,000.00				
Education Center Remodel	0000	9780		3,000,000.00				
Restroom Renovation	0000	9780		900,000.00				
Supplemental and Concentration	0000	9780		22,500,000.00				
Utilization of Reserve	0000	9780		20,260,000.00				
Design Science Building	0000	9780				3,350,000.00		
Restroom Renovation	0000	9780				900,000.00		
Education Center Remodel	0000	9780				3,000,000.00		
Utilization of Reserve	0000	9780				23,240,000.00		
Supplemental and Concentration Carry	0000	9780				22,500,000.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	98,933,951.02	124,268,846.73		119,549,324.73		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	679,245,522.00	608,166,499.00	335,840,927.00	608,251,093.00	84,594.00	0.0%
Education Protection Account State Aid - Current Year		8012	67,372,288.00	166,014,530.00	83,008,059.00	166,014,530.00	0.00	0.0%
State Aid - Prior Years		8019	0.00	0.00	150,036.14	0.00	0.00	0.0%
Tax Relief Subventions								
Homeowners' Exemptions		8021	545,489.00	545,489.00	257,448.71	545,489.00	0.00	0.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	305,096.00	305,096.00	0.00	305,096.00	0.00	0.0%
County & District Taxes								
Secured Roll Taxes		8041	61,216,971.00	66,301,389.00	33,218,555.41	66,301,389.00	0.00	0.0%
Unsecured Roll Taxes		8042	2,702,637.00	2,702,637.00	159,998.24	2,702,637.00	0.00	0.0%
Prior Years' Taxes		8043	227,900.00	227,900.00	0.00	227,900.00	0.00	0.0%
Supplemental Taxes		8044	2,023,608.00	2,023,608.00	683,324.77	2,023,608.00	0.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	(1,728,390.00)	(1,728,390.00)	(2,337,170.85)	(1,728,390.00)	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	6,439,961.00	6,439,961.00	308,334.86	6,439,961.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			818,351,082.00	850,998,719.00	451,289,513.28	851,083,313.00	84,594.00	0.0%
LCFF Transfers								
Unrestricted LCFF								
Transfers - Current Year	0000	8091	0.00	0.00	0.00	0.00	0.00	0.0%
All Other LCFF								
Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	(4,119,386.00)	(4,392,257.00)	(2,262,796.10)	(4,392,257.00)	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			814,231,696.00	846,606,462.00	449,026,717.18	846,691,056.00	84,594.00	0.0%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.00	0.00		
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00		
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00		
Donated Food Commodities		8221	0.00	0.00	0.00	0.00		
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00		
Title I, Part A, Basic	3010	8290						
Title I, Part D, Local Delinquent Programs	3025	8290						
Title II, Part A, Supporting Effective Instruction	4035	8290						

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Title III, Part A, Immigrant Student Program	4201	8290						
Title III, Part A, English Learner Program	4203	8290						
Public Charter Schools Grant Program (PCSGP)	4610	8290						
	3040, 3045, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630	8290						
Other NCLB / Every Student Succeeds Act		8290						
Career and Technical Education	3500-3599	8290						
All Other Federal Revenue	All Other	8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Other State Apportionments								
ROC/P Entitlement Prior Years	6360	8319						
Special Education Master Plan Current Year	6500	8311						
Prior Years	6500	8319						
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00		
Mandated Costs Reimbursements		8550	2,779,509.00	2,779,509.00	2,733,695.00	2,733,695.00	(45,814.00)	-1.6%
Lottery - Unrestricted and Instructional Materials		8560	10,481,580.00	11,390,007.00	4,744,551.48	11,390,007.00	0.00	0.0%
Tax Relief Subventions Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00		
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590						
Charter School Facility Grant	6030	8590						
Career Technical Education Incentive Grant Program	6387	8590						
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590						
California Clean Energy Jobs Act	6230	8590						
Specialized Secondary	7370	8590						
American Indian Early Childhood Education	7210	8590						
All Other State Revenue	All Other	8590	1,388,925.00	1,413,486.00	788,092.00	1,413,486.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			14,650,014.00	15,583,002.00	8,266,338.48	15,537,188.00	(45,814.00)	-0.3%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00		
Unsecured Roll		8616	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00		
Supplemental Taxes		8618	0.00	0.00	0.00	0.00		
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Non-LCFF								
Taxes		8629	0.00	0.00	0.00	0.00		
Sales								
Sale of Equipment/Supplies		8631	42,527.00	42,527.00	0.00	28,213.00	(14,314.00)	-33.7%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	385,000.00	385,000.00	51,163.25	81,843.00	(303,157.00)	-78.7%
Interest		8660	2,000,000.00	2,000,000.00	777,139.13	2,000,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	(781.43)	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	8,711,610.00	9,705,033.00	5,461,396.47	9,902,986.00	197,953.00	2.0%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791						
From County Offices	6500	8792						
From JPAs	6500	8793						
ROC/P Transfers								
From Districts or Charter Schools	6360	8791						
From County Offices	6360	8792						
From JPAs	6360	8793						
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			11,139,137.00	12,132,560.00	6,288,917.42	12,013,042.00	(119,518.00)	-1.0%
TOTAL, REVENUES			840,020,847.00	874,322,024.00	463,581,973.08	874,241,286.00	(80,738.00)	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Certificated Teachers' Salaries		1100	271,770,931.00	270,359,084.00	146,323,515.56	267,372,747.00	2,986,337.00	1.1%
Certificated Pupil Support Salaries		1200	5,292,188.00	22,090,465.00	12,039,518.85	22,055,366.00	35,099.00	0.2%
Certificated Supervisors' and Administrators' Salaries		1300	43,015,584.00	44,218,092.00	24,267,282.55	44,326,209.00	(108,117.00)	-0.2%
Other Certificated Salaries		1900	2,882,714.00	2,908,026.00	1,526,120.11	2,795,364.00	112,662.00	3.9%
TOTAL, CERTIFICATED SALARIES			322,961,417.00	339,575,667.00	184,156,437.07	336,549,686.00	3,025,981.00	0.9%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	6,192,262.00	8,359,435.00	3,303,485.46	7,437,504.00	921,931.00	11.0%
Classified Support Salaries		2200	40,852,014.00	42,966,444.00	25,961,391.90	42,929,311.00	37,133.00	0.1%
Classified Supervisors' and Administrators' Salaries		2300	12,063,405.00	11,794,328.00	7,133,668.86	11,319,506.00	474,822.00	4.0%
Clerical, Technical and Office Salaries		2400	27,223,500.00	24,389,445.00	16,588,874.73	24,361,709.00	27,736.00	0.1%
Other Classified Salaries		2900	2,276,317.00	2,334,485.00	2,372,999.59	1,786,177.00	548,308.00	23.5%
TOTAL, CLASSIFIED SALARIES			88,607,498.00	89,844,137.00	55,360,420.54	87,834,207.00	2,009,930.00	2.2%
EMPLOYEE BENEFITS								
STRS		3101-3102	52,958,198.00	55,573,781.00	35,727,226.59	55,127,937.00	445,844.00	0.8%
PERS		3201-3202	18,695,333.00	17,797,479.00	10,612,711.24	17,362,939.00	434,540.00	2.4%
OASDI/Medicare/Alternative		3301-3302	10,400,025.00	10,952,857.00	6,416,783.43	10,892,740.00	60,117.00	0.5%
Health and Welfare Benefits		3401-3402	73,245,193.00	81,410,930.00	37,792,607.26	80,865,918.00	545,012.00	0.7%
Unemployment Insurance		3501-3502	4,698,909.00	1,659,129.00	1,281,702.85	1,638,139.00	20,990.00	1.3%
Workers' Compensation		3601-3602	4,659,678.00	4,859,629.00	2,761,525.01	4,838,796.00	20,833.00	0.4%
OPEB, Allocated		3701-3702	27,379,368.00	30,576,702.00	13,977,402.04	30,153,448.00	423,254.00	1.4%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	289,842.00	317,864.00	335,931.51	314,630.00	3,234.00	1.0%
TOTAL, EMPLOYEE BENEFITS			192,326,546.00	203,148,371.00	108,905,889.93	201,194,547.00	1,953,824.00	1.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	1,503.00	900,000.00	0.00	900,000.00	0.00	0.0%
Books and Other Reference Materials		4200	908,000.00	1,066,345.11	340,009.10	684,352.00	381,993.11	35.8%
Materials and Supplies		4300	18,302,511.00	18,321,209.89	8,783,999.34	19,144,133.00	(822,923.11)	-4.5%
Noncapitalized Equipment		4400	4,926,700.00	5,593,886.00	5,733,863.26	5,057,394.00	536,492.00	9.6%
Food		4700	241,150.00	241,150.00	13,193.33	208,150.00	33,000.00	13.7%
TOTAL, BOOKS AND SUPPLIES			24,379,864.00	26,122,591.00	14,871,065.03	25,994,029.00	128,562.00	0.5%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	20,214,566.00	18,500,741.00	2,274,239.05	10,577,105.00	7,923,636.00	42.8%
Travel and Conferences		5200	1,238,659.00	1,105,323.00	174,745.76	606,558.00	498,765.00	45.1%
Dues and Memberships		5300	149,191.00	161,161.00	145,595.90	160,423.00	738.00	0.5%
Insurance		5400-5450	4,539,210.00	5,044,633.00	2,762,529.87	5,032,398.00	12,235.00	0.2%
Operations and Housekeeping Services		5500	23,821,060.00	23,821,060.00	13,741,866.38	25,836,700.00	(2,015,640.00)	-8.5%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	6,348,739.00	6,522,196.00	4,197,524.65	6,519,878.00	2,318.00	0.0%
Transfers of Direct Costs		5710	(2,515,532.00)	(2,501,894.00)	89,519.54	(1,821,047.00)	(680,847.00)	27.2%
Transfers of Direct Costs - Interfund		5750	(127,975.00)	(94,657.00)	(3,166.82)	(32,824.00)	(61,833.00)	65.3%
Professional/Consulting Services and Operating Expenditures		5800	15,786,589.00	393,248.00	10,731,910.80	3,867,855.00	(3,474,607.00)	-883.6%
Communications		5900	3,124,435.00	3,124,872.00	254,212.86	2,848,498.00	276,374.00	8.8%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			72,578,942.00	56,076,683.00	34,368,977.99	53,595,544.00	2,481,139.00	4.4%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CAPITAL OUTLAY								
Land		6100	28,000.00	28,050.00	0.00	28,005.00	45.00	0.2%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	5,264,006.00	3,679,027.00	4,157.73	3,679,027.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	101,159.00	672,462.00	50,382.44	614,274.00	58,188.00	8.7%
Equipment Replacement		6500	513,175.00	565,429.00	221,955.23	513,317.00	52,112.00	9.2%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			5,906,340.00	4,944,968.00	276,495.40	4,834,623.00	110,345.00	2.2%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	88,265.00	88,265.00	15.00	75,300.00	12,965.00	14.7%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	134,001.00	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221						
To County Offices	6500	7222						
To JPAs	6500	7223						
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221						
To County Offices	6360	7222						
To JPAs	6360	7223						
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	1,118,944.00	1,318,996.00	830,821.94	1,318,996.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			1,207,209.00	1,407,261.00	964,837.94	1,394,296.00	12,965.00	0.9%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	(17,499,259.00)	(20,397,468.00)	(2,224.16)	(17,945,334.00)	(2,452,134.00)	12.0%
Transfers of Indirect Costs - Interfund		7350	(2,528,840.00)	(2,600,268.00)	0.00	(2,378,343.00)	(221,925.00)	8.5%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(20,028,099.00)	(22,997,736.00)	(2,224.16)	(20,323,677.00)	(2,674,059.00)	11.6%
TOTAL, EXPENDITURES			687,939,717.00	698,121,942.00	398,901,899.74	691,073,255.00	7,048,687.00	1.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	28,920.00	28,920.00	0.00	28,920.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			28,920.00	28,920.00	0.00	28,920.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	1,500,000.00	1,500,000.00	375,000.00	1,500,000.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			1,500,000.00	1,500,000.00	375,000.00	1,500,000.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	(111,622,266.00)	(110,151,198.00)	0.00	(108,058,669.00)	2,092,529.00	-1.9%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(111,622,266.00)	(110,151,198.00)	0.00	(108,058,669.00)	2,092,529.00	-1.9%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			(113,093,346.00)	(111,622,278.00)	(375,000.00)	(109,529,749.00)	2,092,529.00	-1.9%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	209,856,651.00	294,122,675.00	103,482,527.95	270,666,828.00	(23,455,847.00)	-8.0%
3) Other State Revenue		8300-8599	172,537,953.00	192,933,805.00	100,998,916.30	164,486,103.00	(28,447,702.00)	-14.7%
4) Other Local Revenue		8600-8799	7,188,937.00	26,766,785.00	6,852,700.48	24,069,991.00	(2,696,794.00)	-10.1%
5) TOTAL, REVENUES			389,583,541.00	513,823,265.00	211,334,144.73	459,222,922.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	170,137,684.00	196,961,111.00	90,667,488.86	197,536,005.00	(574,894.00)	-0.3%
2) Classified Salaries		2000-2999	64,454,566.00	69,245,590.00	34,124,643.24	65,044,935.00	4,200,655.00	6.1%
3) Employee Benefits		3000-3999	151,980,715.00	159,284,023.00	50,447,102.91	153,238,017.00	6,046,006.00	3.8%
4) Books and Supplies		4000-4999	43,286,823.00	107,924,864.00	16,729,049.40	90,636,281.00	17,288,583.00	16.0%
5) Services and Other Operating Expenditures		5000-5999	55,958,858.00	93,601,606.00	17,544,672.87	65,353,520.00	28,248,086.00	30.2%
6) Capital Outlay		6000-6999	2,105,302.00	2,484,542.00	20,520.28	1,083,609.00	1,400,933.00	56.4%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	1,504,358.00	2,594,358.00	1,533,790.13	2,594,358.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	17,499,259.00	20,397,468.00	2,224.16	17,945,334.00	2,452,134.00	12.0%
9) TOTAL, EXPENDITURES			506,927,565.00	652,493,562.00	211,069,491.85	593,432,059.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(117,344,024.00)	(138,670,297.00)	264,652.88	(134,209,137.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	7,356,409.00	7,356,409.00	3,250,000.00	6,761,766.00	(594,643.00)	-8.1%
b) Transfers Out		7600-7629	7,356,409.00	7,356,409.00	3,250,000.00	6,761,766.00	594,643.00	8.1%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	111,622,266.00	110,151,198.00	0.00	108,058,669.00	(2,092,529.00)	-1.9%
4) TOTAL, OTHER FINANCING SOURCES/USES			111,622,266.00	110,151,198.00	0.00	108,058,669.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(5,721,758.00)	(28,519,099.00)	264,652.88	(26,150,468.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	6,891,551.59	29,688,892.30		29,688,892.30	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			6,891,551.59	29,688,892.30		29,688,892.30		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			6,891,551.59	29,688,892.30		29,688,892.30		
2) Ending Balance, June 30 (E + F1e)			1,169,793.59	1,169,793.30		3,538,424.30		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	1,169,793.59	1,169,794.01		3,538,425.55		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	(0.71)		(1.25)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	0.00	0.00	0.00	0.00		
Education Protection Account State Aid - Current Year		8012	0.00	0.00	0.00	0.00		
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00		
Tax Relief Subventions								
Homeowners' Exemptions		8021	0.00	0.00	0.00	0.00		
Timber Yield Tax		8022	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00		
County & District Taxes								
Secured Roll Taxes		8041	0.00	0.00	0.00	0.00		
Unsecured Roll Taxes		8042	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8043	0.00	0.00	0.00	0.00		
Supplemental Taxes		8044	0.00	0.00	0.00	0.00		
Education Revenue Augmentation Fund (ERAF)		8045	0.00	0.00	0.00	0.00		
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00		
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00		
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00		
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00		
Subtotal, LCFF Sources			0.00	0.00	0.00	0.00		
LCFF Transfers								
Unrestricted LCFF Transfers - Current Year	0000	8091						
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00		
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	15,979,212.00	16,235,091.00	(13,823,641.24)	16,235,091.00	0.00	0.0%
Special Education Discretionary Grants		8182	1,367,099.00	1,455,208.00	(1,237,996.93)	1,455,208.00	0.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00		
Flood Control Funds		8270	0.00	0.00	0.00	0.00		
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00		
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	452,430.00	704,700.00	153,665.07	691,200.00	(13,500.00)	-1.9%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	64,681,312.00	73,194,807.00	27,968,796.98	57,039,523.00	(16,155,284.00)	-22.1%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	12,696,576.00	10,817,182.00	6,851,279.29	6,305,240.00	(4,511,942.00)	-41.7%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Title III, Part A, Immigrant Student Program	4201	8290	191,939.00	194,609.00	78,601.31	194,609.00	0.00	0.0%
Title III, Part A, English Learner Program	4203	8290	1,727,922.00	1,677,917.00	492,677.27	1,678,130.00	213.00	0.0%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
	3040, 3045, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128,							
Other NCLB / Every Student Succeeds Act	5630	8290	8,280,241.00	8,194,998.00	2,694,148.99	7,977,195.00	(217,803.00)	-2.7%
Career and Technical Education	3500-3599	8290	1,084,387.00	1,231,863.00	57,759.45	1,228,770.00	(3,093.00)	-0.3%
All Other Federal Revenue	All Other	8290	103,395,533.00	180,416,300.00	80,247,237.76	177,861,862.00	(2,554,438.00)	-1.4%
TOTAL, FEDERAL REVENUE			209,856,651.00	294,122,675.00	103,482,527.95	270,666,828.00	(23,455,847.00)	-8.0%
OTHER STATE REVENUE								
Other State Apportionments								
ROC/P Entitlement								
Prior Years	6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan								
Current Year	6500	8311	51,798,399.00	56,250,649.00	30,382,103.00	56,250,649.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	13,858.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	1,243,809.00	1,243,809.00	711,798.00	1,243,809.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	0.00	0.00	0.00	0.00		
Lottery - Unrestricted and Instructional Materials		8560	3,424,071.00	4,542,135.00	(93,308.94)	4,542,135.00	0.00	0.0%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	4,472,229.00	4,654,149.00	(263,056.55)	4,654,149.00	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	1,109,186.00	1,955,840.00	2,794,958.32	2,270,954.00	315,114.00	16.1%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590	0.00	0.00	0.00	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	110,490,259.00	124,287,223.00	67,452,564.47	95,524,407.00	(28,762,816.00)	-23.1%
TOTAL, OTHER STATE REVENUE			172,537,953.00	192,933,805.00	100,998,916.30	164,486,103.00	(28,447,702.00)	-14.7%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	2,037,596.00	2,037,596.00	1,490,255.43	1,500,000.00	(537,596.00)	-26.4%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00		
Non-Resident Students		8672	0.00	0.00	0.00	0.00		
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustme		8691	0.00	0.00	0.00	0.00		
Pass-Through Revenues From Local Sources		8697	0.00	1,090,000.00	0.00	1,090,000.00	0.00	0.0%
All Other Local Revenue		8699	5,151,341.00	23,639,189.00	5,362,445.05	21,479,991.00	(2,159,198.00)	-9.1%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			7,188,937.00	26,766,785.00	6,852,700.48	24,069,991.00	(2,696,794.00)	-10.1%
TOTAL, REVENUES			389,583,541.00	513,823,265.00	211,334,144.73	459,222,922.00	(54,600,343.00)	-10.6%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	119,916,082.00	145,129,170.00	70,411,896.05	148,100,385.00	(2,971,215.00)	-2.0%
Certificated Pupil Support Salaries		1200	30,041,147.00	30,207,832.00	9,167,379.28	30,035,873.00	171,959.00	0.6%
Certificated Supervisors' and Administrators' Salaries		1300	8,189,413.00	9,042,991.00	4,624,457.82	7,568,374.00	1,474,617.00	16.3%
Other Certificated Salaries		1900	11,991,042.00	12,581,118.00	6,463,755.71	11,831,373.00	749,745.00	6.0%
TOTAL, CERTIFICATED SALARIES			170,137,684.00	196,961,111.00	90,667,488.86	197,536,005.00	(574,894.00)	-0.3%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	31,056,919.00	30,429,861.00	17,045,253.99	28,518,135.00	1,911,726.00	6.3%
Classified Support Salaries		2200	24,847,811.00	28,578,513.00	12,036,570.00	27,469,941.00	1,108,572.00	3.9%
Classified Supervisors' and Administrators' Salaries		2300	3,270,316.00	3,430,580.00	1,793,107.96	3,345,894.00	84,686.00	2.5%
Clerical, Technical and Office Salaries		2400	4,415,002.00	4,616,801.00	2,732,722.94	4,903,146.00	(286,345.00)	-6.2%
Other Classified Salaries		2900	864,518.00	2,189,835.00	516,988.35	807,819.00	1,382,016.00	63.1%
TOTAL, CLASSIFIED SALARIES			64,454,566.00	69,245,590.00	34,124,643.24	65,044,935.00	4,200,655.00	6.1%
EMPLOYEE BENEFITS								
STRS		3101-3102	69,738,487.00	78,790,618.00	13,556,713.42	72,875,383.00	5,915,235.00	7.5%
PERS		3201-3202	13,584,834.00	13,596,114.00	6,781,405.36	13,147,169.00	448,945.00	3.3%
OASDI/Medicare/Alternative		3301-3302	6,906,522.00	6,866,072.00	3,455,756.48	6,683,111.00	182,961.00	2.7%
Health and Welfare Benefits		3401-3402	41,547,803.00	40,695,061.00	18,091,706.73	41,356,634.00	(661,573.00)	-1.6%
Unemployment Insurance		3501-3502	2,070,078.00	1,580,640.00	538,680.12	1,441,012.00	139,628.00	8.8%
Workers' Compensation		3601-3602	2,730,050.00	2,816,879.00	1,203,190.59	2,705,343.00	111,536.00	4.0%
OPEB, Allocated		3701-3702	15,091,899.00	14,632,235.00	6,691,278.96	14,736,409.00	(104,174.00)	-0.7%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	311,042.00	306,404.00	128,371.25	292,956.00	13,448.00	4.4%
TOTAL, EMPLOYEE BENEFITS			151,980,715.00	159,284,023.00	50,447,102.91	153,238,017.00	6,046,006.00	3.8%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	500,000.00	2,180,000.00	1,292,302.26	2,180,000.00	0.00	0.0%
Books and Other Reference Materials		4200	3,354,091.00	3,169,140.00	2,292,017.65	3,153,466.00	15,674.00	0.5%
Materials and Supplies		4300	21,608,794.00	56,742,839.00	10,125,899.09	52,106,679.00	4,636,160.00	8.2%
Noncapitalized Equipment		4400	17,821,438.00	45,830,385.00	3,018,830.40	33,196,136.00	12,634,249.00	27.6%
Food		4700	2,500.00	2,500.00	0.00	0.00	2,500.00	100.0%
TOTAL, BOOKS AND SUPPLIES			43,286,823.00	107,924,864.00	16,729,049.40	90,636,281.00	17,288,583.00	16.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	22,312,582.00	38,528,143.00	6,876,544.87	27,139,610.00	11,388,533.00	29.6%
Travel and Conferences		5200	1,485,684.00	1,684,473.00	397,959.93	1,115,080.00	569,393.00	33.8%
Dues and Memberships		5300	1,610.00	34,351.00	26,739.00	26,739.00	7,612.00	22.2%
Insurance		5400-5450	2,695,561.00	2,755,341.00	1,202,195.67	2,658,776.00	96,565.00	3.5%
Operations and Housekeeping Services		5500	63,184.00	63,184.00	0.00	1,500.00	61,684.00	97.6%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	2,377,384.00	2,357,765.00	630,679.75	2,171,898.00	185,867.00	7.9%
Transfers of Direct Costs		5710	2,515,532.00	2,501,894.00	(89,519.54)	1,821,047.00	680,847.00	27.2%
Transfers of Direct Costs - Interfund		5750	(3,493,787.00)	(3,090,787.00)	(127,428.88)	(1,353,784.00)	(1,737,003.00)	56.2%
Professional/Consulting Services and Operating Expenditures		5800	26,477,346.00	47,197,980.00	7,294,743.29	30,264,209.00	16,933,771.00	35.9%
Communications		5900	1,523,762.00	1,569,262.00	1,332,758.78	1,508,445.00	60,817.00	3.9%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			55,958,858.00	93,601,606.00	17,544,672.87	65,353,520.00	28,248,086.00	30.2%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	1,120,302.00	1,569,606.00	(260,362.90)	255,567.00	1,314,039.00	83.7%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	731,331.00	721,267.00	280,913.18	566,670.00	154,597.00	21.4%
Equipment Replacement		6500	253,669.00	193,669.00	(30.00)	261,372.00	(67,703.00)	-35.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			2,105,302.00	2,484,542.00	20,520.28	1,083,609.00	1,400,933.00	56.4%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	1,504,358.00	1,504,358.00	518,790.13	1,504,358.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	1,090,000.00	1,015,000.00	1,090,000.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			1,504,358.00	2,594,358.00	1,533,790.13	2,594,358.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	17,499,259.00	20,397,468.00	2,224.16	17,945,334.00	2,452,134.00	12.0%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			17,499,259.00	20,397,468.00	2,224.16	17,945,334.00	2,452,134.00	12.0%
TOTAL, EXPENDITURES			506,927,565.00	652,493,562.00	211,069,491.85	593,432,059.00	59,061,503.00	9.1%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00		
Other Authorized Interfund Transfers In		8919	7,356,409.00	7,356,409.00	3,250,000.00	6,761,766.00	(594,643.00)	-8.1%
(a) TOTAL, INTERFUND TRANSFERS IN			7,356,409.00	7,356,409.00	3,250,000.00	6,761,766.00	(594,643.00)	-8.1%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	7,356,409.00	7,356,409.00	3,250,000.00	6,761,766.00	594,643.00	8.1%
(b) TOTAL, INTERFUND TRANSFERS OUT			7,356,409.00	7,356,409.00	3,250,000.00	6,761,766.00	594,643.00	8.1%
OTHER SOURCES/USES								
SOURCES								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00		
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	111,622,266.00	110,151,198.00	0.00	108,058,669.00	(2,092,529.00)	-1.9%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			111,622,266.00	110,151,198.00	0.00	108,058,669.00	(2,092,529.00)	-1.9%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			111,622,266.00	110,151,198.00	0.00	108,058,669.00	2,092,529.00	-1.9%

2021-22 Second Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
A. REVENUES								
1) LCFF Sources		8010-8099	814,231,696.00	846,606,462.00	449,026,717.18	846,691,056.00	84,594.00	0.0%
2) Federal Revenue		8100-8299	209,856,651.00	294,122,675.00	103,482,527.95	270,666,828.00	(23,455,847.00)	-8.0%
3) Other State Revenue		8300-8599	187,187,967.00	208,516,807.00	109,265,254.78	180,023,291.00	(28,493,516.00)	-13.7%
4) Other Local Revenue		8600-8799	18,328,074.00	38,899,345.00	13,141,617.90	36,083,033.00	(2,816,312.00)	-7.2%
5) TOTAL, REVENUES			1,229,604,388.00	1,388,145,289.00	674,916,117.81	1,333,464,208.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	493,099,101.00	536,536,778.00	274,823,925.93	534,085,691.00	2,451,087.00	0.5%
2) Classified Salaries		2000-2999	153,062,064.00	159,089,727.00	89,485,063.78	152,879,142.00	6,210,585.00	3.9%
3) Employee Benefits		3000-3999	344,307,261.00	362,432,394.00	159,352,992.84	354,432,564.00	7,999,830.00	2.2%
4) Books and Supplies		4000-4999	67,666,687.00	134,047,455.00	31,600,114.43	116,630,310.00	17,417,145.00	13.0%
5) Services and Other Operating Expenditures		5000-5999	128,537,800.00	149,678,289.00	51,913,650.86	118,949,064.00	30,729,225.00	20.5%
6) Capital Outlay		6000-6999	8,011,642.00	7,429,510.00	297,015.68	5,918,232.00	1,511,278.00	20.3%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	2,711,567.00	4,001,619.00	2,498,628.07	3,988,654.00	12,965.00	0.3%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(2,528,840.00)	(2,600,268.00)	0.00	(2,378,343.00)	(221,925.00)	8.5%
9) TOTAL, EXPENDITURES			1,194,867,282.00	1,350,615,504.00	609,971,391.59	1,284,505,314.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			34,737,106.00	37,529,785.00	64,944,726.22	48,958,894.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	7,385,329.00	7,385,329.00	3,250,000.00	6,790,686.00	(594,643.00)	-8.1%
b) Transfers Out		7600-7629	8,856,409.00	8,856,409.00	3,625,000.00	8,261,766.00	594,643.00	6.7%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(1,471,080.00)	(1,471,080.00)	(375,000.00)	(1,471,080.00)		

2021-22 Second Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			33,266,026.00	36,058,705.00	64,569,726.22	47,487,814.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	189,916,304.33	229,193,035.56		229,193,035.56	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			189,916,304.33	229,193,035.56		229,193,035.56		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			189,916,304.33	229,193,035.56		229,193,035.56		
2) Ending Balance, June 30 (E + F1e)			223,182,330.33	265,251,740.56		276,680,849.56		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	90,917.75	96,775.62		96,775.62		
Stores		9712	2,725,283.88	2,528,519.31		2,528,519.31		
Prepaid Items		9713	1,162,384.09	977,805.60		977,805.60		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	1,169,793.59	1,169,794.01		3,538,425.55		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	87,100,000.00	86,200,000.00		97,000,000.00		
Future Textbook Adoption	0000	9760	25,900,000.00					
Pandemic Learning Recovery	0000	9760	61,200,000.00					
Future Textbook Adoption	0000	9760		25,000,000.00				
Pandemic Learning Recovery	0000	9760		61,200,000.00				
Future Textbook Adoption	0000	9760				35,800,000.00		
Pandemic Learning Recovery	0000	9760				61,200,000.00		
d) Assigned								
Other Assignments		9780	32,000,000.00	50,010,000.00		52,990,000.00		
Utilization of Reserve	0000	9780	32,000,000.00					
Design Science Building	0000	9780		3,350,000.00				
Education Center Remodel	0000	9780		3,000,000.00				
Restroom Renovation	0000	9780		900,000.00				
Supplemental and Concentration	0000	9780		22,500,000.00				
Utilization of Reserve	0000	9780		20,260,000.00				
Design Science Building	0000	9780				3,350,000.00		
Restroom Renovation	0000	9780				900,000.00		
Education Center Remodel	0000	9780				3,000,000.00		
Utilization of Reserve	0000	9780				23,240,000.00		
Supplemental and Concentration Carry	0000	9780				22,500,000.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	98,933,951.02	124,268,846.73		119,549,324.73		
Unassigned/Unappropriated Amount		9790	0.00	(0.71)		(1.25)		

2021-22 Second Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	679,245,522.00	608,166,499.00	335,840,927.00	608,251,093.00	84,594.00	0.0%
Education Protection Account State Aid - Current Year		8012	67,372,288.00	166,014,530.00	83,008,059.00	166,014,530.00	0.00	0.0%
State Aid - Prior Years		8019	0.00	0.00	150,036.14	0.00	0.00	0.0%
Tax Relief Subventions								
Homeowners' Exemptions		8021	545,489.00	545,489.00	257,448.71	545,489.00	0.00	0.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	305,096.00	305,096.00	0.00	305,096.00	0.00	0.0%
County & District Taxes								
Secured Roll Taxes		8041	61,216,971.00	66,301,389.00	33,218,555.41	66,301,389.00	0.00	0.0%
Unsecured Roll Taxes		8042	2,702,637.00	2,702,637.00	159,998.24	2,702,637.00	0.00	0.0%
Prior Years' Taxes		8043	227,900.00	227,900.00	0.00	227,900.00	0.00	0.0%
Supplemental Taxes		8044	2,023,608.00	2,023,608.00	683,324.77	2,023,608.00	0.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	(1,728,390.00)	(1,728,390.00)	(2,337,170.85)	(1,728,390.00)	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	6,439,961.00	6,439,961.00	308,334.86	6,439,961.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			818,351,082.00	850,998,719.00	451,289,513.28	851,083,313.00	84,594.00	0.0%
LCFF Transfers								
Unrestricted LCFF								
Transfers - Current Year	0000	8091	0.00	0.00	0.00	0.00	0.00	0.0%
All Other LCFF								
Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	(4,119,386.00)	(4,392,257.00)	(2,262,796.10)	(4,392,257.00)	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			814,231,696.00	846,606,462.00	449,026,717.18	846,691,056.00	84,594.00	0.0%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	15,979,212.00	16,235,091.00	(13,823,641.24)	16,235,091.00	0.00	0.0%
Special Education Discretionary Grants		8182	1,367,099.00	1,455,208.00	(1,237,996.93)	1,455,208.00	0.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	452,430.00	704,700.00	153,665.07	691,200.00	(13,500.00)	-1.9%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	64,681,312.00	73,194,807.00	27,968,796.98	57,039,523.00	(16,155,284.00)	-22.1%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	12,696,576.00	10,817,182.00	6,851,279.29	6,305,240.00	(4,511,942.00)	-41.7%

2021-22 Second Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Title III, Part A, Immigrant Student Program	4201	8290	191,939.00	194,609.00	78,601.31	194,609.00	0.00	0.0%
Title III, Part A, English Learner Program	4203	8290	1,727,922.00	1,677,917.00	492,677.27	1,678,130.00	213.00	0.0%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
	3040, 3045, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128,							
Other NCLB / Every Student Succeeds Act	5630	8290	8,280,241.00	8,194,998.00	2,694,148.99	7,977,195.00	(217,803.00)	-2.7%
Career and Technical Education	3500-3599	8290	1,084,387.00	1,231,863.00	57,759.45	1,228,770.00	(3,093.00)	-0.3%
All Other Federal Revenue	All Other	8290	103,395,533.00	180,416,300.00	80,247,237.76	177,861,862.00	(2,554,438.00)	-1.4%
TOTAL, FEDERAL REVENUE			209,856,651.00	294,122,675.00	103,482,527.95	270,666,828.00	(23,455,847.00)	-8.0%
OTHER STATE REVENUE								
Other State Apportionments								
ROC/P Entitlement Prior Years	6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan Current Year	6500	8311	51,798,399.00	56,250,649.00	30,382,103.00	56,250,649.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	13,858.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	1,243,809.00	1,243,809.00	711,798.00	1,243,809.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	2,779,509.00	2,779,509.00	2,733,695.00	2,733,695.00	(45,814.00)	-1.6%
Lottery - Unrestricted and Instructional Materials		8560	13,905,651.00	15,932,142.00	4,651,242.54	15,932,142.00	0.00	0.0%
Tax Relief Subventions Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	4,472,229.00	4,654,149.00	(263,056.55)	4,654,149.00	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	1,109,186.00	1,955,840.00	2,794,958.32	2,270,954.00	315,114.00	16.1%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590	0.00	0.00	0.00	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	111,879,184.00	125,700,709.00	68,240,656.47	96,937,893.00	(28,762,816.00)	-22.9%
TOTAL, OTHER STATE REVENUE			187,187,967.00	208,516,807.00	109,265,254.78	180,023,291.00	(28,493,516.00)	-13.7%

2021-22 Second Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	2,037,596.00	2,037,596.00	1,490,255.43	1,500,000.00	(537,596.00)	-26.4%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	42,527.00	42,527.00	0.00	28,213.00	(14,314.00)	-33.7%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	385,000.00	385,000.00	51,163.25	81,843.00	(303,157.00)	-78.7%
Interest		8660	2,000,000.00	2,000,000.00	777,139.13	2,000,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	(781.43)	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	1,090,000.00	0.00	1,090,000.00	0.00	0.0%
All Other Local Revenue		8699	13,862,951.00	33,344,222.00	10,823,841.52	31,382,977.00	(1,961,245.00)	-5.9%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			18,328,074.00	38,899,345.00	13,141,617.90	36,083,033.00	(2,816,312.00)	-7.2%
TOTAL, REVENUES			1,229,604,388.00	1,388,145,289.00	674,916,117.81	1,333,464,208.00	(54,681,081.00)	-3.9%

2021-22 Second Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	391,687,013.00	415,488,254.00	216,735,411.61	415,473,132.00	15,122.00	0.0%
Certificated Pupil Support Salaries		1200	35,333,335.00	52,298,297.00	21,206,898.13	52,091,239.00	207,058.00	0.4%
Certificated Supervisors' and Administrators' Salaries		1300	51,204,997.00	53,261,083.00	28,891,740.37	51,894,583.00	1,366,500.00	2.6%
Other Certificated Salaries		1900	14,873,756.00	15,489,144.00	7,989,875.82	14,626,737.00	862,407.00	5.6%
TOTAL, CERTIFICATED SALARIES			493,099,101.00	536,536,778.00	274,823,925.93	534,085,691.00	2,451,087.00	0.5%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	37,249,181.00	38,789,296.00	20,348,739.45	35,955,639.00	2,833,657.00	7.3%
Classified Support Salaries		2200	65,699,825.00	71,544,957.00	37,997,961.90	70,399,252.00	1,145,705.00	1.6%
Classified Supervisors' and Administrators' Salaries		2300	15,333,721.00	15,224,908.00	8,926,776.82	14,665,400.00	559,508.00	3.7%
Clerical, Technical and Office Salaries		2400	31,638,502.00	29,006,246.00	19,321,597.67	29,264,855.00	(258,609.00)	-0.9%
Other Classified Salaries		2900	3,140,835.00	4,524,320.00	2,889,987.94	2,593,996.00	1,930,324.00	42.7%
TOTAL, CLASSIFIED SALARIES			153,062,064.00	159,089,727.00	89,485,063.78	152,879,142.00	6,210,585.00	3.9%
EMPLOYEE BENEFITS								
STRS		3101-3102	122,696,685.00	134,364,399.00	49,283,940.01	128,003,320.00	6,361,079.00	4.7%
PERS		3201-3202	32,280,167.00	31,393,593.00	17,394,116.60	30,510,108.00	883,485.00	2.8%
OASDI/Medicare/Alternative		3301-3302	17,306,547.00	17,818,929.00	9,872,539.91	17,575,851.00	243,078.00	1.4%
Health and Welfare Benefits		3401-3402	114,792,996.00	122,105,991.00	55,884,313.99	122,222,552.00	(116,561.00)	-0.1%
Unemployment Insurance		3501-3502	6,768,987.00	3,239,769.00	1,820,382.97	3,079,151.00	160,618.00	5.0%
Workers' Compensation		3601-3602	7,389,728.00	7,676,508.00	3,964,715.60	7,544,139.00	132,369.00	1.7%
OPEB, Allocated		3701-3702	42,471,267.00	45,208,937.00	20,668,681.00	44,889,857.00	319,080.00	0.7%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	600,884.00	624,268.00	464,302.76	607,586.00	16,682.00	2.7%
TOTAL, EMPLOYEE BENEFITS			344,307,261.00	362,432,394.00	159,352,992.84	354,432,564.00	7,999,830.00	2.2%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	501,503.00	3,080,000.00	1,292,302.26	3,080,000.00	0.00	0.0%
Books and Other Reference Materials		4200	4,262,091.00	4,235,485.11	2,632,026.75	3,837,818.00	397,667.11	9.4%
Materials and Supplies		4300	39,911,305.00	75,064,048.89	18,909,898.43	71,250,812.00	3,813,236.89	5.1%
Noncapitalized Equipment		4400	22,748,138.00	51,424,271.00	8,752,693.66	38,253,530.00	13,170,741.00	25.6%
Food		4700	243,650.00	243,650.00	13,193.33	208,150.00	35,500.00	14.6%
TOTAL, BOOKS AND SUPPLIES			67,666,687.00	134,047,455.00	31,600,114.43	116,630,310.00	17,417,145.00	13.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	42,527,148.00	57,028,884.00	9,150,783.92	37,716,715.00	19,312,169.00	33.9%
Travel and Conferences		5200	2,724,343.00	2,789,796.00	572,705.69	1,721,638.00	1,068,158.00	38.3%
Dues and Memberships		5300	150,801.00	195,512.00	172,334.90	187,162.00	8,350.00	4.3%
Insurance		5400-5450	7,234,771.00	7,799,974.00	3,964,725.54	7,691,174.00	108,800.00	1.4%
Operations and Housekeeping Services		5500	23,884,244.00	23,884,244.00	13,741,866.38	25,838,200.00	(1,953,956.00)	-8.2%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	8,726,123.00	8,879,961.00	4,828,204.40	8,691,776.00	188,185.00	2.1%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(3,621,762.00)	(3,185,444.00)	(130,595.70)	(1,386,608.00)	(1,798,836.00)	56.5%
Professional/Consulting Services and Operating Expenditures		5800	42,263,935.00	47,591,228.00	18,026,654.09	34,132,064.00	13,459,164.00	28.3%
Communications		5900	4,648,197.00	4,694,134.00	1,586,971.64	4,356,943.00	337,191.00	7.2%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			128,537,800.00	149,678,289.00	51,913,650.86	118,949,064.00	30,729,225.00	20.5%

2021-22 Second Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CAPITAL OUTLAY								
Land		6100	28,000.00	28,050.00	0.00	28,005.00	45.00	0.2%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	6,384,308.00	5,248,633.00	(256,205.17)	3,934,594.00	1,314,039.00	25.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	832,490.00	1,393,729.00	331,295.62	1,180,944.00	212,785.00	15.3%
Equipment Replacement		6500	766,844.00	759,098.00	221,925.23	774,689.00	(15,591.00)	-2.1%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			8,011,642.00	7,429,510.00	297,015.68	5,918,232.00	1,511,278.00	20.3%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	88,265.00	88,265.00	15.00	75,300.00	12,965.00	14.7%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	1,504,358.00	1,504,358.00	652,791.13	1,504,358.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	1,090,000.00	1,015,000.00	1,090,000.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	1,118,944.00	1,318,996.00	830,821.94	1,318,996.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			2,711,567.00	4,001,619.00	2,498,628.07	3,988,654.00	12,965.00	0.3%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	0.00	0.00	0.00	0.00		
Transfers of Indirect Costs - Interfund		7350	(2,528,840.00)	(2,600,268.00)	0.00	(2,378,343.00)	(221,925.00)	8.5%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(2,528,840.00)	(2,600,268.00)	0.00	(2,378,343.00)	(221,925.00)	8.5%
TOTAL, EXPENDITURES			1,194,867,282.00	1,350,615,504.00	609,971,391.59	1,284,505,314.00	66,110,190.00	4.9%

2021-22 Second Interim
General Fund
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Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	7,385,329.00	7,385,329.00	3,250,000.00	6,790,686.00	(594,643.00)	-8.1%
(a) TOTAL, INTERFUND TRANSFERS IN			7,385,329.00	7,385,329.00	3,250,000.00	6,790,686.00	(594,643.00)	-8.1%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	8,856,409.00	8,856,409.00	3,625,000.00	8,261,766.00	594,643.00	6.7%
(b) TOTAL, INTERFUND TRANSFERS OUT			8,856,409.00	8,856,409.00	3,625,000.00	8,261,766.00	594,643.00	6.7%
OTHER SOURCES/USES								
SOURCES								
State Apportionments								
Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00		
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00		
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			(1,471,080.00)	(1,471,080.00)	(375,000.00)	(1,471,080.00)	0.00	0.0%

Resource	Description	2021-22
		Projected Year Totals
6300	Lottery: Instructional Materials	1,875,292.36
7085	Learning Communities for School Success P	170,212.31
7311	Classified School Employee Professional De	323,128.48
7388	SB 117 COVID-19 LEA Response Funds	1,169,792.00
7426	Expanded Learning Opportunities (ELO) Gra	0.10
8150	Ongoing & Major Maintenance Account (RM,	0.25
9010	Other Restricted Local	0.05
Total, Restricted Balance		3,538,425.55

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	5,027,223.00	5,005,453.00	226,760.85	4,413,452.00	(592,001.00)	-11.8%
5) TOTAL, REVENUES			5,027,223.00	5,005,453.00	226,760.85	4,413,452.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	5,027,223.00	5,005,453.00	121,007.79	3,047,519.00	1,957,934.00	39.1%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	981.08	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			5,027,223.00	5,005,453.00	121,988.87	3,047,519.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	104,771.98	1,365,933.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	104,771.98	1,365,933.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	0.00	2,046,885.27		2,046,885.27	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	2,046,885.27		2,046,885.27		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	2,046,885.27		2,046,885.27		
2) Ending Balance, June 30 (E + F1e)			0.00	2,046,885.27		3,412,818.27		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	0.00	2,046,885.27		3,412,818.27		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
REVENUES								
Sale of Equipment and Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	(4,521.33)	6,481.00	6,481.00	New
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	5,027,223.00	5,005,453.00	231,282.18	4,406,971.00	(598,482.00)	-12.0%
TOTAL, REVENUES			5,027,223.00	5,005,453.00	226,760.85	4,413,452.00		
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Materials and Supplies		4300	5,027,223.00	5,005,453.00	121,007.79	3,047,519.00	1,957,934.00	39.1%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			5,027,223.00	5,005,453.00	121,007.79	3,047,519.00	1,957,934.00	39.1%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	981.08	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	981.08	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CAPITAL OUTLAY								
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			5,027,223.00	5,005,453.00	121,988.87	3,047,519.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2021/22
		Projected Year Totals
8210	Student Activity Funds	3,412,818.27
Total, Restricted Balance		<u>3,412,818.27</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	1,151,245.00	1,493,904.00	221,685.31	1,324,031.00	(169,873.00)	-11.4%
3) Other State Revenue		8300-8599	6,098,047.00	6,098,047.00	934,349.31	6,098,047.00	0.00	0.0%
4) Other Local Revenue		8600-8799	608,087.00	608,087.00	248,229.64	529,645.00	(78,442.00)	-12.9%
5) TOTAL, REVENUES			7,857,379.00	8,200,038.00	1,404,264.26	7,951,723.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	2,436,842.00	2,623,154.00	1,485,219.52	2,479,770.00	143,384.00	5.5%
2) Classified Salaries		2000-2999	1,620,303.00	1,633,907.00	835,426.27	1,491,670.00	142,237.00	8.7%
3) Employee Benefits		3000-3999	2,362,927.00	2,394,609.00	1,060,503.49	2,281,629.00	112,980.00	4.7%
4) Books and Supplies		4000-4999	1,790,112.00	1,746,602.00	85,572.68	402,950.00	1,343,652.00	76.9%
5) Services and Other Operating Expenditures		5000-5999	863,140.00	1,068,519.00	449,416.28	808,007.00	260,512.00	24.4%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	276,879.00	287,071.00	0.00	219,529.00	67,542.00	23.5%
9) TOTAL, EXPENDITURES			9,350,203.00	9,753,862.00	3,916,138.24	7,683,555.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(1,492,824.00)	(1,553,824.00)	(2,511,873.98)	268,168.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,492,824.00)	(1,553,824.00)	(2,511,873.98)	268,168.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	1,723,286.27	1,745,523.08		1,745,523.08	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,723,286.27	1,745,523.08		1,745,523.08		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,723,286.27	1,745,523.08		1,745,523.08		
2) Ending Balance, June 30 (E + F1e)			230,462.27	191,699.08		2,013,691.08		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	191,368.69	0.49		1,846,150.14		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	39,093.58	191,698.94		167,540.94		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	(0.35)		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
LCFF SOURCES								
LCFF Transfers								
LCFF Transfers - Current Year		8091	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
FEDERAL REVENUE								
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
Career and Technical Education	3500-3599	8290	122,636.00	120,764.00	(57,759.45)	120,764.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	1,028,609.00	1,373,140.00	279,444.76	1,203,267.00	(169,873.00)	-12.4%
TOTAL, FEDERAL REVENUE			1,151,245.00	1,493,904.00	221,685.31	1,324,031.00	(169,873.00)	-11.4%
OTHER STATE REVENUE								
Other State Apportionments								
All Other State Apportionments - Current Year		8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years		8319	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
Adult Education Program	6391	8590	5,387,885.00	5,387,885.00	934,349.31	5,387,885.00	0.00	0.0%
All Other State Revenue	All Other	8590	710,162.00	710,162.00	0.00	710,162.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			6,098,047.00	6,098,047.00	934,349.31	6,098,047.00	0.00	0.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	6,017.00	494.00	494.00	New
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	215,275.00	215,275.00	67,923.99	126,115.00	(89,160.00)	-41.4%
Interagency Services		8677	342,811.00	342,811.00	169,567.26	353,035.00	10,224.00	3.0%
Other Local Revenue								
All Other Local Revenue		8699	50,001.00	50,001.00	4,721.39	50,001.00	0.00	0.0%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			608,087.00	608,087.00	248,229.64	529,645.00	(78,442.00)	-12.9%
TOTAL, REVENUES			7,857,379.00	8,200,038.00	1,404,264.26	7,951,723.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	1,541,751.00	1,738,063.00	959,143.00	1,567,136.00	170,927.00	9.8%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	895,091.00	885,091.00	526,076.52	912,634.00	(27,543.00)	-3.1%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			2,436,842.00	2,623,154.00	1,485,219.52	2,479,770.00	143,384.00	5.5%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Support Salaries		2200	506,313.00	506,313.00	266,978.88	471,172.00	35,141.00	6.9%
Classified Supervisors' and Administrators' Salaries		2300	112,910.00	112,910.00	67,486.56	115,124.00	(2,214.00)	-2.0%
Clerical, Technical and Office Salaries		2400	939,580.00	953,184.00	492,130.49	876,904.00	76,280.00	8.0%
Other Classified Salaries		2900	61,500.00	61,500.00	8,830.34	28,470.00	33,030.00	53.7%
TOTAL, CLASSIFIED SALARIES			1,620,303.00	1,633,907.00	835,426.27	1,491,670.00	142,237.00	8.7%
EMPLOYEE BENEFITS								
STRS		3101-3102	677,807.00	696,279.00	239,514.41	696,455.00	(176.00)	0.0%
PERS		3201-3202	346,363.00	346,363.00	178,914.32	321,068.00	25,295.00	7.3%
OASDI/Medicare/Alternative		3301-3302	146,077.00	147,863.00	77,587.14	142,751.00	5,112.00	3.5%
Health and Welfare Benefits		3401-3402	829,975.00	834,845.00	382,174.24	765,693.00	69,152.00	8.3%
Unemployment Insurance		3501-3502	1,967.00	5,074.00	11,444.17	19,952.00	(14,878.00)	-293.2%
Workers' Compensation		3601-3602	46,656.00	48,009.00	25,817.06	45,164.00	2,845.00	5.9%
OPEB, Allocated		3701-3702	306,999.00	309,090.00	141,351.95	283,206.00	25,884.00	8.4%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	7,083.00	7,086.00	3,700.20	7,340.00	(254.00)	-3.6%
TOTAL, EMPLOYEE BENEFITS			2,362,927.00	2,394,609.00	1,060,503.49	2,281,629.00	112,980.00	4.7%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	5,939.00	5,939.00	0.00	0.00	5,939.00	100.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	1,765,517.00	1,713,234.00	67,604.34	308,096.00	1,405,138.00	82.0%
Noncapitalized Equipment		4400	18,656.00	27,429.00	17,968.34	94,854.00	(67,425.00)	-245.8%
TOTAL, BOOKS AND SUPPLIES			1,790,112.00	1,746,602.00	85,572.68	402,950.00	1,343,652.00	76.9%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	63,749.00	111,689.00	26,923.58	48,812.00	62,877.00	56.3%
Travel and Conferences		5200	34,920.00	45,920.00	8,091.86	29,060.00	16,860.00	36.7%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	45,651.00	47,018.00	25,817.06	45,143.00	1,875.00	4.0%
Operations and Housekeeping Services		5500	265,250.00	393,000.00	146,305.76	333,665.00	59,335.00	15.1%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	10,154.00	13,654.00	1,156.50	13,279.00	375.00	2.7%
Professional/Consulting Services and Operating Expenditures		5800	443,416.00	457,238.00	241,084.95	338,048.00	119,190.00	26.1%
Communications		5900	0.00	0.00	36.57	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			863,140.00	1,068,519.00	449,416.28	808,007.00	260,512.00	24.4%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers Out								
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	276,879.00	287,071.00	0.00	219,529.00	67,542.00	23.5%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			276,879.00	287,071.00	0.00	219,529.00	67,542.00	23.5%
TOTAL, EXPENDITURES			9,350,203.00	9,753,862.00	3,916,138.24	7,683,555.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2021/22
		Projected Year Totals
6371	CalWORKs for ROCP or Adult Education	546,945.65
6391	Adult Education Program	1,299,204.49
Total, Restricted Balance		<u>1,846,150.14</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	1,401,845.00	1,401,845.00	(223,033.45)	1,401,845.00	0.00	0.0%
3) Other State Revenue		8300-8599	20,229,316.00	21,763,115.00	12,489,520.61	20,957,876.00	(805,239.00)	-3.7%
4) Other Local Revenue		8600-8799	267,556.00	2,409,366.00	1,029,999.46	1,491,231.00	(918,135.00)	-38.1%
5) TOTAL, REVENUES			21,898,717.00	25,574,326.00	13,296,486.62	23,850,952.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	5,633,723.00	6,001,276.00	3,638,394.02	6,024,154.00	(22,878.00)	-0.4%
2) Classified Salaries		2000-2999	4,248,736.00	4,263,276.00	2,090,323.15	4,683,465.00	(420,189.00)	-9.9%
3) Employee Benefits		3000-3999	8,408,840.00	8,351,745.00	3,750,196.83	7,821,690.00	530,055.00	6.3%
4) Books and Supplies		4000-4999	1,608,419.00	4,045,673.00	15,142.77	3,207,346.00	838,327.00	20.7%
5) Services and Other Operating Expenditures		5000-5999	1,129,071.00	2,688,698.00	170,371.79	1,890,639.00	798,059.00	29.7%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	869,928.00	927,053.00	0.00	927,053.00	0.00	0.0%
9) TOTAL, EXPENDITURES			21,898,717.00	26,277,721.00	9,664,428.56	24,554,347.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	(703,395.00)	3,632,058.06	(703,395.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	(703,395.00)	3,632,058.06	(703,395.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	0.00	703,395.00		703,395.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	703,395.00		703,395.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	703,395.00		703,395.00		
2) Ending Balance, June 30 (E + F1e)			0.00	0.00		0.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	1,401,845.00	1,401,845.00	(223,033.45)	1,401,845.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			1,401,845.00	1,401,845.00	(223,033.45)	1,401,845.00	0.00	0.0%
OTHER STATE REVENUE								
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
State Preschool	6105	8590	16,418,707.00	16,747,267.00	9,571,887.00	16,747,267.00	0.00	0.0%
All Other State Revenue	All Other	8590	3,810,609.00	5,015,848.00	2,917,633.61	4,210,609.00	(805,239.00)	-16.1%
TOTAL, OTHER STATE REVENUE			20,229,316.00	21,763,115.00	12,489,520.61	20,957,876.00	(805,239.00)	-3.7%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	23,660.00	23,660.00	24,152.71	23,660.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Child Development Parent Fees		8673	1,500.00	1,500.00	0.00	1,500.00	0.00	0.0%
Interagency Services		8677	242,396.00	611,671.00	651,446.75	611,671.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	1,772,535.00	354,400.00	854,400.00	(918,135.00)	-51.8%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			267,556.00	2,409,366.00	1,029,999.46	1,491,231.00	(918,135.00)	-38.1%
TOTAL, REVENUES			21,898,717.00	25,574,326.00	13,296,486.62	23,850,952.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	4,799,322.00	5,196,574.00	3,205,329.91	5,253,416.00	(56,842.00)	-1.1%
Certificated Pupil Support Salaries		1200	112,337.00	112,337.00	63,884.17	113,357.00	(1,020.00)	-0.9%
Certificated Supervisors' and Administrators' Salaries		1300	323,104.00	323,104.00	150,283.23	256,584.00	66,520.00	20.6%
Other Certificated Salaries		1900	398,960.00	369,261.00	218,896.71	400,797.00	(31,536.00)	-8.5%
TOTAL, CERTIFICATED SALARIES			5,633,723.00	6,001,276.00	3,638,394.02	6,024,154.00	(22,878.00)	-0.4%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	4,022,327.00	4,036,867.00	1,972,765.75	4,472,364.00	(435,497.00)	-10.8%
Classified Support Salaries		2200	0.00	0.00	3,409.71	3,410.00	(3,410.00)	New
Classified Supervisors' and Administrators' Salaries		2300	104,359.00	104,359.00	48,156.95	95,000.00	9,359.00	9.0%
Clerical, Technical and Office Salaries		2400	122,050.00	122,050.00	65,990.74	112,691.00	9,359.00	7.7%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			4,248,736.00	4,263,276.00	2,090,323.15	4,683,465.00	(420,189.00)	-9.9%
EMPLOYEE BENEFITS								
STRS		3101-3102	1,470,066.00	1,470,066.00	630,769.28	1,619,741.00	(149,675.00)	-10.2%
PERS		3201-3202	1,092,949.00	1,096,267.00	470,735.64	898,255.00	198,012.00	18.1%
OASDI/Medicare/Alternative		3301-3302	424,521.00	425,633.00	222,012.22	414,939.00	10,694.00	2.5%
Health and Welfare Benefits		3401-3402	3,761,103.00	3,768,357.00	1,691,335.73	3,422,102.00	346,255.00	9.2%
Unemployment Insurance		3501-3502	121,374.00	49,638.00	30,563.60	54,841.00	(5,203.00)	-10.5%
Workers' Compensation		3601-3602	117,385.00	117,552.00	67,145.62	122,699.00	(5,147.00)	-4.4%
OPEB, Allocated		3701-3702	1,391,411.00	1,394,095.00	625,562.48	1,263,778.00	130,317.00	9.3%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	30,031.00	30,137.00	12,072.26	25,335.00	4,802.00	15.9%
TOTAL, EMPLOYEE BENEFITS			8,408,840.00	8,351,745.00	3,750,196.83	7,821,690.00	530,055.00	6.3%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	1,608,419.00	4,045,673.00	15,142.77	3,207,346.00	838,327.00	20.7%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			1,608,419.00	4,045,673.00	15,142.77	3,207,346.00	838,327.00	20.7%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	114,866.00	115,033.00	67,159.81	122,210.00	(7,177.00)	-6.2%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	690,491.00	636,167.00	2,744.86	636,167.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	323,714.00	1,937,498.00	100,464.57	1,132,258.00	805,240.00	41.6%
Communications		5900	0.00	0.00	2.55	4.00	(4.00)	New
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			1,129,071.00	2,688,698.00	170,371.79	1,890,639.00	798,059.00	29.7%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	869,928.00	927,053.00	0.00	927,053.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			869,928.00	927,053.00	0.00	927,053.00	0.00	0.0%
TOTAL, EXPENDITURES			21,898,717.00	26,277,721.00	9,664,428.56	24,554,347.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund		8911	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2021/22 Projected Year Totals
Total, Restricted Balance		0.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	52,069,158.00	52,608,504.00	16,912,416.33	47,893,384.00	(4,715,120.00)	-9.0%
3) Other State Revenue		8300-8599	1,708,586.00	1,708,586.00	793,434.21	2,441,225.00	732,639.00	42.9%
4) Other Local Revenue		8600-8799	1,289,060.00	1,389,426.00	473,896.33	1,108,111.00	(281,315.00)	-20.2%
5) TOTAL, REVENUES			55,066,804.00	55,706,516.00	18,179,746.87	51,442,720.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	14,820,482.00	14,870,512.00	7,567,699.30	14,580,126.00	290,386.00	2.0%
3) Employee Benefits		3000-3999	11,668,385.00	11,681,535.00	5,872,220.62	11,523,730.00	157,805.00	1.4%
4) Books and Supplies		4000-4999	23,254,999.00	23,947,526.00	10,208,192.77	20,601,306.00	3,346,220.00	14.0%
5) Services and Other Operating Expenditures		5000-5999	2,769,998.00	2,838,705.00	498,039.30	2,933,287.00	(94,582.00)	-3.3%
6) Capital Outlay		6000-6999	0.00	811,579.00	126,251.96	519,492.00	292,087.00	36.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	1,382,033.00	1,386,144.00	0.00	1,231,761.00	154,383.00	11.1%
9) TOTAL, EXPENDITURES			53,895,897.00	55,536,001.00	24,272,403.95	51,389,702.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			1,170,907.00	170,515.00	(6,092,657.08)	53,018.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,170,907.00	170,515.00	(6,092,657.08)	53,018.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	16,830,805.13	11,821,660.50		13,364,854.32	1,543,193.82	13.1%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			16,830,805.13	11,821,660.50		13,364,854.32		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			16,830,805.13	11,821,660.50		13,364,854.32		
2) Ending Balance, June 30 (E + F1e)			18,001,712.13	11,992,175.50		13,417,872.32		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	2,285,225.38	1,543,193.82		1,543,193.82		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	15,716,486.75	10,448,981.68		11,874,678.40		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
Child Nutrition Programs		8220	52,069,158.00	52,476,115.00	16,912,416.33	47,893,384.00	(4,582,731.00)	-8.7%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	132,389.00	0.00	0.00	(132,389.00)	-100.0%
TOTAL, FEDERAL REVENUE			52,069,158.00	52,608,504.00	16,912,416.33	47,893,384.00	(4,715,120.00)	-9.0%
OTHER STATE REVENUE								
Child Nutrition Programs		8520	1,708,586.00	1,708,586.00	793,434.21	2,441,225.00	732,639.00	42.9%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			1,708,586.00	1,708,586.00	793,434.21	2,441,225.00	732,639.00	42.9%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	150,000.00	150,000.00	13,733.72	16,621.00	(133,379.00)	-88.9%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	350,000.00	350,000.00	(7,734.85)	305,328.00	(44,672.00)	-12.8%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	789,060.00	889,426.00	467,897.46	786,162.00	(103,264.00)	-11.6%
TOTAL, OTHER LOCAL REVENUE			1,289,060.00	1,389,426.00	473,896.33	1,108,111.00	(281,315.00)	-20.2%
TOTAL, REVENUES			55,066,804.00	55,706,516.00	18,179,746.87	51,442,720.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Support Salaries		2200	11,708,067.00	11,749,178.00	6,476,312.10	11,651,846.00	97,332.00	0.8%
Classified Supervisors' and Administrators' Salaries		2300	1,025,804.00	1,034,723.00	591,742.83	1,015,693.00	19,030.00	1.8%
Clerical, Technical and Office Salaries		2400	986,611.00	986,611.00	499,644.37	944,720.00	41,891.00	4.2%
Other Classified Salaries		2900	1,100,000.00	1,100,000.00	0.00	967,867.00	132,133.00	12.0%
TOTAL, CLASSIFIED SALARIES			14,820,482.00	14,870,512.00	7,567,699.30	14,580,126.00	290,386.00	2.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	9.62	0.00	0.00	0.0%
PERS		3201-3202	2,667,634.00	2,679,954.00	1,524,066.96	2,768,149.00	(88,195.00)	-3.3%
OASDI/Medicare/Alternative		3301-3302	895,902.00	896,584.00	503,528.90	994,257.00	(97,673.00)	-10.9%
Health and Welfare Benefits		3401-3402	5,751,283.00	5,751,283.00	2,692,812.50	5,445,576.00	305,707.00	5.3%
Unemployment Insurance		3501-3502	6,503.00	6,548.00	36,489.02	70,461.00	(63,913.00)	-976.1%
Workers' Compensation		3601-3602	157,768.00	157,871.00	83,128.21	162,060.00	(4,189.00)	-2.7%
OPEB, Allocated		3701-3702	2,127,407.00	2,127,407.00	995,929.48	2,014,085.00	113,322.00	5.3%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	61,888.00	61,888.00	36,255.93	69,142.00	(7,254.00)	-11.7%
TOTAL, EMPLOYEE BENEFITS			11,668,385.00	11,681,535.00	5,872,220.62	11,523,730.00	157,805.00	1.4%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	2,654,895.00	2,651,652.00	1,405,254.28	2,355,675.00	295,977.00	11.2%
Noncapitalized Equipment		4400	100,000.00	100,000.00	76,022.23	108,950.00	(8,950.00)	-9.0%
Food		4700	20,500,104.00	21,195,874.00	8,726,916.26	18,136,681.00	3,059,193.00	14.4%
TOTAL, BOOKS AND SUPPLIES			23,254,999.00	23,947,526.00	10,208,192.77	20,601,306.00	3,346,220.00	14.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	27,000.00	40,440.00	9,541.47	20,003.00	20,437.00	50.5%
Dues and Memberships		5300	70,000.00	70,000.00	69,563.38	69,563.00	437.00	0.6%
Insurance		5400-5450	154,554.00	154,657.00	83,134.79	162,111.00	(7,454.00)	-4.8%
Operations and Housekeeping Services		5500	698,000.00	698,000.00	154,675.08	515,589.00	182,411.00	26.1%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,574,444.00	1,574,444.00	293,245.74	1,615,498.00	(41,054.00)	-2.6%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	103,111.00	103,111.00	(186,913.62)	188,558.00	(85,447.00)	-82.9%
Professional/Consulting Services and Operating Expenditures		5800	108,889.00	164,053.00	63,794.03	331,900.00	(167,847.00)	-102.3%
Communications		5900	34,000.00	34,000.00	10,998.43	30,065.00	3,935.00	11.6%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			2,769,998.00	2,838,705.00	498,039.30	2,933,287.00	(94,582.00)	-3.3%
CAPITAL OUTLAY								
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	811,579.00	126,251.96	519,492.00	292,087.00	36.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	811,579.00	126,251.96	519,492.00	292,087.00	36.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	1,382,033.00	1,386,144.00	0.00	1,231,761.00	154,383.00	11.1%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			1,382,033.00	1,386,144.00	0.00	1,231,761.00	154,383.00	11.1%
TOTAL, EXPENDITURES			53,895,897.00	55,536,001.00	24,272,403.95	51,389,702.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund		8916	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2021/22
		Projected Year Totals
5310	Child Nutrition: School Programs (e.g., School Lunch, School	9,828,410.82
5320	Child Nutrition: Child Care Food Program (CCFP) Claims-Ce	2,046,267.58
Total, Restricted Balance		<u>11,874,678.40</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	979.57	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	979.57	0.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	130,700.00	112,700.00	0.00	110,279.00	2,421.00	2.1%
5) Services and Other Operating Expenditures		5000-5999	7,225,709.00	7,243,709.00	3,484,183.64	6,651,487.00	592,222.00	8.2%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			7,356,409.00	7,356,409.00	3,484,183.64	6,761,766.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(7,356,409.00)	(7,356,409.00)	(3,483,204.07)	(6,761,766.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	7,356,409.00	7,356,409.00	3,250,000.00	6,761,766.00	(594,643.00)	-8.1%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			7,356,409.00	7,356,409.00	3,250,000.00	6,761,766.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	(233,204.07)	0.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	0.00	0.00		0.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	0.00		0.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	0.00		0.00		
2) Ending Balance, June 30 (E + F1e)			0.00	0.00		0.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
LCFF SOURCES								
LCFF Transfers								
LCFF Transfers - Current Year		8091	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	979.57	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	979.57	0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	979.57	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	130,700.00	112,700.00	0.00	110,279.00	2,421.00	2.1%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			130,700.00	112,700.00	0.00	110,279.00	2,421.00	2.1%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	6,012,641.00	6,201,477.00	2,973,944.99	5,949,059.00	252,418.00	4.1%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	263,235.00	221,401.00	25,306.68	41,802.00	179,599.00	81.1%
Professional/Consulting Services and Operating Expenditures		5800	949,833.00	820,831.00	484,931.97	660,626.00	160,205.00	19.5%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			7,225,709.00	7,243,709.00	3,484,183.64	6,651,487.00	592,222.00	8.2%
CAPITAL OUTLAY								
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			7,356,409.00	7,356,409.00	3,484,183.64	6,761,766.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	7,356,409.00	7,356,409.00	3,250,000.00	6,761,766.00	(594,643.00)	-8.1%
(a) TOTAL, INTERFUND TRANSFERS IN			7,356,409.00	7,356,409.00	3,250,000.00	6,761,766.00	(594,643.00)	-8.1%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			7,356,409.00	7,356,409.00	3,250,000.00	6,761,766.00		

Resource	Description	2021/22 Projected Year Totals
Total, Restricted Balance		0.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,193,300.00	1,456,750.00	745,694.35	2,306,750.00	850,000.00	58.3%
5) TOTAL, REVENUES			1,193,300.00	1,456,750.00	745,694.35	2,306,750.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	581,894.00	581,894.00	27,704.09	444,016.00	137,878.00	23.7%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			581,894.00	581,894.00	27,704.09	444,016.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			611,406.00	874,856.00	717,990.26	1,862,734.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	123,893,968.00	144,016,070.00	3,250,000.00	80,778,046.00	63,238,024.00	43.9%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(123,893,968.00)	(144,016,070.00)	(3,250,000.00)	(80,778,046.00)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(123,282,562.00)	(143,141,214.00)	(2,532,009.74)	(78,915,312.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	125,264,498.99	145,124,242.15		145,124,242.15	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			125,264,498.99	145,124,242.15		145,124,242.15		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			125,264,498.99	145,124,242.15		145,124,242.15		
2) Ending Balance, June 30 (E + F1e)			1,981,936.99	1,983,028.15		66,208,930.15		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	1,981,936.99	1,983,028.15		66,208,930.15		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Tax Relief Subventions Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Other Restricted Levies Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	1,193,300.00	1,456,750.00	745,694.35	2,306,750.00	850,000.00	58.3%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,193,300.00	1,456,750.00	745,694.35	2,306,750.00	850,000.00	58.3%
TOTAL, REVENUES			1,193,300.00	1,456,750.00	745,694.35	2,306,750.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	65,000.00	65,000.00	0.00	61,945.00	3,055.00	4.7%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	75,000.00	75,000.00	25,287.34	62,507.00	12,493.00	16.7%
Professional/Consulting Services and Operating Expenditures		5800	441,894.00	441,894.00	2,416.75	319,564.00	122,330.00	27.7%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			581,894.00	581,894.00	27,704.09	444,016.00	137,878.00	23.7%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			581,894.00	581,894.00	27,704.09	444,016.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	123,893,968.00	144,016,070.00	3,250,000.00	80,778,046.00	63,238,024.00	43.9%
(b) TOTAL, INTERFUND TRANSFERS OUT			123,893,968.00	144,016,070.00	3,250,000.00	80,778,046.00	63,238,024.00	43.9%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale of Bonds		8951	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
County School Building Aid		8961	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(123,893,968.00)	(144,016,070.00)	(3,250,000.00)	(80,778,046.00)		

Resource	Description	2021/22 Projected Year Totals
Total, Restricted Balance		0.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,390,000.00	1,390,000.00	850,159.55	1,557,301.00	167,301.00	12.0%
5) TOTAL, REVENUES			1,390,000.00	1,390,000.00	850,159.55	1,557,301.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	6,338.13	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	2,788.94	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	197.00	18,803.00	14,994.32	18,797.00	6.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	428,614.00	1,222,410.00	23,097.61	98,943.00	1,123,467.00	91.9%
6) Capital Outlay		6000-6999	1,437,369.00	1,083,864.00	940,754.41	1,196,840.00	(112,976.00)	-10.4%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,866,180.00	2,325,077.00	987,973.41	1,314,580.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(476,180.00)	(935,077.00)	(137,813.86)	242,721.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	28,920.00	28,920.00	0.00	28,920.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(28,920.00)	(28,920.00)	0.00	(28,920.00)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(505,100.00)	(963,997.00)	(137,813.86)	213,801.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	505,100.02	963,996.79		963,996.79	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			505,100.02	963,996.79		963,996.79		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			505,100.02	963,996.79		963,996.79		
2) Ending Balance, June 30 (E + F1e)			0.02	(0.21)		1,177,797.79		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	0.02	0.00		1,177,797.79		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	(0.21)		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
OTHER STATE REVENUE								
Tax Relief Subventions Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Other Restricted Levies Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	40,000.00	40,000.00	4,887.85	37,584.00	(2,416.00)	-6.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts Mitigation/Developer Fees		8681	1,350,000.00	1,350,000.00	845,271.70	1,519,717.00	169,717.00	12.6%
Other Local Revenue All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,390,000.00	1,390,000.00	850,159.55	1,557,301.00	167,301.00	12.0%
TOTAL, REVENUES			1,390,000.00	1,390,000.00	850,159.55	1,557,301.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	2,744.92	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	3,593.21	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	6,338.13	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	1,435.51	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	463.48	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	563.24	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	30.26	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	72.09	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	208.35	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	16.01	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	2,788.94	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	197.00	18,803.00	14,994.32	18,797.00	6.00	0.0%
TOTAL, BOOKS AND SUPPLIES			197.00	18,803.00	14,994.32	18,797.00	6.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	72.09	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	145,843.00	145,843.00	11,520.00	57,960.00	87,883.00	60.3%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	10,966.00	7,124.00	2,018.22	2,018.00	5,106.00	71.7%
Professional/Consulting Services and Operating Expenditures		5800	271,805.00	1,069,443.00	9,487.30	38,965.00	1,030,478.00	96.4%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			428,614.00	1,222,410.00	23,097.61	98,943.00	1,123,467.00	91.9%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CAPITAL OUTLAY								
Land		6100	21,987.00	15,793.00	375.00	19,240.00	(3,447.00)	-21.8%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	1,382,064.00	1,055,795.00	940,379.41	1,165,324.00	(109,529.00)	-10.4%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	33,318.00	12,276.00	0.00	12,276.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			1,437,369.00	1,083,864.00	940,754.41	1,196,840.00	(112,976.00)	-10.4%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			1,866,180.00	2,325,077.00	987,973.41	1,314,580.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	28,920.00	28,920.00	0.00	28,920.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			28,920.00	28,920.00	0.00	28,920.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(28,920.00)	(28,920.00)	0.00	(28,920.00)		

Resource	Description	2021/22 Projected Year Totals
9010	Other Restricted Local	1,177,797.79
Total, Restricted Balance		1,177,797.79

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	600,000.00	600,000.00	103,964.01	609,578.00	9,578.00	1.6%
5) TOTAL, REVENUES			600,000.00	600,000.00	103,964.01	609,578.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	321,571.00	1,551,587.00	(1,551,587.00)	New
3) Employee Benefits		3000-3999	0.00	0.00	127,870.35	633,875.00	(633,875.00)	New
4) Books and Supplies		4000-4999	1,516,775.00	1,987,636.00	196,803.82	827,993.00	1,159,643.00	58.3%
5) Services and Other Operating Expenditures		5000-5999	13,404,587.00	29,935,672.00	6,016,730.45	11,746,004.00	18,189,668.00	60.8%
6) Capital Outlay		6000-6999	66,241,042.00	49,239,096.00	38,746,204.13	60,136,546.00	(10,897,450.00)	-22.1%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			81,162,404.00	81,162,404.00	45,409,179.75	74,896,005.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(80,562,404.00)	(80,562,404.00)	(45,305,215.74)	(74,286,427.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	116,537,559.00	136,659,661.00	0.00	74,016,280.00	(62,643,381.00)	-45.8%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			116,537,559.00	136,659,661.00	0.00	74,016,280.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			35,975,155.00	56,097,257.00	(45,305,215.74)	(270,147.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	56,098,553.45	52,720,448.48		52,720,448.48	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			56,098,553.45	52,720,448.48		52,720,448.48		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			56,098,553.45	52,720,448.48		52,720,448.48		
2) Ending Balance, June 30 (E + F1e)			92,073,708.45	108,817,705.48		52,450,301.48		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	92,073,708.45	108,817,705.48		52,450,301.48		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
School Facilities Apportionments		8545	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	600,000.00	600,000.00	94,386.01	600,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	9,578.00	9,578.00	9,578.00	New
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			600,000.00	600,000.00	103,964.01	609,578.00	9,578.00	1.6%
TOTAL, REVENUES			600,000.00	600,000.00	103,964.01	609,578.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	232,005.73	917,477.00	(917,477.00)	New
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	28,628.25	408,208.00	(408,208.00)	New
Clerical, Technical and Office Salaries		2400	0.00	0.00	45,946.73	210,912.00	(210,912.00)	New
Other Classified Salaries		2900	0.00	0.00	14,990.29	14,990.00	(14,990.00)	New
TOTAL, CLASSIFIED SALARIES			0.00	0.00	321,571.00	1,551,587.00	(1,551,587.00)	New
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	69,882.92	349,790.00	(349,790.00)	New
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	23,206.46	115,191.00	(115,191.00)	New
Health and Welfare Benefits		3401-3402	0.00	0.00	21,411.74	104,133.00	(104,133.00)	New
Unemployment Insurance		3501-3502	0.00	0.00	1,577.36	7,589.00	(7,589.00)	New
Workers' Compensation		3601-3602	0.00	0.00	3,709.17	17,844.00	(17,844.00)	New
OPEB, Allocated		3701-3702	0.00	0.00	7,919.86	38,516.00	(38,516.00)	New
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	162.84	812.00	(812.00)	New
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	127,870.35	633,875.00	(633,875.00)	New
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	296,344.00	187,554.00	196.62	95,271.00	92,283.00	49.2%
Noncapitalized Equipment		4400	1,220,431.00	1,800,082.00	196,607.20	732,722.00	1,067,360.00	59.3%
TOTAL, BOOKS AND SUPPLIES			1,516,775.00	1,987,636.00	196,803.82	827,993.00	1,159,643.00	58.3%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	1,201.76	1,202.00	(1,202.00)	New
Insurance		5400-5450	0.00	0.00	3,709.17	17,844.00	(17,844.00)	New
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,664,968.00	12,792,233.00	2,020,524.37	3,439,454.00	9,352,779.00	73.1%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	4,205,659.00	4,076,484.00	219,991.40	421,160.00	3,655,324.00	89.7%
Professional/Consulting Services and Operating Expenditures		5800	7,533,960.00	13,066,955.00	3,771,303.75	7,866,344.00	5,200,611.00	39.8%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			13,404,587.00	29,935,672.00	6,016,730.45	11,746,004.00	18,189,668.00	60.8%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CAPITAL OUTLAY								
Land		6100	1,504,538.00	1,173,944.00	45,182.60	323,608.00	850,336.00	72.4%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	57,406,163.00	40,682,000.00	38,631,046.60	58,997,699.00	(18,315,699.00)	-45.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	7,330,341.00	7,383,152.00	69,974.93	815,239.00	6,567,913.00	89.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			66,241,042.00	49,239,096.00	38,746,204.13	60,136,546.00	(10,897,450.00)	-22.1%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			81,162,404.00	81,162,404.00	45,409,179.75	74,896,005.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
To: State School Building Fund/ County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	116,537,559.00	136,659,661.00	0.00	74,016,280.00	(62,643,381.00)	-45.8%
(a) TOTAL, INTERFUND TRANSFERS IN			116,537,559.00	136,659,661.00	0.00	74,016,280.00	(62,643,381.00)	-45.8%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			116,537,559.00	136,659,661.00	0.00	74,016,280.00		

Resource	Description	2021/22 Projected Year Totals
Total, Restricted Balance		0.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	48,000.00	48,000.00	10,521.11	48,000.00	0.00	0.0%
5) TOTAL, REVENUES			48,000.00	48,000.00	10,521.11	48,000.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	1,306,546.00	1,306,546.00	458,777.91	214,505.00	1,092,041.00	83.6%
3) Employee Benefits		3000-3999	700,211.00	700,211.00	262,506.16	253,048.00	447,163.00	63.9%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	415,277.00	440,239.00	48,361.92	87,424.00	352,815.00	80.1%
6) Capital Outlay		6000-6999	661,425.00	636,463.00	56,584.55	119,831.00	516,632.00	81.2%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			3,083,459.00	3,083,459.00	826,230.54	674,808.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(3,035,459.00)	(3,035,459.00)	(815,709.43)	(626,808.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(3,035,459.00)	(3,035,459.00)	(815,709.43)	(626,808.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	3,035,459.15	3,608,492.87		3,608,492.87	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,035,459.15	3,608,492.87		3,608,492.87		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,035,459.15	3,608,492.87		3,608,492.87		
2) Ending Balance, June 30 (E + F1e)			0.15	573,033.87		2,981,684.87		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.15	573,033.87		2,981,684.87		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
Other Local Revenue								
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	48,000.00	48,000.00	10,521.11	48,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			48,000.00	48,000.00	10,521.11	48,000.00	0.00	0.0%
TOTAL, REVENUES			48,000.00	48,000.00	10,521.11	48,000.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CLASSIFIED SALARIES								
Classified Support Salaries		2200	987,124.00	987,124.00	338,604.80	88,641.00	898,483.00	91.0%
Classified Supervisors' and Administrators' Salaries		2300	176,168.00	176,168.00	62,504.29	89,227.00	86,941.00	49.4%
Clerical, Technical and Office Salaries		2400	143,254.00	143,254.00	57,668.82	36,637.00	106,617.00	74.4%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			1,306,546.00	1,306,546.00	458,777.91	214,505.00	1,092,041.00	83.6%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	300,508.00	300,508.00	105,887.88	49,143.00	251,365.00	83.6%
OASDI/Medicare/Alternative		3301-3302	97,628.00	97,628.00	34,602.79	16,409.00	81,219.00	83.2%
Health and Welfare Benefits		3401-3402	207,944.00	207,944.00	83,347.61	134,266.00	73,678.00	35.4%
Unemployment Insurance		3501-3502	639.00	639.00	2,261.81	1,072.00	(433.00)	-67.8%
Workers' Compensation		3601-3602	15,027.00	15,027.00	5,362.22	2,467.00	12,560.00	83.6%
OPEB, Allocated		3701-3702	76,917.00	76,917.00	30,826.78	49,659.00	27,258.00	35.4%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	1,548.00	1,548.00	217.07	32.00	1,516.00	97.9%
TOTAL, EMPLOYEE BENEFITS			700,211.00	700,211.00	262,506.16	253,048.00	447,163.00	63.9%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	14,708.00	14,708.00	5,362.22	2,467.00	12,241.00	83.2%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(1,813,818.00)	(2,024,461.00)	0.00	(24,948.00)	(1,999,513.00)	98.8%
Professional/Consulting Services and Operating Expenditures		5800	2,214,387.00	2,449,992.00	42,999.70	109,905.00	2,340,087.00	95.5%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			415,277.00	440,239.00	48,361.92	87,424.00	352,815.00	80.1%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CAPITAL OUTLAY								
Land		6100	5,000.00	5,000.00	0.00	0.00	5,000.00	100.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	631,425.00	606,463.00	56,584.55	119,831.00	486,632.00	80.2%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	25,000.00	25,000.00	0.00	0.00	25,000.00	100.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			661,425.00	636,463.00	56,584.55	119,831.00	516,632.00	81.2%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			3,083,459.00	3,083,459.00	826,230.54	674,808.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund/CSSF		8912	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: General Fund/CSSF		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2021/22 Projected Year Totals
Total, Restricted Balance		0.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	433,777.00	433,777.00	223,121.05	433,777.00	0.00	0.0%
4) Other Local Revenue		8600-8799	43,063,860.00	43,063,860.00	27,785,959.89	43,088,879.00	25,019.00	0.1%
5) TOTAL, REVENUES			43,497,637.00	43,497,637.00	28,009,080.94	43,522,656.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	57,766,593.00	57,766,593.00	41,725,320.43	63,322,755.00	(5,556,162.00)	-9.6%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			57,766,593.00	57,766,593.00	41,725,320.43	63,322,755.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(14,268,956.00)	(14,268,956.00)	(13,716,239.49)	(19,800,099.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(14,268,956.00)	(14,268,956.00)	(13,716,239.49)	(19,800,099.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	280,264,192.36	288,473,494.93		288,473,494.93	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			280,264,192.36	288,473,494.93		288,473,494.93		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			280,264,192.36	288,473,494.93		288,473,494.93		
2) Ending Balance, June 30 (E + F1e)			265,995,236.36	274,204,538.93		268,673,395.93		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	265,995,236.36	274,204,538.93		268,673,395.93		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Tax Relief Subventions								
Voted Indebtedness Levies								
Homeowners' Exemptions		8571	433,777.00	433,777.00	223,121.05	433,777.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8572	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			433,777.00	433,777.00	223,121.05	433,777.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Voted Indebtedness Levies								
Secured Roll		8611	36,870,993.00	36,870,993.00	27,268,862.05	36,870,993.00	0.00	0.0%
Unsecured Roll		8612	5,639,090.00	5,639,090.00	132,708.88	5,639,090.00	0.00	0.0%
Prior Years' Taxes		8613	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8614	433,777.00	433,777.00	369,140.17	458,796.00	25,019.00	5.8%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	120,000.00	120,000.00	174,810.87	120,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	(159,562.08)	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			43,063,860.00	43,063,860.00	27,785,959.89	43,088,879.00	25,019.00	0.1%
TOTAL, REVENUES			43,497,637.00	43,497,637.00	28,009,080.94	43,522,656.00		
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Debt Service								
Bond Redemptions		7433	0.00	0.00	0.00	0.00	0.00	0.0%
Bond Interest and Other Service Charges		7434	19,005.00	19,005.00	14,199.93	14,628.00	4,377.00	23.0%
Debt Service - Interest		7438	20,917,044.00	20,917,044.00	9,165,576.56	21,252,583.00	(335,539.00)	-1.6%
Other Debt Service - Principal		7439	36,830,544.00	36,830,544.00	32,545,543.94	42,055,544.00	(5,225,000.00)	-14.2%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			57,766,593.00	57,766,593.00	41,725,320.43	63,322,755.00	(5,556,162.00)	-9.6%
TOTAL, EXPENDITURES			57,766,593.00	57,766,593.00	41,725,320.43	63,322,755.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: General Fund		7614	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2021/22 Projected Year Totals
Total, Restricted Balance		0.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	204,456,573.00	212,562,795.00	109,682,791.80	213,983,831.00	1,421,036.00	0.7%
5) TOTAL, REVENUES			204,456,573.00	212,562,795.00	109,682,791.80	213,983,831.00		
B. EXPENSES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	1,619,362.00	1,637,408.00	1,117,785.69	1,731,719.00	(94,311.00)	-5.8%
3) Employee Benefits		3000-3999	913,446.00	934,946.00	538,681.80	932,616.00	2,330.00	0.2%
4) Books and Supplies		4000-4999	8,617.00	167,328.00	3,076.22	160,328.00	7,000.00	4.2%
5) Services and Other Operating Expenses		5000-5999	200,826,965.00	207,326,072.00	108,142,006.06	206,085,154.00	1,240,918.00	0.6%
6) Depreciation and Amortization		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENSES			203,368,390.00	210,065,754.00	109,801,549.77	208,909,817.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			1,088,183.00	2,497,041.00	(118,757.97)	5,074,014.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	2,000,000.00	2,000,000.00	500,000.00	2,000,000.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(2,000,000.00)	(2,000,000.00)	(500,000.00)	(2,000,000.00)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			(911,817.00)	497,041.00	(618,757.97)	3,074,014.00		
F. NET POSITION								
1) Beginning Net Position								
a) As of July 1 - Unaudited		9791	41,638,681.72	66,413,715.07		66,413,715.07	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			41,638,681.72	66,413,715.07		66,413,715.07		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			41,638,681.72	66,413,715.07		66,413,715.07		
2) Ending Net Position, June 30 (E + F1e)			40,726,864.72	66,910,756.07		69,487,729.07		
Components of Ending Net Position								
a) Net Investment in Capital Assets		9796	0.00	0.00		0.00		
b) Restricted Net Position		9797	0.00	0.00		0.00		
c) Unrestricted Net Position		9790	40,726,864.72	66,910,756.07		69,487,729.07		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
OTHER STATE REVENUE								
STRS On-Behalf Pension Contributions	7690	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	1,577,510.00	1,601,470.00	420,165.35	1,352,082.00	(249,388.00)	-15.6%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
In-District Premiums/Contributions		8674	176,271,832.00	202,950,565.00	104,600,691.12	204,359,566.00	1,409,001.00	0.7%
All Other Fees and Contracts		8689	4,199,488.00	4,997,020.00	2,692,547.36	4,581,485.00	(415,535.00)	-8.3%
Other Local Revenue								
All Other Local Revenue		8699	22,407,743.00	3,013,740.00	1,969,387.97	3,690,698.00	676,958.00	22.5%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			204,456,573.00	212,562,795.00	109,682,791.80	213,983,831.00	1,421,036.00	0.7%
TOTAL, REVENUES			204,456,573.00	212,562,795.00	109,682,791.80	213,983,831.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Certificated Pupil Support Salaries		1200	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Support Salaries		2200	6,198.00	6,198.00	11,830.66	13,363.00	(7,165.00)	-115.6%
Classified Supervisors' and Administrators' Salaries		2300	568,034.00	568,034.00	342,457.44	623,217.00	(55,183.00)	-9.7%
Clerical, Technical and Office Salaries		2400	1,045,130.00	1,063,176.00	763,497.59	1,095,139.00	(31,963.00)	-3.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			1,619,362.00	1,637,408.00	1,117,785.69	1,731,719.00	(94,311.00)	-5.8%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	342,159.00	344,659.00	220,792.28	351,109.00	(6,450.00)	-1.9%
OASDI/Medicare/Alternative		3301-3302	115,478.00	117,478.00	77,084.29	122,296.00	(4,818.00)	-4.1%
Health and Welfare Benefits		3401-3402	308,548.00	308,548.00	160,827.69	308,638.00	(90.00)	0.0%
Unemployment Insurance		3501-3502	861.00	15,861.00	5,396.84	9,021.00	6,840.00	43.1%
Workers' Compensation		3601-3602	17,391.00	19,391.00	12,810.75	19,765.00	(374.00)	-1.9%
OPEB, Allocated		3701-3702	123,854.00	123,854.00	59,484.29	117,578.00	6,276.00	5.1%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	5,155.00	5,155.00	2,285.66	4,209.00	946.00	18.4%
TOTAL, EMPLOYEE BENEFITS			913,446.00	934,946.00	538,681.80	932,616.00	2,330.00	0.2%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	8,617.00	167,328.00	3,076.22	160,328.00	7,000.00	4.2%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			8,617.00	167,328.00	3,076.22	160,328.00	7,000.00	4.2%
SERVICES AND OTHER OPERATING EXPENSES								
Subagreements for Services		5100	40,000.00	40,000.00	0.00	0.00	40,000.00	100.0%
Travel and Conferences		5200	22,888.00	10,671.00	4,674.46	6,521.00	4,150.00	38.9%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	5,442,919.00	5,362,468.00	4,328,070.67	5,719,483.00	(357,015.00)	-6.7%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	76,964.00	76,964.00	41,004.32	46,065.00	30,899.00	40.1%
Professional/Consulting Services and Operating Expenditures		5800	195,227,243.00	201,820,232.00	103,762,053.22	200,305,784.00	1,514,448.00	0.8%
Communications		5900	16,951.00	15,737.00	6,203.39	7,301.00	8,436.00	53.6%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			200,826,965.00	207,326,072.00	108,142,006.06	206,085,154.00	1,240,918.00	0.6%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
DEPRECIATION AND AMORTIZATION								
Depreciation Expense		6900	0.00	0.00	0.00	0.00	0.00	0.0%
Amortization Expense-Lease Assets		6910	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, DEPRECIATION AND AMORTIZATION			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENSES			203,368,390.00	210,065,754.00	109,801,549.77	208,909,817.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	2,000,000.00	2,000,000.00	500,000.00	2,000,000.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			2,000,000.00	2,000,000.00	500,000.00	2,000,000.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(2,000,000.00)	(2,000,000.00)	(500,000.00)	(2,000,000.00)		

Resource	Description	2021/22
		Projected Year Totals
Total, Restricted Net Position		0.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	2,158,039.00	2,158,039.00	(93,385.08)	3,000,000.00	841,961.00	39.0%
5) TOTAL, REVENUES			2,158,039.00	2,158,039.00	(93,385.08)	3,000,000.00		
B. EXPENSES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenses		5000-5999	100,000.00	100,000.00	15,090.39	73,215.00	26,785.00	26.8%
6) Depreciation and Amortization		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENSES			100,000.00	100,000.00	15,090.39	73,215.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			2,058,039.00	2,058,039.00	(108,475.47)	2,926,785.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	3,500,000.00	3,500,000.00	875,000.00	3,500,000.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			3,500,000.00	3,500,000.00	875,000.00	3,500,000.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			5,558,039.00	5,558,039.00	766,524.53	6,426,785.00		
F. NET POSITION								
1) Beginning Net Position								
a) As of July 1 - Unaudited		9791	66,409,090.64	69,424,924.63		69,424,924.63	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			66,409,090.64	69,424,924.63		69,424,924.63		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			66,409,090.64	69,424,924.63		69,424,924.63		
2) Ending Net Position, June 30 (E + F1e)			71,967,129.64	74,982,963.63		75,851,709.63		
Components of Ending Net Position								
a) Net Investment in Capital Assets		9796	0.00	0.00		0.00		
b) Restricted Net Position		9797	71,967,129.64	74,982,963.63		75,851,709.63		
c) Unrestricted Net Position		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
OTHER LOCAL REVENUE								
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	2,158,039.00	2,158,039.00	(93,385.08)	3,000,000.00	841,961.00	39.0%
Fees and Contracts								
In-District Premiums/Contributions		8674	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			2,158,039.00	2,158,039.00	(93,385.08)	3,000,000.00	841,961.00	39.0%
TOTAL, REVENUES			2,158,039.00	2,158,039.00	(93,385.08)	3,000,000.00		
SERVICES AND OTHER OPERATING EXPENSES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	100,000.00	100,000.00	15,090.39	73,215.00	26,785.00	26.8%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			100,000.00	100,000.00	15,090.39	73,215.00	26,785.00	26.8%
TOTAL, EXPENSES			100,000.00	100,000.00	15,090.39	73,215.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	3,500,000.00	3,500,000.00	875,000.00	3,500,000.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			3,500,000.00	3,500,000.00	875,000.00	3,500,000.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a + c - d + e)			3,500,000.00	3,500,000.00	875,000.00	3,500,000.00		

Resource	Description	2021/22
		Projected Year Totals
9010	Other Restricted Local	75,851,709.63
Total, Restricted Net Position		<u>75,851,709.63</u>

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
A. DISTRICT						
1. Total District Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	66,675.49	66,339.00	60,380.00	66,903.50	564.50	1%
2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0%
3. Total Basic Aid Open Enrollment Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0%
4. Total, District Regular ADA (Sum of Lines A1 through A3)	66,675.49	66,339.00	60,380.00	66,903.50	564.50	1%
5. District Funded County Program ADA						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	0.00	0.00	0.00	0.00	0.00	0%
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]	0.00	0.00	0.00	0.00	0.00	0%
g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	0.00	0.00	0.00	0.00	0.00	0%
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	66,675.49	66,339.00	60,380.00	66,903.50	564.50	1%
7. Adults in Correctional Facilities	0.00	0.00	0.00	0.00	0.00	0%
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
B. COUNTY OFFICE OF EDUCATION						
1. County Program Alternative Education Grant ADA						
a. County Group Home and Institution Pupils	0.00	0.00	0.00	0.00	0.00	0%
b. Juvenile Halls, Homes, and Camps	0.00	0.00	0.00	0.00	0.00	0%
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]	0.00	0.00	0.00	0.00	0.00	0%
d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)	0.00	0.00	0.00	0.00	0.00	0%
2. District Funded County Program ADA						
a. County Community Schools	27.48	27.48	27.48	27.48	0.00	0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	0.00	0.00	0.00	0.00	0.00	0%
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]	0.00	0.00	0.00	0.00	0.00	0%
g. Total, District Funded County Program ADA (Sum of Lines B2a through B2f)	27.48	27.48	27.48	27.48	0.00	0%
3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1d and B2g)	27.48	27.48	27.48	27.48	0.00	0%
4. Adults in Correctional Facilities	0.00	0.00	0.00	0.00	0.00	0%
5. County Operations Grant ADA	0.00	0.00	0.00	0.00	0.00	0%
6. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
C. CHARTER SCHOOL ADA						
Authorizing LEAs reporting charter school SACS financial data in their Fund 01, 09, or 62 use this worksheet to report ADA for those charter schools. Charter schools reporting SACS financial data separately from their authorizing LEAs in Fund 01 or Fund 62 use this worksheet to report their ADA.						
FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.						
1. Total Charter School Regular ADA	0.00	0.00	0.00	0.00	0.00	0%
2. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils	0.00	0.00	0.00	0.00	0.00	0%
b. Juvenile Halls, Homes, and Camps	0.00	0.00	0.00	0.00	0.00	0%
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]	0.00	0.00	0.00	0.00	0.00	0%
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C2a through C2c)	0.00	0.00	0.00	0.00	0.00	0%
3. Charter School Funded County Program ADA						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	0.00	0.00	0.00	0.00	0.00	0%
f. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)	0.00	0.00	0.00	0.00	0.00	0%
4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)	0.00	0.00	0.00	0.00	0.00	0%
FUND 09 or 62: Charter School ADA corresponding to SACS financial data reported in Fund 09 or Fund 62.						
5. Total Charter School Regular ADA	0.00	0.00	0.00	0.00	0.00	0%
6. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils	0.00	0.00	0.00	0.00	0.00	0%
b. Juvenile Halls, Homes, and Camps	0.00	0.00	0.00	0.00	0.00	0%
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]	0.00	0.00	0.00	0.00	0.00	0%
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C6a through C6c)	0.00	0.00	0.00	0.00	0.00	0%
7. Charter School Funded County Program ADA						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	0.00	0.00	0.00	0.00	0.00	0%
f. Total, Charter School Funded County Program ADA (Sum of Lines C7a through C7e)	0.00	0.00	0.00	0.00	0.00	0%
8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)	0.00	0.00	0.00	0.00	0.00	0%
9. TOTAL CHARTER SCHOOL ADA Reported in Fund 01, 09, or 62 (Sum of Lines C4 and C8)	0.00	0.00	0.00	0.00	0.00	0%


	Object	Beginning Balances (Ref. Only)	July	August	September	October	November	December	January	February
ACTUALS THROUGH THE MONTH OF (Enter Month Name):										
A. BEGINNING CASH			201,814,927.32	81,168,855.32	228,649,199.32	286,820,187.32	230,706,959.32	242,145,085.32	264,693,816.32	289,282,313.05
B. RECEIPTS										
LCFF/Revenue Limit Sources										
Principal Apportionment	8010-8019		31,031,576.00	29,993,287.00	96,438,879.00	55,029,002.00	54,934,850.00	96,438,880.00	54,968,653.00	54,507,624.00
Property Taxes	8020-8079			424,227.00	210,526.00	90,964.00	66,351.00	30,881,385.00	618,425.00	674,536.00
Miscellaneous Funds	8080-8099		(145,115.00)	0.00		(838,132.00)		(727,689.00)	(356,586.00)	(38,363.00)
Federal Revenue	8100-8299		273,892.00	31,071,963.00	6,952,977.00	6,495,021.00	2,020,915.00	1,126,849.00	55,273,742.00	2,168,340.00
Other State Revenue	8300-8599		7,292,038.00	287,356.00	10,901,263.00	7,534,563.00	29,851,942.00	23,743,417.00	13,322,888.00	11,254,930.00
Other Local Revenue	8600-8799		1,550,616.00	56,086.00	2,048,524.00	1,708,068.00	937,131.00	1,364,119.00	1,527,944.00	5,435,080.00
Interfund Transfers In	8910-8929		500,000.00	500,000.00	1,000,000.00	1,000,000.00	0.00	250,000.00	459,742.00	229,871.00
All Other Financing Sources	8930-8979									
TOTAL RECEIPTS			40,503,007.00	62,332,919.00	117,552,169.00	71,019,486.00	87,811,189.00	153,076,961.00	125,814,808.00	74,232,018.00
C. DISBURSEMENTS										
Certificated Salaries	1000-1999		8,655,685.00	30,858,320.00	44,621,285.00	56,061,489.00	37,323,638.00	39,568,674.00	48,379,376.00	50,718,172.00
Classified Salaries	2000-2999		10,815,594.00	8,474,782.00	12,594,076.00	14,481,697.00	13,101,377.00	15,024,987.00	15,104,473.00	14,844,701.00
Employee Benefits	3000-3999		6,918,467.00	8,962,992.00	26,034,497.00	30,277,137.00	26,738,984.00	28,215,265.00	32,771,726.00	36,552,803.00
Books and Supplies	4000-4999		86,616.00	1,056,042.00	1,808,224.00	4,624,402.00	1,152,238.00	2,382,751.00	6,270,856.00	8,240,611.00
Services	5000-5999		2,023,477.00	7,094,487.00	8,126,674.00	9,192,970.00	8,442,659.00	8,922,045.00	5,534,393.00	8,408,543.00
Capital Outlay	6000-6599		12,786.00	4,297.00	4,683.00	106,612.00	197,378.00	5,736.00	107,869.00	410,697.00
Other Outgo	7000-7499		34,841.00	26,457.00	234,011.00	392,520.00	174,404.00	1,478,357.00	336,161.00	153,710.00
Interfund Transfers Out	7600-7629		500,000.00	500,000.00	1,375,000.00	1,000,000.00	275,953.00	250,000.00	275,953.00	0.00
All Other Financing Uses	7630-7699									
TOTAL DISBURSEMENTS			29,047,466.00	56,977,377.00	94,798,450.00	116,136,827.00	87,406,631.00	95,847,815.00	108,780,807.00	119,329,237.00
D. BALANCE SHEET ITEMS										
<u>Assets and Deferred Outflows</u>										
Cash Not In Treasury	9111-9199									
Accounts Receivable	9200-9299		905,000.00	172,693,732.00	1,524,395.00	4,735,824.00	846,613.00	88,409.00	1,731,574.00	2,865,723.00
Due From Other Funds	9310		436,702.00	4,701,563.00	37,255,054.00	1,161,322.00	13,235,740.00	453,359.00	6,031,338.73	
Stores	9320									
Prepaid Expenditures	9330									
Other Current Assets	9340									
Deferred Outflows of Resources	9490									
SUBTOTAL		0.00	1,341,702.00	177,395,295.00	38,779,449.00	5,897,146.00	14,082,353.00	541,768.00	7,762,912.73	2,865,723.00
<u>Liabilities and Deferred Inflows</u>										
Accounts Payable	9500-9599		132,144,362.00	7,208,319.00	2,532,161.00	1,048,448.00	138,255.00	307,756.00	208,417.00	165,736.00
Due To Other Funds	9610		1,298,953.00	28,062,174.00	830,019.00	15,844,585.00	2,910,530.00	34,914,427.00		
Current Loans	9640									
Unearned Revenues	9650									
Deferred Inflows of Resources	9690									
SUBTOTAL		0.00	133,443,315.00	35,270,493.00	3,362,180.00	16,893,033.00	3,048,785.00	35,222,183.00	208,417.00	165,736.00
<u>Nonoperating</u>										
Suspense Clearing	9910									
TOTAL BALANCE SHEET ITEMS		0.00	(132,101,613.00)	142,124,802.00	35,417,269.00	(10,995,887.00)	11,033,568.00	(34,680,415.00)	7,554,495.73	2,699,987.00
E. NET INCREASE/DECREASE (B - C + D)			(120,646,072.00)	147,480,344.00	58,170,988.00	(56,113,228.00)	11,438,126.00	22,548,731.00	24,588,496.73	(42,397,232.00)
F. ENDING CASH (A + E)			81,168,855.32	228,649,199.32	286,820,187.32	230,706,959.32	242,145,085.32	264,693,816.32	289,282,313.05	246,885,081.05
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS										

	Object	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
ACTUALS THROUGH THE MONTH OF (Enter Month Name):									
A. BEGINNING CASH		246,885,081.05	247,805,551.05	274,779,214.05	242,555,552.05				
B. RECEIPTS									
LCFF/Revenue Limit Sources									
Principal Apportionment	8010-8019	96,010,860.00	54,507,624.00	54,507,624.00	96,010,860.00	(114,096.00)		774,265,623.00	774,265,623.00
Property Taxes	8020-8079	0.00	31,435,240.00	2,734,284.00	9,681,752.00	0.00		76,817,690.00	76,817,690.00
Miscellaneous Funds	8080-8099	(751,793.00)	(421,546.00)	(400,106.00)	(31,152.00)	(681,775.00)		(4,392,257.00)	(4,392,257.00)
Federal Revenue	8100-8299	1,629,896.00	26,910,923.00	849,617.00	3,347,737.00	132,544,956.00		270,666,828.00	270,666,828.00
Other State Revenue	8300-8599	9,283,908.00	5,216,319.00	9,380,334.00	6,620,196.00	45,334,137.00		180,023,291.00	180,023,291.00
Other Local Revenue	8600-8799	1,785,171.00	1,029,337.00	1,403,056.00	3,018,516.00	14,219,385.00		36,083,033.00	36,083,033.00
Interfund Transfers In	8910-8929	0.00	919,483.00	276,854.00	442,966.00	1,211,770.00		6,790,686.00	6,790,686.00
All Other Financing Sources	8930-8979							0.00	0.00
TOTAL RECEIPTS		107,958,042.00	119,597,380.00	68,751,663.00	119,090,875.00	192,514,377.00	0.00	1,340,254,894.00	1,340,254,894.00
C. DISBURSEMENTS									
Certificated Salaries	1000-1999	51,325,404.00	38,110,376.00	52,464,544.00	35,093,061.00	40,905,667.00		534,085,691.00	534,085,691.00
Classified Salaries	2000-2999	12,849,436.00	10,792,721.00	11,054,031.00	10,792,379.00	2,948,888.00		152,879,142.00	152,879,142.00
Employee Benefits	3000-3999	30,920,767.00	31,512,563.00	34,009,629.00	32,321,779.00	29,195,955.00		354,432,564.00	354,432,564.00
Books and Supplies	4000-4999	3,973,505.00	3,166,996.00	3,696,937.00	14,133,275.00	66,037,857.00		116,630,310.00	116,630,310.00
Services	5000-5999	8,455,138.00	8,281,368.00	8,307,263.00	8,215,825.00	27,944,222.00		118,949,064.00	118,949,064.00
Capital Outlay	6000-6599	178,110.00	117,537.00	19,458.00	109,791.00	4,643,278.00		5,918,232.00	5,918,232.00
Other Outgo	7000-7499	85,215.00	234,033.00	120,347.00	110,556.00	(1,770,301.00)		1,610,311.00	1,610,311.00
Interfund Transfers Out	7600-7629	275,953.00	275,953.00	275,953.00	1,269,385.00	1,987,616.00		8,261,766.00	8,261,766.00
All Other Financing Uses	7630-7699							0.00	0.00
TOTAL DISBURSEMENTS		108,063,528.00	92,491,547.00	109,948,162.00	102,046,051.00	171,893,182.00	0.00	1,292,767,080.00	1,292,767,080.00
D. BALANCE SHEET ITEMS									
<u>Assets and Deferred Outflows</u>									
Cash Not In Treasury	9111-9199							0.00	
Accounts Receivable	9200-9299	1,274,992.00	36,124.00	14,672,331.00	1,211,637.00			202,586,354.00	
Due From Other Funds	9310							63,275,078.73	
Stores	9320							0.00	
Prepaid Expenditures	9330							0.00	
Other Current Assets	9340							0.00	
Deferred Outflows of Resources	9490							0.00	
SUBTOTAL		1,274,992.00	36,124.00	14,672,331.00	1,211,637.00	0.00	0.00	265,861,432.73	
<u>Liabilities and Deferred Inflows</u>									
Accounts Payable	9500-9599	249,036.00	168,294.00	5,699,494.00	9,347,270.00			159,217,548.00	
Due To Other Funds	9610							83,860,688.00	
Current Loans	9640							0.00	
Unearned Revenues	9650							0.00	
Deferred Inflows of Resources	9690							0.00	
SUBTOTAL		249,036.00	168,294.00	5,699,494.00	9,347,270.00	0.00	0.00	243,078,236.00	
<u>Nonoperating</u>									
Suspense Clearing	9910							0.00	
TOTAL BALANCE SHEET ITEMS		1,025,956.00	(132,170.00)	8,972,837.00	(8,135,633.00)	0.00	0.00	22,783,196.73	
E. NET INCREASE/DECREASE (B - C + D)		920,470.00	26,973,663.00	(32,223,662.00)	8,909,191.00	20,621,195.00	0.00	70,271,010.73	47,487,814.00
F. ENDING CASH (A + E)		247,805,551.05	274,779,214.05	242,555,552.05	251,464,743.05				
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS								272,085,938.05	

	Object	Beginning Balances (Ref. Only)	July	August	September	October	November	December	January	February
ACTUALS THROUGH THE MONTH OF (Enter Month Name):										
A. BEGINNING CASH			251,464,743.05	270,661,387.05	221,320,243.05	294,067,231.05	253,059,324.05	200,904,805.05	270,252,347.05	290,993,836.05
B. RECEIPTS										
LCFF/Revenue Limit Sources										
Principal Apportionment	8010-8019		31,173,655.00	31,173,655.00	97,616,211.00	56,112,578.00	56,112,578.00	97,616,211.00	56,112,578.00	56,112,578.00
Property Taxes	8020-8079			674,536.00				30,760,704.00	1,367,142.00	674,536.00
Miscellaneous Funds	8080-8099					(219,999.00)	(1,248,233.00)	(437,191.00)	(190,725.00)	(38,363.00)
Federal Revenue	8100-8299		1,031,102.00	17,862,575.00	78,535,132.00	10,992,357.00	10,772,788.00	46,861,995.00	62,940,573.00	5,886,039.00
Other State Revenue	8300-8599		1,472,684.00	3,904,853.00	14,145,325.00	7,927,339.00	6,002,782.00	6,259,625.00	11,750,195.00	928,128.00
Other Local Revenue	8600-8799		748,921.00	389,698.00	1,982,138.00	347,092.00	427,812.00	1,449,331.00	583,399.00	2,802,412.00
Interfund Transfers In	8910-8929		229,871.00	689,612.00	1,057,406.00	459,742.00	229,871.00	229,871.00	459,742.00	229,871.00
All Other Financing Sources	8930-8979									
TOTAL RECEIPTS			34,656,233.00	54,694,929.00	193,336,212.00	75,619,109.00	72,297,598.00	182,740,546.00	133,022,904.00	66,595,201.00
C. DISBURSEMENTS										
Certificated Salaries	1000-1999		7,955,024.00	51,160,902.00	50,458,755.00	51,216,873.00	48,242,538.00	39,587,524.00	47,588,899.00	52,002,132.00
Classified Salaries	2000-2999		17,704,973.00	9,548,523.00	11,979,773.00	12,113,696.00	13,389,629.00	13,641,732.00	13,210,593.00	15,618,398.00
Employee Benefits	3000-3999		10,008,226.00	11,930,863.00	29,705,891.00	27,325,490.00	33,463,414.00	36,845,268.00	31,326,340.00	38,824,078.00
Books and Supplies	4000-4999		120,828.00	17,440,431.00	10,525,820.00	7,257,757.00	19,805,119.00	4,571,140.00	6,911,833.00	9,116,263.00
Services	5000-5999		2,465,422.00	7,646,046.00	9,831,184.00	15,224,308.00	10,806,291.00	16,312,782.00	13,161,780.00	10,132,636.00
Capital Outlay	6000-6599		162,463.00	553,473.00	654,778.00	1,901,189.00	937,751.00	213,926.00	613,354.00	498,165.00
Other Outgo	7000-7499		143,132.00	102,189.00	186,468.00	156,265.00	301,073.00	581,532.00	190,337.00	294,003.00
Interfund Transfers Out	7600-7629		233,214.00	827,860.00	827,860.00	1,377,539.00	275,953.00	965,837.00	275,953.00	
All Other Financing Uses	7630-7699									
TOTAL DISBURSEMENTS			38,793,282.00	99,210,287.00	114,170,529.00	116,573,117.00	127,221,768.00	112,719,741.00	113,279,089.00	126,485,675.00
D. BALANCE SHEET ITEMS										
<u>Assets and Deferred Outflows</u>										
Cash Not In Treasury	9111-9199									
Accounts Receivable	9200-9299		154,633,707.00	1,646,013.00	3,546,708.00	579,377.00	3,426,682.00	620.00	1,187,394.00	2,729,752.00
Due From Other Funds	9310									
Stores	9320									
Prepaid Expenditures	9330									
Other Current Assets	9340									
Deferred Outflows of Resources	9490									
SUBTOTAL		0.00	154,633,707.00	1,646,013.00	3,546,708.00	579,377.00	3,426,682.00	620.00	1,187,394.00	2,729,752.00
<u>Liabilities and Deferred Inflows</u>										
Accounts Payable	9500-9599		131,300,014.00	6,471,799.00	9,965,403.00	633,276.00	657,031.00	673,883.00	189,720.00	179,505.00
Due To Other Funds	9610									
Current Loans	9640									
Unearned Revenues	9650									
Deferred Inflows of Resources	9690									
SUBTOTAL		0.00	131,300,014.00	6,471,799.00	9,965,403.00	633,276.00	657,031.00	673,883.00	189,720.00	179,505.00
<u>Nonoperating</u>										
Suspense Clearing	9910									
TOTAL BALANCE SHEET ITEMS		0.00	23,333,693.00	(4,825,786.00)	(6,418,695.00)	(53,899.00)	2,769,651.00	(673,263.00)	997,674.00	2,550,247.00
E. NET INCREASE/DECREASE (B - C + D)			19,196,644.00	(49,341,144.00)	72,746,988.00	(41,007,907.00)	(52,154,519.00)	69,347,542.00	20,741,489.00	(57,340,227.00)
F. ENDING CASH (A + E)			270,661,387.05	221,320,243.05	294,067,231.05	253,059,324.05	200,904,805.05	270,252,347.05	290,993,836.05	233,653,609.05
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS										

	Object	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
ACTUALS THROUGH THE MONTH OF (Enter Month Name):									
A. BEGINNING CASH		233,653,609.05	229,193,413.05	241,738,113.05	203,099,874.05				
B. RECEIPTS									
LCFF/Revenue Limit Sources									
Principal Apportionment	8010-8019	97,616,210.00	56,112,578.00	56,112,578.00	97,616,212.00			789,487,622.00	789,487,622.00
Property Taxes	8020-8079		31,435,240.00	2,734,284.00	9,171,248.00			76,817,690.00	76,817,690.00
Miscellaneous Funds	8080-8099	(751,793.00)	(421,546.00)	(400,106.00)	(31,152.00)	(653,149.00)		(4,392,257.00)	(4,392,257.00)
Federal Revenue	8100-8299	4,169,374.00	22,508,267.00	2,130,831.00	4,455,804.00	92,107,960.00		360,254,797.00	360,254,797.00
Other State Revenue	8300-8599	6,866,246.00	3,857,915.00	6,937,561.00	4,896,202.00	58,193,792.00		133,142,647.00	133,142,647.00
Other Local Revenue	8600-8799	920,462.00	530,742.00	723,438.00	1,556,394.00	6,143,137.00		18,604,976.00	18,604,976.00
Interfund Transfers In	8910-8929		919,483.00	276,854.00	442,965.00	1,565,398.00		6,790,686.00	6,790,686.00
All Other Financing Sources	8930-8979							0.00	
TOTAL RECEIPTS		108,820,499.00	114,942,679.00	68,515,440.00	118,107,673.00	157,357,138.00	0.00	1,380,706,161.00	1,380,706,161.00
C. DISBURSEMENTS									
Certificated Salaries	1000-1999	52,624,736.00	43,075,162.00	53,792,714.00	35,981,462.00	13,919,655.00		547,606,376.00	547,606,376.00
Classified Salaries	2000-2999	13,519,141.00	11,355,231.00	13,630,160.00	11,354,872.00	3,780,389.00		160,847,110.00	160,847,110.00
Employee Benefits	3000-3999	32,842,085.00	33,470,653.00	36,122,879.00	34,330,152.00	20,260,533.00		376,455,872.00	376,455,872.00
Books and Supplies	4000-4999	4,395,732.00	3,503,523.00	4,089,775.00	15,635,084.00	25,650,206.00		129,023,511.00	129,023,511.00
Services	5000-5999	10,188,785.00	9,979,386.00	10,010,590.00	9,900,404.00	17,678,849.00		143,338,463.00	143,338,463.00
Capital Outlay	6000-6599	216,043.00	142,569.00	23,602.00	133,174.00	1,128,187.00		7,178,674.00	7,178,674.00
Other Outgo	7000-7499	162,991.00	447,637.00	230,188.00	211,461.00	72,776.00		3,080,052.00	3,080,052.00
Interfund Transfers Out	7600-7629	275,953.00	275,953.00	275,953.00	1,269,385.00	1,380,306.00		8,261,766.00	8,261,766.00
All Other Financing Uses	7630-7699							0.00	
TOTAL DISBURSEMENTS		114,225,466.00	102,250,114.00	118,175,861.00	108,815,994.00	83,870,901.00	0.00	1,375,791,824.00	1,375,791,824.00
D. BALANCE SHEET ITEMS									
<u>Assets and Deferred Outflows</u>									
Cash Not In Treasury	9111-9199							0.00	
Accounts Receivable	9200-9299	1,214,496.00	34,410.00	22,820,812.00	1,154,148.00			192,974,119.00	
Due From Other Funds	9310							0.00	
Stores	9320							0.00	
Prepaid Expenditures	9330							0.00	
Other Current Assets	9340							0.00	
Deferred Outflows of Resources	9490							0.00	
SUBTOTAL		1,214,496.00	34,410.00	22,820,812.00	1,154,148.00	0.00	0.00	192,974,119.00	
<u>Liabilities and Deferred Inflows</u>									
Accounts Payable	9500-9599	269,725.00	182,275.00	11,798,630.00	10,123,827.00			172,445,088.00	
Due To Other Funds	9610							0.00	
Current Loans	9640							0.00	
Unearned Revenues	9650							0.00	
Deferred Inflows of Resources	9690							0.00	
SUBTOTAL		269,725.00	182,275.00	11,798,630.00	10,123,827.00	0.00	0.00	172,445,088.00	
<u>Nonoperating</u>									
Suspense Clearing	9910							0.00	
TOTAL BALANCE SHEET ITEMS		944,771.00	(147,865.00)	11,022,182.00	(8,969,679.00)	0.00	0.00	20,529,031.00	
E. NET INCREASE/DECREASE (B - C + D)		(4,460,196.00)	12,544,700.00	(38,638,239.00)	322,000.00	73,486,237.00	0.00	25,443,368.00	4,914,337.00
F. ENDING CASH (A + E)		229,193,413.05	241,738,113.05	203,099,874.05	203,421,874.05				
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS								276,908,111.05	

NOTICE OF CRITERIA AND STANDARDS REVIEW. This interim report was based upon and reviewed using the state-adopted Criteria and Standards. (Pursuant to Education Code (EC) sections 33129 and 42130)

Signed: 
District Superintendent or Designee


Date: 3/9/22

NOTICE OF INTERIM REVIEW. All action shall be taken on this report during a regular or authorized special meeting of the governing board.

To the County Superintendent of Schools:

This interim report and certification of financial condition are hereby filed by the governing board of the school district. (Pursuant to EC Section 42131)

Meeting Date: March 09, 2022

Signed: 
President of the Governing Board

CERTIFICATION OF FINANCIAL CONDITION

☒ POSITIVE CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district will meet its financial obligations for the current fiscal year and subsequent two fiscal years.

☐ QUALIFIED CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.

☐ NEGATIVE CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district will be unable to meet its financial obligations for the remainder of the current fiscal year or for the subsequent fiscal year.

Contact person for additional information on the interim report:

Name: Kim Kelstrom

Telephone: 559-457-3907

Title: Executive Officer, Fiscal Services

E-mail: Kim.Kelstrom@fresnounified.org

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review form (Form 01CSI). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern, which could affect the interim report certification, and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Funded ADA for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.		X

CRITERIA AND STANDARDS (continued)			Met	Not Met
2	Enrollment	Projected enrollment for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.	X	
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio for the current and two subsequent fiscal years is consistent with historical ratios.	X	
4	Local Control Funding Formula (LCFF) Revenue	Projected LCFF revenue for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.	X	
5	Salaries and Benefits	Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures has not changed by more than the standard for the current and two subsequent fiscal years.		X
6a	Other Revenues	Projected operating revenues (federal, other state, other local) for the current and two subsequent fiscal years have not changed by more than five percent since first interim.	X	
6b	Other Expenditures	Projected operating expenditures (books and supplies, services and other expenditures) for the current and two subsequent fiscal years have not changed by more than five percent since first interim.		X
7	Ongoing and Major Maintenance Account	If applicable, changes occurring since first interim meet the required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account).	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard in any of the current or two subsequent fiscal years.	X	
9a	Fund Balance	Projected general fund balance will be positive at the end of the current and two subsequent fiscal years.	X	
9b	Cash Balance	Projected general fund cash balance will be positive at the end of the current fiscal year.	X	
10	Reserves	Available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the current and two subsequent fiscal years.	X	

SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) occurred since first interim that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures funded with one-time revenues that have changed since first interim by more than five percent?	X	
S3	Temporary Interfund Borrowings	Are there projected temporary borrowings between funds?		X
S4	Contingent Revenues	Are any projected revenues for any of the current or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed since first interim by more than \$20,000 and more than 5% for any of the current or two subsequent fiscal years?		X

SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the current or two subsequent fiscal years increased over prior year's (2020-21) annual payment?		X
		• If yes, will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?	X	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?		X
		• If yes, have there been changes since first interim in OPEB liabilities?		X
S7b	Other Self-insurance Benefits	Does the district operate any self-insurance programs (e.g., workers' compensation)?		X
		• If yes, have there been changes since first interim in self-insurance liabilities?	X	
S8	Status of Labor Agreements	As of second interim projections, are salary and benefit negotiations still unsettled for:		
		• Certificated? (Section S8A, Line 1b)	X	
		• Classified? (Section S8B, Line 1b)	X	
S8	Labor Agreement Budget Revisions	For negotiations settled since first interim, per Government Code Section 3547.5(c), are budget revisions still needed to meet the costs of the collective bargaining agreement(s) for:		
		• Certificated? (Section S8A, Line 3)	n/a	
		• Classified? (Section S8B, Line 3)	n/a	
S9	Status of Other Funds	Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?	X	

ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?	X	
A3	Declining Enrollment	Is enrollment decreasing in both the prior and current fiscal years?		X
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior or current fiscal year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	X	
A7	Independent Financial System	Is the district's financial system independent from the county office system?		X
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?	X	

Section I - Expenditures	Funds 01, 09, and 62			2021-22 Expenditures
	Goals	Functions	Objects	
A. Total state, federal, and local expenditures (all resources)	All	All	1000-7999	1,292,767,080.00
B. Less all federal expenditures not allowed for MOE (Resources 3000-5999, except 3385)	All	All	1000-7999	270,570,954.00
C. Less state and local expenditures not allowed for MOE: (All resources, except federal as identified in Line B)				
1. Community Services	All	5000-5999	1000-7999	1,755,351.00
2. Capital Outlay	All except 7100-7199	All except 5000-5999	6000-6999	5,901,438.00
3. Debt Service	All	9100	5400-5450, 5800, 7430- 7439	0.00
4. Other Transfers Out	All	9200	7200-7299	2,408,996.00
5. Interfund Transfers Out	All	9300	7600-7629	8,261,766.00
6. All Other Financing Uses	All	9100	7699	0.00
		9200	7651	
7. Nonagency	7100-7199	All except 5000-5999, 9000-9999	1000-7999	6,330,300.00
8. Tuition (Revenue, in lieu of expenditures, to approximate costs of services for which tuition is received)	All	All	8710	0.00
9. Supplemental expenditures made as a result of a Presidentially declared disaster	Manually entered. Must not include expenditures in lines B, C1-C8, D1, or D2.			
10. Total state and local expenditures not allowed for MOE calculation (Sum lines C1 through C9)				24,657,851.00
D. Plus additional MOE expenditures:				
1. Expenditures to cover deficits for food services (Funds 13 and 61) (If negative, then zero)	All	All	1000-7143, 7300-7439 minus 8000-8699	0.00
2. Expenditures to cover deficits for student body activities	Manually entered. Must not include expenditures in lines A or D1.			
E. Total expenditures subject to MOE (Line A minus lines B and C10, plus lines D1 and D2)				997,538,275.00

Section II - Expenditures Per ADA		2021-22 Annual ADA/ Exps. Per ADA
A. Average Daily Attendance (Form AI, Column C, sum of lines A6 and C9)*		60,380.00
B. Expenditures per ADA (Line I.E divided by Line II.A)		16,521.00
Section III - MOE Calculation (For data collection only. Final determination will be done by CDE)		
	Total	Per ADA
A. Base expenditures (Preloaded expenditures extracted from prior year Unaudited Actuals MOE calculation). (Note: If the prior year MOE was not met, in its final determination, CDE will adjust the prior year base to 90 percent of the preceding prior year amount rather than the actual prior year expenditure amount.)	880,881,490.78	13,166.45
1. Adjustment to base expenditure and expenditure per ADA amounts for LEAs failing prior year MOE calculation (From Section IV)	0.00	0.00
2. Total adjusted base expenditure amounts (Line A plus Line A.1)	880,881,490.78	13,166.45
B. Required effort (Line A.2 times 90%)	792,793,341.70	11,849.81
C. Current year expenditures (Line I.E and Line II.B)	997,538,275.00	16,521.00
D. MOE deficiency amount, if any (Line B minus Line C) (If negative, then zero)	0.00	0.00
E. MOE determination (If one or both of the amounts in line D are zero, the MOE requirement is met; if both amounts are positive, the MOE requirement is not met. If either column in Line A.2 or Line C equals zero, the MOE calculation is incomplete.)	MOE Met	
F. MOE deficiency percentage, if MOE not met; otherwise, zero (Line D divided by Line B) (Funding under ESSA covered programs in FY 2023-24 may be reduced by the lower of the two percentages)	0.00%	0.00%

*Interim Periods - Annual ADA not available from Form AI. For your convenience, Projected Year Totals Estimated P-2 ADA is extracted. Manual adjustment may be required to reflect estimated Annual ADA.

SECTION IV - Detail of Adjustments to Base Expenditures (used in Section III, Line A.1)		
Description of Adjustments	Total Expenditures	Expenditures Per ADA
Total adjustments to base expenditures	0.00	0.00

Part I - General Administrative Share of Plant Services Costs

California's indirect cost plan allows that the general administrative costs in the indirect cost pool may include that portion of plant services costs (maintenance and operations costs and facilities rents and leases costs) attributable to the general administrative offices. The calculation of the plant services costs attributed to general administration and included in the pool is standardized and automated using the percentage of salaries and benefits relating to general administration as proxy for the percentage of square footage occupied by general administration.

A. Salaries and Benefits - Other General Administration and Centralized Data Processing

1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)
(Functions 7200-7700, goals 0000 and 9000) 29,169,547.00
2. Contracted general administrative positions not paid through payroll
 - a. Enter the costs, if any, of general administrative positions performing services ON SITE but paid through a contract, rather than through payroll, in functions 7200-7700, goals 0000 and 9000, Object 5800. _____
 - b. If an amount is entered on Line A2a, provide the title, duties, and approximate FTE of each general administrative position paid through a contract. Retain supporting documentation in case of audit.

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B. Salaries and Benefits - All Other Activities

1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)
(Functions 1000-6999, 7100-7180, & 8100-8400; Functions 7200-7700, all goals except 0000 & 9000) 967,337,993.00

C. Percentage of Plant Services Costs Attributable to General Administration

(Line A1 plus Line A2a, divided by Line B1; zero if negative) (See Part III, Lines A5 and A6) 3.02%

Part II - Adjustments for Employment Separation Costs

When an employee separates from service, the local educational agency (LEA) may incur costs associated with the separation in addition to the employee's regular salary and benefits for the final pay period. These additional costs can be categorized as "normal" or "abnormal or mass" separation costs.

Normal separation costs include items such as pay for accumulated unused leave or routine severance pay authorized by governing board policy. Normal separation costs are not allowable as direct costs to federal programs, but are allowable as indirect costs. State programs may have similar restrictions. Where federal or state program guidelines required that the LEA charge an employee's normal separation costs to an unrestricted resource rather than to the restricted program in which the employee worked, the LEA may identify and enter these costs on Line A for inclusion in the indirect cost pool.

Abnormal or mass separation costs are those costs resulting from actions taken by an LEA to influence employees to terminate their employment earlier than they normally would have. Abnormal or mass separation costs include retirement incentives such as a Golden Handshake or severance packages negotiated to effect termination. Abnormal or mass separation costs may not be charged to federal programs as either direct costs or indirect costs. Where an LEA paid abnormal or mass separation costs on behalf of positions in general administrative functions included in the indirect cost pool, the LEA must identify and enter these costs on Line B for exclusion from the pool.

A. Normal Separation Costs (optional)

Enter any normal separation costs paid on behalf of employees of restricted state or federal programs that were charged to an unrestricted resource (0000-1999) in funds 01, 09, and 62 with functions 1000-6999 or 8100-8400 rather than to the restricted program. These costs will be moved in Part III from base costs to the indirect cost pool. _____
Retain supporting documentation.

B. Abnormal or Mass Separation Costs (required)

Enter any abnormal or mass separation costs paid on behalf of general administrative positions charged to unrestricted resources (0000-1999) in funds 01, 09, and 62 with functions 7200-7700. These costs will be moved in Part III from the indirect cost pool to base costs. If none, enter zero. 0.00

Part III - Indirect Cost Rate Calculation (Funds 01, 09, and 62, unless indicated otherwise)

A. Indirect Costs

1. Other General Administration, less portion charged to restricted resources or specific goals (Functions 7200-7600, objects 1000-5999, minus Line B9)	30,217,690.00
2. Centralized Data Processing, less portion charged to restricted resources or specific goals (Function 7700, objects 1000-5999, minus Line B10)	6,119,711.00
3. External Financial Audit - Single Audit (Function 7190, resources 0000-1999, goals 0000 and 9000, objects 5000-5999)	94,989.00
4. Staff Relations and Negotiations (Function 7120, resources 0000-1999, goals 0000 and 9000, objects 1000-5999)	0.00
5. Plant Maintenance and Operations (portion relating to general administrative offices only) (Functions 8100-8400, objects 1000-5999 except 5100, times Part I, Line C)	3,532,427.29
6. Facilities Rents and Leases (portion relating to general administrative offices only) (Function 8700, resources 0000-1999, objects 1000-5999 except 5100, times Part I, Line C)	3,935.00
7. Adjustment for Employment Separation Costs	
a. Plus: Normal Separation Costs (Part II, Line A)	0.00
b. Less: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
8. Total Indirect Costs (Lines A1 through A7a, minus Line A7b)	39,968,752.29
9. Carry-Forward Adjustment (Part IV, Line F)	(11,553,224.59)
10. Total Adjusted Indirect Costs (Line A8 plus Line A9)	28,415,527.70

B. Base Costs

1. Instruction (Functions 1000-1999, objects 1000-5999 except 5100)	783,232,025.00
2. Instruction-Related Services (Functions 2000-2999, objects 1000-5999 except 5100)	138,328,594.00
3. Pupil Services (Functions 3000-3999, objects 1000-5999 except 4700 and 5100)	124,515,240.00
4. Ancillary Services (Functions 4000-4999, objects 1000-5999 except 5100)	25,995,312.00
5. Community Services (Functions 5000-5999, objects 1000-5999 except 5100)	1,755,351.00
6. Enterprise (Function 6000, objects 1000-5999 except 4700 and 5100)	2,087,319.00
7. Board and Superintendent (Functions 7100-7180, objects 1000-5999, minus Part III, Line A4)	7,153,306.00
8. External Financial Audit - Single Audit and Other (Functions 7190-7191, objects 5000-5999, minus Part III, Line A3)	0.00
9. Other General Administration (portion charged to restricted resources or specific goals only) (Functions 7200-7600, resources 2000-9999, objects 1000-5999; Functions 7200-7600, resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	315,451.00
10. Centralized Data Processing (portion charged to restricted resources or specific goals only) (Function 7700, resources 2000-9999, objects 1000-5999; Function 7700, resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	639,598.00
11. Plant Maintenance and Operations (all except portion relating to general administrative offices) (Functions 8100-8400, objects 1000-5999 except 5100, minus Part III, Line A5)	113,435,363.71
12. Facilities Rents and Leases (all except portion relating to general administrative offices) (Function 8700, objects 1000-5999 except 5100, minus Part III, Line A6)	126,363.00
13. Adjustment for Employment Separation Costs	
a. Less: Normal Separation Costs (Part II, Line A)	0.00
b. Plus: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
14. Student Activity (Fund 08, functions 4000-5999, objects 1000-5999 except 5100)	3,047,519.00
15. Adult Education (Fund 11, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	7,415,214.00
16. Child Development (Fund 12, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	22,280,691.00
17. Cafeteria (Funds 13 & 61, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	31,501,768.00
18. Foundation (Funds 19 & 57, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	0.00
19. Total Base Costs (Lines B1 through B12 and Lines B13b through B18, minus Line B13a)	1,261,829,114.71

C. Straight Indirect Cost Percentage Before Carry-Forward Adjustment

(For information only - not for use when claiming/recovering indirect costs) (Line A8 divided by Line B19)	3.17%
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D. Preliminary Proposed Indirect Cost Rate

(For final approved fixed-with-carry-forward rate for use in 2023-24 see www.cde.ca.gov/fg/ac/ic/) (Line A10 divided by Line B19)	2.25%
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Part IV - Carry-forward Adjustment

The carry-forward adjustment is an after-the-fact adjustment for the difference between indirect costs recoverable using the indirect cost rate approved for use in a given year, and the actual indirect costs incurred in that year. The carry-forward adjustment eliminates the need for LEAs to file amended federal reports when their actual indirect costs vary from the estimated indirect costs on which the approved rate was based.

Where the ratio of indirect costs incurred in the current year is less than the estimated ratio of indirect costs on which the approved rate for use in the current year was based, the carry-forward adjustment is limited by using either the approved rate times current year base costs, or the highest rate actually used to recover costs from any program times current year base costs, if the highest rate used was less than the approved rate. Rates used to recover costs from programs are displayed in Exhibit A.

A. Indirect costs incurred in the current year (Part III, Line A8)	<u>39,968,752.29</u>
B. Carry-forward adjustment from prior year(s)	
1. Carry-forward adjustment from the second prior year	<u>2,105,760.50</u>
2. Carry-forward adjustment amount deferred from prior year(s), if any	<u>0.00</u>
C. Carry-forward adjustment for under- or over-recovery in the current year	
1. Under-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus (approved indirect cost rate (4.25%) times Part III, Line B19); zero if negative	<u>0.00</u>
2. Over-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus the lesser of (approved indirect cost rate (4.25%) times Part III, Line B19) or (the highest rate used to recover costs from any program (4.25%) times Part III, Line B19); zero if positive	<u>(11,553,224.59)</u>
D. Preliminary carry-forward adjustment (Line C1 or C2)	<u>(11,553,224.59)</u>
E. Optional allocation of negative carry-forward adjustment over more than one year	
Where a negative carry-forward adjustment causes the proposed approved rate to fall below zero or would reduce the rate at which the LEA could recover indirect costs to such an extent that it would cause the LEA significant fiscal harm, the LEA may request that the carry-forward adjustment be allocated over more than one year. Where allocation of a negative carry-forward adjustment over more than one year does not resolve a negative rate, the CDE will work with the LEA on a case-by-case basis to establish an approved rate.	
Option 1. Preliminary proposed approved rate (Part III, Line D) if entire negative carry-forward adjustment is applied to the current year calculation:	<u>2.25%</u>
Option 2. Preliminary proposed approved rate (Part III, Line D) if one-half of negative carry-forward adjustment (\$-5,776,612.30) is applied to the current year calculation and the remainder (\$-5,776,612.29) is deferred to one or more future years:	<u>2.71%</u>
Option 3. Preliminary proposed approved rate (Part III, Line D) if one-third of negative carry-forward adjustment (\$-3,851,074.86) is applied to the current year calculation and the remainder (\$-7,702,149.73) is deferred to one or more future years:	<u>2.86%</u>
LEA request for Option 1, Option 2, or Option 3	<u>1</u>
F. Carry-forward adjustment used in Part III, Line A9 (Line D minus amount deferred if Option 2 or Option 3 is selected)	<u>(11,553,224.59)</u>

Approved indirect cost rate: 4.25%
Highest rate used in any program: 4.25%

Fund	Resource	Eligible Expenditures (Objects 1000-5999 except 4700 & 5100)	Indirect Costs Charged (Objects 7310 and 7350)	Rate Used
01	3010	52,836,120.00	2,245,535.00	4.25%
01	3060	479,767.00	20,390.00	4.25%
01	3061	165,755.00	7,045.00	4.25%
01	3182	2,427,352.00	103,162.00	4.25%
01	3212	103,881,217.00	4,414,951.00	4.25%
01	3215	2,174,170.00	92,402.00	4.25%
01	3216	7,671,224.00	326,027.00	4.25%
01	3217	1,760,317.00	74,814.00	4.25%
01	3218	4,997,055.00	212,375.00	4.25%
01	3219	8,614,243.00	366,105.00	4.25%
01	3310	12,383,191.00	526,637.00	4.25%
01	3311	9,650.00	410.00	4.25%
01	3312	3,165,259.00	134,523.00	4.25%
01	3315	338,314.00	14,378.00	4.25%
01	3318	50,523.00	2,147.00	4.25%
01	3326	41,365.00	1,756.00	4.25%
01	3327	671,250.00	28,528.00	4.25%
01	3345	2,218.00	94.00	4.24%
01	3385	82,210.00	3,493.00	4.25%
01	3395	112,849.00	4,795.00	4.25%
01	3550	1,086,806.00	46,189.00	4.25%
01	4035	9,658,064.00	410,468.00	4.25%
01	4124	964,198.00	40,980.00	4.25%
01	4201	186,675.00	7,934.00	4.25%
01	4203	1,475,355.00	62,702.00	4.25%
01	4510	68,493.00	2,911.00	4.25%
01	5630	93,429.00	3,971.00	4.25%
01	5632	97,455.00	4,142.00	4.25%
01	5634	955,430.00	40,606.00	4.25%
01	5810	1,565,580.00	39,097.00	2.50%
01	6010	4,231,270.00	179,827.00	4.25%
01	6230	74,848.00	3,181.00	4.25%
01	6385	110,227.00	4,685.00	4.25%
01	6386	14,586.00	620.00	4.25%
01	6387	771,434.00	32,786.00	4.25%
01	6388	2,636,419.00	112,048.00	4.25%
01	6500	115,518,271.00	4,909,526.00	4.25%
01	6510	1,738,736.00	73,896.00	4.25%
01	6512	3,508,420.00	149,107.00	4.25%
01	6520	445,397.00	18,928.00	4.25%
01	6536	1,041,439.00	44,261.00	4.25%
01	6537	4,686,477.00	199,175.00	4.25%

Fund	Resource	Eligible Expenditures (Objects 1000-5999 except 4700 & 5100)	Indirect Costs Charged (Objects 7310 and 7350)	Rate Used
01	7085	647,783.00	27,530.00	4.25%
01	7220	356,672.00	15,158.00	4.25%
01	7311	96,958.00	4,121.00	4.25%
01	7422	13,960,442.00	593,319.00	4.25%
01	7425	20,158,289.00	856,728.00	4.25%
01	7426	5,188,916.00	220,530.00	4.25%
01	7810	60,585.00	2,575.00	4.25%
01	8150	27,251,923.00	1,158,206.00	4.25%
01	9010	23,612,903.00	100,560.00	0.43%
11	3555	86,763.00	3,688.00	4.25%
11	5810	108,780.00	4,623.00	4.25%
11	6391	4,969,848.00	211,218.00	4.25%
12	5025	1,344,695.00	57,150.00	4.25%
12	5058	674,719.00	28,676.00	4.25%
12	6052	38,369.00	1,631.00	4.25%
12	6105	16,088,659.00	683,768.00	4.25%
12	6128	3,079,809.00	130,892.00	4.25%
12	9010	1,441,135.00	24,936.00	1.73%
13	5310	27,801,511.00	1,079,692.00	3.88%
13	5320	3,367,937.00	143,137.00	4.25%
13	9010	332,320.00	8,932.00	2.69%

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2022-23 Projection (C)	% Change (Cols. E-C/C) (D)	2023-24 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	846,691,056.00	1.80%	861,913,055.00	2.19%	880,827,702.00
2. Federal Revenues	8100-8299	270,666,828.00	33.10%	360,254,797.00	-16.97%	299,107,797.00
3. Other State Revenues	8300-8599	180,023,291.00	-26.04%	133,142,647.00	0.07%	133,231,234.00
4. Other Local Revenues	8600-8799	36,083,033.00	-48.44%	18,604,976.00	0.00%	18,604,976.00
5. Other Financing Sources						
a. Transfers In	8900-8929	6,790,686.00	0.00%	6,790,686.00	0.00%	6,790,686.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		1,340,254,894.00	3.02%	1,380,706,161.00	-3.05%	1,338,562,395.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				534,085,691.00		547,606,376.00
b. Step & Column Adjustment				2,387,685.00		2,387,685.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				11,133,000.00		281,250.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	534,085,691.00	2.53%	547,606,376.00	0.49%	550,275,311.00
2. Classified Salaries						
a. Base Salaries				152,879,142.00		160,847,110.00
b. Step & Column Adjustment				1,182,968.00		1,182,968.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				6,785,000.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	152,879,142.00	5.21%	160,847,110.00	0.74%	162,030,078.00
3. Employee Benefits	3000-3999	354,432,564.00	6.21%	376,455,872.00	1.13%	380,692,928.00
4. Books and Supplies	4000-4999	116,630,310.00	10.63%	129,023,511.00	-21.22%	101,641,627.00
5. Services and Other Operating Expenditures	5000-5999	118,949,064.00	20.50%	143,338,463.00	-11.17%	127,327,549.00
6. Capital Outlay	6000-6999	5,918,232.00	21.30%	7,178,674.00	-18.81%	5,828,674.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	3,988,654.00	0.00%	3,988,654.00	0.00%	3,988,654.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(2,378,343.00)	-61.80%	(908,602.00)	-54.29%	(415,333.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	8,261,766.00	0.00%	8,261,766.00	0.00%	8,261,766.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				0.00		0.00
11. Total (Sum lines B1 thru B10)		1,292,767,080.00	6.42%	1,375,791,824.00	-2.63%	1,339,631,254.00
C. NET INCREASE (DECREASE) IN FUND BALANCE						
(Line A6 minus line B11)		47,487,814.00		4,914,337.00		(1,068,859.00)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		229,193,035.56		276,680,849.56		281,595,186.56
2. Ending Fund Balance (Sum lines C and D1)		276,680,849.56		281,595,186.56		280,526,327.56
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	3,603,100.53		3,603,101.00		3,603,101.00
b. Restricted	9740	3,538,425.55		1,169,173.30		1,169,173.30
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	97,000,000.00		144,200,000.00		144,200,000.00
d. Assigned	9780	52,990,000.00		7,070,000.00		0.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	119,549,324.73		125,552,912.26		131,554,053.26
2. Unassigned/Unappropriated	9790	(1.25)		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		276,680,849.56		281,595,186.56		280,526,327.56

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2022-23 Projection (C)	% Change (Cols. E-C/C) (D)	2023-24 Projection (E)
E. AVAILABLE RESERVES (Unrestricted except as noted)						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	119,549,324.73		125,552,912.26		131,554,053.26
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z	(1.25)		0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1 thru E2c)		119,549,323.48		125,552,912.26		131,554,053.26
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		9.25%		9.13%		9.82%
F. RECOMMENDED RESERVES						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members? <u>Yes</u>						
b. If you are the SELPA AU and are excluding special education pass-through funds:						
1. Enter the name(s) of the SELPA(s):						
2. Special education pass-through funds (Column A: Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)						
		0.00				
2. District ADA Used to determine the reserve standard percentage level on line F3d (Col. A: Form AI, Estimated P-2 ADA column, Lines A4 and C4; enter projections)						
		60,380.00		64,729.00		63,842.00
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		1,292,767,080.00		1,375,791,824.00		1,339,631,254.00
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)		1,292,767,080.00		1,375,791,824.00		1,339,631,254.00
d. Reserve Standard Percentage Level (Refer to Form 01CSI, Criterion 10 for calculation details)		2%		2%		2%
e. Reserve Standard - By Percent (Line F3c times F3d)		25,855,341.60		27,515,836.48		26,792,625.08
f. Reserve Standard - By Amount (Refer to Form 01CSI, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		25,855,341.60		27,515,836.48		26,792,625.08
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

Second Interim
2021-22 Projected Year Totals
SUMMARY OF INTERFUND ACTIVITIES
FOR ALL FUNDS

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
011 GENERAL FUND								
Expenditure Detail	0.00	(1,386,608.00)	0.00	(2,378,343.00)				
Other Sources/Uses Detail					6,790,686.00	8,261,766.00		
Fund Reconciliation								
081 STUDENT ACTIVITY SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
091 CHARTER SCHOOLS SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
101 SPECIAL EDUCATION PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
111 ADULT EDUCATION FUND								
Expenditure Detail	13,279.00	0.00	219,529.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
121 CHILD DEVELOPMENT FUND								
Expenditure Detail	636,167.00	0.00	927,053.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
131 CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail	188,558.00	0.00	1,231,761.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
141 DEFERRED MAINTENANCE FUND								
Expenditure Detail	41,802.00	0.00						
Other Sources/Uses Detail					6,761,766.00	0.00		
Fund Reconciliation								
151 PUPIL TRANSPORTATION EQUIPMENT FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
171 SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
181 SCHOOL BUS EMISSIONS REDUCTION FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
191 FOUNDATION SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation								
201 SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
211 BUILDING FUND								
Expenditure Detail	62,507.00	0.00						
Other Sources/Uses Detail					0.00	80,778,046.00		
Fund Reconciliation								
251 CAPITAL FACILITIES FUND								
Expenditure Detail	2,018.00	0.00						
Other Sources/Uses Detail					0.00	28,920.00		
Fund Reconciliation								
301 STATE SCHOOL BUILDING LEASE/PURCHASE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
351 COUNTY SCHOOL FACILITIES FUND								
Expenditure Detail	421,160.00	0.00						
Other Sources/Uses Detail					74,016,280.00	0.00		
Fund Reconciliation								
401 SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS								
Expenditure Detail	0.00	(24,948.00)						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
491 CAP PROJ FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
511 BOND INTEREST AND REDEMPTION FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
521 DEBT SVC FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
531 TAX OVERRIDE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
561 DEBT SERVICE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
571 FOUNDATION PERMANENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation								

Second Interim
2021-22 Projected Year Totals
SUMMARY OF INTERFUND ACTIVITIES
FOR ALL FUNDS

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund	Interfund	Due From	Due To
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350	Transfers In 8900-8929	Transfers Out 7600-7629	Other Funds 9310	Other Funds 9610
611 CAFETERIA ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
621 CHARTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
631 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
661 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
671 SELF-INSURANCE FUND								
Expenditure Detail	46,065.00	0.00						
Other Sources/Uses Detail					0.00	2,000,000.00		
Fund Reconciliation								
711 RETIREE BENEFIT FUND								
Expenditure Detail								
Other Sources/Uses Detail					3,500,000.00			
Fund Reconciliation								
731 FOUNDATION PRIVATE-PURPOSE TRUST FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
761 WARRANT/PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
951 STUDENT BODY FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
TOTALS	1,411,556.00	(1,411,556.00)	2,378,343.00	(2,378,343.00)	91,068,732.00	91,068,732.00		

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the interim certification.

CRITERIA AND STANDARDS

1. CRITERION: Average Daily Attendance

STANDARD: Funded average daily attendance (ADA) for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since first interim projections.

District's ADA Standard Percentage Range: **-2.0% to +2.0%**

1A. Calculating the District's ADA Variances

DATA ENTRY: First Interim data that exist will be extracted into the first column, otherwise, enter data for all fiscal years. Second Interim Projected Year Totals data that exist for the current year will be extracted; otherwise, enter data for all fiscal years. Enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for all fiscal years.

Estimated Funded ADA

Fiscal Year	First Interim Projected Year Totals (Form 01CSI, Item 1A)	Second Interim Projected Year Totals (Form AI, Lines A4 and C4)	Percent Change	Status
Current Year (2021-22)				
District Regular	66,903.50	66,903.50		
Charter School	0.00	0.00		
Total ADA	66,903.50	66,903.50	0.0%	Met
1st Subsequent Year (2022-23)				
District Regular	66,239.00	64,729.00		
Charter School				
Total ADA	66,239.00	64,729.00	-2.3%	Not Met
2nd Subsequent Year (2023-24)				
District Regular	66,139.00	63,842.00		
Charter School				
Total ADA	66,139.00	63,842.00	-3.5%	Not Met

1B. Comparison of District ADA to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - The projected change since first interim projections for funded ADA exceeds two percent in any of the current year or two subsequent fiscal years. Provide reasons why the change(s) exceed the standard, a description of the methods and assumptions used in projecting funded ADA, and what changes will be made to improve the accuracy of projections in this area.

Explanation:
(required if NOT met)

Based on the 2022/23 projected enrollment and lower ADA rate, Second inteim adjusts ADA for 2022/23 based on a prior year three year rolling average and 2023/24 based on current year ADA.

2. CRITERION: Enrollment

STANDARD: Projected enrollment for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since first interim projections.

District's Enrollment Standard Percentage Range: **-2.0% to +2.0%**

2A. Calculating the District's Enrollment Variances

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column for all fiscal years. Enter data in the second column for all fiscal years. Enter district regular enrollment and charter school enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	Enrollment		Percent Change	Status
	First Interim (Form 01CSI, Item 2A)	Second Interim CBEDS/Projected		
Current Year (2021-22)				
District Regular	69,709	69,709		
Charter School				
Total Enrollment	69,709	69,709	0.0%	Met
1st Subsequent Year (2022-23)				
District Regular	70,503	69,422		
Charter School				
Total Enrollment	70,503	69,422	-1.5%	Met
2nd Subsequent Year (2023-24)				
District Regular	70,503	69,422		
Charter School				
Total Enrollment	70,503	69,422	-1.5%	Met

2B. Comparison of District Enrollment to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Enrollment projections have not changed since first interim projections by more than two percent for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

3. CRITERION: ADA to Enrollment

STANDARD: Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the current fiscal year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

3A. Calculating the District's ADA to Enrollment Standard

DATA ENTRY: Unaudited Actuals data that exist will be extracted into the P-2 ADA column for the First Prior Year; otherwise, enter First Prior Year data. P-2 ADA for the second and third prior years are preloaded. First Interim data that exist will be extracted into the Enrollment column; otherwise, enter Enrollment data for all fiscal years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	P-2 ADA Unaudited Actuals (Form A, Lines A4 and C4)	Enrollment CBEDS Actual (Form 01CSI, Item 3A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2018-19)			
District Regular	67,037	70,749	
Charter School			
Total ADA/Enrollment	67,037	70,749	94.8%
Second Prior Year (2019-20)			
District Regular	66,904	70,943	
Charter School			
Total ADA/Enrollment	66,904	70,943	94.3%
First Prior Year (2020-21)			
District Regular	66,904	69,710	
Charter School	0		
Total ADA/Enrollment	66,904	69,710	96.0%
Historical Average Ratio:			95.0%
District's ADA to Enrollment Standard (historical average ratio plus 0.5%):			95.5%

3B. Calculating the District's Projected Ratio of ADA to Enrollment

DATA ENTRY: Estimated P-2 ADA will be extracted into the first column for the Current Year; enter data in the first column for the subsequent fiscal years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years. All other data are extracted.

Fiscal Year	Estimated P-2 ADA (Form AI, Lines A4 and C4)	Enrollment CBEDS/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Current Year (2021-22)				
District Regular	60,380	69,709		
Charter School	0			
Total ADA/Enrollment	60,380	69,709	86.6%	Met
1st Subsequent Year (2022-23)				
District Regular	63,943	69,422		
Charter School				
Total ADA/Enrollment	63,943	69,422	92.1%	Met
2nd Subsequent Year (2023-24)				
District Regular	63,843	69,422		
Charter School				
Total ADA/Enrollment	63,843	69,422	92.0%	Met

3C. Comparison of District ADA to Enrollment Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Projected P-2 ADA to enrollment ratio has not exceeded the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

4. CRITERION: LCFF Revenue

STANDARD: Projected LCFF revenue for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since first interim projections.

District's LCFF Revenue Standard Percentage Range: -2.0% to +2.0%

4A. Calculating the District's Projected Change in LCFF Revenue

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column. In the Second Interim column, Current Year data are extracted; enter data for the two subsequent years.

LCFF Revenue				
(Fund 01, Objects 8011, 8012, 8020-8089)				
	First Interim	Second Interim		
Fiscal Year	(Form 01CSI, Item 4A)	Projected Year Totals	Percent Change	Status
Current Year (2021-22)	850,998,719.00	851,083,313.00	0.0%	Met
1st Subsequent Year (2022-23)	857,472,931.00	861,913,055.00	0.5%	Met
2nd Subsequent Year (2023-24)	881,458,822.00	880,827,702.00	-0.1%	Met

4B. Comparison of District LCFF Revenue to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - LCFF revenue has not changed since first interim projections by more than two percent for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

5. CRITERION: Salaries and Benefits

STANDARD: Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the current fiscal year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: Unaudited Actuals data that exist for the First Prior Year will be extracted; otherwise, enter data for the First Prior Year. Unaudited Actuals data for the second and third prior years are preloaded.

Fiscal Year	Unaudited Actuals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
	Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	
Third Prior Year (2018-19)	587,317,848.94	693,084,303.42	84.7%
Second Prior Year (2019-20)	613,077,160.81	704,824,680.65	87.0%
First Prior Year (2020-21)	580,488,944.38	654,257,360.02	88.7%
	Historical Average Ratio:		86.8%

	Current Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
District's Reserve Standard Percentage (Criterion 10B, Line 4)	2.0%	2.0%	2.0%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	83.8% to 89.8%	83.8% to 89.8%	83.8% to 89.8%

5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: If Form MYPI exists, Projected Year Totals data for the two subsequent years will be extracted; if not, enter Projected Year Totals data. Projected Year Totals data for Current Year are extracted.

Fiscal Year	Projected Year Totals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
	Salaries and Benefits (Form 011, Objects 1000-3999) (Form MYPI, Lines B1-B3)	Total Expenditures (Form 011, Objects 1000-7499) (Form MYPI, Lines B1-B8, B10)		
Current Year (2021-22)	625,578,440.00	691,073,255.00	90.5%	Not Met
1st Subsequent Year (2022-23)	664,701,547.00	773,074,302.00	86.0%	Met
2nd Subsequent Year (2023-24)	723,262,528.00	799,870,179.00	90.4%	Not Met

5C. Comparison of District Salaries and Benefits Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Projected ratio of unrestricted salary and benefit costs to total unrestricted expenditures has changed by more than the standard in any of the current year or two subsequent fiscal years. Provide reasons why the change(s) exceed the standard and a description of the methods and assumptions used in projecting salaries and benefits.

Explanation:
(required if NOT met)

In 2021/22, total expenditures decreased due to recognized savings in the second interim as the district continues to focus on recovery and mitigating the pandemic.

6. CRITERION: Other Revenues and Expenditures

STANDARD: Projected operating revenues (including federal, other state and other local) or expenditures (including books and supplies, and services and other operating), for any of the current fiscal year or two subsequent fiscal years, have not changed by more than five percent since first interim projections.

Changes that exceed five percent in any major object category must be explained.

District's Other Revenues and Expenditures Standard Percentage Range:	-5.0% to +5.0%
District's Other Revenues and Expenditures Explanation Percentage Range:	-5.0% to +5.0%

6A. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column. Second Interim data for the Current Year are extracted. If Second Interim Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the second column.

Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	First Interim Projected Year Totals (Form 01CSI, Item 6A)	Second Interim Projected Year Totals (Fund 01) (Form MYPI)	Percent Change	Change Is Outside Explanation Range
Federal Revenue (Fund 01, Objects 8100-8299) (Form MYPI, Line A2)				
Current Year (2021-22)	264,130,540.00	270,666,828.00	2.5%	No
1st Subsequent Year (2022-23)	352,941,509.00	360,254,797.00	2.1%	No
2nd Subsequent Year (2023-24)	289,711,509.00	299,107,797.00	3.2%	No

Explanation:
(required if Yes)

Other State Revenue (Fund 01, Objects 8300-8599) (Form MYPI, Line A3)				
Current Year (2021-22)	181,624,678.00	180,023,291.00	-0.9%	No
1st Subsequent Year (2022-23)	134,744,034.00	133,142,647.00	-1.2%	No
2nd Subsequent Year (2023-24)	134,832,621.00	133,231,234.00	-1.2%	No

Explanation:
(required if Yes)

Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYPI, Line A4)				
Current Year (2021-22)	19,578,075.00	36,083,033.00	84.3%	Yes
1st Subsequent Year (2022-23)	18,800,018.00	18,604,976.00	-1.0%	No
2nd Subsequent Year (2023-24)	18,800,018.00	18,604,976.00	-1.0%	No

Explanation:
(required if Yes)

2021/22 received \$16.7 million in one-time Technology Connectivity funds.

Books and Supplies (Fund 01, Objects 4000-4999) (Form MYPI, Line B4)				
Current Year (2021-22)	101,443,220.00	116,630,310.00	15.0%	Yes
1st Subsequent Year (2022-23)	109,845,869.00	129,023,511.00	17.5%	Yes
2nd Subsequent Year (2023-24)	85,328,778.00	101,641,627.00	19.1%	Yes

Explanation:
(required if Yes)

2021/22 increase in laptops for students utilizing one-time Technology Connectivity Funds. For 2022/23 and 2023/24 plan to utilize remaining federal recovery funds.

Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYPI, Line B5)				
Current Year (2021-22)	126,401,792.00	118,949,064.00	-5.9%	Yes
1st Subsequent Year (2022-23)	141,370,336.00	143,338,463.00	1.4%	No
2nd Subsequent Year (2023-24)	131,333,201.00	127,327,549.00	-3.0%	No

Explanation:
(required if Yes)

2021/22 projected savings in restricted funds.

6B. Calculating the District's Change in Total Operating Revenues and Expenditures

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	First Interim Projected Year Totals	Second Interim Projected Year Totals	Percent Change	Status
Total Federal, Other State, and Other Local Revenue (Section 6A)				
Current Year (2021-22)	465,333,293.00	486,773,152.00	4.6%	Met
1st Subsequent Year (2022-23)	506,485,561.00	512,002,420.00	1.1%	Met
2nd Subsequent Year (2023-24)	443,344,148.00	450,944,007.00	1.7%	Met
Total Books and Supplies, and Services and Other Operating Expenditures (Section 6A)				
Current Year (2021-22)	227,845,012.00	235,579,374.00	3.4%	Met
1st Subsequent Year (2022-23)	251,216,205.00	272,361,974.00	8.4%	Not Met
2nd Subsequent Year (2023-24)	216,661,979.00	228,969,176.00	5.7%	Not Met

6C. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range

DATA ENTRY: Explanations are linked from Section 6A if the status in Section 6B is Not Met; no entry is allowed below.

- 1a. STANDARD MET - Projected total operating revenues have not changed since first interim projections by more than the standard for the current year and two subsequent fiscal years.

Explanation:

Federal Revenue
(linked from 6A
if NOT met)

Explanation:

Other State Revenue
(linked from 6A
if NOT met)

Explanation:

Other Local Revenue
(linked from 6A
if NOT met)

- 1b. STANDARD NOT MET - One or more total operating expenditures have changed since first interim projections by more than the standard in one or more of the current year or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation:

Books and Supplies
(linked from 6A
if NOT met)

2021/22 increase in laptops for students utilizing one-time Technology Connectivity Funds. For 2022/23 and 2023/24 plan to utilize remaining federal recovery funds.

Explanation:

Services and Other Exps
(linked from 6A
if NOT met)

2021/22 projected savings in restricted funds.

7. CRITERION: Facilities Maintenance

STANDARD: Identify changes that have occurred since first interim projections in the projected contributions for facilities maintenance funding as required pursuant to Education Code Section 17070.75, or in how the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)

NOTE: EC Section 17070.75 requires the district to deposit into the account a minimum amount equal to or greater than three percent of the total general fund expenditures and other financing uses for that fiscal year. Per SB 98 and SB 820 of 2020, resources 3210, 3215, 3220, 5316, 7027, 7420, and 7690 are excluded from the total general fund expenditures calculation.

DATA ENTRY: Enter the Required Minimum Contribution if First Interim data does not exist. First Interim data that exist will be extracted; otherwise, enter First Interim data into lines 1, if applicable, and 2. All other data are extracted.

	Required Minimum Contribution	Second Interim Contribution Projected Year Totals (Fund 01, Resource 8150, Objects 8900-8999)	Status
1. OMMA/RMA Contribution	33,525,431.31	35,936,178.00	Met
2. First Interim Contribution (information only) (Form 01CSI, First Interim, Criterion 7, Line 1)		35,968,500.00	

If status is not met, enter an X in the box that best describes why the minimum required contribution was not made:

<input type="checkbox"/>	Not applicable (district does not participate in the Leroy F. Greene School Facilities Act of 1998)
<input type="checkbox"/>	Exempt (due to district's small size [EC Section 17070.75 (b)(2)(E)])
<input type="checkbox"/>	Other (explanation must be provided)

Explanation:
(required if NOT met
and Other is marked)

8. CRITERION: Deficit Spending

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves¹ as a percentage of total expenditures and other financing uses² in any of the current fiscal year or two subsequent fiscal years.

¹Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

²A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

8A. Calculating the District's Deficit Spending Standard Percentage Levels

DATA ENTRY: All data are extracted or calculated.

	Current Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
District's Available Reserve Percentages (Criterion 10C, Line 9)	9.3%	9.1%	9.8%
District's Deficit Spending Standard Percentage Levels (one-third of available reserve percentage):	3.1%	3.0%	3.3%

8B. Calculating the District's Deficit Spending Percentages

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the first and second columns.

Fiscal Year	Projected Year Totals		Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
	Net Change in Unrestricted Fund Balance (Form 011, Section E) (Form MYPI, Line C)	Total Unrestricted Expenditures and Other Financing Uses (Form 011, Objects 1000-7999) (Form MYPI, Line B11)		
Current Year (2021-22)	73,638,282.00	692,573,255.00	N/A	Met
1st Subsequent Year (2022-23)	7,283,588.00	774,574,302.00	N/A	Met
2nd Subsequent Year (2023-24)	(1,068,859.00)	801,370,179.00	0.1%	Met

8C. Comparison of District Deficit Spending to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Unrestricted deficit spending, if any, has not exceeded the standard percentage level in any of the current year or two subsequent fiscal years.

Explanation:
(required if NOT met)

9. CRITERION: Fund and Cash Balances

A. FUND BALANCE STANDARD: Projected general fund balance will be positive at the end of the current fiscal year and two subsequent fiscal years.

9A-1. Determining if the District's General Fund Ending Balance is Positive

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years.

Ending Fund Balance General Fund Projected Year Totals		
Fiscal Year	(Form 011, Line F2) (Form MYPI, Line D2)	Status
Current Year (2021-22)	276,680,849.56	Met
1st Subsequent Year (2022-23)	281,595,186.56	Met
2nd Subsequent Year (2023-24)	280,526,327.56	Met

9A-2. Comparison of the District's Ending Fund Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected general fund ending balance is positive for the current fiscal year and two subsequent fiscal years.

Explanation:
(required if NOT met)

B. CASH BALANCE STANDARD: Projected general fund cash balance will be positive at the end of the current fiscal year.

9B-1. Determining if the District's Ending Cash Balance is Positive

DATA ENTRY: If Form CASH exists, data will be extracted; if not, data must be entered below.

Ending Cash Balance General Fund		
Fiscal Year	(Form CASH, Line F, June Column)	Status
Current Year (2021-22)	251,464,743.05	Met

9B-2. Comparison of the District's Ending Cash Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected general fund cash balance will be positive at the end of the current fiscal year.

Explanation:
(required if NOT met)

10. CRITERION: Reserves

STANDARD: Available reserves¹ for any of the current fiscal year or two subsequent fiscal years are not less than the following percentages or amounts² as applied to total expenditures and other financing uses³:

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, 1st and 2nd Subsequent Year data will be extracted. If not, enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the two subsequent years.

Percentage Level	District ADA		
5% or \$71,000 (greater of)	0	to	300
4% or \$71,000 (greater of)	301	to	1,000
3%	1,001	to	30,000
2%	30,001	to	400,000
1%	400,001	and	over

¹ Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

² Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment, as referenced in Education Code Section 42238.02, rounded to the nearest thousand.

³ A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Current Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
District Estimated P-2 ADA (Current Year, Form AI, Lines A4 and C4. Subsequent Years, Form MYPI, Line F2, if available.)	60,380	64,729	63,842
District's Reserve Standard Percentage Level:	2%	2%	2%

10A. Calculating the District's Special Education Pass-through Exclusions (only for districts that serve as the AU of a SELPA)

DATA ENTRY: For SELPA AUs, if Form MYPI exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1 and, if Yes, enter data for item 2a and for the two subsequent years in item 2b; Current Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYPI, Lines F1a, F1b1, and F1b2):

- Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?
- If you are the SELPA AU and are excluding special education pass-through funds:
 - Enter the name(s) of the SELPA(s):

Yes

- Special Education Pass-through Funds
(Fund 10, resources 3300-3499, 6500-6540 and 6546,
objects 7211-7213 and 7221-7223)

Current Year Projected Year Totals (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
0.00		

10B. Calculating the District's Reserve Standard

DATA ENTRY: If Form MYPI exists, all data will be extracted or calculated. If not, enter data for line 1 for the two subsequent years; Current Year data are extracted.

	Current Year Projected Year Totals (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
1. Expenditures and Other Financing Uses (Form 01I, objects 1000-7999) (Form MYPI, Line B11)	1,292,767,080.00	1,375,791,824.00	1,339,631,254.00
2. Plus: Special Education Pass-through (Criterion 10A, Line 2b, if Criterion 10A, Line 1 is No)			
3. Total Expenditures and Other Financing Uses (Line B1 plus Line B2)	1,292,767,080.00	1,375,791,824.00	1,339,631,254.00
4. Reserve Standard Percentage Level	2%	2%	2%
5. Reserve Standard - by Percent (Line B3 times Line B4)	25,855,341.60	27,515,836.48	26,792,625.08
6. Reserve Standard - by Amount (\$71,000 for districts with less than 1,001 ADA, else 0)	0.00	0.00	0.00
7. District's Reserve Standard (Greater of Line B5 or Line B6)	25,855,341.60	27,515,836.48	26,792,625.08

10C. Calculating the District's Available Reserve Amount

DATA ENTRY: All data are extracted from fund data and Form MYPI. If Form MYPI does not exist, enter data for the two subsequent years.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4)	Current Year Projected Year Totals (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
1. General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYPI, Line E1a)	0.00		
2. General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYPI, Line E1b)	119,549,324.73	125,552,912.26	131,554,053.26
3. General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYPI, Line E1c)	0.00	0.00	0.00
4. General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYPI, Line E1d)	(1.25)	0.00	0.00
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYPI, Line E2a)	0.00		
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYPI, Line E2b)	0.00		
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYPI, Line E2c)	0.00		
8. District's Available Reserve Amount (Lines C1 thru C7)	119,549,323.48	125,552,912.26	131,554,053.26
9. District's Available Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	9.25%	9.13%	9.82%
District's Reserve Standard (Section 10B, Line 7):	25,855,341.60	27,515,836.48	26,792,625.08
Status:	Met	Met	Met

10D. Comparison of District Reserve Amount to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Available reserves have met the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

SUPPLEMENTAL INFORMATION

DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

S1. Contingent Liabilities

- 1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that have occurred since first interim projections that may impact the budget?

No

- 1b. If Yes, identify the liabilities and how they may impact the budget:

S2. Use of One-time Revenues for Ongoing Expenditures

- 1a. Does your district have ongoing general fund expenditures funded with one-time revenues that have changed since first interim projections by more than five percent?

No

- 1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

S3. Temporary Interfund Borrowings

- 1a. Does your district have projected temporary borrowings between funds?
(Refer to Education Code Section 42603)

Yes

- 1b. If Yes, identify the interfund borrowings:

Interfund borrowing has provided temporary borrowing to the Adult Education Fund and Cafeteria Fund. The Adult Education Fund currently has an outstanding interfund transfer of \$750,000 and the Cafeteria Fund of \$4.5 due to delay in reimbursements..

S4. Contingent Revenues

- 1a. Does your district have projected revenues for the current fiscal year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?

No

- 1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

S5. Contributions

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if contributions have changed by more than \$20,000 and more than five percent since first interim projections.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if transfers have changed by more than \$20,000 and more than five percent since first interim projections.

Identify capital project cost overruns that have occurred since first interim projections that may impact the general fund budget.

District's Contributions and Transfers Standard: -5.0% to +5.0%
or -\$20,000 to +\$20,000

S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column. For Contributions, the Second Interim's Current Year data will be extracted. Enter Second Interim Contributions for the 1st and 2nd Subsequent Years. For Transfers In and Transfers Out, the Second Interim's Current Year data will be extracted. If Form MYPI exists, the data will be extracted into the Second Interim column for the 1st and 2nd Subsequent Years. If Form MYPI does not exist, enter data for 1st and 2nd Subsequent Years. Click on the appropriate button for Item 1d; all other data will be calculated.

Description / Fiscal Year	First Interim (Form 01CSI, Item S5A)	Second Interim Projected Year Totals	Percent Change	Amount of Change	Status
1a. Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)					
Current Year (2021-22)	(108,897,576.00)	(108,058,669.00)	-0.8%	(838,907.00)	Met
1st Subsequent Year (2022-23)	(112,263,472.00)	(106,925,190.00)	-4.8%	(5,338,282.00)	Met
2nd Subsequent Year (2023-24)	(113,560,258.00)	(107,484,994.00)	-5.3%	(6,075,264.00)	Not Met
1b. Transfers In, General Fund *					
Current Year (2021-22)	6,790,686.00	6,790,686.00	0.0%	0.00	Met
1st Subsequent Year (2022-23)	6,790,686.00	6,790,686.00	0.0%	0.00	Met
2nd Subsequent Year (2023-24)	6,790,686.00	6,790,686.00	0.0%	0.00	Met
1c. Transfers Out, General Fund *					
Current Year (2021-22)	8,261,766.00	8,261,766.00	0.0%	0.00	Met
1st Subsequent Year (2022-23)	8,261,766.00	8,261,766.00	0.0%	0.00	Met
2nd Subsequent Year (2023-24)	8,261,766.00	8,261,766.00	0.0%	0.00	Met

1d. Capital Project Cost Overruns

Have capital project cost overruns occurred since first interim projections that may impact the general fund operational budget?

No

* Include transfers used to cover operating deficits in either the general fund or any other fund.

S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for Item 1d.

- 1a. NOT MET - The projected contributions from the unrestricted general fund to restricted general fund programs have changed since first interim projections by more than the standard for any of the current year or subsequent two fiscal years. Identify restricted programs and contribution amount for each program and whether contributions are ongoing or one-time in nature. Explain the district's plan, with timeframes, for reducing or eliminating the contribution.

Explanation:
(required if NOT met)

2022/23 Projected Adopted Budget includes ongoing increased rates for Special Education.

- 1b. MET - Projected transfers in have not changed since first interim projections by more than the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

1c. MET - Projected transfers out have not changed since first interim projections by more than the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

--

1d. NO - There have been no capital project cost overruns occurring since first interim projections that may impact the general fund operational budget.

Project Information:
(required if YES)

S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment

DATA ENTRY: Enter an explanation if Yes.

- 1a. Yes - Annual payments for long-term commitments have increased in one or more of the current or two subsequent fiscal years. Explain how the increase in annual payments will be funded.

Explanation:
(Required if Yes
to increase in total
annual payments)

Payments are supported by property tax payments.

S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments

DATA ENTRY: Click the appropriate Yes or No button in Item 1; if Yes, an explanation is required in Item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

No

2. No - Funding sources will not decrease or expire prior to the end of the commitment period, and one-time funds are not being used for long-term commitment.

Explanation:
(Required if Yes)

S7. Unfunded Liabilities

Identify any changes in estimates for unfunded liabilities since first interim projections, and indicate whether the changes are the result of a new actuarial valuation.

S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other Than Pensions (OPEB)

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. First Interim data that exist (Form 01CSI, Item S7A) will be extracted; otherwise, enter First Interim and Second Interim data in items 2-4.

1. a. Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 1b-4)

Yes

- b. If Yes to Item 1a, have there been changes since first interim in OPEB liabilities?

Yes

- c. If Yes to Item 1a, have there been changes since first interim in OPEB contributions?

Yes

2. OPEB Liabilities

- a. Total OPEB liability
b. OPEB plan(s) fiduciary net position (if applicable)
c. Total/Net OPEB liability (Line 2a minus Line 2b)
d. Is total OPEB liability based on the district's estimate or an actuarial valuation?
e. If based on an actuarial valuation, indicate the measurement date of the OPEB valuation.

First Interim (Form 01CSI, Item S7A)	Second Interim
1,119,672,637.00	1,119,672,637.00
69,424,925.00	69,424,924.63
1,050,247,712.00	1,050,247,712.37
Actuarial	Actuarial
Oct 05, 2021	Oct 05, 2021

3. OPEB Contributions

- a. OPEB actuarially determined contribution (ADC) if available, per actuarial valuation or Alternative Measurement Method

Current Year (2021-22)
1st Subsequent Year (2022-23)
2nd Subsequent Year (2023-24)

First Interim (Form 01CSI, Item S7A)	Second Interim
70,354,806.00	70,354,806.00
70,354,806.00	70,354,806.00
70,354,806.00	70,354,806.00

- b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund)
(Funds 01-70, objects 3701-3752)

Current Year (2021-22)
1st Subsequent Year (2022-23)
2nd Subsequent Year (2023-24)

49,318,379.00	48,656,679.00
47,876,673.00	47,876,673.00
51,831,298.00	51,831,298.00

- c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)

Current Year (2021-22)
1st Subsequent Year (2022-23)
2nd Subsequent Year (2023-24)

61,735,179.00	61,735,179.00
65,718,946.00	65,718,946.00
68,596,680.00	68,596,680.00

- d. Number of retirees receiving OPEB benefits

Current Year (2021-22)
1st Subsequent Year (2022-23)
2nd Subsequent Year (2023-24)

5,270	5,270
5,270	5,270
5,270	5,270

4. Comments:

S7B. Identification of the District's Unfunded Liability for Self-insurance Programs

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. First Interim data that exist (Form 01CSI, Item S7B) will be extracted; otherwise, enter First Interim and Second Interim data in items 2-4.

1. a. Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB; which is covered in Section S7A) (If No, skip items 1b-4)

Yes

- b. If Yes to item 1a, have there been changes since first interim in self-insurance liabilities?

No

- c. If Yes to item 1a, have there been changes since first interim in self-insurance contributions?

No

2. Self-Insurance Liabilities

- a. Accrued liability for self-insurance programs
b. Unfunded liability for self-insurance programs

	First Interim (Form 01CSI, Item S7B)	Second Interim
a. Accrued liability for self-insurance programs	56,033,834.00	56,033,834.00
b. Unfunded liability for self-insurance programs	1,606,108.00	(1,577,392.68)

3. Self-Insurance Contributions

- a. Required contribution (funding) for self-insurance programs
Current Year (2021-22)
1st Subsequent Year (2022-23)
2nd Subsequent Year (2023-24)

	First Interim (Form 01CSI, Item S7B)	Second Interim
a. Required contribution (funding) for self-insurance programs	140,312,308.00	140,312,308.00
Current Year (2021-22)	143,118,554.20	143,118,554.00
1st Subsequent Year (2022-23)	145,980,925.20	145,980,925.00
2nd Subsequent Year (2023-24)		

- b. Amount contributed (funded) for self-insurance programs
Current Year (2021-22)
1st Subsequent Year (2022-23)
2nd Subsequent Year (2023-24)

b. Amount contributed (funded) for self-insurance programs	176,271,832.00	176,271,832.00
Current Year (2021-22)	179,465,004.00	179,465,004.00
1st Subsequent Year (2022-23)	182,597,490.00	182,597,490.00
2nd Subsequent Year (2023-24)		

4. Comments:

S8. Status of Labor Agreements

Analyze the status of all employee labor agreements. Identify new labor agreements that have been ratified since first interim projections, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues and explain how these commitments will be funded in future fiscal years.

If salary and benefit negotiations are not finalized, upon settlement with certificated or classified staff:

The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards and may provide written comments to the president of the district governing board and superintendent.

S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Certificated Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Certificated Labor Agreements as of the Previous Reporting Period

Were all certificated labor negotiations settled as of first interim projections?

Yes

If Yes, complete number of FTEs, then skip to section S8B.

If No, continue with section S8A.

Certificated (Non-management) Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2020-21)	Current Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Number of certificated (non-management) full-time-equivalent (FTE) positions	4,042.5	4,289.5	4,289.5	4,289.5

1a. Have any salary and benefit negotiations been settled since first interim projections?

n/a

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled?

No

If Yes, complete questions 6 and 7.

Negotiations Settled Since First Interim Projections

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement?

n/a

If Yes, date of budget revision board adoption:

4. Period covered by the agreement:

Begin Date:

End Date:

5. Salary settlement:

Current Year
(2021-22)

1st Subsequent Year
(2022-23)

2nd Subsequent Year
(2023-24)

Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?

One Year Agreement

Total cost of salary settlement

% change in salary schedule from prior year
or

Multiyear Agreement

Total cost of salary settlement

% change in salary schedule from prior year
(may enter text, such as "Reopener")

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

--

Current Year
(2021-22)

1st Subsequent Year
(2022-23)

2nd Subsequent Year
(2023-24)

7. Amount included for any tentative salary schedule increases

--	--	--

Certificated (Non-management) Health and Welfare (H&W) Benefits

Current Year
(2021-22)

1st Subsequent Year
(2022-23)

2nd Subsequent Year
(2023-24)

- Are costs of H&W benefit changes included in the interim and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

Certificated (Non-management) Prior Year Settlements Negotiated Since First Interim Projections

Are any new costs negotiated since first interim projections for prior year settlements included in the interim?

If Yes, amount of new costs included in the interim and MYPs

If Yes, explain the nature of the new costs:

--

Certificated (Non-management) Step and Column Adjustments

Current Year
(2021-22)

1st Subsequent Year
(2022-23)

2nd Subsequent Year
(2023-24)

- Are step & column adjustments included in the interim and MYPs?
- Cost of step & column adjustments
- Percent change in step & column over prior year

Certificated (Non-management) Attrition (layoffs and retirements)

Current Year
(2021-22)

1st Subsequent Year
(2022-23)

2nd Subsequent Year
(2023-24)

- Are savings from attrition included in the interim and MYPs?
- Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?

Certificated (Non-management) - Other

List other significant contract changes that have occurred since first interim projections and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Classified Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Classified Labor Agreements as of the Previous Reporting Period

Were all classified labor negotiations settled as of first interim projections?

If Yes, complete number of FTEs, then skip to section S8C.

If No, continue with section S8B.

Yes

Classified (Non-management) Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2020-21)	Current Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Number of classified (non-management) FTE positions	2,717.0	2,921.0	2,921.0	2,921.0

1a. Have any salary and benefit negotiations been settled since first interim projections?

n/a

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled?

No

If Yes, complete questions 6 and 7.

Negotiations Settled Since First Interim Projections

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement?

n/a

If Yes, date of budget revision board adoption:

4. Period covered by the agreement:

Begin Date:

End Date:

5. Salary settlement:

Current Year
(2021-22)

1st Subsequent Year
(2022-23)

2nd Subsequent Year
(2023-24)

Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?

One Year Agreement

Total cost of salary settlement

% change in salary schedule from prior year
or

Multiyear Agreement

Total cost of salary settlement

% change in salary schedule from prior year
(may enter text, such as "Reopener")

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

Current Year
(2021-22)

1st Subsequent Year
(2022-23)

2nd Subsequent Year
(2023-24)

7. Amount included for any tentative salary schedule increases

Classified (Non-management) Health and Welfare (H&W) Benefits

1. Are costs of H&W benefit changes included in the interim and MYPs?
2. Total cost of H&W benefits
3. Percent of H&W cost paid by employer
4. Percent projected change in H&W cost over prior year

Current Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)

Classified (Non-management) Prior Year Settlements Negotiated Since First Interim

Are any new costs negotiated since first interim for prior year settlements included in the interim?

If Yes, amount of new costs included in the interim and MYPs
If Yes, explain the nature of the new costs:

--

Classified (Non-management) Step and Column Adjustments

1. Are step & column adjustments included in the interim and MYPs?
2. Cost of step & column adjustments
3. Percent change in step & column over prior year

Current Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)

Classified (Non-management) Attrition (layoffs and retirements)

1. Are savings from attrition included in the interim and MYPs?
2. Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?

Current Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)

Classified (Non-management) - Other

List other significant contract changes that have occurred since first interim and the cost impact of each (i.e., hours of employment, leave of absence, bonuses, etc.):

S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period

Were all managerial/confidential labor negotiations settled as of first interim projections?

Yes

If Yes or n/a, complete number of FTEs, then skip to S9.

If No, continue with section S8C.

Management/Supervisor/Confidential Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2020-21)	Current Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Number of management, supervisor, and confidential FTE positions	855.0	927.0	927.0	927.0

1a. Have any salary and benefit negotiations been settled since first interim projections?

If Yes, complete question 2.

If No, complete questions 3 and 4.

n/a

1b. Are any salary and benefit negotiations still unsettled?

If Yes, complete questions 3 and 4.

No

Negotiations Settled Since First Interim Projections

2. Salary settlement:

Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?

Total cost of salary settlement

Change in salary schedule from prior year
(may enter text, such as "Reopener")

Current Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)

Negotiations Not Settled

3. Cost of a one percent increase in salary and statutory benefits

4. Amount included for any tentative salary schedule increases

Current Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)

Management/Supervisor/Confidential Health and Welfare (H&W) Benefits

- Are costs of H&W benefit changes included in the interim and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

Current Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)

Management/Supervisor/Confidential Step and Column Adjustments

- Are step & column adjustments included in the interim and MYPs?
- Cost of step & column adjustments
- Percent change in step and column over prior year

Current Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)

Management/Supervisor/Confidential Other Benefits (mileage, bonuses, etc.)

- Are costs of other benefits included in the interim and MYPs?
- Total cost of other benefits
- Percent change in cost of other benefits over prior year

Current Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)

S9. Status of Other Funds

Analyze the status of other funds that may have negative fund balances at the end of the current fiscal year. If any other fund has a projected negative fund balance, prepare an interim report and multiyear projection for that fund. Explain plans for how and when the negative fund balance will be addressed.

S9A. Identification of Other Funds with Negative Ending Fund Balances

DATA ENTRY: Click the appropriate button in Item 1. If Yes, enter data in Item 2 and provide the reports referenced in Item 1.

1. Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?

No

If Yes, prepare and submit to the reviewing agency a report of revenues, expenditures, and changes in fund balance (e.g., an interim fund report) and a multiyear projection report for each fund.

2. If Yes, identify each fund, by name and number, that is projected to have a negative ending fund balance for the current fiscal year. Provide reasons for the negative balance(s) and explain the plan for how and when the problem(s) will be corrected.

ADDITIONAL FISCAL INDICATORS

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review.

DATA ENTRY: Click the appropriate Yes or No button for items A2 through A9; Item A1 is automatically completed based on data from Criterion 9.

A1. Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund? (Data from Criterion 9B-1, Cash Balance, are used to determine Yes or No)

No

A2. Is the system of personnel position control independent from the payroll system?

No

A3. Is enrollment decreasing in both the prior and current fiscal years?

Yes

A4. Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior or current fiscal year?

No

A5. Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?

No

A6. Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?

No

A7. Is the district's financial system independent of the county office system?

Yes

A8. Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education.)

No

A9. Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?

No

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

Comments:
(optional)

End of School District Second Interim Criteria and Standards Review

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 09, 2022

AGENDA ITEM B-19

AGENDA SECTION: B

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

ACTION REQUESTED: Discuss

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

TITLE AND SUBJECT: Present and Discuss the 2022/23 Strategic Budget Development

ITEM DESCRIPTION: The 2022/23 Governor's Proposed Budget was released on January 10, 2022. The Board of Education has discussed the Governor's proposal and the potential impacts on Fresno Unified, as well as the strategic budget development process, at the following Board of Education meetings:

- January 19, 2022
- February 02, 2022
- February 16, 2022

On March 09, 2022, staff and the Board will continue budget development discussions including the following:

- Updated information regarding the 2022/23 Governor's Proposed Budget
- The specific impact to Fresno Unified School District
- The budget goals in connection with the Board adopted policies
- Preliminary recommendations for 2022/23 budget planning:
 - Human Resources
 - Board of Education
 - Superintendent's Office
 - Information Technology
 - Operational Services
 - Purchasing, Graphics, Mailroom, Warehouse
 - Transportation

FINANCIAL SUMMARY: Not available at this time.

PREPARED BY: Kim Kelstrom
Executive Officer

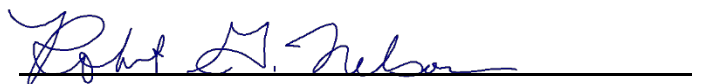


DIVISION: Business and Financial Services
PHONE NUMBER: (559) 457-6226

CABINET APPROVAL: Santino Danisi
Chief Financial Officer



SUPERINTENDENT APPROVAL:





Fresno Unified
School District

Agenda Item B-19



2022/23 Strategic Budget Development Phase III – Preliminary Recommendations

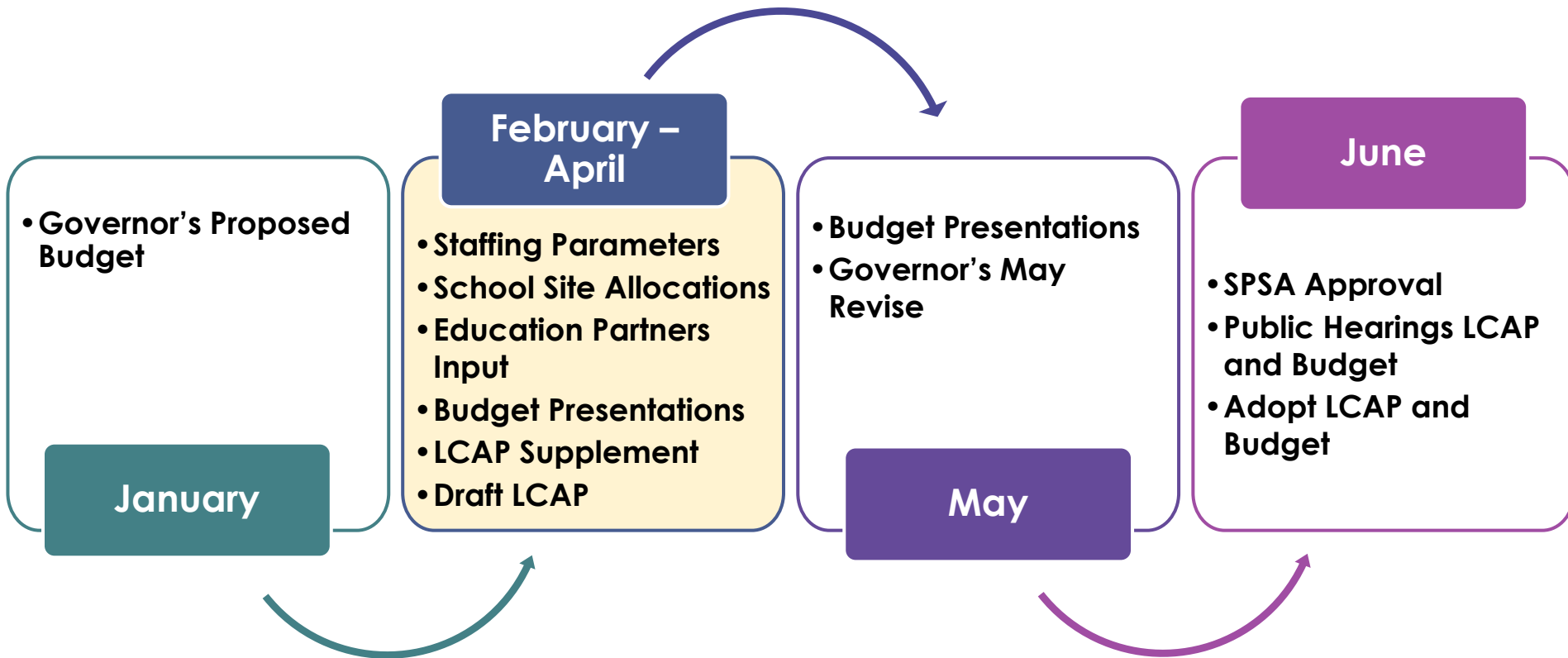
Board of Education

March 09, 2022

Overview

- Budget Development Timeline and Updates
- Budget Recommendations – Phase III
 - Board of Education
 - Superintendent's Office
 - Human Resources
 - Information Technology
 - Operational Services
 - Purchasing, Warehouse, Graphics & Mail Room
 - Transportation
- Upcoming Discussions

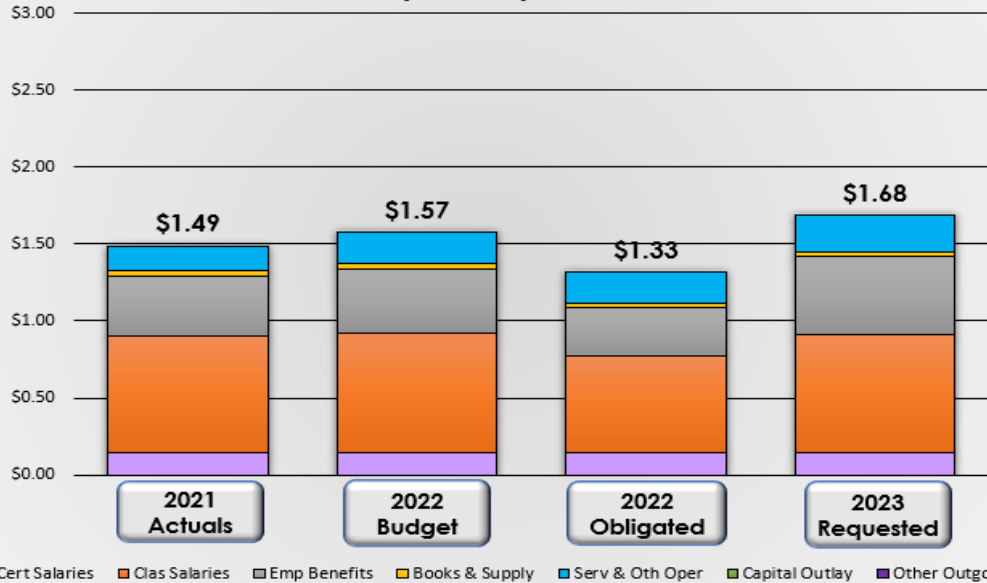
Financial Reporting Timelines



Board of Education

Budget Summary

(in millions)



2022/23 Budget Notes:

- Election costs – \$26,000 (one-time)
(Already included in Multi-Year Projections)
- Net increase includes: salary increase, statutory, health and welfare benefits, etc.

Augmentation \$26,000 (one-time)

FTE SUMMARY

Job Class	2022 Budgeted	2022 Filled	2022 Vacant	2023 Requested	2023 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	12.06	10.63	1.44	12.06	0.00
Management	3.00	3.00	0.00	3.00	0.00
Total FTE	15.06	13.63	1.44	15.06	0.00

LCAP Action Items:

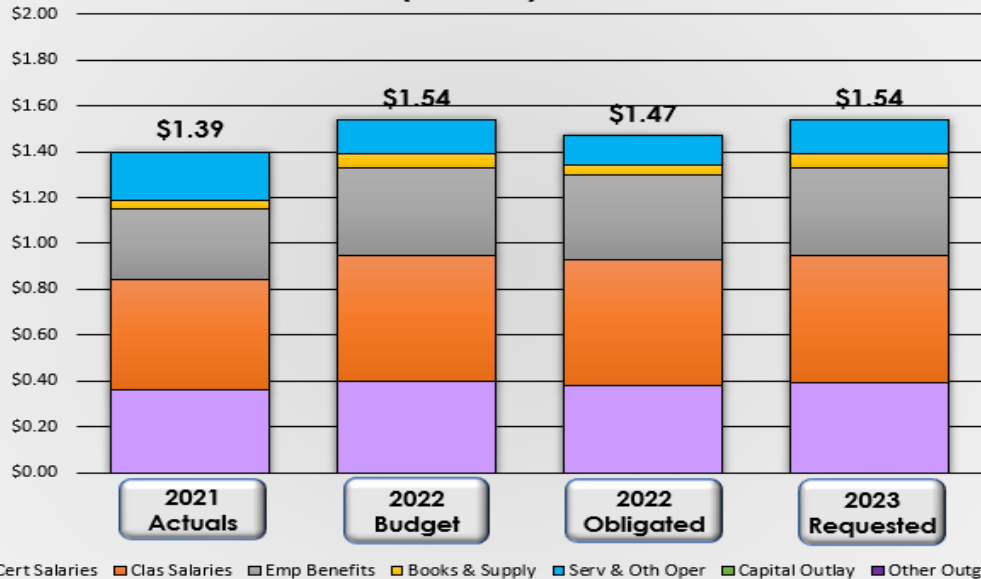
None



Superintendent's Office

Budget Summary

(in millions)



2022/23 Budget Notes:

- Net increase includes: salary increase, statutory, health and welfare benefits, etc.

FTE SUMMARY

Job Class	2022 Budgeted	2022 Filled	2022 Vacant	2023 Requested	2023 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	1.00	1.00	0.00	1.00	0.00
Management	4.00	4.00	0.00	4.00	0.00
Total FTE	5.00	5.00	0.00	5.00	0.00

LCAP Action Items:

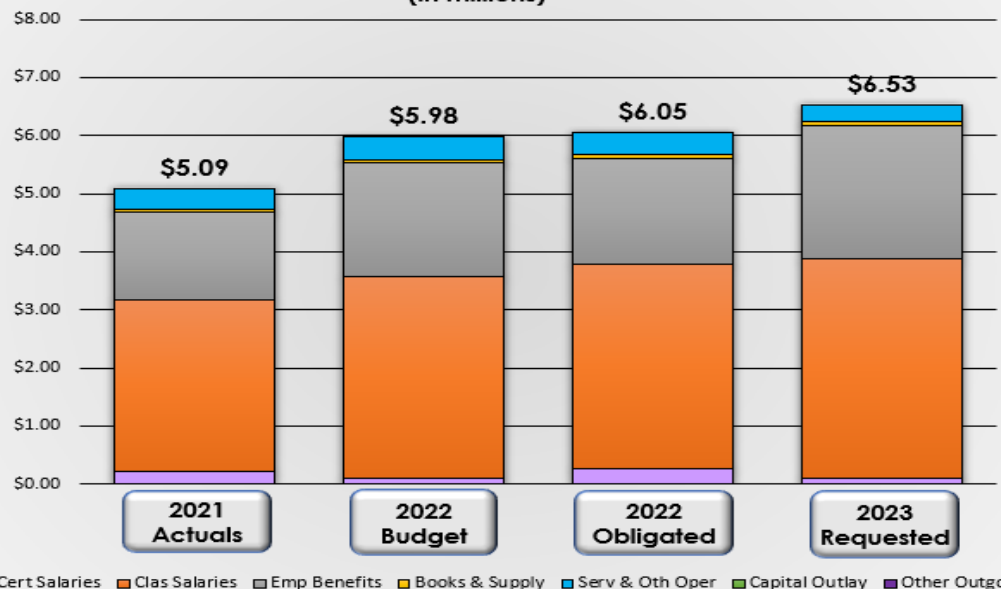
None



Human Resources

Budget Summary

(in millions)



2022/23 Budget Notes:

- Add 2.0 FTE Human Resources Specialists – \$194,000
- Net increase includes: salary increase, statutory, health and welfare benefits, etc.

One-Time Recovery:

- New Fingerprint Machine – \$20,000

**Augmentation 2.0 FTE – \$194,000 (ongoing);
\$20,000 (one-time)**

FTE SUMMARY

Job Class	2022 Budgeted	2022 Filled	2022 Vacant	2023 Requested	2023 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	28.00	25.00	3.00	30.00	2.00
Management	15.00	14.00	1.00	15.00	0.00
Total FTE	43.00	39.00	4.00	45.00	2.00

LCAP Action Items:

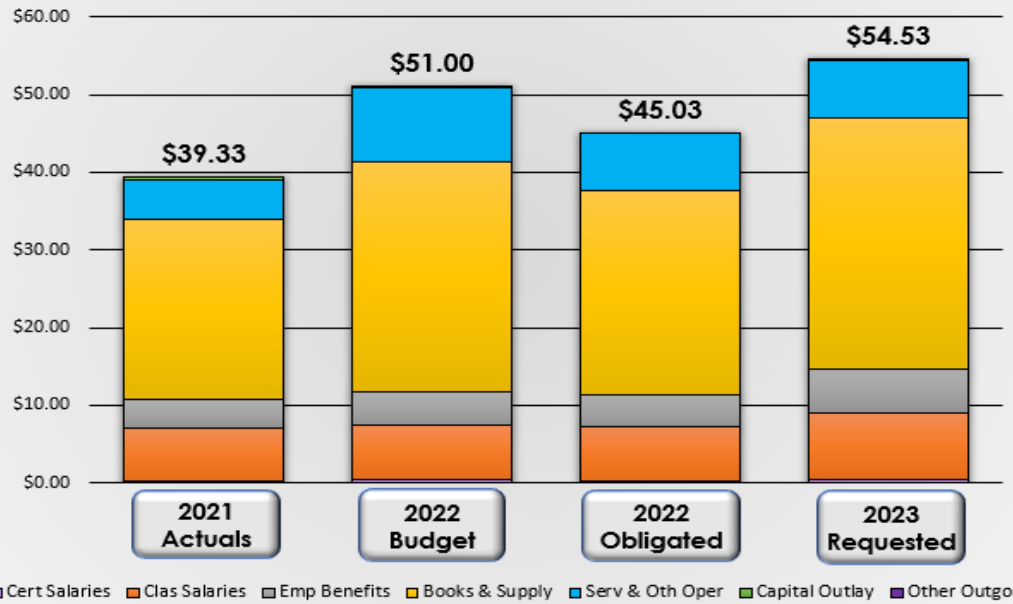
None



Information Technology

Budget Summary

(in millions)



FTE SUMMARY

Job Class	2022 Budgeted	2022 Filled	2022 Vacant	2023 Requested	2023 Change
Certificated	3.00	3.00	0.00	3.00	0.00
Classified	90.00	66.00	24.00	94.00	4.00
Management	18.00	17.00	1.00	18.00	0.00
Total FTE	111.00	86.00	25.00	115.00	4.00

2022/23 Budget Notes:

- Core Infrastructure & Cybersecurity – \$929,000
 - Data Center Security & Resiliency
 - Add 1.0 FTE System Administrator
 - Add 1.0 FTE Network Technician
 - Add 2.0 FTE Tech Support Specialist
 - Network equipment
- Student 1:1 Device Support – \$25,000
- Annual contract increases – \$303,000

One-Time:

- Computer refresh pre-purchase savings – (\$6.0 million)

One-Time Recovery:

- 2,600 Classroom Interactive Panels – \$17.5 million
- Connectivity Infrastructure Phase II – \$6.6 million
- School Wi-Fi Expansion – \$1.2 million
- Data Center Security & Resiliency – \$580,000
- Network – \$200,000
- Student 1:1 Device Support – \$100,000

**Augmentation 4.0 FTE – \$1.3 million (ongoing);
\$20.2 million (one-time)**

LCAP Action Items:

30

Upgrading Access to Technology

\$1.2M

31

Student Technology Access &
Annual Refresh

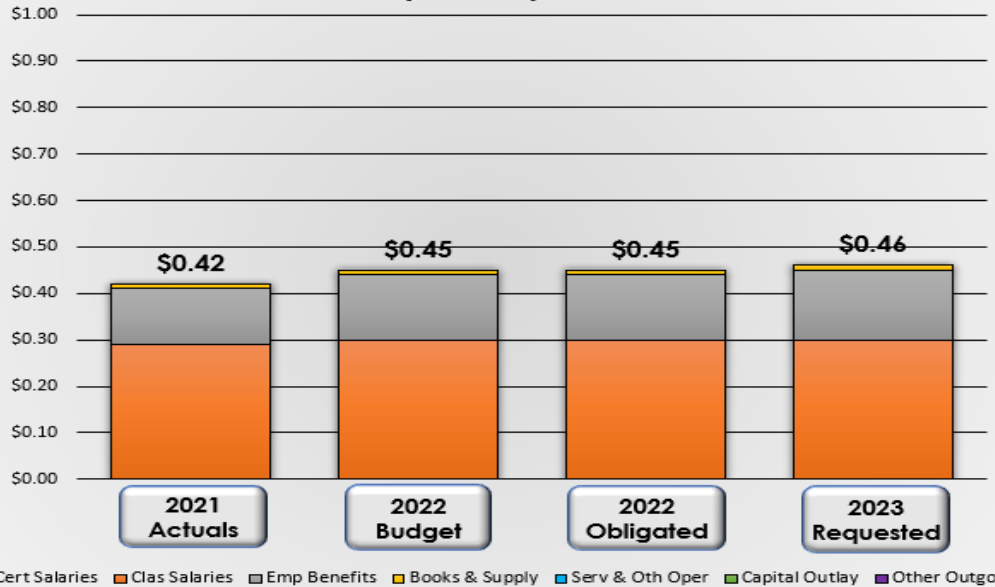
\$7.1M



Operational Services

Budget Summary

(in millions)



2022/23 Budget Notes:

- Net increase includes: salary increase, statutory, health and welfare benefits, etc.

FTE SUMMARY

Job Class	2022 Budgeted	2022 Filled	2022 Vacant	2023 Requested	2023 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	1.00	1.00	0.00	1.00	0.00
Management	1.00	1.00	0.00	1.00	0.00
Total FTE	2.00	2.00	0.00	2.00	0.00

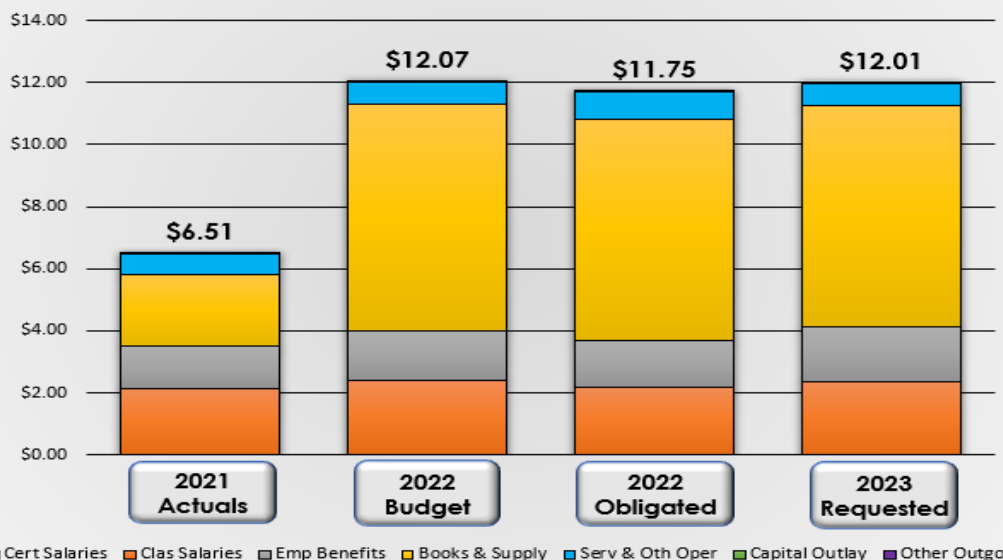
LCAP Action Items:

None

Purchasing, Warehouse, Graphics & Mail Room

Budget Summary

(in millions)



2022/23 Budget Notes:

- Net increase includes: salary increase, statutory, health and welfare benefits, etc.

One-Time Recovery:

- Cafeteria and Outdoor tables – \$4.9 million

Augmentation \$4.9 million (one-time)

FTE SUMMARY

Job Class	2022 Budgeted	2022 Filled	2022 Vacant	2023 Requested	2023 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	38.00	34.75	3.25	38.00	0.00
Management	3.00	3.00	0.00	3.00	0.00
Total FTE	41.00	37.75	3.25	41.00	0.00

LCAP Action Items:

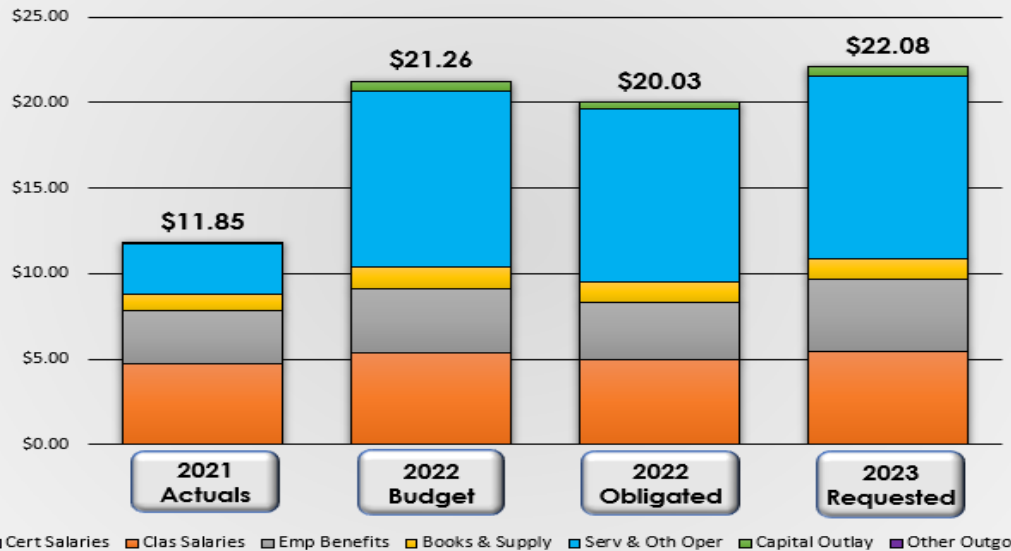
None



Transportation

Budget Summary

(in millions)



2022/23 Budget Notes:

- First Student Contract – \$300,000
(Already included in Multi-Year Projections)
- GPS Annual License – \$13,000
- Add 1.0 FTE Manager II – \$200,000
- Net increase includes: salary increase, statutory, health and welfare benefits, etc.

One-Time:

- Bus Wash System – \$300,000
- GPS System on Buses – \$85,000

**Augmentation 1.0 FTE – \$213,000 (ongoing),
\$385,000 (one-time)**

FTE SUMMARY

Job Class	2022 Budgeted	2022 Filled	2022 Vacant	2023 Requested	2023 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	109.00	92.00	17.00	109.00	0.00
Management	1.00	0.00	1.00	2.00	1.00
Total FTE	110.00	92.00	18.00	111.00	1.00

LCAP Action Items:

None

Budget Recommendations – Phase III

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

Upcoming Budget Discussions

- Board Presentations – LCAP and Budget
 - March through May
- Governor's May Revise
 - May 2022
- Public Hearings and Adoption of LCAP and Budget
 - June 2022

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 9, 2022

AGENDA ITEM C-20

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 9 Board Policies (BP):

- BP 0410 Nondiscrimination In District Programs and Activities
- BP 1312.3 Uniform Complaint Procedures
- BP 5111 Admission
- BP 5125 Student Records
- BP 5141.52 Suicide Prevention
- BP 5145.3 Nondiscrimination/Harassment
- BP 5145.9 Hate-Motivated Behavior
- BP 5146 Married/Pregnant/Parenting Students
- BP 6173 Education For Homeless Children

These revisions meet the legal mandates recommended by the California School Boards Association (CSBA), 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: David Chavez,
Chief of Staff

SUPERINTENDENT APPROVAL:



Fresno Unified Board Policy (BP) 0410

Nondiscrimination In District Programs And Activities

~~The Governing Board is committed to equal opportunity for all individuals in education. The District prohibits discrimination, harassment, intimidation, and bullying, based on actual or perceived race, color, religion, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, marital status, medical information, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics in all District acts related to school activities, programs, practices, or school attendance within a school under the jurisdiction of the Superintendent.~~

The Governing Board is committed to providing equal opportunity for all individuals in district programs and activities. District programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age (40 and above), religion, marital status, pregnancy, parental status, childbirth, breast feeding/lactation status, medical condition, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

(cf. 1240 - Volunteer Assistance)
(cf. 4030 – Nondiscrimination in Employment)
(cf. 4032 – Reasonable Accommodation)
(cf. 4033 - Lactation Accommodation)
(cf. 4119.11/4219.11/4319.11 – Sexual Harassment)
(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)
(cf. 5131.8 – Anti-Bullying)
(cf. 5145.3 –Nondiscrimination/Harassment)
(cf. 5145.7 – Sexual Harassment)
(cf. 5146 – Married/Pregnant/Parenting Students)
(cf. 1240 - Volunteer Assistance)
(cf. 6145.2 – Athletic Competition)
(cf. 6164.4 – Identification and Evaluation of Individuals for Special Education)
(cf. 6164.6 – Identification and Education Under Section 504)
(cf. 6178 – Career Technical Education)
(cf. 6200 – Adult Education)

All individuals shall be treated equitably in the receipt of district and school services. Personally identifiable information collected in the implementation of any district program, including, but not limited to, student and family information for the free and reduced-price lunch program, transportation, or any other educational program, shall be used only for the purposes of the program, except when the Superintendent or designee authorizes its use for another purpose in accordance with law. Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on race, gender, sexual orientation, religion, ethnicity, national origin, or immigration status or any other category identified above.

(cf. 3540 - Transportation)
(cf. 3553 - Free and Reduced Price Meals)
(cf. 5145.13 - Response to Immigration Enforcement)

District programs and activities shall also be free of any racially derogatory or discriminatory school or

athletic team names, mascots, or nicknames.

The Superintendent or designee shall review district programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice, or other barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities, including the use of facilities. They shall take prompt, reasonable actions to remove any identified barrier.

(cf. 1330 - Use of Facilities)

All allegations of unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with the procedures specified in AR 1312.3 - Uniform Complaint Procedures.

Pursuant to 34 Code of Federal Regulations (CFR) 104.8 and 34 CFR 106.9, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admissions and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in the annual parental notification distributed pursuant to Education Code 48980 and, as applicable, in announcements, bulletins, catalogs, application forms, or other materials distributed by the district. As appropriate, such notification shall be posted in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations and shall be posted on the district's web site and, when available, district-supported social media.

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

(cf. 1312.3 Uniform Complaint Procedures)

(cf. 4031 – Complaints Concerning Discrimination in Employment)

(cf. 4112.91/4212.91/4312.91 – Employee Notifications)

(cf. 5145.6 – Parental Notifications)

In addition, the annual parental notification shall inform parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, including information on educational rights issued by the California Attorney General. Alternatively, such information may be provided through any other cost-effective means determined by the Superintendent or designee. (Education Code 234.7)

District Compliance Officers

The Governing Board designates the following compliance officer (s) to receive formal and informal complaints from constituents, including students, and investigate them to ensure district compliance with law (Title II, V, IX, Title 5, Section 504 of the Rehabilitation Act):

Equity Title 5 Compliance Officer
Constituent Services Office
Fresno Unified School District
2309 Tulare Street
Fresno, California 93721
(559) 457-3736

Associate Superintendent, Human Resources
Title IX Officer/Age DA (Discrimination Act)
Fresno Unified School District
2309 Tulare Street
Fresno, California 93721
(559) 457-3730

Section 504 Coordinator
Fresno Unified School District
1301 M Street ~~4784 E. Dayton Avenue~~
Fresno, CA 93726
(559) 457-~~320368~~

Special Education Assistant Superintendent
Special Education Office
Fresno Unified School District 1301 M Street
Fresno, CA 93721
(559) 457-3220

Concurrently the Board reaffirms its commitment to promote diversity training, racial harmony among its students, staff and the community; and to promote education that is anti- racist and multicultural.

The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language.

Access for Individuals with Disabilities

District programs and facilities viewed in their entirety, shall be in compliance with the Americans with Disabilities Act (ADA) and any implementing standards and/or regulations. When structural changes to existing district facilities are needed to provide individuals with disabilities access to programs, services, activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

(cf. 6163.2 – Animals At School)

(cf. 7110 – Facilities Master Plan)

(cf. 7111 – Evaluating Exiting Buildings)

The Superintendent or designee shall ensure that the district provides auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies or other modifications to increase accessibility to district and school web sites, note-takers, written materials, taped text, and Braille or large print materials. Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services.

Reasonable notification should be given prior to a school-sponsored function, program, or meeting.

(cf. 6020 – Parent Involvement)

(cf. 9320 - Meetings and Notices)

(cf. 9322 - Agenda/Meeting Materials)

The individual identified in AR 1312.3 - Uniform Complaint Procedures as the employee responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws is hereby designated as the district's ADA coordinator. They shall receive and address requests for accommodation submitted by individuals with disabilities and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

Director of Benefits and Risk Management
Title II/ADA Coordinator

2309 Tulare Street
Fresno, CA 93721
Phone (559) 457-3520
Fax (559) 457-3838

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 information condition, military and veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

48980 Parental notifications

48985 Notices to parents in language other than English

51007 Legislative intent: state policy

GOVERNMENT CODE

8310.3 California Religious Freedom Act

11000 Definitions

11135 Nondiscrimination in programs or activities funded by state

12900-12996 Fair Employment and Housing Act

54953.2 Brown Act compliance with Americans with Disabilities Act

PENAL CODE

422.55 Definition of hate crime

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

4600-4670 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities in Education Act

1681-1688 Discrimination based on sex or blindness, Title IX

2301-2415 Carl D. Perkins Vocational and Applied Technology Act

6311 State plans

6312 Local education agency plans

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

2000h-2000h-6 Title IX

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

36.303 Auxiliary aids and services

CODE OF FEDERAL REGULATIONS, TITLE 34

100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI 104.1-

104.39 Section 504 of the Rehabilitation Act of 1973

106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:

106.9 Dissemination of policy

Management Resources:

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS Protecting Students from Harassment and Hate Crime, January 1999

Notice of Non-Discrimination, January 1999

Nondiscrimination in Employment Practices in Education, August 1991 WEB SITES

CSBA: <http://www.csba.org>

CDE: <http://www.cde.ca.gov>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr/index.html>

Policy FRESNO UNIFIED SCHOOL DISTRICT

adopted: March 12, 1992 Fresno, California

revised: November 13, 1997

revised: August 22, 2012

revised: June 19, 2013

revised: May 14, 2014

revised: May 31, 2017

revised: February 21, 2018

revised: June 13, 2018

revised: December 18, 2019

revised: Spring __, 2022

Policy Section: 0000 Philosophy, Goals, Objectives and Comprehensive Plans

Fresno Unified Board Policy (BP) 1312.3

Uniform Complaint Procedures (UCP)

The Governing Board recognizes the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

Complaints Subject to the UCP

The district's Uniform Complaint Procedures (UCP) shall be used to investigate and seek to resolve the following complaints regarding the following programs and activities:

1. Any complaint alleging district failure to comply with ~~violation of~~ applicable state or federal laws ~~or~~ and regulations governing any program subject to the UCP which is offered by the district, including but not limited to allegations of discrimination, discriminatory harassment, intimidation, or bullying or noncompliance with laws relating to all programs and activities, such as adult education programs, accommodations for pregnant and parenting pupils, After School Education and Safety programs, migrant education, agricultural career technical education, state and federal career technical and technical education and technical training programs, child care and development programs; compensatory education; the federal Every Student Succeeds Act; Regional Occupational Centers and Programs, school safety plans, California State Preschool Programs, consolidated categorical aid programs, and any other district-implemented state categorical program that is not funded through the local control funding formula pursuant to Education Code 64000.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

(cf. 5148.3 - Preschool/Early Childhood Education)

(cf. 6171 - Title I Programs)

(cf. 6175 - Migrant Education Program)

(cf. 6178 - Career Technical Education)

(cf. 6178.1 - Work-Based Learning)

(cf. 6178.2 - Regional Occupational Center/Program)

(cf. 6200 - Adult Education)

2. Any complaint, by a student, employee, or other person participating in a district program or activity, alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), in district programs and activities, against any protected group as identified under sections 200 and 220 and Section 11135 of the Government Code, including, but not limited to, those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race, or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital status, pregnancy status, parental status, ~~medical information~~, physical or mental disability, medical condition sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or including any actual or perceived ~~any other~~ characteristic as set forth in Section 422.55 of the, identified in Education Code 200 or 220, Penal Code 422.55, or Government Code 11135 or based on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity conducted by an educational institution, as defined in Section 210.3, that is funded directly by, or that receives or benefits from, any state financial

[assistance](#). (5 CCR4610)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 4031 – Complaints Concerning Discrimination in Employment)
(cf. 5131.2 – Bullying)
(cf. 5145.3 – Nondiscrimination/Harassment)
(cf. 5145.31 – Gender and Identity Inclusion)
(cf. 5145.7 – Sexual Harassment)
(cf. 5145.71 – Title IX Sexual Harassment Complaint Procedures)
(cf. 5146 – Married/Pregnant/Parenting Students)

3. Any complaint alleging district noncompliance with the requirement to provide reasonable accommodations to a lactating student on school campus to express breast milk, breastfeed an infant child, or address other breastfeeding-related needs of the student (Education Code 222)

(cf. 5146 - Married/Pregnant/Parenting Students)

4. Any complaint alleging district noncompliance with requirements to provide a pregnant or parenting student the accommodations specified in Education Code 46015, including those related to the provision of parental leave, right of return to the school of previous enrollment or to an alternative education program, if desired, and possible enrollment in school for a fifth year of instruction to enable the student to complete state and Board-imposed graduation requirements (Education Code 46015)

(cf. 5146 – Married/Pregnant/Parenting Students)

5. Any complaint alleging district noncompliance with the prohibition against requiring students to pay pupil fees, deposits, or other charges for participation in educational activities (5 CCR 4610; Education Code 49010-49013)

(cf. 3260 - Fees and Charges)

6. Any complaint alleging district noncompliance with applicable requirements of Education Code 52060-52077 related to the implementation of the local control and accountability plan ([LCAP](#)), including the development of a local control funding formula budget overview for parents/guardians (Education Code 52075)

(cf. 0460 - Local Control and Accountability Plan)
(cf. 3100 – Budget)

7. Any complaint alleging noncompliance with requirements related to the development of a school plan for student achievement or the establishment of a school site council, as required for the consolidated application for specified federal and/or state categorical funding (Education Code 64000-64001, 65000-65001)

(cf. 0420 - School Plans/Site Councils)

8. [Educational and graduation requirements for pupils in foster care, pupils who are homeless, pupils from military families and pupils formerly in Juvenile Court now enrolled in a school district](#) Any complaint, by or on behalf of any student who is a foster youth as defined in Education Code 51225.2, alleging district noncompliance with any legal requirement applicable to the student regarding placement decisions; the responsibilities of the district's educational liaison to the student; the award of credit for coursework satisfactorily completed in another school, district, or country; school or records transfer; or the grant of an exemption from Board-imposed graduation requirements (Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, 51225.2)

(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)
(cf. 6173.3 - Education for Juvenile Court School Students)

9. Any complaint by or on behalf of a student who transfers into the district after the second year of high school and is a homeless child or youth as defined in 42 USC 11434a, a former juvenile court school student currently enrolled in the district, a child of a military family as defined in Education Code 49701, or a migrant student as defined in Education Code 54441, or by or on behalf of an immigrant student participating in a newcomer program as defined in Education Code 51225.2 in the third or fourth year of high school, alleging district noncompliance with any requirement applicable to the student regarding the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1)

(cf. 6173 - Education for Homeless Children)
(cf. 6173.2 - Education of Children of Military Families)
(cf. 6173.3 - Education for Juvenile Court School Students)

10. Any complaint, by or on behalf of a homeless child or youth as defined in 42 USC 11434a, a former juvenile court school student, a child of a military family as defined in Education Code 49701, a migrant child as defined in Education Code 54441, or a newly arrived immigrant student who is participating in a newcomer program as defined in Education Code 51225.2, alleging district noncompliance with requirements for the award of credit for coursework satisfactorily completed in another school, district, or country (Education Code 51225.1, 51225.2)

(cf. 6173 - Education for Homeless Children)

11. Any complaint alleging district noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student in grades 9-12 to a course periods without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed, without meeting specified conditions (Education Code 51228.1-51228.3)

(cf. 6152 - Class Assignment)

12. Any complaint alleging district noncompliance with the physical education instructional minutes requirement for students in elementary school (Education Code 51210, 51222, 51223)

(cf. 6142.7 - Physical Education and Activity)

13. Complaints regarding the noncompliance of a license-exempt California State Preschool Program (CSPP) with State Preschool Health and Safety issues in districts exempt from licensing standards specified in Health and Safety Code 1596.7925 and related state regulations (Education Code 8235-~~5~~-8239.1; Health and Safety Code 1596.7925)

14. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy

15. Any other state or federal educational program the Superintendent of Public Instruction or designee deems appropriate

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process for resolving a complaint in a manner that is acceptable to all parties. An ADR process such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to

participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

The Board acknowledges and respects every individual's right to privacy. The district shall ensure that complainants are protected from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep the identity of the complainant, and/or the subject of the complaint if their different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

(cf. 5125 - Student Records)

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

Complainants have the right to pursue civil law remedies under state or federal discrimination, harassment, intimidation or bullying laws.

The district will ensure annual dissemination of a written notice of the complaint procedures to students, employees, parents or guardians of the students, school and district advisory committees, appropriate private school officials or representatives, and other interested parties that includes information regarding allegations about discrimination, harassment, intimidation, or bullying. The UCP Annual Notice will be provided in writing to all six required groups each year and will include information on how to appeal to the California Department of Education (CDE).

A copy of this UCP complaint policies and procedures document shall be available free of charge and is available on the district's website.

When an allegation that is not subject to the UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and related requirements related to UCP, including the steps and timelines specified in this policy and the accompanying administrative regulation.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee shall maintain record of each UCP complaint and subsequent related actions, including steps taken during the investigations and all information required for compliance with 5 CCR 4631 and 4633.

(cf. 3580 - District Records)

Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be referred to the specified agency **for appropriate resolution**: (5 CCR 4611)

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services Protective Services Division and the appropriate law enforcement agency. **(5 CCR**

4611)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services. **(5 CCR 4611)**

3. Any complaint alleging that a student, while in an education program or activity in which the district exercises substantial control over the context and respondent, was subjected to sexual harassment as defined in 34 CFR 106.30 shall be addressed through the federal Title IX complaint procedures adopted pursuant to 34 CFR 106.44-106.45, as specified in AR 5145.71 - Title IX Sexual Harassment Complaint Procedures.

4. **3.** Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California Department of Fair Employment and Housing.

5. **4.** Any complaint alleging a violation of a state or federal law or regulation related to special education, a settlement agreement related to the provision of a free appropriate public education **(FAPE)**, **failure or refusal to implement** a due process hearing order **to which the district is subject, or a physical safety concern that interferes with the district's provision of FAPE** shall be submitted to the California Department of Education (CDE) in accordance with AR 6159.1 - Procedural Safeguards and Complaints for Special Education. (5 CCR 3200-3205)

6. **5.** Any complaint alleging noncompliance of the district's food service program with laws regarding meal counting and claiming, reimbursable meals, eligibility of children or adults, or use of cafeteria funds and allowable expenses shall be filed with or referred to CDE in accordance with BP 3555 - Nutrition Program Compliance. (5 CCR 15580-15584)

7. **6.** Any allegation of discrimination based on race, color, national origin, sex, age, or disability in the district's food service program shall be filed with or referred to the U.S. Department of Agriculture in accordance with BP 3555 - Nutrition Program Compliance. (5 CCR 15582)

8. **7.** Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, teacher vacancies and misassignments, shall be investigated and resolved in accordance with the procedures in AR 1312.4 - Williams Uniform Complaint Procedures. (Education Code 35186)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

Fresno Unified School District prohibits discrimination, harassment **(including sexual harassment)**, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age **(40 and above)**, **religious** creed, religion, political **belief or** affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, **childbirth, breastfeeding/lactation status**, medical **information condition**, military **and** veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.

Legal Reference:

EDUCATION CODE

200-262.4 **Educational equity; pp** prohibition of discrimination **on the basis of sex**

222 Reasonable accommodations; lactating students

8200-8498 Child care and development programs

8500-8538 Adult basic education

18100-18203 School libraries

32221.5 Insurance for athletic team members

32280-32289 School safety plan, ~~uniform complaint procedure~~

35186 Williams uniform complaint procedure

46015 Parental leave for students

48853-48853.5 Foster youth

48985 Notices in language other than English

49010-49014 Student Fees

49060-49079 Student records, ~~especially~~

49069.5 Records of foster youth

49490-49590 Child Nutrition programs

49701 Interstate Compact on Educational Opportunity for Military Children

51210 Courses of study grades 1-6

51222 Physical education, secondary schools

51223 Physical education, elementary schools

51225.1-51225.2 Foster youth and homeless children; former juvenile court school students, and military-connected students; migrant students, and newly arrived immigrant students; course credits; graduation requirements

51226-51226.1 Career technical education

51228.1-51228.3 Course periods without educational content

52059.5 Statewide system of support

52060-52077 Local control and accountability plan, especially

52075 Complaint for lack of compliance with local control and accountability plan requirements

52300-52462 Career-technical education

52500-52616.24 Adult schools

54400-54425 Compensatory education programs

54440-54445 Migrant education

54460-54529 Compensatory education programs

59000-59300 Special schools and centers

64000-64100 Consolidated application process; school plan for student achievement

65000-65001 School site councils

8200-8538 Child care and development programs

8500-8538 Adult basic education

GOVERNMENT CODE

11135 Non-discrimination in programs or activities funded by state

12900-12996 Fair Employment and Housing Act

HEALTH AND SAFETY CODE

1596.792 California Child Day Care Act; general provisions and definitions

1596.7925 California Child Day Care Act; health and safety regulations

HEALTH AND SAFETY

1596.792 California Child Day Care Act; general provisions and definitions

1596.7925 California Child Day Care Act; health and safety regulations

PENAL CODE

422.55 Hate crime; definition

422.6 ~~Civil rights; crime~~ ~~Interference with constitutional right or privilege~~

CODE OF REGULATIONS, TITLE 2

11023 Harassment and discrimination prevention and correction

CODE OF REGULATIONS, TITLE 5

3200-3205 Special education compliance complaints

4600-4670 Uniform complaint procedures

4680-4687 Williams uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1221 Application of laws

1232g Family Educational Rights and Privacy Act (FERPA) of 1974

1681-1688 Title IX of the Education Amendments of 1972

6301-6576 Title I Improving the Academic Achievement of the Disadvantaged

6801-7014 Title III language instruction for limited English proficient and immigrant students

UNITED STATES CODE, TITLE 29

794 Section 504 of Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended

2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964

6101-6107 Age Discrimination Act of 1975
11431-11435 McKinney-Vento Homeless Assistance Act
12101-12213 Title II equal opportunity for individuals with disabilities
CODE OF FEDERAL REGULATIONS, TITLE 28
35.107 Nondiscrimination on basis of disability; complaints
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family Educational Rights and Privacy
100.3 Prohibition of discrimination on basis of race, color or national origin
104.7 Designation of responsible employee for Section 504
106.1-106.82 Nondiscrimination on the basis of sex in education programs, especially:
106.8 Designation of responsible employee for Title IX
106.9 Notification of nondiscrimination on the basis of sex
110.25 Notification of nondiscrimination on the basis of age

Management Resources:

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Dear Colleague Letter, September 22, 2017
Dear Colleague Letter: Title IX Coordinators, April 2015
Dear Colleague Letter: Bullying of Students with Disabilities, August 2014
Dear Colleague Letter: Harassment and Bullying, October 2010
Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001
U.S. DEPARTMENT OF JUSTICE PUBLICATIONS
Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2002

WEB SITES

California Department of Education: <http://www.cde.ca.gov>
U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/ocr>

Policy FRESNO UNIFIED SCHOOL DISTRICT

adopted: September 10, 1992 Fresno, California

revised: November 14, 2001

revised: March 30, 2005

revised: February 27, 2008

revised: August 22, 2012

revised: February 27, 2013

revised: May 27, 2015

admin reviewed: June 23, 2015

revised: September 9, 2015

revised: June 1, 2016

revised: November 16, 2016

revised: April 11, 2018

revised: June 13, 2018

revised: June 12, 2019

admin reviewed: July 1, 2019

revised: October 16, 2019

revised: December 18, 2019

revised: February 12, 2020

revised: June 17, 2020

revised: June 2, 2021

revised: Winter __, 2022

Policy Section: 1000 Community Relations

Fresno Unified Board Policy (BP) 5111

Admission

The Governing Board encourages the enrollment and appropriate placement of all school-aged children in school. The Superintendent or designee shall inform parents/guardians of children seeking admission to a district school at any grade level about admission requirements and shall assist them with enrollment procedures.

The Superintendent or designee shall announce and publicize the timeline and process for registration of students at district schools. Applications for intradistrict or interdistrict enrollment shall be subject to the timelines specified in applicable Board policies and administrative regulations.

(cf. 1112 - Media Relations)
(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)
(cf. 5116.1 - Intradistrict Open Enrollment)
(cf. 5117 - Interdistrict Attendance)
(cf. 5118 - Open Enrollment Act Transfers)

All appropriate staff shall receive training on district admission policies and procedures, including information regarding the types of documentation that can and cannot be requested.

The district's enrollment application shall include information about the health care options and enrollment assistance available to families within the district. The district shall not discriminate against any child for not having health care coverage and shall not use any information relating to a child's health care coverage or their interest in learning about health care coverage in any manner that would harm the child or their family. (Education Code 49452.9)

Verification of Admission Eligibility

Before enrolling any child in a district school, the Superintendent or designee shall verify the child's age, residency, immunization, and other applicable eligibility criteria specified in law, the accompanying administrative regulation, or other applicable Board policy or administrative regulation.

(cf. 5111.1 - District Residency)
(cf. 5125 - Student Records)
(cf. 5141.3 - Health Examinations)
(cf. 5141.31 - Immunizations)
(cf. 5141.32 - Health Screening for School Entry)

The district shall not inquire into or request documentation of a student's social security number or the last four digits of the social security number or the citizenship or immigration status of the student or their family members. (Education Code 234.7, 49076.7)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5145.13 - Response to Immigration Enforcement)
(cf. 5145.3 - Nondiscrimination/Harassment)

However, such information may be collected when required by state or federal law or to comply with requirements for special state or federal programs. In any such situation, the information shall be collected separately from the school enrollment process and the Superintendent or designee shall explain the limited purpose for which the information is collected. Enrollment in a district school shall not be denied on the basis of any such information of the student or their parents/guardians obtained

by the district, or the student's or parent/guardian's refusal to provide such information to the district.

School registration information shall list all possible means of documenting a child's age for grades K-1 as authorized by Education Code 48002 or otherwise prescribed by the Board. Any alternative document allowed by the district shall be one that all persons can obtain regardless of immigration status, citizenship status, or national origin and shall not reveal information related to citizenship or immigrant status.

The Superintendent or designee shall immediately enroll a homeless student, foster youth, student who has had contact with the juvenile justice system, or a child of a military family regardless of outstanding fees or fines owed to the student's last school, lack of clothing normally required by the school, such as school uniforms, or his/her inability to produce previous academic, medical, or other records normally required for enrollment. (Education Code 48645.5, 48850, 48852.7, 48853.5, 49701; 42 USC 11432)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.2 - Education of Children of Military Families)

(cf. 6173.3 - Education for Juvenile Court School Students)

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 information 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

234.7 Student protections relating to immigration and citizenship status

46300 Computation of average daily attendance, inclusion of kindergarten and transitional kindergarten

46600 Agreements for admission of pupils desiring interdistrict attendance

48000 Minimum age of admission (kindergarten)

48002 Evidence of minimum age required to enter kindergarten or first grade

48010 Minimum age of admission (first grade)

48011 Admission from kindergarten or other school; minimum age

48050-48053 Nonresidents

48200 Children between ages of 6 and 18 years (compulsory full-time education)

48350-48361 Open Enrollment Act

48645.5 Enrollment of former juvenile court school students

48850-48859 Educational placement of homeless and foster youth

49076 Access to records by persons without written consent or under judicial order

49076.7 Student records; data privacy; social security numbers

49408 Information of use in emergencies

49452.9 Health care coverage options and enrollment assistance

49700-49703 Education of children of military families

HEALTH AND SAFETY CODE

120325-120380 Education and child care facility immunization requirements

121475-121520 Tuberculosis tests for pupils

CODE OF REGULATIONS, TITLE 5

200 Promotion from kindergarten to first grade

201 Admission to high school

CODE OF REGULATIONS, TITLE 17

6000-6075 School attendance immunization requirements

UNITED STATES CODE, TITLE 5

552a Note Refusal to disclose social security number

UNITED STATES CODE, TITLE 42
11431-11435 McKinney-Vento Homeless Assistance Act
COURT DECISIONS
Plyler v. Doe, 457 U.S. 202 (1982)

Management Resources:
CDE MANAGEMENT ADVISORIES
0900.90 Changes in law concerning eligibility for admission to kindergarten

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: Fresno, California
revised: June 13, 2018
revised: Winter __, 2022

Policy Section: 5000 Students

Fresno Unified Board Policy (BP) 5125

Student Records

The Governing Board recognizes the importance of keeping accurate, comprehensive student records as required by law. Procedures for maintaining the confidentiality of student records shall be consistent with state and federal law.

The Superintendent or designee shall establish regulations for Board approval governing the identification, retention, description and security of student records, as well as timely access for authorized persons. These regulations shall ensure parental rights of authorized persons to have timely access to student records while maintaining the confidentiality of student records consistent with state and federal law.

(cf. 3580 - District Records)

(cf. 4040 - Employee Use of Technology)

(cf. 5125.1 - Release of Directory Information)

(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)

(cf. 5125.3 - Challenging Student Records)

Custodian of Records

The Superintendent or designee shall designate a certificated employee to serve as custodian of records, with responsibility for student records at the district level. At each school, the principal or a certificated designee shall act as custodian of records for students enrolled at that school. The custodian of records shall be responsible for implementing the Board policy and administrative regulation regarding student records. (Code of Regulations, Title 5, Section 431)

All appropriate personnel shall receive training regarding district policies and procedures for gathering and handling sensitive student information.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The district shall not collect or solicit social security numbers or the last four digits of social security numbers of students or their parents/guardians, unless otherwise required to do so by state or federal law. (Education Code 49076.7)

No information or documents regarding the citizenship or immigration status of students or their family members shall be collected, except as required by state or federal law or as required to administer a state or federally supported educational program. If the District possesses information that could indicate immigration status, citizenship status, or national origin information, the District shall not use the acquired information to discriminate against any students or families or bar children from enrolling in or attending school. The Superintendent or designee shall not disclose student records to a person, agency, or organization for immigration enforcement purposes without parental consent, a court order, or a judicial subpoena. If a district employee receives such a request, they shall immediately report the request to the Superintendent. The Superintendent shall report the request to the Board in a timely manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

(cf. 5145.13 - Response to Immigration Enforcement)

The Superintendent or designee shall not compile a list, registry, or database based on race, gender, sexual orientation, ethnicity, students' national origin, or religious belief, practice, or affiliation, nor shall they disclose student information to federal government authorities for the purpose of compiling such a list, registry, or database for purposes of immigration enforcement. Such information may only be compiled or exchanged with other local, state, or federal agencies if the information is aggregated and is not personally identifiable. (Government Code 8310.3)

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 information 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

234.7 Student protections relating to immigration and citizenship status

17604 Contracts

48201 Student records for transfer students who have been suspended/expelled

48853.5 Foster youth; placement, immunizations

48902 Notification of law enforcement of specified violations

48904-48904.3 Withholding grades, diplomas, or transcripts

48918 Rules governing expulsion procedures

48980 Parental notifications

48985 Notices in parent/guardian's primary language

49060-49079 Student records

49091.14 Parental review of curriculum

51747 Independent study

56041.5 Rights of students with disabilities

56050 Surrogate parents

56055 Foster parents

69432.9 Cal Grant program; notification of grade point average

BUSINESS AND PROFESSIONS CODE

22580-22582 Digital privacy

22584-22585 Student Online Personal Information Protection Act

22586-22587 Early Learning Personal Information Protection Act

CODE OF CIVIL PROCEDURE

1985.3 Subpoena duces tecum

FAMILY CODE

3025 Parental access to records

6552 Caregiver's authorization affidavit

GOVERNMENT CODE

6252-6260 Inspection of public records

HEALTH AND SAFETY CODE

120440 Immunizations; disclosure of information

PENAL CODE

245 Assault with deadly weapon

WELFARE AND INSTITUTIONS CODE

681 Truancy petitions

701 Juvenile court law

16010 Health and education records of a minor

CODE OF REGULATIONS, TITLE 5

430-438 Individual pupil records

16020-16027 Destruction of records of school districts
UNITED STATES CODE, TITLE 20
1232g Family Educational Rights and Privacy Act
1232h Protection of Pupil Rights Amendment
UNITED STATES CODE, TITLE 26
152 Definition of dependent child
UNITED STATES CODE, TITLE 42
11434a McKinney-Vento Homeless Assistance Act; definitions
CODE OF FEDERAL REGULATIONS, TITLE 16
Part 312 Children's Online Privacy Protection Rule
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family Educational Rights and Privacy
300.501 Opportunity to examine records

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: August 26, 1993 Fresno, California
revised: December 11, 1997
revised: October 8, 1998
admin reviewed: April 24, 2017
reviewed: June 13, 2018
revised: January 29, 2020
revised: Winter __, 2022

Policy Section: 5000Students

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. (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.

In developing policy and strategies for suicide prevention and intervention, the Superintendent or designee

~~shall consult 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; suicide prevention experts, such as local health agencies, mental health professionals, and community organizations law enforcement; and, in developing policy for grades K-6, the county mental health plan. (Education Code 215)~~

(cf. 1220 - Citizen Advisory Committees)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

The Board shall ensure that measures and strategies for students in grades K-6 are age appropriate and delivered and discussed in a manner that is sensitive to the needs of young students. (Education Code 215)

Measures and strategies for suicide prevention, intervention, and postvention shall include, but are not limited to:

1. 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, as described in the accompanying administrative regulation.

(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 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 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, basic steps for helping suicidal youth, and/or school and community resources that can help youth in crisis

5. 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

6. Crisis intervention procedures for addressing suicide threats or attempts

7. Counseling and other postvention strategies for helping students, staff, and others cope in the aftermath of a student's suicide

As appropriate, these measures and strategies 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)

District 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 215)

The Board shall review, and update as necessary, this policy at least every five years. (Education Code 215)

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 information 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 SCHOOLDISTRICT

adopted: May 31, 2017 Fresno, California

revised: March 6, 2019

revised: December 18, 2019

revised: June 17, 2020

revised: Winter __, 2022

Policy Section: 5000 Students

Fresno Unified Board Policy (BP) 5145.3

Nondiscrimination/Harassment

The Governing Board desires to provide a safe school environment that allows all students equal access and opportunities in the district's academic, extracurricular, and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, programs, practices, or school attendance within a school under the jurisdiction of the Superintendent, unlawful discrimination, including discriminatory harassment (including sexual harassment), intimidation, and bullying targeted at any student by anyone, based on the student's actual or perceived sex, sexual orientation, gender, gender identity, gender expression, genetic information, race, ancestry, nationality, national origin, immigration status, ethnicity, ethnic group identification, age, religious creed, religion, political belief or affiliation, color, marital status, pregnancy, or parental status, childbirth, breastfeeding/lactation status, medical condition information, physical or mental disability, or the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

This policy shall apply to all acts constituting unlawful discrimination or harassment related to school activity or to school attendance occurring within a district school and to acts which occur off campus or outside of school-related or school-sponsored activities, but which may have an impact or create a hostile environment at school. (Education Code 234.1)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.9 - Hate-Motivated Behavior)

(cf. 5146 - Married/Pregnant/Parenting Students)

(cf. 6164.6 - Identification and Education under Section 504)

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying may result from physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also includes the creation of a hostile environment through prohibited conduct that is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

The Governing Board shall ensure equal opportunities for all students in admission and access to the educational program, guidance and counseling programs, athletic programs, testing procedures, and other activities. School staff and volunteers shall carefully guard against segregation, bias and stereotyping in instruction, guidance, and supervision. The district may provide male and female students with separate shower rooms and sexual health and HIV/AIDS prevention classes in order to protect student modesty.

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)
(cf. 6164.2 - Guidance/Counseling Services)

The Board also prohibits any form of retaliation against any student who reports or participates in the reporting of unlawful discrimination, files or participates in the filing of a complaint or investigates or participates in the investigation of a complaint or report alleging unlawful discrimination, harassment, intimidation, or bullying. Staff shall be alert and immediately responsive to student conduct which may interfere with another student's ability to participate in or benefit from school services, activities, or privileges. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

The district shall ensure that all complainants are protected from retaliation and that the identity of a complainant alleging discrimination, harassment, intimidation, or bullying remains confidential, as appropriate. (EC Section 234.1(g))

(cf. 5145.2 - Freedom of Speech/Expression)
(cf. 5145.7 - Sexual Harassment)

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. Staff shall provide training and information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the district's educational program. They shall report their findings and recommendations to the Board after each review.

The district has provided, incident to the publicizing of policies against discrimination, harassment, intimidation and bullying described in EC Section 234.1(c), to certificated school site employees who serve pupils in any of grades 7 to 12, inclusive, who are employed by the district, information on existing school site and community resources related to the support of LGBTQ pupils, or related to the support of pupils who may face bias or bullying on the basis of religious affiliation, or perceived religious affiliation.

(a) School site resources may include, but are not limited to, peer support or affinity clubs and organizations, safe spaces for LGBTQ, or other at-promise pupils, counseling services, staff who have received anti-bias or other training aimed at supporting these pupils or who serve as designated support to these pupils, health and other curriculum materials that are inclusive of, and relevant to, these pupils, online training developed pursuant to EC Section 32283.5, and other policies adopted pursuant to this article, including related complaint procedures.

(b) Community resources may include, but are not limited to, community-based organizations that provide support to LGBTQ, or other at-promise pupils and their families, and physical and mental health providers with experience or training in treating or supporting these pupils. (EC Section 234.1(d))

(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 1330 - Use of Facilities)
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)
(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)
(cf. 6164.2 - Guidance/Counseling Services)

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, bullying, or retaliation in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include counseling, suspension and/or expulsion for behavior that is severe or pervasive as defined in Education Code 48900.4. Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, bullying, or retaliation may be subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Suspension/Disciplinary Action)
(cf. 4119.21/4219.21/4319.21 - Professional Standards)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 5131 - Conduct)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 5145.2 - Freedom of Speech/Expression)

Grievance Procedures

The Board hereby designates the following positions as Coordinator(s) for Nondiscrimination [to ensure compliance with nondiscrimination in educational equity](#), to handle complaints regarding discrimination, harassment, intimidation, or bullying, and to answer inquiries regarding the district's nondiscrimination policies:

Executive Director/ Equity Compliance Officer Constituent Services Office Fresno Unified School District 2309 Tulare Street Fresno, California 93721 (559) 457-3736 Constituent.Services@fresnounified.org	Chief of Human Resources Title IX Officer/Age Discrimination Act Fresno Unified School District 2309 Tulare Street Fresno, California 93721 (559) 457-3528 titleix@fresnounified.org
District 504 Coordinator Fresno Unified School District 1301 M Street Fresno, CA 93726 (559) 457-3220 504@fresnounified.org	Instructional Superintendent Special Education Office Fresno Unified School District 1301 M Street Fresno, CA 93721 (559) 457-3220 Spedleadership@fresnounified.org

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.3 - Uniform Complaint Procedures)

Any student who feels that they have been subjected to discrimination, harassment, intimidation, or bullying should immediately contact the Coordinator for Nondiscrimination, the principal, or any other staff member. Any student who observes an incident should report the incident to the Coordinator or principal, whether or not the victim files a complaint.

Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints brought to the attention of staff, alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

In addition, the employee shall immediately intervene when safe to do so. (Education Code 234.1)

Any complaints of discrimination or any behavior prohibited by this policy, shall be addressed in accordance with the Administrative Regulation 5145.7 Sexual Harassment.

If dissatisfied with the district's decision, the complainant may submit their appeal in writing to the Office of Constituent Services within 15 calendar days of receiving the district's decision. The written concerns shall specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The district shall investigate in accordance with AR 1312.3 - Uniform Complaint Procedures.

Employees who observe an incident of discrimination, harassment, intimidation, or bullying or to whom such an incident is reported shall immediately report the incident to any of the designated Coordinators for Nondiscrimination, or principal, whether or not the victim files a complaint. Upon receiving a complaint of discrimination or harassment, intimidation, or bullying, the Coordinator shall immediately investigate the complaint in accordance with the district's uniform complaint procedures specified in AR 1312.3 - Uniform Complaint Procedures. Where the Coordinator finds that harassment has occurred, they shall take prompt, appropriate action to end the harassment and address its effects on the victim.

The Superintendent or designee shall ensure that the student handbook clearly describes the district's nondiscrimination policy, procedures for filing a complaint regarding discrimination, harassment, intimidation, or bullying, and the resources that are available to students who feel that they have been the victim of any such behavior. The district's nondiscrimination, harassment, intimidation, and bullying policies ~~policy~~ shall readily accessible in a prominent location ~~also be posted~~ on the district's existing internet website ~~or any other location~~ in a manner that is easily accessible to parents/guardians and pupils ~~students~~. (EC Section 234.6(b)(8))

The district must post the established policies prohibiting discrimination, harassment, intimidation, and bullying in all schools and offices, which include staff lounges and pupil government meeting rooms. (EC Section 234.1(e); 5 CCR Section 4960(b))

The district must publicize adopted policies that prohibit discrimination, harassment, intimidation, and bullying, including information about the manner in which to file a complaint, to pupils, parents/guardians, employees, the governing board, and the general public. The information shall be translated pursuant to EC section 48985. The district shall also include a notice of nondiscrimination policies in any publications used in connection with the recruitment of pupils or employees. The district must identify the officer responsible for nondiscrimination and education equity compliance in such publicity. (EC Section 234.1(c); 5 CCR Sections 4960(b) and 4961; 34 CFR Section and 106.8)

The district shall post a link to statewide resources, including community-based organizations, which 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. The district shall also include any additional information deemed important for preventing bullying and harassment. (EC Section 234.6(b)(11-12))

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

(cf. 6163.4 - Student Use of Technology)

If 15 percent or more of the pupils enrolled in a public school that provides instruction in kindergarten or any of grades 1 to 12, inclusive, speak a single primary language other than English, all notices, reports, statements, and records sent to the parent/guardian of any such pupil by the district shall, in addition to being written in English, be written in the primary language, and may be responded to in either English or primary language. (EC Section 48985(a)) ~~When required pursuant to Education Code 48985, complaint forms shall be translated into the student's primary language.~~

Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the district to monitor, address, and prevent repetitive prohibited behavior in district schools. The district record shall maintain documentation of complaints and their resolution must be maintained for a minimum of one review cycle. (EC Section 234.1(f))

(cf. 3580 - District Records)

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 information condition, military and veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex, especially:

48900.3 Suspension or expulsion for act of hate violence

48900.4 Suspension or expulsion for threats or harassment 48904

Liability of parent/guardian for willful student misconduct 48907

Student exercise of free expression

48950 Freedom of speech 48985

Translation of notices 49020-49023

Athletic programs

51500 Prohibited instruction or activity

51501 Prohibited means of instruction

60044 Prohibited instructional materials

CIVIL CODE

1714.1 Liability of parents/guardians for willful misconduct of minor

PENAL CODE

422.55 Definition of hate crime

422.6 Crimes, harassment

CODE OF REGULATIONS, TITLE 5

432 Student record

4600-4687 Uniform Complaint Procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972

12101-12213 Title II equal opportunity for individuals with disabilities

UNITED STATES CODE, TITLE 29

794 Section 504 of Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended

2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964

6101-6107 Age Discrimination Act of 1975

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints
CODE OF FEDERAL REGULATIONS, TITLE 34
99.31 Disclosure of personally identifiable information
100.3 Prohibition of discrimination on basis of race, color or national origin
106.7 Designation of responsible employee for Section 504
106.8 Designation of responsible employee for Title IX
106.9 Notification of nondiscrimination on basis of sex

COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
Flores v. Morgan Hill Unified School District, (2003) 324 F.3d 1130

Management Resources:

U.S. DEPARTMENT OF EDUCATION, OFFICE OF CIVIL RIGHTS PUBLICATIONS Dear Colleague Letter:
Transgender Students, May 2016
Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016 Dear Colleague
Letter: Title IX Coordinators, April 2015
Dear Colleague Letter: Harassment and Bullying, October 2010
Notice of Non-Discrimination, January 1999

WEB SITES

U.S. Department of Education, Office of Civil Rights: <http://www.ed.gov/offices/OCR>
California Department of Education: <http://www.cde.ca.gov>

Policy FRESNO UNIFIED SCHOOL DISTRICT
Adopted: August 26, 1993 Fresno, California
Revised: March 22, 2000
Revised: June 29, 2005
Revised: June 19, 2013
Revised: May 14, 2014
Revised: June 17, 2015
Revised: November 16, 2016
Revised: December 18, 2019
Admin Reviewed: October 27, 2021
Revised: Winter ___, 2022

Policy Section: 5000 Students

Fresno Unified Board Policy (BP) 5145.9 Hate-Motivated Behavior

The Governing Board is committed to providing a respectful, inclusive, and safe learning environment that protects students from discrimination, harassment, intimidation, bullying, or any other type of behavior that is motivated by hate.

The Board prohibits, at any district school or school activity, programs, practices, or school attendance within a school under the jurisdiction of the Superintendent, unlawful discrimination, harassment, intimidation, bullying, and other behavior motivated by a person's hostility towards another person's actual or perceived race, color, ancestry, ethnicity, national origin, immigration status, sex, sexual orientation, gender, gender identity, or gender expression, religion, age, physical or mental disability, marital status, or parental status, medical information, or the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. Hate-motivated behavior is any behavior intended to cause emotional suffering, physical injury, or property damage through intimidation, harassment, bigoted slurs or epithets, force or threat of force, or vandalism motivated in part or in whole by bias or hostility toward the victim's real or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55.

The Superintendent or designee shall design strategies to promote harmonious relationships among students, prevent incidents of hate-motivated behavior to the extent possible, and address such incidents if they occur.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 3515.4 - Recovery for Property Loss or Damage)
(cf. 5131- Conduct)
(cf. 5131.2 - Bullying)
(cf. 5131.5 - Vandalism, Theft and Graffiti)
(cf. 5136 - Gangs)
(cf. 5137 - Positive School Climate)
(cf. 5141.52 - Suicide Prevention)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)

The Superintendent or designee shall collaborate with regional programs and community organizations to promote safe environments for youth where diversity is celebrated and hate-motivated behavior is not tolerated. Such collaborative efforts shall focus on ensuring an efficient use of district and community resources, developing effective prevention strategies and response plans, providing assistance to students affected by hate-motivated behavior, and/or educating students who have perpetrated hate-motivated acts.

(cf. 1020 - Youth Services)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 1700 - Relations Between Private Industry and the Schools)
(cf. 5148.2 - Before/After School Programs)

The district shall provide students with age-appropriate instruction that includes the development of social-emotional learning, promotes an ~~their~~ understanding, ~~of~~ awareness, appreciation, and respect for human rights, human relations, diversity, and acceptance in a multicultural society, explains the harm and dangers of explicit and implicit biases, discourages discriminatory attitudes and practices and provides strategies to manage conflicts constructively.

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 6142.3 - Civic Education)

(cf. 6142.4 - Service Learning/Community Service Classes)

(cf. 6142.94 - History-Social Science Instruction)

Complaint Process

A student or parent/guardian who believes ~~feels~~ the student is a victim of hate-motivated behavior is encouraged to report the incident ~~shall immediately contact~~ the principal or designee, a teacher, district compliance officer, or other staff member.

Any complaint of hate-motivated behavior shall be investigated and, if determined to be discriminatory, shall be resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3 - Uniform Complaint Procedures or other applicable procedure.

If, during the investigation, it is determined that a complaint is about nondiscriminatory behavior, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

Any staff member who is notified that hate-motivated behavior has occurred, observes such behavior, or otherwise becomes aware of an incident shall immediately contact ~~notify~~ the principal, or the compliance officer responsible for coordinating the district's response to complaints and complying with state and federal civil rights laws. As appropriate, they shall also contact law enforcement.

(cf. 3515.3 - District Police Department)

(cf. 5145.11 - Questioning and Apprehension by Law Enforcement)

As necessary, the district shall provide counseling, guidance, and support to students who are victims of hate-motivated behavior and to students who exhibit such behavior.

(cf. 6164.2 - Guidance/Counseling Services)

The Superintendent or designee shall ensure that the rules prohibiting hate-motivated behavior and procedures for reporting a hate-motivated incident are provided to students, staff and parents/guardians.

This policy shall be posted in a prominent location on the district's web site in a manner that is readily and easily accessible to parents/guardians and students. (Education Code 234.6)

The Superintendent or designee shall ensure that provide staff with receive appropriate training to recognize hate-motivated behavior and methods for handling such behavior in appropriate ways. that:

1. Promotes an understanding of diversity, equity, and inclusion
2. Discourages the development of discriminatory attitudes and practices
3. Includes social-emotional learning and nondiscriminatory instructional and counseling methods
4. Supports the prevention, recognition, and response to hate-motivated behavior
5. Raises the awareness and sensitivity of staff to potentially prejudicial and discriminatory behavior
6. Includes effective enforcement of rules for appropriate student conduct

Employees who engage in hate-motivated behavior shall be subject to disciplinary action, up to and including dismissal.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The district shall provide age-appropriate instruction to help promote understanding of and respect for human rights.

The Superintendent or designee shall ensure that the rules prohibiting hate-motivated behavior and procedures for reporting a hate-motivated incident are provided to students and parents/guardians.

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 information condition, military and veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

32282 School safety plans

48900.3 Suspension for hate violence

48900.4 Suspension or expulsion for threats or harassment

PENAL CODE

422.55 Definition of hate crime

422.6 Crimes, harassment CODE

OF REGULATIONS, TITLE 5

4600-4670 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs CODE

OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

100.3 Prohibition of discrimination on basis of race, color or national origin

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

110.25 Prohibition of discrimination based on age

Management Resources:

WEB SITES

CDE: <http://www.cde.ca.gov>

California Association of Human Relations Organizations: <http://www.cahro.org> United

States Department of Education, Office of Civil Rights: <http://www.ed.gov/>

Policy FRESNO UNIFIED SCHOOL DISTRICT

adopted: September 22, 1999 Fresno, California

revised: June 13, 2018

revised: December 18, 2019
revised: Winter __, 2022

Policy Section: 5000 Students

Fresno Unified Board Policy (BP) 5146 Married/Pregnant/Parenting Students

The Governing Board recognizes that responsibilities related to early marriage, pregnancy or parenting and related responsibilities may disrupt a students' education and increase the chance of a student dropping out of school. The Board therefore desires to provide a comprehensive, continuous, community-linked program for pregnant and parenting students and their children that reflects the cultural and linguistic diversity of the community. The Board therefore also desires to support married, pregnant and parenting students to continue their education, attain strong academic and parenting skills, and promote the healthy development of their children.

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5147 - Dropout Prevention)

(cf. 6011 - Academic Standards)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.11 - Alternative Credits Toward Graduation)

(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

(cf. 6164.5 - Student Success Teams)

The district shall not exclude or deny any pupil from any educational program or activity, including any class or extracurricular activity, solely discriminate against any student on the basis of the pupil student's marital status, pregnancy, childbirth, false pregnancy, termination of pregnancy, or related recovery therefrom. In addition, the district shall not adopt any rule concerning a pupil's actual or potential parental, family, or marital status that treats students differently on the basis of sex.

(Education Code 221.51(a)(b)230; 5 CCR 4950(a); 34 CFR 106.40(a)(b)(1))

(cf. 0410 - Nondiscrimination in District Programs and Activities)

The district shall notify pregnant and parenting pupils of the rights and options available under the law through the annual school year welcome packets and through independent study packets. (Education Code 222.5(a))

The district shall also annually notify parents/guardians of pupils at the beginning of the regular school term of the rights and options available to pregnant and parenting pupils under the law. (EC Section 222.5(b))

(cf. 5145.6 - Parental Notifications)

For school-related purposes, a student under the age of 18 years who enters into a valid marriage shall have all the rights and privileges of students who are 18 years old, even if the marriage has been dissolved. (Family Code 7002)

Education and Support Services for Pregnant and Parenting Students

Pregnant and parenting pupils students shall not be excluded from participation in the regular education programs and shall not be required retain the right to participate in any comprehensive school pregnant-pupil programs or alternative educational programs. The classroom setting shall be the preferred instructional strategy unless an alternative is necessary to meet the needs of the student and/or his/her the pupil's child. (Education Code 222.51(d); 5 CCR Section 4950(c); 34 CFR Section 106.40(b)(1)).)

(cf. 6158 - Independent Study)
(cf. 6181 - Alternative Schools/Programs of Choice)
(cf. 6184 - Continuation Education)
(cf. 6200 - Adult Education)

Pregnant or parenting pupils who voluntarily participate in alternative programs shall be given Any educational programs, or activities, and courses that is offered separately to pregnant students, including any class or extracurricular activity, shall be equal to the regular program that offered to other district students. A student's participation in such programs shall be voluntary. (Education Code 221.51(d), 5 CCR 4950(c); 34 CFR Section 106.40(b)(3))

The district treats pregnancy, childbirth, false pregnancy, termination of pregnancy, and recovery therefrom in the same manner and under the same policies as any other temporary disability. (EC Section 221.51(e); 5 CCR Section 4950(d); 34 CFR Section 106.40(b)(4)).

(cf. 6142.7 - Physical Education and Activity)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6183 - Home and Hospital Instruction)

The district shall not make pre-admission inquiry as to the marital status of an applicant for admission, including whether such applicant is "Miss" or "Mrs." The district may make pre-admission inquiry as to the sex of an applicant for admission, but only if such inquiry is made equally of such applicants of both sexes and if the results of such inquiry are not used in connection with discrimination prohibited by Title IX. (34 CFR Section 106.21(c)(4))

To the extent feasible, **the district shall provide** educational and related **support services**, either directly or in collaboration with community agencies and organizations, **to meet the needs of** pregnant and parenting **students and their children**. Such services may include, but are not limited to:

1. **Child care and development** services **for the children** of parenting students **on or near school site(s)** during the school day and during school-sponsored activities

(cf. 5148 - Child Care and Development)

2. **Parenting education and life skills** instruction

3. **Special school nutrition supplements for pregnant and lactating students pursuant to Education Code 49553, 42 USC 1786, and 7 CFR 246.1-246.28**

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 5030 - Student Wellness)

4. **Health care services, including prenatal care**

(cf. 5141.6 - School Health Services)

5. **Tobacco, alcohol, and/or drug prevention and intervention services**

(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5131.62 - Tobacco)

6. **Academic and personal counseling**

(cf. 6164.2 - Guidance/Counseling Services)

7. Supplemental instruction to assist students in achieving grade-level academic standards and progressing toward graduation

(cf. 6179 - Supplemental Instruction)

As appropriate, teachers, administrators, and/or other personnel who work with pregnant and parenting students shall receive related professional development.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Absences

Pregnant or parenting students may be excused for absences ~~related to confidential~~ for medical appointments ~~and other purposes specified in accordance with~~ BP/AR 5113 - Absences and Excuses.

A student shall be excused for absences to care for a sick child for whom the student is the custodial parent. A note from a physician shall not be required for such an absence. (Education Code 48205)

(cf. 5113 - Absences and Excuses)

Parental Leave

A pregnant or parenting student shall be entitled to eight weeks of parental leave in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant. Such leave may be taken before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction. The Superintendent or designee may ~~shall~~ grant ~~parental a student~~ leave beyond eight weeks if deemed medically necessary by the student's physician. ~~absence due to pregnancy, childbirth, false pregnancy, termination of pregnancy, and related recovery for as long as it is deemed medically necessary by a physician. At the conclusion of the leave, the student shall be reinstated to the status held when the leave began.~~ (Education Code 46015; 34 CFR 106.40)

~~(cf. 5112.3 - Student Leave of Absence)~~

~~Pregnant and parenting student may request exemption from attendance because of personal services that must be rendered to a dependent.~~

~~(cf. 5112.1 - Exemptions from Attendance)~~

The student, if age 18 years or older, or the student's parent/guardian shall notify the school of the student's intent to take parental leave. No student shall be required to take all or part of the parental leave. (Education Code 46015)

When a student takes parental leave, the attendance supervisor shall ensure that absences from the regular school program are excused until the student is able to return to the regular school program or an alternative education program. A pregnant or parenting student shall not be required to complete academic work or other school requirements during the period of the parental leave. (Education Code 46015)

(cf. 5113.11 - Attendance Supervision)

Following the leave, a pregnant or parenting student may elect to return to the school and the course of study in which the student was enrolled before taking parental leave or to an alternative education option provided by the district. Upon return to school, a pregnant or parenting student shall have opportunities to make up work missed during the leave, including, but not limited to, makeup work plans and reenrollment in courses. (Education Code 46015)

When necessary to complete high school graduation requirements, the student may remain enrolled in school for a fifth year of instruction, unless the Superintendent or designee makes a finding that the student is reasonably able to complete district graduation requirements in time to graduate by the end of the fourth year of high school. (Education Code 46015)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.11 - Alternative Credits Toward Graduation)

(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

Reasonable Accommodations

When necessary, the district shall provide reasonable accommodations to enable a pregnant or and parenting pupil students to enable them to access the educational program.

A pregnant student shall have access to any services available to other students with temporary disabilities or medical conditions. (34 CFR 106.40)

(cf. 6183 - Home and Hospital Instruction)

The district school shall provide reasonable accommodations to any lactating pupil student on a school campus to express breast milk, breast-feed an infant child, or address other needs related to breast-feeding. A pupil student shall not incur an academic penalty for using any of these reasonable accommodations, and shall be provided the opportunity to make up any work missed due to such use. A school shall be required to provide the reasonable accommodations specified only if there is at least one lactating pupil on the school campus.

(a) Reasonable accommodations under this section include, but are not limited to, all of the following: (Education Code 222)

- ~~1-~~ i. Access to a private and secure room, other than a restroom, to express breast milk or breast-feed an infant child
- ~~2-~~ ii. Permission to bring onto a school campus a breast pump and any other equipment used to express breast milk
- ~~3-~~ iii. Access to a power source for a breast pump or any other equipment used to express breast milk
- ~~4-~~ iv. Access to a place to store expressed breast milk safely
- (b) ~~5-~~ A lactating pupil shall be provided a reasonable amount of time to accommodate the pupil's ~~student's~~ need to express breast milk or breast-feed an infant child
- (c) Only school sites with at least one lactating pupil shall provide the reasonable accommodations specified above. A school subject to this may use an existing facility to meet the requirements.
- (d) A pupil shall not incur an academic penalty as a result of her use, during the school day, of the reasonable accommodations specified in this section, and shall be provided the opportunity to make up any work missed due to such use.

Complaints

Any complaint **alleging of** discrimination on the basis of pregnancy or marital or parental status, **district noncompliance with the requirements of Education Code 46015, or district noncompliance with the requirement to provide reasonable accommodations for lactating students** shall be addressed through the district's uniform complaint procedures in accordance with 5 CCR 4600-4687 and BP/AR 1312.3 - Uniform Complaint Procedures. **A complainant who is not satisfied with the district's decision may appeal the decision to the California Department of Education (CDE). If the district or CDE finds merit in an appeal, the district shall provide a remedy to the affected student. (Education Code 222, 46015; 5 CCR 4600- 4670)**

~~(cf. 1312.3 - Uniform Complaint Procedures)~~

~~Any complaint alleging district noncompliance with the requirements to provide reasonable accommodations for lactating students also may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures. A complainant who is not satisfied with the district's decision may appeal the decision to the California Department of Education (CDE) (Education Code 222; 5 CCR 4600-4687).~~

~~(cf. 1312.3 - Uniform Complaint Procedures)~~

Program Evaluation

The Superintendent or designee shall periodically report to the Board regarding the effectiveness of district strategies to support married, pregnant, and parenting students, which may include data on **student** participation **rates** in district programs and services, academic achievement, school attendance, graduation rate, and/or student feedback on district programs and services.

~~(cf. 0500 - Accountability)~~

~~(cf. 6162.5 - Student Assessment)~~

~~(cf. 6190 - Evaluation of the Instructional Program)~~

~~The Superintendent or designee shall collaborate with the County Superintendent of Schools and other community agencies and organizations to ensure that appropriate education and related support services are available to meet the needs of pregnant and parenting teens and their children.~~

~~(cf. 1020 - Youth Services)~~

~~(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)~~

~~Pregnant and parenting students retain the right to participate in any comprehensive school or educational alternative programs. School placement and instructional strategies for participating students shall be based on the needs and learning styles of individual students. The classroom setting shall be the preferred instructional strategy unless an alternative is necessary to meet the needs of the individual student and/or child. (Education Code 54745)~~

~~(cf. 6158 - Independent Study)~~

~~(cf. 6182 - Opportunity School/Class/Program)~~

~~(cf. 6183 - Home and Hospital Instruction)~~

~~(cf. 6184 - Continuation Education)~~

~~(cf. 6200 - Adult Education)~~

~~In addition to providing a quality academic program for pregnant and parenting students, the district's program shall provide a parenting education and life skills class, special school nutrition supplements for pregnant and lactating students, and a child care and development program on or near the school site~~

for the children of enrolled students. The district's program may provide other support services authorized by Education Code 54746 as necessary to meet the needs of students and their children. (Education Code 54745)

~~(cf. 3550—Food Service/Child Nutrition Program)~~

~~(cf. 5141.6—Student Health and Social Services)~~

~~(cf. 5148—Child Care and Development)~~

~~(cf. 6164.2—Guidance/Counseling Services)~~

As appropriate, teachers, administrators, and/or other personnel who work with pregnant and parenting students shall receive related professional development.

~~(cf. 4131—Staff Development)~~

~~(cf. 4231—Staff Development)~~

~~(cf. 4331—Staff Development)~~

Pregnancy Prevention

The Superintendent or designee shall ensure that age-appropriate, culturally and community sensitive instruction and services are available to assist in the prevention of pregnancy among minors. The district's program shall be based on strategies that have proven effective in delaying the onset of sexual activity and reducing the incidence of pregnancy among school-age youth. Instruction shall include information regarding the consequences of pregnancy upon both the mother and father, including the effect upon future educational and employment opportunities; the meaning of parental responsibility and its effect upon one's personal life; strategies for resisting peer group pressure; and abstinence as a method of pregnancy prevention. Such instruction may be incorporated into health and social science classes or other appropriate courses in accordance with the requirements for those courses.

~~(cf. 5141.25—Availability of Condoms)~~

~~(cf. 6142.1—Family Life/Sex Education)~~

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 **information 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

221.51 Nondiscrimination; married, pregnant, and parenting students

222 Reasonable accommodations; lactating students

222.5 Pregnant and parenting students, notification of rights

230 Sex discrimination

8200-8498 Child Care and Development Services Act

46015 Parental leave

48205 Excused absences

48206.3 Temporary disability, definition

48220 Compulsory education requirements

48410 Persons exempted from continuation classes

48980 Parental notifications

49553 Nutrition supplements for pregnant/lactating students

51220.5 Parenting skills and education

51745 Independent study

52610.5 Enrollment of pregnant and parenting students in adult education

CIVIL CODE

51 Unruh Civil Rights Act

FAMILY CODE

7002 Description of emancipated minor

HEALTH AND SAFETY CODE

104460 Tobacco prevention services for pregnant and parenting students

CODE OF REGULATIONS, TITLE 5

4600-467087 Uniform complaint procedures

4950 Nondiscrimination, marital and parental status

CODE OF REGULATIONS, TITLE 22

101151-101239.2 General licensing requirements for child care centers

101351-101439.1 Infant care centers

UNITED STATES CODE, TITLE 20

1681-1688 Title IX, Education Act Amendments

UNITED STATES CODE, TITLE 42

1786 Special supplemental nutrition program for women, infants, and children

CODE OF FEDERAL REGULATIONS, TITLE 7

246.1-246.28 Special supplemental nutrition program for women, infants, and children

CODE OF FEDERAL REGULATIONS, TITLE 34

106.40 Marital or parental status

ATTORNEY GENERAL OPINIONS

87 Ops.Cal.Atty.Gen. 168 (2004)

COURT DECISIONS

American Academy of Pediatrics et al v. Lungren et al (1997) 16 Cal.4th 307

Management Resources:

WEB SITES

California Department of Education: <http://www.cde.ca.gov>

California Women's Law Center: <http://www.cwlc.org/resources>

U.S. Department of Agriculture, Women, Infants, and Children Program: <http://www.fns.usda.gov/wic>

U.S. Department of Education: <http://www.ed.gov>

Policy FRESNO UNIFIED SCHOOL DISTRICT

adopted: June 10, 1993 Fresno, California

revised: December 11, 1997

reviewed: September 9, 1999

revised: February 13, 2002

revised: May 14, 2014

revised: May 9, 2018

revised: Winter __, 2022

Policy Section: 5000 Students

Fresno Unified Board Policy (BP) 6173

Education For Homeless Children

The Governing Board desires to ensure that homeless students have access to the same free and appropriate public education provided to other students within the district. The district shall provide homeless students with access to education and other services necessary for them to meet the same challenging academic standards as other students.

(cf. 6011 - Academic Standards)

The Superintendent or designee shall identify and remove any barriers to the identification and enrollment of homeless students and to the retention of homeless students due to absences or outstanding fees or fines. (42 USC 11432)

(cf. 3250 - Transportation Fees)

(cf. 3260 - Fees and Charges)

(cf. 5113.1 - Chronic Absence and Truancy)

The Superintendent or designee shall ensure that placement decisions for homeless students are based on the student's best interest as defined in law and Administrative Regulation.

When there are at least 15 homeless students in the district or a district school, the district's local control and accountability plan (LCAP) shall include goals and specific actions to improve student achievement and other outcomes of homeless students. (Education Code 52052, 52060)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 1312.3 – Uniform Complaint Procedures)

School of origin means the school that the homeless student attended when permanently housed or the school in which the student was last enrolled, including a preschool. If the school the homeless student attended when permanently housed is different from the school in which the student was last enrolled, or if there is some other school that they attended within the preceding 15 months and with which they are connected, the district liaison shall determine, in consultation with and with the agreement of the homeless student and the person holding the right to make educational decisions for the student, and in the best interests of the homeless student, which school shall be deemed the school of origin. (Education Code 48852.7; 42 USC 11432)

Best interest means, to the extent feasible, continuing a student's enrollment in the school of origin for the duration of their homelessness, except when doing so is contrary to the wishes of their parent/guardian. (42 USC 11432)

The Superintendent or designee shall designate an appropriate staff person to serve as a liaison for homeless children and youths. The district liaison shall fulfill the duties specified in 42 USC 11432 to assist in identifying and supporting homeless students to succeed in school.

District liaisons and other appropriate staff shall participate in professional development and other technical assistance activities to assist them in identifying and meeting the needs of homeless students and to provide training on the definitions of terms related to homelessness. (42 USC 11432)

At least annually, the Superintendent or designee shall report to the Board on outcomes for homeless students including outcomes related to any goals and specific actions identified in the LCAP.

(cf. 0500 - Accountability)

(cf. 6190 - Evaluation of the Instructional Program)

The district's liaison for homeless students shall ensure that: (Education Code 48852.5; 42 USC 11432)

1. Ensure that homeless students are identified by school personnel and through coordination activities with other entities and agencies

(cf. 1400 - Relations between Other Governmental Agencies and the Schools)

(cf. 3553 - Free and Reduced-Price Meals)

(cf. 5141.6 - Student Health Services)

2. Ensure that homeless students are immediately enrolled in, and have a full and equal opportunity to succeed in, district schools

3. Ensure that homeless families and children and youth have access to and receive educational services for which they are eligible, including services through Head Start and Early Head Start programs, early intervention services under Part C of the federal Individuals with Disabilities Education Act, and other preschool programs administered by the district

(cf. 5148.3 - Preschool/Early Childhood Education)

4. Ensure that homeless families and students receive referrals to health care services, dental services, mental health and substance abuse services, housing services, and other appropriate services

(cf. 5141.6 - School Health Services)

5. Inform parents/guardians of the educational and related opportunities available to their children and ensure that they are provided with meaningful opportunities to participate in the education of their children

(cf. 5145.6 - Parental Notifications)

6. Disseminate notice of the educational rights of homeless students in locations frequented by parents/guardians of homeless children and youth and by unaccompanied youth, including schools, family shelters, public libraries, and hunger relief agencies (soup kitchens). The rights shall be presented in a manner and form understandable to the parents/guardians of homeless students and unaccompanied youth.

7. Mediate enrollment disputes in accordance with law and the section "Resolving Enrollment Disputes" below

8. Fully inform parents/guardians of homeless students and unaccompanied youth of all transportation services, including transportation to the school of origin, and assist them in accessing transportation to the school of choice

(cf. 3541 - Transportation Routes and Services)

9. Ensure that school personnel providing services to homeless students receive professional development and other support

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

10. Ensure that unaccompanied youth are enrolled in school, have opportunities to meet the same challenging state academic standards established for other students, and are informed of their status as independent

students under 20 USC 1087vv and that they may receive assistance from the district liaison to receive verification of their independent student status for purposes of applying for federal student aid pursuant to 20 USC 1090

11. Coordinate and collaborate with state coordinators and community and school personnel responsible for the provision of education and related services to homeless students, including the provision of comprehensive data to the state coordinator as required by law

In addition, when notified pursuant to Education Code 48918.1, the district liaison shall assist, facilitate, or represent a homeless student who is undergoing a disciplinary proceeding that could result in their expulsion. When notified pursuant to Education Code 48915.5, the district liaison shall participate in an individualized education program team meeting to make a manifestation determination regarding the behavior of a student with a disability.

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 6159 - Individualized Education Program)

Eligibility for Extracurricular Activities

A homeless student who enrolls in any district school shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities. (Education Code 48850)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

In order to identify district students who are homeless, the Superintendent or designee may give a housing questionnaire to all parents/guardians during school registration, make referral forms readily available, include the district liaison's contact information on the district and school web sites, provide materials in a language easily understood by families and students, provide school staff with professional development on the definition and signs of homelessness, and contact appropriate local agencies to coordinate referrals for homeless children and youth and unaccompanied youth.

(cf. 1113 - District and School Web Sites)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Information about a homeless student's living situation shall be considered part of a student's educational record, subject to the Family Educational Rights and Privacy Act and shall not be deemed to be directory information as defined in 20 USC 1232g. (42 USC 11432)

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

Each homeless student shall be provided services that are comparable to services offered to other students in the school, including, but not limited to, transportation, educational programs for which the student meets the eligibility criteria (such as federal Title I services or similar state or local programs, programs for students with disabilities, and educational programs for English learners), career and technical education programs, programs for gifted and talented students, and school nutrition programs. (42 USC 11432)

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 5148.2 - Before/After School Programs)
(cf. 5148.3 - Preschool/Early Childhood Education)
(cf. 6159 - Individualized Education Program)
(cf. 6164.2 - Guidance/Counseling Services)
(cf. 6171 - Title I Programs)
(cf. 6172 - Gifted and Talented Student Program)
(cf. 6174 - Education for English Learners)
(cf. 6177 - Summer Learning Programs)
(cf. 6178 - Career and Technical Education)
(cf. 6179 - Supplemental Instruction)

Homeless students shall not be segregated into a separate school or program based on their status as homeless and shall not be stigmatized in any way. However, the Superintendent or designee may separate homeless students on school grounds as necessary for short periods of time for health and safety emergencies or to provide temporary, special, and supplementary services to meet the unique needs of homeless students. (42 USC 11432, 11433)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 3553 - Free and Reduced Price Meals)

The Superintendent or designee shall coordinate with other agencies and entities to ensure that homeless children and youth are promptly identified, ensure that homeless students have access to and are in reasonable proximity to available education and related support services, and raise the awareness of school personnel and service providers of the effects of short-term stays in a shelter and other challenges associated with homelessness. Toward these ends, the Superintendent or designee shall collaborate with local social services agencies, other agencies or entities providing services to homeless children and youth, and, if applicable, transitional housing facilities. In addition, the Superintendent or designee shall coordinate transportation, transfer of school records, and other interdistrict activities with other local educational agencies. As necessary, the Superintendent or designee shall coordinate, within the district and with other involved local educational agencies, services for homeless students and services for students with disabilities. (42 USC 11432)

(cf. 1020 - Youth Services)

Enrollment

Placement decisions for homeless students shall be based on the student's best interest. In determining a student's best interest, a homeless student shall, to the extent feasible, be placed in their school of origin, unless their parent/guardian requests otherwise. (42 USC 11432)

In determining the best interest of the student, the district shall consider student-centered factors related to the student's best interest, including factors related to the impact of mobility on achievement, education, health, and safety, giving priority to the request of the student's parent/guardian or, in the case of an unaccompanied youth, the youth. (42 USC 11432)

However, placement decisions shall not be based on whether a homeless student lives with their homeless parent/guardian or has been temporarily placed elsewhere. (42 USC 11432)

In the case of an unaccompanied youth, the liaison shall assist in placement or enrollment decisions, give priority to the views of the student, and provide notice to the student of their appeal rights. (42 USC 11432)

In determining a student's best interest, a homeless student shall, to the extent feasible, be placed in their school of origin, unless the student's parent/guardian or the unaccompanied youth requests otherwise. (Education Code 48852.7; 42 USC 11432)

Once a placement decision has been made, the principal or designee shall immediately enroll the student in the school of choice. The student shall be enrolled even if they: (Education Code 48852.7; 42 USC 11432)

1. Have outstanding fees, fines, textbooks, or other items or monies due to the school last attended

(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)

2. Do not have clothing normally required by the school, such as school uniforms

(cf. 5132 - Dress and Grooming)

3. Are unable to produce records normally required for enrollment, such as previous academic records, proof of residency, and records of immunization and other required health records

(cf. 5111 - Admission)

(cf. 5111.1 - District Residency)

(cf. 5125 - Student Records)

(cf. 5141.26 - Tuberculosis Testing)

(cf. 5141.31 - Immunizations)

(cf. 5141.32 - Health Screening for School Entry)

4. Have missed application or enrollment deadlines during any period of homelessness

The principal or designee shall immediately contact the school last attended by the student to obtain the relevant records. If the student needs to obtain immunizations or does not possess immunization or other required health records, the principal or designee shall refer the parent/guardian to the district homeless liaison. The district liaison shall assist the parent/guardian, or the student if they are an unaccompanied youth, in obtaining the necessary immunizations, screenings, or records for the student. (42 USC 11432)

If the student is placed at a school other than their school of origin or the school requested by their parent/guardian or an unaccompanied youth, the Superintendent or designee shall provide the parent/guardian or the unaccompanied youth with a written explanation of the decision along with a statement regarding the right to appeal the placement decision. (42 USC 11432)

The student may continue attending their school of origin for the duration of the homelessness. (Education Code 48852.7; 42 USC 11432)

To ensure that the homeless student has the benefit of matriculating with their peers in accordance with the established feeder patterns, the following shall apply: (Education Code 48852.7; 42 USC 11432)

1. If the student is transitioning between grade levels, they shall be allowed to continue in the same attendance area.

2. If the student is transitioning to a middle school or high school, and the school designated for matriculation is in another school district, they shall be allowed to continue to the school designated for matriculation in that district.

If the student's status changes before the end of the school year so that they are no longer homeless, they shall be allowed to stay in the school of origin: (Education Code 48852.7)

1. Through the duration of the school year if the student is in grades K-8

2. Through graduation if the student is in high school

Resolving Enrollment Disputes

If a dispute arises over student eligibility, school selection or enrollment in a particular school, the matter shall be referred to the district liaison, who shall carry out the dispute resolution process as expeditiously as possible. (42 USC 11432)

The parent/guardian or unaccompanied youth shall be provided with a written explanation of any decisions related to eligibility, school selection, or enrollment and of the, right of the parent/guardian or unaccompanied youth to appeal the decision. (42 USC 11432)

The written explanation shall include:

1. A description of the action proposed or refused by the district
2. An explanation of why the action is proposed or refused
3. A description of any other options the district considered and the reasons that any other options were rejected
4. A description of any other factors relevant to the district's decision and information related to the eligibility or best interest determination including the facts, witnesses, and evidence relied upon and their sources
5. Appropriate timelines to ensure any relevant deadlines are not missed
6. Contact information for the district liaison and state coordinator, and a brief description of their roles

The written explanation shall be complete, as brief as possible, simply stated, and provided in language that the parent/guardian or student can understand.

The district liaison may use an informal process as an alternative to formal dispute resolution procedures, provided that the parents/guardians or unaccompanied youth have access to the more formal process if informal resolution is not successful in resolving the matter.

In working with a student's parents/guardians or unaccompanied youth to resolve an enrollment dispute, the district liaison shall:

1. Inform them that they may provide written and/or oral documentation to support their position
2. Inform them that they may seek the assistance of social services, advocates, and/or service providers in having the dispute resolved
3. Provide them a simple form that they may use and turn in to the school to initiate the dispute resolution process
4. Provide them a copy of the dispute form they submit for their records
5. Provide them the outcome of the dispute for their records

If a parent/guardian or unaccompanied youth disagrees with the liaison's enrollment decision, they may appeal the decision to the Director of Student Support Services. The Director shall make a determination within five working days.

If the parent/guardian chooses to appeal the district's placement decision, the district liaison shall forward all written documentation and related paperwork to the homeless liaison at the county office of education.

Pending final resolution of the dispute, including all available appeals, the student shall be immediately enrolled in the school in which enrollment is sought and shall be allowed to attend classes and participate fully in school activities. (42 USC 11432, 11434a)

Applicability of Graduation Requirements

To obtain a high school diploma, a homeless student shall complete all courses required by Education Code 51225.3 and fulfill any additional graduation requirements prescribed by the Governing Board.

(cf. 6146.1 - High School Graduation Requirements)

However, when a homeless student who has completed their second year of high school transfers into the district from another school district or transfers between high schools within the district, they shall be exempted from all district-adopted coursework and other district-established graduation requirements, unless the district makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school by the end of their fourth year of high school. Within 30 calendar days of the homeless student's transfer, the Superintendent or designee shall notify the student, the person holding the right to make educational decisions for them, and the district liaison for homeless students of the availability of the exemption and whether the student qualifies for it. If the Superintendent or designee fails to provide this notification, the student shall be eligible for the exemption once notified, even if the notification occurs after the student is no longer homeless. (Education Code 51225.1)

To determine whether a homeless student is in their third or fourth year of high school, the district shall use either the number of credits they have earned as of the date of the transfer or the length of their school enrollment, whichever qualifies the student for the exemption. (Education Code 51225.1)

The Superintendent or designee shall notify any homeless student who is granted an exemption and the person holding the right to make educational decisions for them, how any requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges. (Education Code 51225.1)

The district shall not require or request a homeless student to transfer schools in order to qualify for an exemption and no request for a transfer solely to qualify for an exemption shall be made by a homeless student, the person holding the right to make educational decisions for the student, or the district liaison on behalf of the student. (Education Code 51225.1)

If a homeless student is exempted from local graduation requirements, the exemption shall continue to apply after the student is no longer homeless or if they transfer to another school or school district. (Education Code 51225.1)

If the Superintendent or designee determines that a homeless student is reasonably able to complete district graduation requirements within their fifth year of high school, they shall: (Education Code 51225.1)

1. Inform the student and, if under 18 years of age, the person holding the right to make educational decisions for them, of the option available to the student to remain in school for a fifth year to complete the district's graduation requirements and how that will affect their ability to gain admission to a postsecondary educational institution

2. Provide information to the homeless student about transfer opportunities available through the California Community Colleges

3. Upon agreement with the homeless student or with the person holding the right to make educational decisions for them if they are under 18 years of age, permit the student to stay in school for a fifth year to complete the district's graduation requirements

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 information 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

2558.2 Use of revenue limits to determine average daily attendance of homeless children

39807.5 Payment of transportation costs by parents

48850 Educational rights; participation in extracurricular activities

48852.5 Notice of educational rights of homeless students

48852.7 Enrollment of homeless students

48915.5 Recommended expulsion, homeless student with disabilities

48918.1 Notice of recommended expulsion

51225.1-51225.3 Graduation requirements

52060-52077 Local control and accountability plan

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

UNITED STATES CODE, TITLE 20

1087vv Free Application for Federal Student Aid; definitions

1232g Family Educational Rights and Privacy Act

6311 Title I state plan; state and local educational agency report cards

UNITED STATES CODE, TITLE 42

11431-11435 McKinney-Vento Homeless Assistance Act

12705 Cranston-Gonzalez National Affordable Housing Act; state and local strategies

Management Resources: WEB SITES

California Child Welfare Council: <http://www.chhs.ca.gov/Pages/CACildWelfareCouncil.aspx> California Department of Education,

Homeless Children and Youth Education: <http://www.cde.ca.gov/sp/hs/cy>

National Center for Homeless Education at SERVE: <http://www.serve.org/nche> National Law Center on Homelessness and Poverty: <http://www.nlchp.org/>

U.S. Department of Education: <http://www.ed.gov/programs/homeless/index.html>

Policy FRESNO UNIFIED SCHOOL DISTRICT

adopted: March 25, 2004 Fresno, California

revised: March 7, 2012

revised: June 1, 2016

revised: May 31, 2017

revised: Winter __, 2022

Policy Section: 6000 Instruction

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 09, 2022

AGENDA ITEM C-21

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 November 1, 2021 through January 31, 2022. Also included is the Quarterly Reporting for the Valenzuela/Williams Uniform Complaint Procedures from November 1, 2021 through January 31, 2022 in accordance with Education Code § 35186.

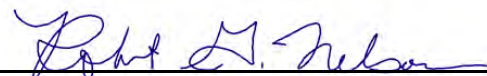
FINANCIAL SUMMARY: There is no fiscal impact to the district at this time.

PREPARED BY: Teresa Plascencia,
Executive Director

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

CABINET APPROVAL: David Chavez
Chief of Staff

SUPERINTENDENT APPROVAL:



**BOARD OF EDUCATION**

Elizabeth Jonasson Rosas, President
Genoveva Islas, Clerk
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SUPERINTENDENT

Robert G. Nelson, Ed.D.

Constituent Services Quarterly Report

For the Period Between November 01, 2022 and January 31, 2022

Type of Complaint	Filed	Pending	# Time Intensive	Average Number of Days to Close
Personnel Complaints	35	7	15	11.9
Uniform Complaint Procedures (UCP)	0	0	0	0
Williams Uniform Complaints	5	5	0	0
Requests for Information or Service	508	4	7	1.2
Other Complaints	15	4	1	1.0
Public Records Act Request	32	1	13	4.5
TOTAL	595	21	36	4.65

Valenzuela/CAHSEE Lawsuit Settlement
Quarterly Report on Williams Uniform Complaints
[Education Code § 35186(d)]

District: Fresno Unified School District

Person completing this form: Teresa Plascencia Title: Executive Director of Constituent Services

Quarterly Report Submission Date: ☐ April 2021
(check one) ☐ July 2021
☐ October 2021
☒ January 2022

Date for information to be reported publicly at governing board meeting: March 9, 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*	1	0	0
Facilities Conditions*	4	0	0
TOTALS	0	0	0

*Pending at the time of this filing

Robert G. Nelson, Ed.D.
Print Name of District Superintendent

Signature of District Superintendent Date