



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

AGENDA
WEDNESDAY, DECEMBER 8, 2021
***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.

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

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

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

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

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

CALL Meeting to Order

OPPORTUNITY for Public Comment on Closed Session Agenda Items

RECESS for Closed Session to discuss the following:

1. Student Expulsions Pursuant to Education Code Section 35146.
2. Conference with Labor Negotiator - (Government Code Section 54957.6); FUSD Negotiator(s): Paul Idsvoog; Employee Organizations(s): FTA, CSEA, Chapter 125, CSEA, Chapter 143, SEIU, Local 521, FASTA/SEIU, Local 521/CTW, CLC, Fresno Unified Building & Construction Trades/FTA; International Association of Machinists and Aerospace Workers (IAMAW), Unrepresented Employees: All Management, Confidential, and Supervisory Employees.
3. Public Employee Discipline/Dismissal/Release/Reassignment/Resignation.
4. Public Employment/Appointment - (Government Code Section 54957).
 - a. Principal
5. Conference with Legal Counsel - Existing Litigation - (Government Code Section 54956.9(d)(1)).
 - a. Potential Case (One)
 - b. Keven Page v. Fresno Unified Workers' Compensation
Fresno Unified Case No. WC18-1106-1915

***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 November 17, 2021 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, ADOPT Resolution in Support of Dual Enrollment

Included in the Board binders is a resolution in support of Dual Enrollment and the equitable expansion of Dual Enrollment offerings for Fresno Unified students. This resolution identifies the goal of expanding current dual enrollment offerings within all high schools to provide up to 12 units of transferable dual enrollment credit for students. This resolution includes six priority areas that will be a focus and guide as we seek to equitably expand dual enrollment within Fresno Unified. 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-4, ADOPT Fresno Unified School District Resolution #21-14

Included in the Board binders is a State of California, Fresno Unified School District Resolution #21-14. This Resolution authorizes Santino Danisi, Chief Financial Officer authorization to sign and execute all documents by the California Department of Rehabilitation. 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-5, APPROVE Renewal Agreement with Elixir Insurance Company

Included in the Board Binders is a renewal agreement with Elixir Insurance Company, formerly Envision Insurance, to provide Medicare eligible retiree prescription benefit services. The Superintendent recommends approval. Fiscal Impact: Annual estimated cost of \$8.2 million is available in the Internal Service Health Fund. Contact person: Santino Danisi, telephone 457-6226.

A-6, APPROVE Renewal Agreement with Kaiser Permanente

Included in the Board binders is a renewal agreement with Kaiser Permanente to provide medical services on behalf of benefit eligible employees and retirees. The district has offered medical benefit coverage through Kaiser Permanente since April 01, 2012. Kaiser is one of two different medical networks under which district employees and retirees access medical care. The Superintendent recommends approval. Fiscal Impact: Annual estimated cost of \$17.1 million is available in the Internal Service Health Fund. Contact person: Santino Danisi, telephone 457-6226.

A. CONSENT AGENDA - continued

A-7, APPROVE Agreement with Activities Integrating Math and Science Education Foundation for Fresno Unified Winter Session 2021

Included in the Board binder is an agreement for Activities Integrating Math and Science (AIMS) Education Foundation. The AIMS Education Foundation will be utilized to provide professional learning, instructional activities, and materials for students in grades fourth through sixth during the Winter Session 2021: December 21, 2021, through January 06, 2022. Materials will include activities for ten classroom sessions of designated sites to last three to four hours each. AIMS will also provide professional learning materials for teachers to use in preparation for the sessions. The Superintendent recommends approval. Fiscal Impact: Sufficient funds in the amount of \$34,650 are available in the Extended Learning budget. Contact person: Kim Mecum, telephone 457-3731.

A-8, APPROVE Agreement with Arte Americas

Included in the Board binders is an agreement with Arte Americas. Arte Americas agrees to provide three separate three-day performing arts camps for up to 60 students in grades four through six at each camp (180 students total). Students will participate in a variety of enrichment activities. The Superintendent recommends approval. Fiscal Impact: Sufficient funds in the amount of \$42,276 are available in the Extended Learning Department budget. Contact person: Kim Mecum, telephone 457-3731.

A-9, APPROVE Agreement with Deborah McCoy

Included in the Board binders is an agreement for Deborah McCoy. Deborah McCoy Talent Gallery will provide a ten-day performing art camp for up to 50 students in grades first through sixth. The camp will run from 8:00 am to 4:30 pm for each of the ten days. Students will learn Hip Hop, Art, Photography, and Musical Theater and will perform in showcase for families on the final day of the program. Cost per student \$60 per day and covered by the Extended Learning budget. The Superintendent recommends approval. Fiscal Impact: Sufficient funds in the amount of \$30,000 are available in the Extended Learning budget. Contact person: Kim Mecum, telephone 457-3731.

A-10, APPROVE the California Teaching Fellows Foundation to Support Winter Camps 2021- Mindsets Learning, Inc. Agreement

Included in the Board binders is a request to approve an agreement with Mindsets Learning, Inc. for the California Teaching Fellows Foundation. The California Teaching Fellows Foundation will provide Fresno Unified School District with an enrichment program based on the afterschool and summer programs. Enrichment will focus on Arts and Crafts, Science, Technology, Engineering and Mathematics, and Leadership with an emphasis on Service Learning and Social and Emotional Learning as part of Winter Camp 2021. The Superintendent recommends approval. Fiscal Impact: Sufficient funds in the amount of \$301,982 are available in the Extended Learning budget. Contact person: Kim Mecum, telephone 457-3731.

A. CONSENT AGENDA - continued

A-11, APPROVE Agreement with Adventure Education Solutions

Included in the Board binders is an agreement with Adventure Education Solutions for Fresno Unified Winter Session 2021. Adventure Education Solutions agrees to provide three separate three-day camps over the winter break in the areas of Winter Sports, Climbing and Fishing. These outdoor recreation, environmental science, and leadership development themed camps will be held for students in grades five through eight, free of charge. The Superintendent recommends approval. Fiscal Impact: Sufficient funds in the amount of \$229,162 are available in the Extended Learning Department budget. Contact person: Kim Mecum, telephone 457-3731.

A-12, APPROVE Request for Material Revision by Aspen Meadow Public School

Included in the Board binders is a copy of the revised Aspen Meadow Public School Petition and supporting documents delivered to the District on November 10, 2021 by Executive Director, Shelly Lether. Aspen Meadow Public School is requesting the following material revisions to its educational program: (1) Changes to the educational program by deletion of all references to grades seven and eight throughout the petition; and (2) The addition of required legal updates, including language modifications to reflect current Education Code. 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-13, APPROVE Request for Material Revision by Aspen Valley Prep Academy

Included in the Board binders is a copy of the revised Aspen Valley Prep Academy Petition and supporting documents delivered to the District on November 10, 2021 by Executive Director, Shelly Lether. Aspen Valley Prep Academy is requesting the following material revisions to its educational program: (1) Changes to the educational program by deletion of all references to grades seventh and eighth throughout the petition; and (2) the addition of required legal updates, including language modifications to reflect current Education Code. 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-14, APPROVE Grant Application to the California Department of Education for National School Lunch Program Equipment Assistance

It is recommended the Board approve submission of a grant application to the California Department of Education for a 2021 National School Lunch Program Equipment Assistance Grant. The grant provides funding to help schools serve healthier meals, provide meal service during pandemic or natural disaster, improve food safety, and help support the establishment, maintenance, or expansion of the school breakfast program. The district is requesting funding to support the purchase of a new meal delivery truck to replace an inoperable 1999 model. The Superintendent recommends approval. Fiscal Impact: The grant will provide up to \$100,000 for the purchase of the delivery truck; additional funding is available in

A. CONSENT AGENDA - continued

the Cafeteria Fund to support the approximate \$135,000 vehicle cost. Contact person: Karin Temple, telephone 457-3134.

A-15, APPROVE Use of Individual Piggyback Contracts

Included in the Board binders and recommended for approval is a list of 12 piggyback contracts for use during 2021/22 for efficient and cost-effective procurement. This is in addition to piggyback contracts approved by the Board previously, to allow for expedited purchases related to science and technology, HVAC equipment, student meal services, security hardware, performing arts supplies, and modular buildings. 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 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. Impact: Contact person: Karin Temple, telephone 457-3134.

A-16, APPROVE Rejection of Bid 22-16, Tenaya Middle School Office and Site/Walk Improvements

Included in the Board binders is information on Bid 22-16, for new steel picket and chain-link fencing and gates, concrete sidewalks, entry canopy, new main office exterior doors and landscape and lighting improvements at Tenaya Middle School to improve safety and security for students, staff and visitors. Staff recommends rejecting all bids due to bid prices being significantly higher than the estimated amount. The project scope will be evaluated for modification and rebid in the future. The Superintendent recommends approval. Fiscal Impact: Rejecting the bids results in no fiscal impact to the district at this time. Contact person: Karin Temple, telephone 457-3134.

A-17, RATIFY Addendum with New Life Physical Therapy Services, dba Goodfellow Therapy

Included in the board binders is an addendum with New Life Physical Therapy Services, dba Goodfellow Therapy in the amount of \$96,000. The New Life Physical Therapy Services, dba Goodfellow will provide full time Occupational Therapy Services and Certified Occupational Therapist Assistants services with students who have been identified with these services on their Individualized Education Plans. The term of the Addendum commenced October 11, 2021 and ends June 30, 2022. The Superintendent recommends ratification. Fiscal Impact: Sufficient funds of \$96,000 are available in the Special Education Department. Contact person: Kim Mecum, telephone 457-3731.

A. CONSENT AGENDA - continued

A-18, RATIFY Agreement with Good Company Players for Fifth Graders to See Founding Fathers and Mothers

Included in the Board binders is an agreement with Good Company Players who will produce the play, "Founding Fathers...and Mothers," aligned to fifth grade standards to be performed for all fifth-grade students. Included in the agreement work are rehearsals and performances; director, sets and lighting; projections; costuming; stage management; sound production, and other technical support as needed. The Superintendent recommends ratification. Fiscal Impact: Sufficient funds in the amount of \$28,404 are available in the Visual and Performing Arts budget. Contact person: Kim Mecum, telephone 457-3731.

A-19, RATIFY Grant Application to the California Department of Rehabilitation for the We Can Work Grant

Ratification is requested for the grant application and funding from the California Department of Rehabilitation for the We Can Work grant. Fresno Unified has been awarded the "We Can Work" grant with a three-year term. The grant provides work training that delivers pre-employment transition services to high school and post-secondary students between the ages of 16-21 with active Individualized Education Program goals and objectives. The Superintendent recommends ratification. Fiscal Impact: Fresno Unified will be reimbursed 100% of allowable program costs, up to \$293,157. Contact person: Kim Mecum, telephone 457-3731.

A-20, RATIFY Change Orders for the Projects Listed Below

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 8 presented for ratification \$ 88,091

Bid 21-11, Edison High School Gymnasium Addition

Change Order 5 presented for ratification \$ 62,585

Bid 21-25, Hoover High School Career Technical Education (CTE) Building and Construction Trades, Classroom Shop Improvements

Change Order 3 presented for ratification \$ 40,889

Bid 21-37, Hoover High School Multipurpose Room HVAC Replacement

Change Order 1 presented for ratification \$ 12,304

The Superintendent recommends ratification. Fiscal Impact: Sufficient funding in the amount of \$141,284 is available in the Measure X Fund for Bids 20-19, 21-25 and 21-37, and \$62,585 is available in the School Facilities Fund for Bid 21-11. Contact person: Karin Temple, telephone 457-3134.

A. CONSENT AGENDA - continued

A-21, RATIFY the Filing of a Notice of Completion

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

Bid 21-37, Hoover High School Multipurpose Room HVAC Replacement

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-22, RATIFY Purchase Orders from September 1, 2021 through September 30, 2021 – Primary Report

Included in the Board binders is information on purchase orders issued from September 1, 2021 through September 30, 2021. Two agenda items are presented to ratify purchase orders. The first item includes the Primary Report with all purchase orders issued during the reported dates with the exception of those that may present a potential conflict of interest for an individual Board member. All remaining purchase orders are in the Supplemental Report and presented as a second agenda item. The Superintendent recommends ratification. Fiscal Impact: Funding is noted on the attached pages. Contact person: Karin Temple, telephone 457-3134.

A-23, RATIFY Purchase Orders from September 1, 2021 through September 30, 2021 – Supplemental Report

Included in the Board binders is information on purchase orders issued from September 1, 2021 through September 30, 2021. Two agenda items are presented to ratify purchase orders. The first item includes the Primary Report with all purchase orders issued during the reported dates with the exception of those that may present a potential conflict of interest for an individual Board member. All remaining purchase orders are in the Supplemental Report and presented as a second agenda item. The Superintendent recommends ratification. Fiscal Impact: Funding is noted on the attached pages. Contact person: Karin Temple, telephone 457-3134.

A-24, RATIFY NAVEX Service Agreement

In the NAVEX service agreement, the vendor will provide us continued support for the framework of Diversity, Equity, and Inclusion. This work will be year 2 of a 3-year agreement dating from September 17, 2021-September 16, 2022. The Superintendent recommends ratification. Fiscal Impact: Sufficient funds in the amount of \$56,200 are available in the Equity & Access budget. Contact person: Lindsay Sanders, telephone 457-3842.

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

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. Without taking action and only as expressly permitted by Board Bylaw 9323, Board members may ask questions, make brief announcements, or provide a brief response to statements presented by the public about topics raised in unscheduled oral communications. Board members must be recognized by the President in order to speak and will generally be limited to no more than one (1) minute each for this purpose. The Board President shall have the discretion to further limit Board members' opportunity to speak on topics raised in unscheduled oral communications to ensure the orderly and efficient conduct of district business.

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.

B. CONFERENCE/DISCUSSION AGENDA

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

B-25, PRESENT and DISCUSS Special Education Update

Staff will present an overview of the "Improving Special Education Services in the Fresno Unified School District" – Update. The aim and drivers are aligned to the recommendations from the Council of the Great City Schools Improving Special Education Services in the Fresno Unified School District report with a focus on accelerating student learning during the global pandemic. Contact person: Kim Mecum, telephone 457-3731.

***7:00 P.M.**

B-26, PRESENT and DISCUSS Redistricting of Trustee Areas within Fresno Unified School District

The purpose of this presentation is to continue discussing the redistricting of Trustee Areas within Fresno Unified School District. Included in the Board binders are three draft maps to help gather feedback from the Board and obtain public input and additional testimony regarding appropriate criteria and boundaries.

B. CONFERENCE/DISCUSSION AGENDA - continued

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

***7:20 P.M.**

B-27, DISCUSS and APPROVE the 2020/21 Audited Financial Statements Prepared by Crowe LLP

Included in the Board binders is the Annual Financial Audit Report as prepared by our external auditors, Crowe LLP. The audit report has been completed for submission to the State Department of Education. Each year the district is required to have its financial statements audited by an independent accounting firm. We are pleased to report that Fresno Unified School District has received an "Unmodified Opinion" for the 2020/21 Audit, which is the best opinion that can be issued. The Superintendent recommends approval. Fiscal Impact: There is no fiscal impact to the district at this time. Contact person: Santino Danisi, telephone 457-6226.

***7:40 P.M.**

B-28, DISCUSS and APPROVE the 2021/22 First Interim Financial Report

California school districts are required to approve interim financial reports twice each fiscal year. Fresno Unified School District's 2021/22 First Interim Financial Report is presented for approval and reflects a positive certification of the district's financial condition. The report is based on the October 31, 2021 year-to-date revenue and expenditures as required by state law. The Superintendent recommends approval of the First Interim Financial Report for submission to the County Superintendent of Schools. The Superintendent recommends approval. Fiscal Impact: A positive certification reflects that the district's projected reserve for 2021/22 at \$115.1 million exceeds the minimum required reserve for economic uncertainties (2%). Additionally, projections indicate a positive cash balance for the current year and two subsequent years. The support material reflects a multi-year projected budget for the Unrestricted General Fund and utilizes the State assumptions developed by the California County Superintendents Educational Services Association. Contact person: Santino Danisi, telephone 457-6226.

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

B-29, HOLD Public Hearing to PRESENT and DISCUSS the Educator Effectiveness Block Grant

Included in the Board binders is a plan for Fresno Unified to provide professional learning for teachers, administrators, paraprofessionals, and classified staff that will promote educator equity, quality, and effectiveness. This one-time funding is for \$18,186,921 to be expended by June 30, 2026. Funds can be used for coaching, mentoring, programs, practices, and strategies that lead to the acceleration of student learning. Contact person: Kim Mecum, telephone 457-3731.

C. RECEIVE INFORMATION & REPORTS

C-30, RECEIVE Results of Issuance and Sale of 2021 Refunding General Obligation Bonds

Included in the Board binders is a summary which describes the results of the issuance and sale of 2021 Refunding General Obligation Bonds in the aggregate principal amount of not to exceed \$160 million on November 23, 2021. Fiscal Impact: The issuance and sale of 2021 Refunding General Obligation Bonds resulted in a savings of approximately \$6.0 million. Contact person: Santino Danisi, telephone 457-6226.

C-31, 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 August 1, 2021 through October 31, 2021. Also included is the Quarterly Reporting for the Valenzuela/Williams Uniform Complaint Procedures from August 1, 2021 through October 31, 2021 in accordance with Education Code § 35186. Contact person: David Chavez, telephone 457-3566.

BOARD/SUPERINTENDENT COMMUNICATION

D. ADJOURNMENT

**NEXT REGULAR MEETING
WEDNESDAY, DECEMBER 15, 2021**

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 8, 2021

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

Date: December 8, 2021

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**

Burris	Jacquilla	Teacher, Elementary, eLearn Academy	eLearn Academy	11/15/2021
Cherry	Kimberly	Nurse	Health Services	11/8/2021
Griffin	Jacquelyn	Teacher, Elementary	Addams Elementary	9/22/2021
Jamali	Maryam	Teacher, Middle School	Kings Canyon Middle School	11/8/2021
Ogawa	Leslie	Nurse	Health Services	11/15/2021
Tennison	Kathy	Teacher, Elementary, eLearn Academy	eLearn Academy	11/17/2021

Classified Personnel

Andrews	Rudell	Paraprof, Mild/Moderate	Aynesworth Elementary	11/5/2021
Ayers	Terrell	Paraprof, After Schl/Ext Day	Forkner Elementary	11/29/2021
Castillo	Daniel	Assistant,Campus Safety	Ahwahnee Middle School	11/4/2021
Contreras Gutierrez	Jaime	Assistant,Campus Safety	Tioga Middle School	11/15/2021
Cruz Ruiz	Rosa	Custodian	Mclane High School	11/15/2021
Davila	Samantha	Paraprof, Early Chldhd Mil/Mod	Greenberg Elementary	11/29/2021
De La Torre	Maria	Noontime Assistant	Birney Elementary	11/15/2021
Eriza	Rigoberto	Assistant,Campus Safety	Bullard High School	11/9/2021
Everitt	Christina	Manager, School Office I	Thomas Elementary	11/29/2021
Flake	Madison	Paraprof, Mild/Moderate	Bakman Elementary	11/10/2021
Garcia	Monica	Noontime Assistant	Kratt Elementary	11/8/2021
Gutierrez	Lina	Manager, School Office I	Centennial Elementary	11/29/2021
Hernandez	Blanca	Nutrition Services Assistant	Food Services	10/25/2017
Hernandez	Cynthia	Assistant, Office III	Special Educ Administration	11/1/2021
Khim	Phally	Nutrition Services Assistant	Food Services	11/8/2021
Lopez	Edmond	Operator, Equipment I	Maintenance And Operations	11/22/2021
Loza	Terry	Paraprof, Instructional Asst	Yokomi Elementary	11/9/2021
Lucio	Stephanie	Assistant, Office III	Transportation	11/9/2021
Mares	Claudia	Paraprof, Child Development	Yokomi Elementary	11/29/2021
Marquez	Brooke	Paraprof, Instructional Asst	Wilson Elementary	11/10/2021
Martinez	Renee	Paraprof, Instructional Asst	Easterby Elementary	11/18/2021
Martinez Berber	Nancy	Paraprof, Instructional Asst	Manchester Gate	11/15/2021
Men	Pissey	Paraprof, Instructional Asst	Ericson Elementary	11/10/2021
Miller	James	Paraprof, Mild/Moderate	Roosevelt High School	11/15/2021
Moua	Kou	Paraprof, Instructional Asst	Greenberg Elementary	11/10/2021
Moua	Xiong	Custodian	Mclane High School	11/15/2021
Navarro	Rosalva	Nutrition Services Assistant	Food Services	11/15/2021
Ordonez	Gloria	Accountant I	Fiscal Services	11/15/2021
Owens	Doni	Paraprof, Instructional Asst	Forkner Elementary	11/15/2021
Pong	Charlotte	Paraprof, Instructional Asst	Kratt Elementary	11/10/2021
Ramos	Mia	Assistant, School Office	Tioga Middle School	11/29/2021

Rodriguez	Cynthia	Assistant, School Office	Roeding Elementary	11/12/2021
Rodriguez	Diana	Paraprof, Instructional Asst	Manchester Gate	11/8/2021
Stell	Shyniece	Assistant, Campus Safety	King Elementary	11/15/2021
Tejeda	Mario	Custodian	eLearn Academy	11/15/2021
Thao	John	Custodian	Hamilton School	11/15/2021
Vang	Sang	Nutrition Services Assistant	Food Services	11/29/2021
Velasquez-Lopez	Esmeralda	Assistant, Attendance Records	eLearn Academy	11/29/2021
White	Patricia	Nutrition Services Assistant	Food Services	11/12/2021
Xiong	Danvee	Custodian	Cooper Middle School	11/15/2021
Yang	Andrew	Custodian	Ewing Elementary	11/15/2021
Yang	Teng	Custodian	Easterby Elementary	11/15/2021
Yslas	Michael	Custodian	Mclane High School	11/15/2021

Management Classified

Brown	Carolyn	Manager, Project (General)	Career Education	11/8/2021
-------	---------	----------------------------	------------------	-----------

RESIGNATIONS OR RETIREMENTS

Management Certificated

Bumatay	Raine R.	Principal IV	Cesar Chavez Adult School	2/1/2022
---------	----------	--------------	---------------------------	----------

Certificated Personnel

Armstrong	Dawn	Teacher, Spec Assgn	Special Ed	12/17/2021
Drath	Timmesha	Teacher, Senior High	Sunnyside High School	11/15/2021
Frazier	Melinda	Teacher, Middle School	Edison-Computech 7-8	12/1/2021
Hansen	Priscilla	Nurse	Health Services	10/1/2021
Mayfield	Tawny	Teacher, Lrng Hndcp, Sdc	Greenberg Elementary	11/26/2021

Classified Personnel

Aguilar	Maria	Paraprof, Mild/Moderate	Hamilton School	11/26/2021
Amps	Lezzette	Driver, Bus	Transportation	10/26/2021
Arredondo	Rosalinda	Nurse, Vocational License	Health Services	4/18/2022
Ayala	Katherine	Specialist, Chd Wel & Attnd II	Elementary Division Area V	11/19/2021
Banuelos Vasquez	Maria	Liaison, Home/School Spanish	Wawona K-8 School	11/30/2021
Beniga	Benjamin	Custodian	Slater Elementary	2/15/2022
Coronado Pineda	Cynthia	Paraprof, Mild/Moderate	Wolters Elementary	11/5/2021
Dunn	Meredith	Paraprof, Mild/Moderate	Pyle Elementary	10/5/2021
Evans	Gail	Manager, School Office Middle	Fort Miller Middle School	12/31/2021
Fernandez	Lizeth	Nutrition Services Assistant	Food Services	11/26/2021
Garzon	Rosa	Nutrition Services Assistant	Food Services	12/31/2021
Gonzalez-Barajas	Daniella	Noontime Assistant	Norseman Elementary	11/8/2021
Meza	Maria	Paraprof, After Schl/Ext Day	Fremont Elementary	11/5/2021
Milton	Michael	Lead, Roofer	Maintenance And Operations	12/15/2021
Ramirez	Anamarie	Nutrition Services Assistant	Food Services	11/9/2021
Ramirez Vasquez	Laura	Paraprof, Child Development	Roosevelt Pace Center	12/3/2021
Rico	Selena	Secretary, Administrative I	Human Resources	12/15/2021
Ruiz-Morales	Jorge	Paraprof, Instructional Asst	Wolters Elementary	11/26/2021
Sierra Gutierrez	Vanessa	Paraprof, Instructional Asst	African American Academic Acce	11/18/2021
Silva Chavez	Karina	Noontime Assistant	Viking Elementary	10/5/2021
Stewart	Barbara	Buyer III	Packaging Center	12/30/2021
Tennison	Kathy	Paraprof, After Schl/Ext Day	Kirk Elementary	11/16/2021
Thao	Young	Plant Coordinator II	Scandinavian Middle School	12/30/2021

Tucker	Alisha	Nurse, Vocational License	Health Services	11/19/2021
Vue	Der	Custodian	Pyle Elementary	11/5/2021
Wingfield Jr	Eric	Assistant, Campus Safety	George M Dewolf High School	11/19/2021
Yang	Alexander	Paraprof, Moderate/Severe	Ayer Elementary	11/28/2021

Management Certificated

Delgado	Milagros	Vice Principal III	Hoover High School	10/29/2021
---------	----------	--------------------	--------------------	------------

DECEASED

Certificated Personnel

McDonell	Kathy	Teacher, Middle School	Kings Canyon Middle School	10/27/2021
----------	-------	------------------------	----------------------------	------------

R39-MONTH REEMPLOYMENT RIGHTS

Management Certificated

Miles	Shannon	Counselor, School	Ahwahnee Middle School	11/8/2021
-------	---------	-------------------	------------------------	-----------

PROMOTIONS

Classified Personnel

Garcia	Nina	Assistant, School Office	Duncan Polytechnical	11/23/2021
Her	Mai Xiong	Specialist, Human Resources	Human Resources	11/8/2021
Lopez	Heidi	Specialist, Technical II	Facilities Mgmt & Planning	11/15/2021
Montanez	Mia	Paraprof, Early Chldhd Mil/Mod	Storey Elementary	12/9/2021
Rocha	Monica	Specialist, Chd Wel & Attnd II	Prevention And Intervention	11/8/2021
Stewart	June	Paraprof, Mild/Moderate	Delmar Elementary	11/8/2021
Vang	Chuyi	Technician, Budget II	Career Education	11/15/2021
Zamudio	Christopher	Dispatcher/Special Education D	Transportation	11/12/2021

Management Certificated

Cha	Shirley	Vice Principal I	Vang Pao Elementary	11/8/2021
-----	---------	------------------	---------------------	-----------

Management Classified

Contreras	Rosa	Manager, Business Operations	Fiscal Services	11/3/2021
Zinzun	Armando	Design Lead	Facilities Mgmt & Planning	11/16/2021

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 08, 2021

Agenda Item A-3

AGENDA SECTION: A

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

ACTION REQUESTED: Adopt

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

TITLE AND SUBJECT: Adopt Resolution in Support of Dual Enrollment

ITEM DESCRIPTION: Included in the Board binders is a resolution in support of Dual Enrollment and the equitable expansion of Dual Enrollment offerings for Fresno Unified students. This resolution identifies the goal of expanding current dual enrollment offerings within all high schools to provide up to 12 units of transferable dual enrollment credit for students. This resolution includes six priority areas that will be a focus and guide as we seek to equitably expand dual enrollment within Fresno Unified.

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

PREPARED BY: Jeremy Ward,
Assistant Superintendent

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

CABINET APPROVAL: Kim Mecum,
Chief Academic Officer

SUPERINTENDENT APPROVAL:



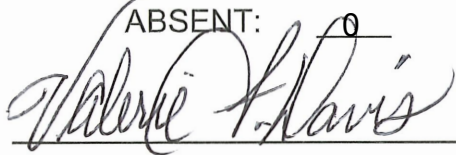
NOW, THEREFORE, BE IT RESOLVED, for the that the Board of Education of Fresno Unified School District designates a Dual Enrollment Resolution

ADOPTED this 8th day of December 2021 by the Board of Education of Fresno Unified School District, by the following vote:

AYES: 6

NOES: 0

ABSENT: 0



Valerie F. Davis, Board President



Robert G. Nelson, Ed.D., Superintendent



BOARD OF EDUCATION

Valerie F. Davis, President
Keshia Thomas, Clerk
Claudia Cazares
Genoveva Islas
Elizabeth Jonasson Rosas
Major Terry Slatik USMC (Retired)
Trustee Area 5 (Vacant)

SUPERINTENDENT

Robert G. Nelson, Ed.D.

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

In the Matter of Proclaiming Adoption of a Dual Enrollment Resolution

Resolution 21-13

WHEREAS, Fresno Unified School District is a place where diversity is valued, educational excellence and equity are expected, individual responsibility and participation by all is required, collaborative adult relationships are essential, and parents, students, and the community as a whole are vital partners; and

WHEREAS, all students deserve a quality K-12 education that prepares them for success after high school; and

WHEREAS, access to a post-secondary education continues to be one of the most viable paths to gainful employment and a prosperous future; and

WHEREAS, Fresno City College, of the State Center Community College District, is a comprehensive learning community offering instructional programs in anticipation of and responsive to the lifelong learning needs of its diverse student population, and is an invaluable partner to Fresno Unified School District; and

WHEREAS, dual enrollment provides students with the opportunity to earn transferable college credits while still in high school; and

WHEREAS, research has shown that dual enrollment courses have positive effects on college degree attainment, college access and matriculation, credit accumulation, high school completion, college persistence, time to completion, and overall, reduces the cost of college; and

WHEREAS, dual enrollment has shown to positively impact outcomes for students, particularly students of color, low-income students, and students with lower GPAs; and

WHEREAS, Fresno's *Developing the Region's Inclusive and Vibrant Economy* (DRIVE) Initiative has named dual enrollment as a core strategy to increase the number of degree holders in Fresno; and

WHEREAS, the equitable expansion of dual enrollment called for in this resolution refers to the commitment to outreaching and enrolling students historically underrepresented in higher education in dual enrollment courses, and providing diverse course offerings; and

WHEREAS, Fresno Unified School District and State Center Community College District will strive towards the equitable expansion of Dual Enrollment with the goal of providing up to 12 units of college credits

THEREFORE BE IT RESOLVED, that Fresno Unified School District and Fresno City College have identified six priority areas for the equitable expansion of dual enrollment and commit to their successful implementation.

The agreed-upon priorities are as follows: 1) Develop varied methods of strategic and intentional communication to increase the community's awareness of dual enrollment opportunities, 2) Provide equity of access to dual enrollment opportunities, 3) Expand and grow dual enrollment course offerings that align to transferrable A-G and graduation requirements and support the growth of student interest offerings, 4) Create a more seamless registration process by removing barriers for historically underserved demographics, 5) Provide students with services and supports to ensure successful dual enrollment experiences, and 6) Develop a comprehensive data system to capture ongoing monitoring and student success criteria.

BE IT FURTHER RESOLVED, each priority area were informed by input from Fresno parents, community members, and educators and administrators at the K-12 and postsecondary levels; and

RESOLVED FURTHER, each priority area will include goals and milestones pertinent to the success of the equitable expansion of dual enrollment opportunities in Fresno Unified schools, as agreed upon by both Fresno Unified School District and Fresno City College, and

BE IT FURTHER RESOLVED, a Dual Enrollment working group will be established by Fresno Unified School District with representation from Fresno Unified School District, Fresno City College, and community organizations to monitor the progress toward the goals and milestones named in the six agreed-upon priority areas, and

FURTHER RESOLVED, the Dual Enrollment working group will support community engagement efforts related to Dual Enrollment every semester to provide information and gather input to inform identified goals and milestones named in the six agreed-upon priority areas and

BE IT FURTHER RESOLVED, the Dual Enrollment working group will make annual recommendations to the Fresno Unified School District for the implementation of Dual Enrollment focused on the six identified priorities and

BE IT FURTHER RESOLVED, an annual public presentation will be translated in multiple languages and delivered to the Governing Board of the Fresno Unified School District and the community highlighting the progress made on each of the six dual enrollment priority areas; and

BE IT FINALLY RESOLVED, that the Governing Board of the Fresno Unified School District, through the adoption of this resolution, approves the six dual enrollment priority areas identified by Fresno Unified School District and Fresno City College, and directs the Superintendent and key staff to prioritize the execution of said priority areas.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 08, 2021

Agenda Item A-4

AGENDA SECTION: A

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

ACTION REQUESTED: Adopt

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

TITLE AND SUBJECT: Adopt Fresno Unified School District Resolution #21-14

ITEM DESCRIPTION: Included in the Board binders is a State of California, Fresno Unified School District Resolution #21-14. The Department of Rehabilitation requests to reauthorize Santino Danisi, Chief Financial Officer to sign and execute all documents by the California Department of Rehabilitation. This action replaces Board Resolution #19-01 adopted January 2020.

The California Department of Rehabilitation “We Can Work” grant provides Fresno Unified School District students paid work training that provides pre-employment transition services to high school and post-secondary students between the ages of 16-21 with active Individualized Education Program goals and objectives.

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

PREPARED BY: Dr. Tangee Pinheiro,
Instructional Superintendent

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

CABINET APPROVAL: Kim Mecum,
Chief Academic Officer

SUPERINTENDENT APPROVAL:



Fresno Unified School District Resolution #21-14

FULL Name of Corporation or Public Agency

Fresno Unified School District

WHEREAS, the Board of Directors or Board of Trustees of the above-named corporation or public agency has read the proposed agreement between State of California, Department of Rehabilitation (DOR), and above-named corporation or public agency and said Board of Directors or Board of Trustees acknowledges the benefits and responsibilities to be shared by both parties to said agreement.

NOW, THEREFORE, BE IT RESOLVED that said Board of Directors or Board of Trustees does hereby authorize the following person/position

Name/Position of Person Authorized to Sign Agreement

Santino Danisi, Chief Financial Officer

of the above-named corporation or public agency on behalf of the corporation or public agency to sign and execute any and all documents required by DOR to effectuate the execution of said Agreement and all amendments. This authorization shall remain in effect until the expiration of the contract and shall automatically expire at that time, unless earlier revoked or extended by the Board of Directors.


CERTIFICATION

I, the Recording Secretary named below, hereby certify that the foregoing resolution was duly and regularly adopted by the Board of Directors or Board of Trustees of above-named corporation or public agency at a meeting of said Board regularly called and convened at which a quorum of said Board of Directors or Board of Trustees was present and voting, and that said resolution was adopted by a vote of the majority of all Directors or Trustees present at said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand as Recording Secretary of said corporation or public agency.

Address Where Board Meeting Held

2309 Tulare Street, Fresno, CA 93721

Date of Board Meeting	Signature of Recording Secretary	Date Signed
December 8, 2021	 <i>Dina Moya</i>	12-13-21

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 08, 2021

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 Renewal Agreement with Elixir Insurance Company

ITEM DESCRIPTION: Included in the Board Binders is a renewal agreement with Elixir Insurance Company, formerly Envision Insurance, to provide Medicare eligible retiree prescription benefit services.

These prescription services through Elixir Insurance Company have been in place since 2014. The renewal period is for one year commencing January 01, 2022 through December 31, 2022 and will allow uninterrupted prescription benefit services for Medicare eligible retirees. Medicare eligible retiree prescription services are provided using a combination fully insured and self-insured model. This renewal is for the fully insured component.

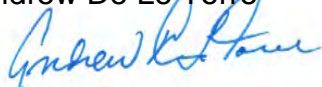
The contract amount for Elixir Insurance Company is based upon a per member per month fee of \$127.10 for prescription coverage and \$3.50 per member per month for administrative services. The per member per month renewal cost for 2022 represents a decrease of 0.47% from the 2021 rate of \$127.70. The \$3.50 per member per month fee for administrative services remains unchanged.

The annual renewal cost for this fully insured component, based upon an estimated 5,244 eligible retirees, is \$8.2 million.

These services are in alignment with the Joint Health Management Board's established goals and responsibilities for providing high quality health care to active and retired employees.

FINANCIAL SUMMARY: Annual estimated cost of \$8.2 million is available in the Internal Service Health Fund.

PREPARED BY: Andrew De Le Torre
Executive Director

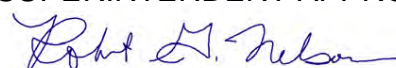


DIVISION: Administrative Services
PHONE NUMBER: (559) 457-6226

CABINET APPROVAL: Santino Danisi
Chief Financial Officer



SUPERINTENDENT APPROVAL:



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

<u>Elixir Insurance Company</u>	<u>2181 East Aurora Road Twinsburg, OH 44087</u>
Vendor Name	Address
<u>(866) 250-2005</u>	<u>Kelly Duque</u>
Phone Number	Vendor Contact
From: <u>01/01/2022</u>	Through: <u>12/31/2022</u>
Term (Duration)	
FUSD Contract Administrator:	
<u>Andrew DeLaTorre</u>	<u>Benefits & Risk Management Department 457-3596</u>
Name	Site/ Dept Telephone number
Budget (Fund-Unit-Dept.-Activity-Object)	<u>670-0841-0880-0000-6000-5852</u>

Annual Cost \$8.2M (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:

Make available to Medicare eligible retirees an Employer Group Waiver Plan from Envision Insurance Company for their Medicare Part D Prescription Drug benefit.

Date Item is to appear on **Board of Education Agenda:** 12/08/2021 **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 11/18/2021

Please return signed contract to:

Mai Moua
Name

Benefits & Risk Management 457-3562
Department



INSURANCE

A Medicare Approved
Prescription Drug Plan

**FRESNO UNIFIED SCHOOL DISTRICT
2022 MEDICARE EMPLOYER GROUP POLICY
(EGWP/WRAP)**

Elixir Insurance Company
2181 East Aurora Road
Twinsburg, OH 44087
Toll Free Telephone: (866) 250-2005

2022 POLICY YEAR COVER SHEET

Employer Group:	Fresno Unified School District
Notice Address for Employer Group:	2309 Tulare Street Fresno, CA 93721
Employer Group Telephone Number:	559-457-3596
Notice Address for Elixir Insurance Company:	2181 East Aurora Rd Twinsburg, OH 44087
Effective Date of Service:	12:01a.m. January 1, 2022
Term of Coverage:	From 12:01a.m. January 1, 2022 through 11:59 p.m. December 31, 2022, unless otherwise agreed upon by the parties in writing
Employer Group Premium Rate:	\$127.10 per Member, per month (PMPM)
Premium Due Date:	The 1 st day of each calendar month.
Covered Benefits:	Please refer to the Evidence of Coverage and Summary of Benefits.
<p>This Employer Group Policy is a legal contract between Employer Group named above and Elixir Insurance Company ("EIC"). This Cover Sheet provides only a brief outline of some of the Employer Group Policy provisions, this entire Employer Group Policy, combined with this Cover Sheet, the application for coverage, and the final Quote Sheet, constitutes the complete policy. This Employer Group Policy sets forth, in detail, the rights and obligations of Employer Group and EIC. IT IS THEREFORE IMPORTANT THAT YOU READ THIS EMPLOYER GROUP POLICY CAREFULLY.</p>	

2022 MEDICARE EMPLOYER GROUP POLICY

This Employer Group Policy is issued by Elixir Insurance Company ("EIC"), a Medicare Part D Prescription Drug Plan, to Employer Group specified in the attached Cover Sheet. This Employer Group Policy shall be effective on the Effective Date of Service specified in the Cover Sheet and shall continue in force for the Term of Coverage, unless terminated as provided herein.

In consideration of the mutual promises hereunder and the payment of Premiums and fees when due, EIC will provide coverage for prescription drug benefits in accordance with the terms, conditions, limitations, and exclusions set forth in this Employer Group Policy and in accordance with the federal rules and regulations governing such plans.

SECTION 1 - DEFINITIONS

Capitalized terms not defined in this Employer Group Policy shall have the meaning set forth in the attached schedules and exhibits.

1.1 The terms "**Employer Group**", "**Effective Date of Service**", "**Term of Coverage**", "**PMPM**" and "**Premium Due Date**" will have the meaning set forth in the attached Cover Sheet.

1.2 "**Contract Year**" (for this Employer Group Policy) means the Term of Coverage set forth on the Cover Sheet.

1.3 "**Covered Benefits**" (for this Employer Group Policy) means those prescription drugs and related services covered by EIC hereunder as set forth in this Employer Group Policy, together with the Evidence of Coverage and Summary of Benefits incorporated herein.

1.4 "**Cover Sheet**" means the page entitled "Policy Year Cover Sheet", attached hereto and incorporated herein by this reference.

1.5 "**CMS**" means the Centers for Medicare and Medicaid Services, which administers the Medicare Part D program and with which EIC maintains a contract as a Medicare Part D Prescription Drug Plan.

1.6 "**EGWP**" means the Employer Group Waiver Plan (Series 800 Plan) under Medicare Part D being provided to Employer Group hereunder.

1.7 "**EIC Formulary**" means the list of drugs, filed by EIC and approved by CMS, which are covered under this Employer Group Policy. Employer Group acknowledges that the EIC Formulary may be modified from time-to-time by EIC's Pharmacy and Therapeutics (P&T) Committee when it becomes necessary to remove drugs from the EIC Formulary which have been taken off the market or have been determined to not meet safety and/or efficacy standards, or to add new drugs that are required to be covered by Medicare Part D. Notices of any negative EIC Formulary changes will be mailed by EIC to Members.

1.8 "**Eligible Individual**" means an individual who meets and continues to meet all of the following eligibility requirements: (i) Is eligible for coverage of prescription drug benefits under Employer Group's Retiree Benefit Plan; (ii) is Medicare Eligible; and (iii) has retired from Employer Group and is NOT an active employee or a dependent of an active employee. In addition, a Medicare Eligible dependent of an individual who is not Medicare Eligible and not an active employee (i.e. retiree), and a Medicare Eligible dependent survivor of a deceased employee, may also be an Eligible Individual; provided that such individual is eligible for prescription drug benefits under Employer Group's Retiree Benefit Plan.

1.9 "**Employer Group Policy**" means this document and attachments hereto, including the Cover Sheet, the Summary of Benefits, the Evidence of Coverage, and any amendments to such attachments, in addition to any riders, amendments, endorsements, inserts, or other documents describing the terms of coverage hereunder, together with the information provided

by Employer Group on its application for coverage or other written documentation upon which EIC relied to issue the final quote executed by the parties.

1.10 **"Evidence of Coverage"** or **"EOC"** means the CMS approved document setting out the rules of coverage for Members under this Employer Group Policy, along with any riders, amendments, or endorsements thereto.

1.11 **"Medicare Part D"** means the Medicare Part D Prescription Drug Program regulated by CMS and its associated regulations under 42 CFR 423.100, et seq.

1.12 **"Medicare Eligible"** means the individual is eligible for coverage for Medicare Part D benefits at all times during the Term of Coverage. If, at any time during the Term of Coverage, an individual is no longer eligible for coverage for Medicare Part D benefits (e.g. fails to make required payments to the Social Security Administration), such individual shall be dis-enrolled by EIC.

1.13 **"Member"** means an Eligible Individual who has been enrolled in this Employer Group Policy and accepted for membership by CMS, as further described in Section 3.1.

1.14 **"Network Providers"** means those pharmacies (including retail, mail order, specialty, long term care, and home infusion pharmacies) that have entered into a contract with EIC to dispense Covered Benefits to Members. EIC maintains a national network of contracted pharmacies where Members may obtain Covered Benefits regardless of the Member's residence. Employer Group acknowledges that the list of Network Providers may change from time-to-time. EIC will maintain a current directory of Network Providers on its website.

1.15 **"Premium"** means the amount paid by Employer Group on a monthly basis in consideration of, and payment for, this Employer Group Policy.

1.16 **"Premium Contribution"** means any monthly or other payment required under Employer Group's Retiree Benefit Plan to be made by a Member for coverage under this Employer Group Policy, including a contribution toward the Premium payable hereunder.

1.17 **"Retiree Benefit Plan"** means Employer Group's employment-based benefit plan for coverage of retiree prescription drug benefits.

1.18 **"Summary of Benefits"** means the CMS approved template describing the benefits covered under this Employer Group Policy, as modified to reflect any supplemental benefits (i.e. reduction in Member cost share) provided by Employer Group.

1.19 **"Supplemental Benefits Plan"** means a prescription drug benefit plan design that provides commercial, non-Medicare EGWP coverage that is supplemental to the standard Medicare Part D benefits. A Supplemental Benefits Plan is defined by CMS as other health insurance coverage, and as such, discounts provided under the Medicare Coverage Gap Discount Program are applied before any additional coverage beyond the standard Medicare Part D benefits have been taken into account. The Supplemental Benefits Plan is being provided under, and shall be considered part of, this Employer Group Policy.

SECTION 2 - COVERAGE

2.1 Covered Benefits

2.1.1 Unless otherwise stated herein, EIC will provide, to Members, the minimum standard Medicare Part D benefits in effect during the Term of Coverage, subject to the terms and conditions of this Employer Group Policy. Coverage will be provided in accordance with the reasonable exercise of EIC's business judgment and consistent with applicable law.

Members covered under this Employer Group Policy are subject to all of the conditions and provisions contained herein and in the incorporated documents.

2.1.2 Supplemental Benefits Plan and Coordination of Benefits. Employer Group acknowledges and agrees that EIC will contract with its affiliated pharmacy benefits manager, Elixir Rx Solutions, LLC ("Elixir"), to provide the pharmacy benefit management services contemplated by this Employer Group Policy on EIC's behalf. During the Term of Coverage, Elixir shall accept, process, and adjudicate claims for Members submitted by EIC after adjudication of such claims by EIC under the Employer Group Policy. Employer Group acknowledges and agrees that its Supplemental Benefits Plan must comply with CMS guidelines and cannot diminish the standard Medicare Part D benefit for which the Member is eligible under Part D requirements (e.g. zero balance copay billing would not be allowed as an edit, as it can require the Member to pay more than the standard Medicare Part D cost share). If a Member has other insurance coverage, identified by CMS or through information provided by the Member or Employer Group, EIC will coordinate benefits with these other carriers.

2.2 Evidence of Coverage and Summary of Benefits: Additional rules governing the provision of Covered Benefits under this Employer Group Policy are stated in the Notice of Important Information, Evidence of Coverage (EOC), and the Summary of Benefits, as interpreted by EIC to comply with applicable law. Employer Group acknowledges that adherence to these rules by Members is required to receive Covered Benefits hereunder.

SECTION 3 - ELIGIBILITY AND ENROLLMENT

3.1 Necessity for Adhering to Eligibility Standards: CMS establishes explicit eligibility standards, which EIC has specifically identified in the Notice of Important Information, and which, if violated, result in the potential imposition of penalties on EIC. Employer Group acknowledges its responsibility to ensure that all such standards are satisfied. Accordingly, Employer Group acknowledges that only Eligible Individuals are eligible to enroll under this Employer Group Policy. Employer Group also acknowledges that the following individuals are NOT eligible to be a Member under this Employer Group Policy:

- (i) Spouses or dependents who are not eligible for Medicare Part D coverage, even if they are the spouse or dependent of an Eligible Individual; or
- (ii) Current employees of Employer Group (i.e., active employees) or their eligible spouses and dependents, even if eligible for Medicare Part D.

To be eligible for enrollment in the EGWP, the individual must also be eligible for Medicare Part A and/or Medicare Part B and must have a place of permanent residence inside the fifty United States or Washington, D.C. or any territories where EIC is authorized to do business.

Each Medicare Eligible retiree is an individual Member, regardless of whether that individual is a spouse or dependent of another Medicare Eligible retiree.

3.1.1 Attestation of Eligibility: In executing this Employer Group Policy, Employer Group submits the attestation of eligibility identified in Section 5.1 attesting that the individuals submitted by Employer Group for enrollment in the Employer Group Policy meet the above-stated CMS eligibility requirements and did not opt out after receiving Employer's notice of opt-out rights.

3.1.2 Removal of Medicare Eligible Individuals from Other Medicare Coverage: Employer Group acknowledges that any Medicare Eligible retiree who appears on the eligibility file supplied to EIC will be automatically dis-enrolled by CMS from his or her current Medicare plan, if any, upon EIC's submission of his or her name to CMS for coverage under this Employer Group Policy.

3.1.3 No Waiting Period: Employer Group may not impose a waiting period before individuals are eligible for coverage under this Employer Group Policy.

3.2 Enrollment

3.2.1 Timing of Enrollment. Eligible Individuals may be enrolled by Employer Group only during the Employer Group's annual open enrollment period ("Open Enrollment Period") or specialty enrollment period upon becoming eligible for prescription drug benefits under the Employer Group's Retiree Benefit Plan. Eligible Individuals who opt-out during the Open Enrollment Period may be enrolled only during a subsequent Open Enrollment Period or as permitted under CMS regulations. Coverage under the Employer Group Policy will not become effective until approved by CMS and confirmed by EIC. Employer Group agrees to hold the Open Enrollment Period concurrent with any other open enrollment period applicable to retiree health benefits covering prescription drugs that is being offered to Employer Group's Medicare Eligible retirees or as otherwise required by CMS. The Employer Group shall permit EIC representatives to meet with Eligible Individuals during the Open Enrollment Period unless EIC and Employer Group agree upon an alternate enrollment procedure. As described in the EOC, other special enrollment periods may apply. Employer Group acknowledges that each Eligible Individual may be required to complete and provide Employer Group and/or EIC with certain eligibility information, including, without limitation, the individual's Medicare ID Number.

3.2.2 Compliance with Enrollment and Disenrollment Procedures. Employer Group and EIC agree to comply with the enrollment and disenrollment procedures described in this Employer Group Policy and required by CMS.

3.3 Eligibility and Enrollment Procedures

3.3.1 After EIC receives Employer Group's EGWP file of Eligible Individuals, EIC will submit the information to CMS, and CMS will confirm or reject each Eligible Individual's enrollment into the EGWP. An Eligible Individual must be enrolled based on his or her state of residence. The Eligible Individual's address used for enrollment must be his or her permanent residence. A mailing address may be provided in a separate field on the EGWP Eligibility file. If a Member moves to a new permanent state of residence, his or her new residence address must be communicated to EIC. CMS may reject an Eligible Individual's enrollment into the EGWP for various reasons. EIC will inform Employer Group if EIC receives a CMS rejection and work with Employer Group to determine why the Eligible Individual was rejected and to obtain the information needed to enroll the Eligible Individual into the EGWP, if possible.

3.3.2 The number of Eligible Individuals and composition of the Employer Group, the identity and status of the Employer Group, the eligibility requirements used to determine membership in the Employer Group, and the participation and contribution standards applicable to the Employer Group which exist at the Effective Date of Service are material to the execution and continuation of this Employer Group Policy by EIC. The Employer Group shall not, during the Term of Coverage under this Employer Group Policy, modify the Open Enrollment Period, or any other eligibility requirements as described in the EOC and on the Summary of Benefits, for the purposes of enrolling Eligible Individuals in the EGWP, unless EIC agrees to the modification in writing.

3.4 Maintenance of Eligibility and Eligibility Updates

3.4.1 Once enrolled by Employer Group and accepted by CMS, Members will continue to be enrolled unless any of the following occur:

- (i) CMS notifies EIC that the Member is no longer eligible for Medicare Part D;
- (ii) The Member's death;
- (iii) The Member fails to timely pay Premium Contributions, and Employer Group notifies EIC that the Member is no longer to be covered;
- (iv) The Employer Group notifies EIC of the disenrollment of the Member from the EGWP because the Member no longer qualifies for coverage; or
- (v) The Eligible Individual notifies the Employer Group or EIC that the Eligible Individual is dis-enrolling.

The Employer Group shall provide EIC with a monthly eligibility update showing eligibility changes (new Members or terminated Members), but does not need to provide a full eligibility file each month. EIC will also notify Employer Group of eligibility changes each month, to the extent EIC learns of such changes during that month.

3.4.2 Disenrollment. For purposes of this Employer Group Policy, the effective date of termination, in all cases except the death of the Member, will be the end of the last calendar month in which the Member was listed as eligible for coverage. In the case of a Member's death, the effective date of termination will be the date of death as indicated by CMS.

For disenrollment to be effective, Employer Group must notify EIC of the date of a Member's termination of coverage under this Employer Group Policy. Employer Group must notify EIC of any terminated Members no later than the twenty-fifth of the month in order for the effective date of termination to be effective the end of such month.

No refund of Premium shall be made by EIC to Employer Group except in the case of the retroactive termination (including death) of the Member by CMS. In such cases of retroactive termination by CMS, EIC shall refund the premium paid by Employer Group, less the cost of any Claims incurred during the retroactive period.

MEMBERS MAY NOT BE RETROACTIVELY ENROLLED OR DISENROLLED BY EMPLOYER GROUP. The only instances where retroactive enrollment or disenrollment will take place is when CMS notifies EIC to process retroactive enrollment or retroactive disenrollment.

By executing this Employer Group Policy, Employer Group hereby attests that the individuals submitted by Employer Group for coverage under this Employer Group Policy meet the eligibility requirements stated herein.

SECTION 4 - PREMIUMS AND FEES

4.1 Premiums: Employer Group shall pay EIC, on or before each Premium Due Date, the monthly Premium as set forth on the Cover Page. Premium rates and the manner of calculating Premiums may be adjusted in accordance with Sections 4.4 and 4.5 below. Premiums will always be paid for an entire month, except in cases where a Member has died in which case there may be partial month adjustments. Membership will be determined as of the Monday following the fifteenth (15th) day of the month.

A check does not constitute payment until it is honored by a recognized financial institution. EIC may return a check issued against insufficient funds without making a second deposit attempt. EIC may accept a partial payment of Premium without waiving its right to collect the entire amount due.

4.2 Past Due Premiums and Fees: If a Premium payment or any fees payable hereunder are not paid in full by Employer Group on or before the Premium Due Date, such past due amounts must be received by EIC within 15 days following the latter of the Premium Due Date or the date upon which the monthly invoice for Premium is delivered to Employer Group (the "Grace Period"). Employer Group's failure to make all such payments by the end of the Grace Period two or more times hereunder will constitute a breach of this Employer Group Policy, and EIC will have the right to terminate this Employer Group Policy pursuant to the Termination section hereof. In addition, with or without termination, EIC will have the right to add a late payment charge of 1½% (or such lower amount as required by law) of the total amount due per month (or partial month) to the amount due and unpaid, beginning with the Premium Due Date. If Employer Group is subsequently reinstated, a reinstatement fee may be required, in addition to a deposit to ensure timely payment of Premium.

If Employer Group Policy terminates for any reason, Employer Group will continue to be held liable for all Premiums and fees, due and unpaid before the termination, including, but not limited to, Premium payments for any period of time Employer Group Policy is in force during the Grace Period. Employer Group shall also be liable for Member cost sharing and other required contributions to coverage for any period of time Employer Group Policy is in force, including any Grace Period. Further, EIC may recover from Employer Group EIC's costs of collecting any unpaid Premiums or fees, including reasonable attorney's fees and legal costs.

4.3 Changes in Premium: EIC may adjust the Premium rates effective as of any Premium Due Date upon 30 days prior written notice to Employer Group if (i) actual enrollment should deviate by + or - 5% or more during the current Contract Year; (ii) necessary to reflect changes in applicable law or regulation (including a CMS required adjustment to Employer Group's Retiree Benefit Plan or the requirement by CMS to cover a new drug); or (iii) a judicial decision has a material impact on the cost of providing Covered Benefits to Members.

4.4 Premium Adjustments: EIC will make retroactive adjustments to Employer Group's billings for the termination of Members by CMS which have not been posted to previous billings. Such retroactive adjustments will be made in the form of Premium credits. EIC will reduce any Premium credits by the amount of any payments EIC may have made on behalf of such Members, including Claim payments before EIC was informed their coverage had been terminated.

4.5 Member Premium Contributions: Employer Group shall comply with the following conditions with respect to Premium Contributions made by Members:

4.5.1 Limitations on Employer Group Subsidies. Employer Group may subsidize different amounts for different classes of Members, provided such classes are reasonable and based on objective business criteria, such as years of service, business location, job category, and nature of compensation (e.g., salaried vs. hourly). However, Premium Contribution levels cannot vary for Members within a given class, nor can classes of Members be based on eligibility for Low Income Subsidies ("LIS") provided by CMS for certain individuals.

4.5.2 Identification of Low Income Subsidy ("LIS") Eligible Individuals. EIC will identify and notify Employer Group of Members who are eligible for LIS. Said individuals may be eligible for Low Income Premium subsidy payments ("LIPs") and Low Income Cost subsidy payments ("LICs").

4.5.3 LIPs: During implementation, Employer Group shall provide its Retiree Benefit Plan to EIC and the parties will review same to determine, among other factors, if any Members are making Premium Contributions. If any Members are doing so, Employer Group will notify EIC if Employer Group opts to have EIC (i) issue LIPs checks directly to LIPs-eligible Members; or (ii) provide checks to Employer Group for said amounts which Employer Group will issue to appropriate Members, and thereafter attest to the fact that Employer Group has appropriately done so.

If Employer Group notifies EIC during implementation that Employer Group wants to issue checks to LIPs-eligible Members, EIC shall provide data with each invoice statement identifying the name of each LIPs-eligible Member, and the amount of LIPs that must be refunded to said Member. Employer Group must refund the identified LIPs payments to Members within forty-five (45) days of EIC's receipt of such amounts from CMS, document how the LIPs amounts were refunded, and provide an attestation to EIC that the LIPs amounts have been properly refunded. Further, if EIC is to send out checks, Employer Group must provide EIC with accurate Member addresses as a condition of such checks being mailed directly to Member.

Employer Group acknowledges that CMS requires that any LIPs amounts must first be used to reduce any portion of the monthly Premium paid by the Member (or on the Member's behalf), with any remaining portion of the LIPs amount then applied toward the portion of any monthly Premium paid for the Member by Employer Group. However, if the sum of the Member's financial contribution to monthly Premium and Employer Group's financial contribution to monthly Premium is less than the monthly LIPs amount, any portion of the LIPs amount above the total monthly Premium must be returned to EIC and, in turn, refunded to CMS by EIC.

4.5.4 LICs: EIC will be responsible for providing LICs to Members at the point of sale. In the event that incorrect amounts of LICs are paid to Members, and additional amounts need to be paid or withheld thereafter, EIC will be responsible for ensuring said corrections are made and creating a record of such transactions as required by CMS.

4.5.5 Other Member Financial Assistance: Employer Group understands that some Members are entitled to receive other financial assistance through State Pharmaceutical Assistance Programs (SPAPs) or other programs. Such

financial assistance may take the form of premium assistance or assistance to lower the cost of copayments, coinsurance or the cost of drugs. The parties agree that EIC will handle all such premium assistance as described in Section 4.5.3 for LIPs, and EIC will handle all copayment/coinsurance/cost assistance as described in Section 4.5.4 for LICs. Employer Group acknowledges that it may be liable for any inappropriate retention of premium assistance, and Employer Group will forward to EIC any funds that it is not entitled to retain, after which EIC will refund said monies as is required.

4.5.6 Premium Payment Method: Employer Group acknowledges that all Premium payments due under this Employer Group Policy are paid to EIC by Employer Group and that EIC does not bill Members.

4.5.7 Late Enrollment Penalty ("LEP"): Employer Group acknowledges that CMS requires Plan Beneficiaries to maintain creditable coverage. If a Plan Beneficiary does not maintain creditable coverage for more than 63 consecutive days, CMS assesses a LEP to that beneficiary once creditable coverage is reinstated. This penalty is not included in EIC's Premium. EIC will invoice Employer Group for any LEP that is owed by a Member, identifying at the time of the invoice the name of the Member, and the amount owed. Employer Group will be obligated to pay the LEP amount invoiced to EIC. However, Employer Group may collect the LEP from the Member. EIC will notify Employer Group of Members owing LEPs, as EIC is notified by CMS of these Members, and such notice will be provided on or before the date when EIC invoices Employer Group for the LEPs.

If Employer Group or any Member has documentation that the Member did have continuous creditable coverage, Employer Group may attest to same and EIC will submit a request for rescission of the LEP and a refund from CMS. EIC will pass through to Employer Group any LEP amounts reimbursed by CMS. In the event that CMS determines and notifies EIC that a LEP was wrongly or inaccurately assessed, EIC will notify Employer Group and pass through to Employer Group any LEP amounts reimbursed by CMS.

4.5.8 Federal Income Related Monthly Adjustment Amount ("IRMAA"): Employer Group acknowledges that under IRMAA, if a Member's modified adjusted gross income threshold is exceeded, the Member is required to pay Medicare a higher fee. This payment is made by the Member directly to Medicare and is not included in Employer Group's Premium paid to EIC.

4.5.9 Member's Non-Payment of Premium: Employer Group acknowledges that failure of a Member to pay any portion of Premium required under Employer Group's Retiree Benefit Plan shall not release Employer Group's obligation to pay Premiums due hereunder.

If a Member is to be terminated from the EGWP for non-payment of Premium, Employer Group must give the Member at least twenty-one (21) days advance written notice. This notice must be received by the Member at least twenty-one (21) days from the effective date of disenrollment. This should be taken into consideration when establishing the timing for payment of any Member Premium under Employer Group's Retiree Plan.

4.6 Contingent Premium Refund: EIC shall refund to Employer Group ninety percent (90%) of the Premium correlating to the difference between the Employer Group Target Loss Ratio of eighty percent (80%) and the Actual Loss Ratio which is lower than eighty percent (80%). For purposes of this Section, the "Loss Ratio" (also known as the Medical Loss Ratio or MLR) is the Insurance Losses divided by Net Premium. Insurance Losses are claims costs less Member and CMS cost share. Net Premium is the Member Premium plus direct CMS subsidy, less commissions. If the Actual Loss Ratio for the contract year is below eighty (80%), EIC will refund to Employer Group ninety (90%) of such portion of the Premium paid that results in an eighty (80%) MLR. Employer Group may audit, no more than once annually, the calculation of the Premium refund based on the aggregate files for claims, CMS Monthly Membership Reports (MMR), and CMS Prescription Drug Event (PDE) records used by EIC to calculate same.

SECTION 5 – EMPLOYER GROUP's AND EIC's ADDITIONAL RESPONSIBILITIES

5.1 Provision of Information: Employer Group shall furnish to EIC, on a monthly basis (or as otherwise required), on EIC's form (or such other form as EIC may reasonably approve) by electronic methods (or such other means as EIC may reasonably approve), such information as EIC may reasonably require to administer this Employer Group Policy. This includes, but is not limited to, each Member's Health Insurance Claim Number (HICN), Medicare Beneficiary Identifier (MBI) or its equivalent, needed to enroll members of Employer Group and process Member terminations or status changes. EIC will not be liable to Members for the fulfillment of any obligation prior to information being received in a form satisfactory to EIC.

Employer Group certifies, based on best knowledge, information and belief, that all enrollment and eligibility information that has been or will be supplied to EIC is accurate, complete and truthful. Employer Group acknowledges that EIC can and will rely on such enrollment and eligibility information in determining whether an individual is eligible for Covered Benefits under this Employer Group Policy.

5.2 Maintenance of Information and Records: Employer Group and EIC shall maintain Information and Records (as such terms are defined in Section 5.3 below) for the longer of: (i) a period of ten (10) years from the end of the final contract period under which EIC offers Covered Benefits hereunder, or (ii) the date the U.S. Department of Health and Human Services, the Comptroller General or their designees complete an audit. This Section 5.2 shall survive the termination of this Employer Group Policy, regardless of the cause of the termination.

5.3 Access to Information and Records: Employer Group and EIC shall provide to federal, state and local governmental authorities having jurisdiction, directly or through their designated agents (collectively "Auditors") upon request, access to all books, records and other papers, documents, materials and other information (including, but not limited to, contracts and financial records) whether in paper or electronic format, relating to this Employer Group Policy (together "Information and Records"). Employer Group agrees to provide EIC and Auditors with access to Information and Records, at Employer Group's offices during regular business hours and upon reasonable advance request, for as long as such records are maintained as required in Section 5.2 above. Employer Group agrees to supply copies of Information and Records within fourteen (14) calendar days of Employer Group's receipt of the request, where practicable, and in no event later than the date required by any applicable law or regulatory authority. EIC also agrees to provide Auditors with reasonable access to relevant information and records. This Section 5.3 shall survive the termination of this Employer Group Policy, regardless of the cause of termination.

5.4 Policies and Procedures; Compliance Verification: Employer Group shall substantially comply with all reasonable policies and procedures established by EIC in administering and interpreting this Employer Group Policy. Employer Group shall, upon request, provide a certification of its substantial compliance with EIC's participation and contribution requirements and the requirements for a group as defined under 42 CFR 423.100, et. seq.

5.5 Forms: Unless otherwise agreed, and with the exception of the initial letter transmitted by Employer Group to Members to provide Members with an opt-out right from Employer Group's Medicare Part D program, EIC shall distribute all materials to Members regarding enrollment, plan features, including Covered Benefits and exclusions and limitations of coverage. Employer Group shall, within no fewer than thirty (30) calendar days of receipt from an Eligible Individual, forward all completed enrollment information and other required information to EIC. Coverage for any new Eligible Individuals shall not be effective until such information has been provided to EIC and the individual has been accepted for membership by CMS.

5.6 Member Correspondence: Once an Eligible Individual is enrolled in the Employer Group Policy, the Eligible Individual will receive documents and correspondence from EIC as required by CMS. This may be new to Members previously covered by Employer Group's prior benefit plan. Members will receive an Evidence of Coverage (EOC) that explains the rules for coverage under the Employer Group Policy, an annual notice of any changes to the benefits (ANOC), and other correspondence related to the services to be provided (i.e. Medication Therapy Management).

5.7 Employer Group Acknowledgments: Employer Group acknowledges and agrees that it may not make changes to Employer Group's Retiree Benefit Plan during the Term of Coverage without EIC's prior written approval.

SECTION 6 – RENEWAL AND TERMINATION

6.1 Renewal of Employer Group Policy: This Employer Group Policy does not automatically renew. However, EIC shall, at least sixty (60) days prior to the end of the Term of Coverage, provide Employer Group with a quote for coverage for a subsequent Term of Coverage; unless EIC will no longer offer an EGWP plan in any service areas covered under this Employer Group Policy because: (i) CMS terminates or otherwise non-renews EIC's EGWP contract with CMS, (ii) non-approval of the Supplemental Benefit Plan filings with applicable State agencies, or (iii) EIC provides CMS with notice of its intention to non-renew its EGWP contract or reduce the service areas referenced in its Medicare Part D contract with CMS. Upon acceptance of the quote, EIC shall issue a new Employer Group Policy for a subsequent Term of Coverage.

6.2 Termination by Employer Group: Employer Group may terminate this Employer Group Policy without cause by giving EIC written notice of termination at least 90 days prior to the termination date. Employer Group will remain responsible for any and all outstanding premium payments due for the remainder of the term.

6.3 Termination by EIC: EIC may terminate this Employer Group Policy as of the last day of the Grace Period if the Premium remains unpaid at the end of the Grace Period.

This Employer Group Policy may also be terminated by EIC as follows:

- (a) Immediately upon notice to Employer Group if Employer Group has performed any act or practice that constitutes fraud or made any intentional misrepresentation of a material fact relevant to the coverage provided under this Employer Group Policy;
- (b) Upon 30 days written notice to Employer Group if Employer Group (i) ceases to meet Medicare Part D requirements for an employer group; or (ii) changes its eligibility or participation requirements without EIC's consent;
- (c) Upon 180 days written notice to Employer Group (or such shorter notice as may be permitted by applicable law, but in no event less than 30 days) if EIC ceases to offer a product or coverage in a market in which Members covered under this Employer Group Policy reside;
- (d) Upon 30 days written notice to Employer Group for any other reason consistent with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or by applicable federal rules and regulations, as amended.

6.4 Effect of Termination: Except as otherwise stated below, no termination of this Employer Group Policy will relieve either EIC or Employer Group from any obligation incurred before the date of termination. When terminated, this Employer Group Policy and all coverage provided hereunder will end at 11:59 p.m. on the effective date of termination. EIC may charge Employer Group a reinstatement fee if coverage is terminated and subsequently reinstated under this Employer Group Policy.

6.5 Notices to Members: It is the responsibility of Employer Group to notify the Members of the termination of this Employer Group Policy in accordance with applicable laws, CMS requirements, and EIC's policies and procedures. EIC reserves the right to notify Members of termination of this Employer Group Policy for any reason, including non-payment of Premium or fees. In addition, Employer Group shall provide written notice to Members of their rights upon termination of coverage in accordance with the EOC and applicable CMS requirements.

SECTION 7 – CONFIDENTIALITY AND PRIVACY OF INFORMATION

7.1 Compliance with Privacy Laws: Employer Group will abide by all applicable laws and regulations regarding the confidentiality of individually identifiable health and other personal information, including the privacy requirements of HIPAA.

7.2 Disclosure of Protected Health Information: EIC will not provide protected health information ("PHI"), as defined in HIPAA, to Employer Group, and Employer Group will not request PHI from EIC, unless Employer Group complies with all

applicable HIPAA requirements. Employer Group, for itself and its employees, agrees that PHI shall not be used for any impermissible purpose, including, without limitation, the use of PHI for disciplinary or discriminatory purposes, and any user names and passwords assigned to designated individuals shall be not shared with non-designated individuals. Employer Group and EIC shall execute a HIPAA Business Associate Agreement.

7.3 Brokers and Consultants: To the extent any broker or consultant engaged by Employer Group receives PHI in the underwriting process or for any other reason, Employer Group understands and agrees that such broker or consultant is acting on behalf of Employer Group and not EIC. EIC is entitled to rely on Employer Group's representations that any such broker or consultant is authorized to act on Employer Group's behalf and entitled to have access to the PHI under the relevant circumstances.

7.4 Confidentiality: Except as otherwise stated herein or required by law, neither party hereto shall disclose any information of, or concerning the other party which has either been provided by one party to the other or obtained by a party in connection with this Employer Group Policy (including this Employer Group Policy and the terms of this Employer Group Policy) or related to the services rendered under this Agreement, all of which information is deemed confidential information. All data, information, and knowledge supplied by a party hereto shall be used by the other party exclusively for the purposes of performing under this Policy. Upon termination of this Policy, each party shall return to the other party or destroy (if such destruction is certified) all confidential information provided including, without limitation, all copies and electronic magnetic versions thereof. Notwithstanding any of the foregoing to the contrary, "confidential information" shall not include any information which was known by a party prior to receiving it from the other party, or that becomes rightfully known to a party from a third party under no obligation to maintain its confidentiality, or that becomes publicly known through no violation of this Policy.

SECTION 8 – MISCELLANEOUS

8.1 Independent Contractors: EIC and Employer Group are independent contractors. Notwithstanding anything herein to the contrary, neither party hereto, nor any of its respective employees, shall be construed to be the employee, agent, or representative of the other for any reason, or liable for any acts of omission or commission on the part of the other.

8.2 Relationship Between EIC and Network Providers: Employer Group acknowledges that the relationship between EIC and Network Providers is a contractual relationship among independent contractors. Network Providers are neither agents nor employees of EIC, nor is EIC an agent or employee of any Network Provider. Network Providers dispense covered drugs to Members, and EIC administers and determines plan benefits. EIC negotiates contracts with pharmacies, pharmaceutical manufacturers, and vendors on its own behalf and not specifically or exclusively for Employer Group. Network Providers are solely responsible for any services rendered to EIC Members. EIC makes no express or implied warranties or representations concerning the qualifications, continued participation, or quality of services of any Network Provider. A Network Provider's participation may be terminated at any time without advance notice to the Employer Group or Members, subject to applicable law.

Employer Group further acknowledges that EIC is neither an operator of pharmacies nor exercises control over the professional judgment used by any pharmacist when dispensing drugs or medical supplies to Members. Nothing in this Employer Group Policy shall be construed to usurp the dispensing pharmacist's professional judgment with respect to the dispensing or refusal to dispense any drugs or medical supplies to Members. EIC does not indemnify Members or Employer Group, and Employer Group hereby releases EIC, from any liability arising from the dispensing of drugs or medical supplies by any pharmacy to Members.

8.3 Limited Indemnification and Limitation of Liability: EIC shall indemnify and hold harmless Employer Group for that portion of any liability, settlement and related expense (including the reasonable cost of legal defense) which was caused solely, directly and independently by EIC's fraud, willful misconduct, criminal misconduct, negligence, or material breach of this Employer Group Policy. Employer Group shall indemnify and hold harmless EIC for that portion of any liability, settlement and related expense (including the reasonable cost of legal defense) which was caused solely, directly and independently by

Employer Group's fraud, willful misconduct, criminal misconduct, negligence (including, without limitation, untimely, inaccurate, incomplete, or conflicting eligibility information), or material breach of this Employer Group Policy.

The party seeking indemnification under this Section 8.3 must notify the indemnifying party promptly in writing of any actual or threatened action, suit or proceeding to which it claims such indemnity applies. Failure promptly to so notify the indemnifying party shall be deemed a waiver of the right to seek indemnification.

The parties agree that in no event shall the indemnity obligations under this Section 8.3 apply to that portion of any liability, settlement and related expense caused by (a) EIC's acts or omissions undertaken at the direction of Employer Group or Employer Group's agent; or (b) Employer Group's act or omission undertaken at EIC's expressed written direction.

Notwithstanding the indemnification obligations set forth above (i) each party's liability to the other hereunder will in no event exceed the actual proximate losses or damages caused by breach of this Employer Group Policy; and (ii) in no event will either party or any of their respective affiliates, directors, employees or agents, be liable for any indirect, special, incidental, consequential, exemplary or punitive damages, or any damages for lost profits relating to a relationship with a third party, however caused or arising, whether or not they have been informed of the possibility of their occurrence. Except in cases of fraud or the inappropriate disclosure of PHI, the rights of the parties hereto for indemnification relating to this Employer Group Agreement or the transactions contemplated herein shall be strictly limited to the those contained in this Section 8.3 and such indemnification rights shall be the exclusive remedies of the parties with respect to any matter arising under or in connection with this Employer Group Agreement.

The indemnification obligations of the parties shall terminate upon the expiration of this contract except as to any matter concerning a claim which has been asserted by notice to the other party at the time of such expiration or within 365 days thereafter.

8.4 Delegation and Subcontracting: Employer Group acknowledges and agrees that EIC may enter into arrangements with its affiliates and other subcontractors to perform certain functions hereunder such as the provision of the provider network, utilization management, customer service, quality assurance and provider credentialing, as EIC deems appropriate. EIC shall remain responsible for the performance of any such delegated functions.

8.5 Prior Agreements; Severability: As of the Effective Date of Service, this Employer Group Policy replaces and supersedes all other prior agreements between EIC and Employer Group, as well as any other prior written or oral understandings, negotiations, discussions or arrangements between the parties, related to matters covered by this Employer Group Policy or the documents incorporated herein. If any provision of this Employer Group Policy is deemed to be invalid or illegal, that provision shall be fully severable and the remaining provisions of this Employer Group Policy shall continue in full force and effect.

8.6 Amendments: This Employer Group Policy may be amended as follows: This Employer Group Policy shall be deemed to be automatically amended to conform to all rules and regulations promulgated at any time by any state or federal regulatory agency or authority having supervisory authority over EIC; or by written agreement executed by both EIC and Employer Group. Except for said automatic amendments, all amendments to this Employer Group Policy must be approved and executed by EIC and Employer Group. No employee, entity, or individual has the authority to (i) modify this Employer Group Policy; (ii) waive any of its provisions, conditions, or restrictions; (iii) extend the time for making a payment; or (iv) bind EIC by making any other commitment or representation or by giving or receiving any information.

8.7 Clerical Errors: Clerical errors or delays by EIC in keeping or reporting data relative to coverage will not reduce or invalidate a Member's coverage. Upon discovery of an error or delay, an adjustment of Premiums shall be made to reflect the cost of the error or delay. EIC may also modify or replace an Employer Group Policy, EOC or other document issued in error.

8.8 Claim Determinations and Administration of Covered Benefits: EIC has complete authority to review all claims for Covered Benefits as defined in the EOC under this Employer Group Policy. In exercising such responsibility, EIC shall have

discretionary authority to determine whether and to what extent Members are entitled to coverage and to construe any disputed or doubtful terms under this Employer Group Policy, the EOC or any other document incorporated herein. The administration of Covered Benefits and of any appeals filed by Members related to the processing of claims for Covered Benefits shall be conducted in accordance with the EOC and CMS regulations.

8.9 Third Party Billing: EIC may engage a third party entity to provide billing services on behalf of EIC under this Employer Group Policy. The third party entity is not and should not be considered a third-party beneficiary.

8.10 Misstatements: If any fact as to Employer Group or a Member is found to have been misstated, an equitable adjustment of Premiums may be made. If the misstatement affects the existence or amount of coverage, the true facts will be used in determining whether coverage is or remains in force and its amount.

8.11 Incontestability: Except as to a fraudulent misstatement, or issues concerning Premiums due, no statement made by Employer Group or any Member shall be the basis for voiding coverage or denying coverage or be used in defense of a claim unless it is in writing.

8.12 Assignability: No rights or benefits under this Employer Group Policy are assignable by either EIC or Employer Group to any third party unless approved, in writing, by all parties.

8.13 Waiver: EIC's failure to implement, or insist upon compliance with, any provision of this Employer Group Policy or the terms of the EOC incorporated hereunder, at any given time or times, shall not constitute a waiver of EIC's right to implement or insist upon compliance with that provision at any other time or times. This includes, but is not limited to, the payment of Premiums or Covered Benefits. This applies whether or not the circumstances are the same.

8.14 Third Parties: This Employer Group Policy shall not confer any rights or obligations on third parties except as specifically provided herein.

8.15 Non-Discrimination: Employer Group agrees to make no attempt, whether through differential contributions or otherwise, to encourage or discourage enrollment of Eligible Individuals in EIC based on health status or health risk.

8.16 Applicable Law: This Employer Group Policy shall be governed and construed in accordance with applicable federal law and the applicable law, if any, of the State of Ohio, without regard to its conflict principles. Employer Group acknowledges that EGWP's and this Employer Group Policy are governed by federal law and the regulations promulgated by CMS for Medicare Part D Prescription Drug Plans.

8.17 Use of the EIC's Name and all Symbols, Trademarks, and Service Marks: EIC reserves the right to control the use of EIC's name and all symbols, trademarks, and service marks presently existing or subsequently established. Employer Group agrees that it will not use such name, symbols, trademarks, or service marks in advertising or promotional materials or otherwise without EIC's prior written consent and will cease any and all usage immediately upon EIC's request or upon termination of this Employer Group Policy.

8.18 Dispute Resolution

8.18.1 Mediation: If either party to this Employer Group Policy should declare a breach of this Employer Group Policy, or if any dispute arises from this Employer Group Policy or the subject of this Employer Group Policy, the parties shall first submit the matter to non-binding mediation (not arbitration) and attempt to resolve the matter, in good faith, prior to the institution of any arbitration or any other legal action. The parties agree that arbitration or any other legal action may be initiated only after each party has presented its case to a qualified mediator associated with a professional mediation firm and such mediator has declared an impasse. Any statements made at such mediation shall be for settlement purposes only and shall not be construed to be an admission. A party demanding mediation shall be entitled to obtain a court order mandating mediation if the other party does not agree to commence mediation within thirty (30) days after written demand. The fees and

costs incurred by the party seeking such court order shall be reimbursed by the other party; otherwise, each party shall pay its own costs of mediation. All such mediation proceedings shall be conducted on a confidential basis. The mediation shall be conducted in Cleveland, Ohio.

8.18.2 Arbitration: Any controversy, claim or dispute arising out of or relating to this Employer Group Policy or the breach thereof, whether in tort or in contract, in law or in equity, shall be exclusively settled by confidential binding arbitration in accordance with the commercial rules of the American Arbitration Association (AAA) then in effect. Such arbitration may be initiated by either party, only upon declaration by the mediator of an impasse as required in the mediation above, by providing the other party with a written demand for arbitration. If both parties provide a demand for arbitration within the same calendar day, the party which initiated the mediation above shall be deemed to be the plaintiff. A response to the demand for arbitration, and any affirmative defenses or counter-demands, shall be delivered to the initiating party within fifteen (15) calendar days (not counting weekends or federal holidays) of delivery of the demand for arbitration. There shall be a single qualified arbitrator mutually chosen by the parties in accordance with the selection and appointment procedures of the AAA, subject to the following: The arbitrator shall be reasonably familiar with the business of pharmacy benefits management and have at least two (2) years of experience arbitrating matters related to the administration of health care services or health insurance. Should the list of arbitrators provided by the AAA fail to contain a qualified arbitrator, the parties may select a qualified arbitrator not associated with the AAA. The fees charged by the AAA and costs of the arbitrator (e.g. compensation, travel, etc.) related to the arbitration shall be borne equally by the parties. To the extent AAA rules do not address a particular procedure, including, without limitation, the timing, content, and scope of discovery, the arbitrator shall, after consulting with the parties, determine such procedure. The decision of the arbitrator shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. All such arbitration proceedings shall be conducted on a confidential basis and shall not be disclosed by either party. The arbitration shall be conducted in Cleveland, Ohio.

8.19 CMS Contract: This Employer Group Policy is subject to the annual renewal of EIC's Medicare Part D contract with CMS. Covered Benefits and/or Premiums are also subject to change at the beginning of any subsequent Term of Coverage under this Employer Group Policy. Except as otherwise provided herein, Increases in Premiums and/or decreases in Covered Benefits are only permitted at the beginning of a subsequent Term of Coverage under this Employer Group Policy. Should CMS cancel EIC's contract as a Medicare Part D contractor or should EIC decide not to continue as a Medicare Part D contractor, Members shall be given notice of such termination in accordance with the EOC and any applicable laws, rules and regulations, including, without limitation, CMS requirements.

8.20 Force Majeure: EIC shall not be deemed to have breached this Employer Group Policy or be held liable for any failure or delay in the performance of all or any portion of its obligations under this Employer Group Policy if prevented from doing so by a cause or causes beyond its control. Without limiting the generality of the foregoing, such causes include acts of God or the public enemy, fires, floods, storms, earthquakes, riots, strikes, boycotts, lock-outs, acts of terrorism, acts of war or war-operations, restraints of government, power or communications line failure or other circumstances beyond such party's control, or by reason of the judgment, ruling or order of any court or agency of competent jurisdiction, or change of law or regulation (or change in the interpretation thereof) subsequent to the execution of this Employer Group Policy. If due to circumstances not within EIC's reasonable control, including but not limited to major disaster, epidemic, complete or partial destruction of facilities, riot, civil insurrection, disability of a significant part of EIC's Network Providers or entities with whom EIC has contracted for services under this Employer Group Policy, or similar causes, the provision of benefits provided under this Employer Group Policy is delayed or rendered impractical, EIC shall not have any liability or obligation on account of such delay or failure to provide services, except to refund the amount of the unearned prepaid Premiums held by EIC on the date such event occurs. EIC is required only to make a good-faith effort to provide or arrange for the provision of services, taking into account the impact of the event. This Section 8.20 shall not be considered to be a waiver of any continuing obligations under this Employer Group Policy, including, without limitation, the obligation to make payments.

8.21 Notices: Any notice required or permitted under this Employer Group Policy shall be in writing and shall be deemed to have been given on the date when delivered in person; or, if delivered by first-class United States mail, on the date mailed, proper postage prepaid, and properly addressed to the address set forth in the Employer Group Application or Cover Sheet,

or to any more recent address of which the sending party has received written notice or, if delivered by facsimile or other electronic means, on the date sent by facsimile or other electronic means.

8.22 Representations: Employer Group represents and warrants that to the best of its knowledge: (i) the entering into this Employer Group Policy is not in violation of any other agreement; (ii) has no undisclosed conflicts of interest; and (iii) it maintains, and shall continue to maintain throughout the term of this Employer Group Policy, any and all applicable licenses, governmental authority, or other authorization required to operate an entity of its type. EIC represents that (i) there are no organizational arrangements that could potentially create a conflict of interest that affects clinical or financial decisions; and (ii) it maintains, and shall continue to maintain throughout the term of this Employer Group Policy, any and all applicable licenses, governmental authority, or other authorization required to operate an entity of its type.

The following are Exhibits to this Employer Group Policy:

Exhibit 1:	Summary of Benefits
Exhibit 2:	Evidence of Coverage
Exhibit 3:	Supplemental Benefits Plan

[SIGNATURE PAGE FOLLOWS]

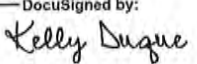
2022 MEDICARE EMPLOYER GROUP POLICY

SIGNATURE PAGE

IN WITNESS WHEREOF, EIC and Employer Group have caused this Employer Group Policy to be executed by their respective authorized officers.

ELIXIR INSURANCE COMPANY:

EMPLOYER GROUP:

By:  _____
C479E6822A3E422...
kelly Duque VP Business & Market Development
Print Name & Title

Address:

Elixir Insurance Company
2181 East Aurora Road
Twinsburg, OH 44087
PH: 330-405-8080
FX: 330-405-8081

By: _____

Print Name & Title

Address:

Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721
PH: 559-457-3596
FX: _____
E-MAIL: _____
FEIN: _____

APPROVED AS TO FORM

 11/18/2021
Andrew De La Torre, Executive Director
Benefits & Risk Management

EXHIBIT 3
FEES, DRUG PRICING, AND PERFORMANCE
GUARANTEES FOR THE SUPPLEMENTAL
BENEFITS PLAN

Administrative Fee (Payable to Elixir; not including fees payable to Plan Sponsor's TPAs, consultants, or brokers, if any)

For Contract Year 2022: \$0.00 Per Member, Per Month (PMPM)

SUPPLEMENTAL BENEFITS PLAN PERFORMANCE GUARANTEE

Effective January 1, 2022, Elixir shall provide the Performance Guarantee specified below for the Supplemental Benefits Plan only. Elixir shall provide Plan Sponsor with a Performance Guarantee report within ninety (90) days after the end of any Contract Year.

The total amount of penalties payable by Elixir in any Contract Year shall not exceed \$5,000 during applicable Contract Year. Failure to meet the Performance Guarantee below shall not be deemed to be a breach of this Policy. The Performance Guarantee shall be measured annually on a client specific basis.

Any penalties assessed against Elixir pursuant to this Policy will be credited against future billings to Plan Sponsor in accordance with the execution of this Policy and Elixir's standard procedures.

In the event that any failure by Elixir to meet any Performance Guarantee is due to a force majeure as defined in this Policy, failure by Plan Sponsor to perform its obligations under this Policy, or actions or inactions of Plan Sponsor that adversely impact Elixir's ability to maintain the Performance Guarantee(s), Elixir will be excused from compliance with such Performance Guarantee(s) until such circumstances have been resolved and any existing backlogs or other related effects have been eliminated.

The following Performance Guarantees shall apply through 12/31/2022, for services that have been fully delegated to Elixir:

Performance Standard	Measurement Period	Annual Penalty
DAW penalties will be accurately applied to members accessing brand medications and will not be applied in situations where the generic equivalent is excluded from coverage. The performance guarantee will require that Fresno Unified School District report to Elixir on a monthly basis all instances of non-compliance.	Annually	\$1,000 per instance up to a maximum of \$5,000

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 08, 2021

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 Renewal Agreement with Kaiser Permanente

ITEM DESCRIPTION: Included in the Board binders is a renewal agreement with Kaiser Permanente to provide medical services on behalf of benefit eligible employees and retirees. The district has offered medical benefit coverage through Kaiser Permanente since April 01, 2012. Kaiser is one of two different medical networks under which district employees and retirees access medical care.

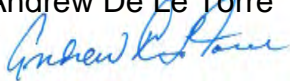
Currently, there are approximately 3,154 enrolled members (including dependents) accessing medical services from Kaiser Permanente. The services provided by Kaiser Permanente are on a fully insured basis, meaning the district pays an agreed upon per member per month rate for the coverage without any further claim cost responsibility.

The renewal agreement provides for services effective January 01, 2022 through December 31, 2022. The cost of services for active employees and early retirees (pre-65) during this renewal period will increase by 3.46% to \$1,199 per member per month. The cost of services for Kaiser Senior Advantage retirees (post-65) will decrease by 4.1% to \$279 per member per month. The total annual cost of services for all enrolled members (active, pre-65 retirees, post-65 retirees, and respective dependents) is estimated to be \$17.1 million with approximately 98% of this cost attributed to active employees, early retirees, and their dependents.

These services are in alignment with the Joint Health Management Board's established goals and responsibilities for providing high quality health care to active employees and retirees.

FINANCIAL SUMMARY: Annual estimated cost of \$17.1 million is available in the Internal Service Health Fund.

PREPARED BY: Andrew De Le Torre
Executive Director

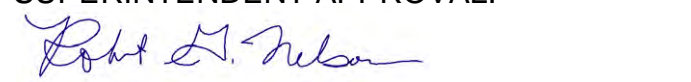


DIVISION: Administrative Services
PHONE NUMBER: (559) 457-6226

CABINET APPROVAL: Santino Danisi
Chief Financial Officer



SUPERINTENDENT APPROVAL:



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Kaiser Permanente
Vendor Name
(559) 448-3753
Phone Number

From: 01/01/2022

Term (Duration)

FUSD Contract Administrator:
Andrew DeLaTorre

Name

P.O. Box 23448, San Diego, CA 92193
Address

Wade J. Overgaard
Vendor Contact

Through: 12/31/2022

Benefits & Risk Managment 457-3596
Site/ Dept **Telephone number**

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

670-0841-0880-0000-6000-5852

Annual Cost \$16 million (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:

Kaiser Permanente to provide medical services on behalf of benefit eligible employees and retirees. The District has offered medical benefit coverage through Kaiser Permanente since April 01, 2012. Kaiser is one of two different medical networks under which district employees and retirees access medical care.

Date Item is to appear on **Board of Education Agenda:** 12/08/2021 **Agenda Item #** **(Contracts of \$15,000.00 or more)**

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


Signed **Date**

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

 11/18/2021
Signed **Date**

Please return signed contract to:

Mai Moua
Name

Benefits & Risk Management 457-3562
Department



October 1, 2021

SANTINO DANISI, CFO/DEPUTY SUPERINTENDENT
FRESNO UNIFIED SCHOOL DISTRICT
2309 TULARE ST
FRESNO, CA 93721-2266

Re: Renewal *Group Agreement* for Group ID # 603815
Renewal effective date: 01/01/2022

Dear SANTINO DANISI,

We value being your health care partner, and look forward to continuing to work with you to provide your subscribers with quality care well into the future.

Enclosed, please find the new *Group Agreement* between FRESNO UNIFIED SCHOOL DISTRICT and Kaiser Foundation Health Plan, Inc., Northern California Region, for the contract period January 1, 2022, through December 31, 2022. For a summary of the most important changes, see the enclosed 2022 *Notice*. Review these documents carefully and keep the *Group Agreement* for your records. Also, be sure to sign and mail the enclosed *Agreement Signature Page* to us as described on the Signature Page document.

If your group doesn't want to renew the *Group Agreement*, you'll need to give us advance written notice, as described under "Termination on Notice" in the "Termination of Agreement" section of your *Group Agreement*.

Your new monthly rate

See the "Calculating Premiums" section of the enclosed *Group Agreement* for your new premium rate, which will start January 1, 2022.

Your premium rates may have been affected by a variety of factors, including:

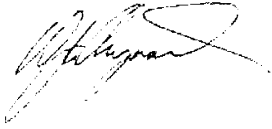
- The periodic adjustment of base rates, resulting from changes in the costs of delivering care
- Changes in your group's size or demographics
- Changes to the risk characteristics of your group
- Your group's actual claims experience, depending on your group size

If you have any questions or need enrollment or enrollee materials for your subscribers, please contact your Kaiser Permanente account manager, Dorrenda Thomas, at 559-448-3753.

If you receive the *Group Agreement* or enrollment materials in electronic form, you are not authorized to modify or alter in any way the text or the formatting of these documents. If you post the electronic documents on your intranet site, you must do so in such a way so as to permit your subscribers to download and print a complete and accurate copy of the materials. Please refer to the *Group Agreement* for details about these requirements.

Thank you for continuing to offer Kaiser Permanente to your subscribers.

Sincerely,

A handwritten signature in black ink, appearing to read 'Wade J. Overgaard', written in a cursive style.

Wade J. Overgaard
Senior Vice President, Health Plan Operations

cc:

ANDREW DE LA TORRE
LUANN MCSWIGGEN
GIOVANNI PACHECO

Agreement Signature Page

Acceptance of Agreement

Group acknowledges acceptance of this *Agreement* by signing the Signature Page and returning it to Health Plan. If Group does not return it to Health Plan, Group will be deemed as having accepted this *Agreement* if Group pays Health Plan any amount toward Premiums.

Group may **not** change this *Agreement* by adding or deleting words, and any such addition or deletion is void. Health Plan might not respond to any changes or comments submitted on or with this Signature Page. Group may not construe Health Plan's lack of response to any submitted changes or comments to imply acceptance. If Group wishes to change anything in this *Agreement*, Group must contact its Health Plan account manager. Health Plan will issue a new *Agreement* or amendment if Health Plan and Group agree on any changes.

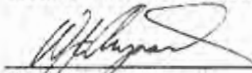
Binding Arbitration

As more fully set forth in the arbitration provision in the applicable *Evidence of Coverage*, disputes between Members, their heirs, relatives, or associated parties (on the one hand) and Health Plan, Kaiser Permanente health care providers, or other associated parties (on the other hand) for alleged violation of any duty arising out of or related to this *Agreement*, including any claim for medical or hospital malpractice (a claim that medical services or items were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered), for premises liability, or relating to the coverage for, or delivery of, services or items pursuant to this *Agreement*, irrespective of legal theory, must be decided by binding arbitration and not by lawsuit or resort to court process, except as applicable law provides for judicial review of arbitration proceedings. Members enrolled under this *Agreement* thus give up their right to a court or jury trial, and instead accept the use of binding arbitration as specified in the applicable *Evidence of Coverage* except that the following types of claims are not subject to binding arbitration:

- Claims within the jurisdiction of the Small Claims Court
- Claims subject to a Medicare appeals procedure as applicable to Kaiser Permanente Senior Advantage Members
- Claims that cannot be subject to binding arbitration under governing law

Signatures

Kaiser Foundation Health Plan, Inc., Northern California Region



Wade J. Overgaard
Authorized officer
Senior Vice President, Health Plan Operations
October 1, 2021

FRESNO UNIFIED SCHOOL DISTRICT

Authorized Group officer signature

Santino Danisi, Chief Financial Officer


Print name and title

Date

Please sign and return this copy of the signature page:

- **By mail:** Kaiser Permanente, California Service Center, P.O. Box 23448, San Diego, CA 92193-3448.
- **By fax:** 1-855-355-5334

APPROVED AS TO FORM



Andrew De La Torre, Executive Director
Benefits & Risk Management

Helpful information about disclosures that Group must make

The Group is required to provide certain disclosures about its group health plan to employees and dependents:

- As described in your *Group Agreement*, Group must notify subscribers and dependents about changes to coverage and provide an *Evidence of Coverage (EOC)*.
- If Group's group health plan is subject to Affordable Care Act (ACA) mandates, Group must provide any required ACA notices.
- If Group's group health plan is subject to ERISA, Group's plan administrator must provide a Summary Plan Description. In addition, Groups may have additional reporting and disclosure obligations under ERISA. These additional requirements are the Group's responsibility. For more information on your group health plan's obligations under ERISA, we recommend that you seek the advice of your own legal counsel. You may also find general information at <https://www.dol.gov/agencies/ebsa>. A handy Reporting and Disclosure Guide for Employee Benefit Plans is also available on that website.

In addition, the *EOCs* that are part of your *Group Agreement* provide certain notices as described in this document. The information in this document applies to commercial group coverage offered by Health Plan in its Northern and Southern California Regions (it does not apply to Medicare coverage, the Federal Employees Health Benefit Plan, or self-funded coverage). This document is not legal advice. Group should consult its own legal counsel for specific guidance related to its group health plan requirements.

Disclosures required by the ACA

The *EOCs* include the following notices required by the ACA:

- **Grandfathered status:** In *EOCs* for grandfathered coverage, a notice of grandfathered status in the "Benefit Highlights" section is provided.
- **Choice of provider.** A notice about designating a Plan Primary Care Physician (including a pediatrician for a child) is provided under "Your Personal Plan Physician" in the "How to Obtain Care" section.
- **Access to Plan obstetricians and gynecologists.** A notice that prior authorization is not required to receive care from obstetricians and gynecologists is provided under "Getting a Referral" in the "How to Obtain Care" section.
- **Claims procedure.** The procedure for post-service claims is explained in the "Post-Service Claims and Appeals" section. The procedure for all other requests for payment and services is explained in the "Dispute Resolution" section. The "Dispute Resolution" section says that binding arbitration is not required when governing law prevents the use of binding arbitration.
- **Nondiscrimination.** A nondiscrimination notice and language assistance taglines is provided.

SPD Disclosures required by ERISA

The Employee Retirement Income Security Act (ERISA) is a federal law that sets minimum standards for employee welfare benefit plans, which includes group health plans, and is established by private employers and employee organizations (e.g., unions). The plan administrator of an employee welfare benefit plan is responsible for development and distribution of a *Summary Plan Description (SPD)* to plan participants and beneficiaries. The plan administrator is an employee or designee of the employer or union plan sponsor. Health Plan underwrites group coverage that plan sponsors make available, but Health Plan is neither the "ERISA plan" nor the "plan administrator" of the group health plan.

The plan administrator of a group health plan may satisfy the Group's ERISA disclosure obligations by incorporating the *EOC* into the Group's *SPD by reference*. However, the *EOC* by itself does not satisfy the disclosure requirements under ERISA. If a disclosure required under ERISA is not in the *EOC*, or if the plan administrator chooses to not incorporate the *EOC* in the *SPD*, the plan administrator must provide the disclosure in the Group's *SPD*. If there are discrepancies between the description of Kaiser Permanente HMO-covered group health plan benefits appearing in the Group's *SPD* and those reflected in the *EOC*, the benefit description appearing in Kaiser Permanente's *EOC* will control.

The chart below identifies certain key ERISA disclosure requirements and whether those disclosures are in the *EOC*. It is intended for use as a reference tool, however, it is the plan administrator's responsibility to verify that the Group's *SPD* satisfies all ERISA disclosure requirements. For more information about ERISA, visit the Department of Labor website at <https://www.dol.gov/agencies/ebsa>.

SPD Disclosure Requirement	Evidence of Coverage (EOC)
Eligibility	The <i>EOC</i> does not explain in detail Group's eligibility requirements (there is only a summary of Health Plan eligibility requirements that appear in the "Premiums, Eligibility, and Enrollment" section). The plan administrator must include Group's specific eligibility information in the Group's <i>SPD</i> .
Special enrollment, including: <ul style="list-style-type: none"> • Special enrollment due to new dependents • Special enrollment due to loss of other coverage • Special enrollment due to eligibility for premium assistance • Special enrollment due to court or administrative order • Special enrollment due to reemployment after military service • Other special enrollment events 	<p>The <i>EOC</i> explains special enrollment rights in "Special enrollment" under "When You Can Enroll and When Coverage Begins" in the "Premiums, Eligibility and Enrollment" section. The plan administrator is required to document that plan participants and beneficiaries have been informed of these rights.</p> <p>The <i>EOC</i> does not describe the procedures governing qualified medical child support order (QMCSO) determinations or state that plan participants and beneficiaries can obtain, without charge, a copy of those procedures from the plan administrator. The plan administrator should include this information in the Group's <i>SPD</i>.</p>
Michelle's law (student status and eligibility)	Michelle's law establishes that dependent children who are under the dependent child age limit of the group health plan eligibility rules meet the eligibility age requirement whether or not they are attending school. Therefore, Health Plan provides a notice about student leaves of absence only in <i>EOCs</i> where the dependent child age limit is higher for a student than the non-student. If the student age limit is higher, the notice appears in the "Who Is Eligible" section under "Additional eligibility requirements."

SPD Disclosure Requirement	Evidence of Coverage (EOC)
<p>Description of coverage, including:</p> <ul style="list-style-type: none"> • Cost sharing • Exclusions and limitations • Prior authorization requirements • Provider network • Claims procedure 	<p>Under ERISA, a Group's <i>SPD</i> may provide only a general description of plan benefits as long as the <i>SPD</i> references a detailed schedule of benefits and incorporates it by reference. That detailed schedule of benefits can be the Health Plan <i>EOC</i>, which offers a clear description of the benefits and the rules for obtaining those benefits. If the plan administrator chooses to incorporate the <i>EOC</i> by reference into the Group's <i>SPD</i>, the Group may satisfy the ERISA coverage disclosure requirements by including the following text <i>without changes</i> as the introduction to the benefit chart in the Group's <i>SPD</i>:</p> <ul style="list-style-type: none"> • "This benefit chart provides summary information only. It does not fully describe your benefit coverage. For details on your benefit coverage, please refer to your Kaiser Foundation Health Plan, Inc. (Health Plan) <i>Evidence of Coverage</i>. The Health Plan <i>Evidence of Coverage</i> is the binding document between Health Plan and its members. • As a condition of coverage, a Health Plan physician must determine that any requested services and items are medically necessary to prevent, diagnose, or treat a medical condition. Generally, requested services and items must be provided, prescribed, authorized, or directed by a Health Plan provider. Except as otherwise noted in the Health Plan <i>Evidence of Coverage</i>, you must receive the requested services and items from a Health Plan-designated provider inside the Health Plan Service Area in which you are enrolled. • For details on the benefit and claims review and adjudication procedures, please refer to the Health Plan <i>Evidence of Coverage</i>."
Newborns' and Mothers' Health Protection Act (Newborn Act)	Health Plan covers hospital lengths of stay following childbirth for mothers and newborns in accord with the Newborn Act. To assist the plan administrator in complying with the ERISA notice requirement, a Newborn Act notice is included under "ERISA notices" in the "Miscellaneous Provisions" section of the <i>EOC</i> .
Women's Health and Cancer Rights Act (WHCRA)	Health Plan covers mastectomy and reconstructive surgery and related services as required by WHCRA. To assist the plan administrator in complying with the ERISA notice requirement, a WHCRA notice is included under "ERISA notices" in the "Miscellaneous Provisions" section of the <i>EOC</i> .
ERISA rights	The <i>EOC</i> does not include a statement of ERISA rights. The plan administrator should include this information in the Group's <i>SPD</i> .
COBRA	The <i>EOC</i> states that continuation health care coverage under federal COBRA or under state continuation coverage laws may be available following termination of group health coverage. If your employee benefit plan offers COBRA continuation coverage, your plan administrator is responsible for administration of this coverage (for example, your plan administrator is responsible for providing all notices related to continuation coverage, eligibility, and participation).

SPD Disclosure Requirement	Evidence of Coverage (EOC)
<p>Information about the employee benefit plan and how it is administered, such as:</p> <ul style="list-style-type: none"> • Name of the plan • Name and address of the entity maintaining the plan • Employer identification number, plan number, type of plan, and how it is administered • The plan administrator's authority to terminate the plan or amend benefits, circumstances that may trigger ineligibility, denial, or reduction of benefits, and rights upon termination of plan or amendment of benefits 	<p>Health Plan does not collect this information from groups and cannot include it in the <i>EOC</i>. The plan administrator must include this information in the Group's <i>SPD</i>.</p>

2022 Group Agreement Summary of Changes and Clarifications Notice Effective January 1, 2022, through December 31, 2022

Kaiser Foundation Health Plan, Inc., Northern California Region ("Health Plan") is renewing your Group's *Group Agreement* ("*Agreement*"), including the *Evidence of Coverage* ("*EOC*") documents, effective January 1, 2022 (your Group's "Anniversary Date") by sending FRESNO UNIFIED SCHOOL DISTRICT ("Group") this "*Group Agreement Summary of Changes and Clarifications Notice*" ("*Notice*") in accord with the "Term of *Agreement* and Renewal" section of your *Agreement*. This *Notice* includes a summary of the changes and clarifications that will be effective when your *Agreement* is renewed on the Anniversary Date unless a different effective date is stated. Unless otherwise indicated, the changes and clarifications described here apply to each type of coverage that will be effective upon renewal of your *Agreement*. If you have not already received your renewal contract ("*2022 Agreement*"), please contact your broker or Health Plan account manager to obtain a copy. If your Group does not wish to renew your *Agreement*, your Group must give us advance written notice in accord with "Termination on Notice" in the "Termination of *Agreement*" section of your *Agreement*.

In certain circumstances, this summary may also include changes that we made to your *Agreement* during the 2021 plan year through an amendment. This summary does not include minor changes and clarifications that Health Plan is making to improve the readability of the *Agreement* or any changes we are making at your Group's request. In addition to the changes and clarifications listed below, Health Plan will also make any changes required by law or by any state or federal agency.

The "Calculating Premiums" section of this *Notice* includes the Premiums that will be applicable to your *Agreement* upon renewal.

Note: Some capitalized terms in this *Notice* have special meaning. Please see the "Definitions" section of the applicable *EOC* document in your *Agreement* for terms you should know. In this *Notice* "Medicare *EOCs*" means Kaiser Permanente Senior Advantage *EOCs*, and "non-Medicare *EOCs*" means all *EOCs* other than Senior Advantage *EOCs*.

2022 Agreement

If you have not already received your *2022 Agreement* and your Group wants to make changes to benefits or Cost Share, please request them before your Anniversary Date. You will then receive your *2022 Agreement* shortly after you tell your Health Plan account manager about changes your Group wants to make. If you don't wish to make changes to benefits or Cost Share, you don't need to do anything to renew your *Agreement*. We will provide your Group with its *2022 Agreement* within 60 days after your Anniversary Date. If you would like to receive it sooner, please contact your Health Plan account manager.

We will provide the *2022 Agreement* to your Group online unless you have asked us to mail your Group a printed *2022 Agreement*. When we provide the *2022 Agreement* online, we will mail your Group a notice to let you know when the *2022 Agreement* is available to view and download.

Please keep in mind that unless your Group notifies us to make changes to benefits or Cost Share, your *2022 Agreement*, including the *EOC* documents, will reflect the same benefits and Cost Share information as your current *Agreement*, subject to the changes described in this *Notice*.

Global Changes to the Agreement, including EOC documents

Advanced Care at Home

In Medicare EOCs in our Northern California Region, we have added coverage under "Hospital Inpatient Care" for inpatient care covered at home (Advanced Care at Home) for Members who reside in Contra Costa and Solano Counties.

COBRA and Cal-COBRA Premiums

In the Agreement, we have renamed the "COBRA and Cal-COBRA Billing Charge" section "COBRA and Cal-COBRA Premiums." We have also revised the disclosures under "COBRA and Cal-COBRA Premiums," to clarify that the total Premiums will not exceed the total amounts permissible by law:

COBRA and Cal-COBRA Premiums

For each Subscriber for whom Health Plan bills directly for group continuation coverage under COBRA or Cal-COBRA, Premiums will not exceed the following amounts:

- **COBRA:** 102 percent of the applicable Premiums charged to a similarly situated individual under the Group benefit plan
- **Cal-COBRA:** 110 percent of the applicable Premiums charged to a similarly situated individual under the Group benefit plan, except that Premiums for disabled individuals after 18 months of COBRA coverage will not exceed 150 percent instead of 110 percent

Dental Services for Transplants

Due to a change in policy, we now cover dental services that are Medically Necessary to free the mouth from infection to prepare for a covered transplant. Under "Dental and Orthodontic Services" in non-Medicare EOCs and "Dental Services" in Medicare EOCs, we have added language to describe this coverage. We have also added a cross-reference to the "Dental and Orthodontic Services" section under "Transplant Services."

Drug Manufacturer Coupons

Due to a change in policy, we will accept certain manufacturer coupons for prescription drugs, effective January 1, 2022. A description of the Kaiser Permanente coupon program is under "Manufacturer coupon program" in the "Outpatient Prescription Drugs, Supplies, and Supplements" section of the EOC:

Manufacturer coupon program

For outpatient prescription drugs or items that are covered under this "Outpatient Prescription Drugs, Supplies, and Supplements" section and obtained at a Plan Pharmacy, you may be able to use approved manufacturer coupons as payment for the Cost Share that you owe, as allowed under Health Plan's coupon program. You will owe any additional amount if the coupon does not cover the entire amount of your Cost Share for your prescription. When you use an approved coupon for payment of your Cost Share, the coupon amount and any additional payment that you make will accumulate to your out-of-pocket maximum. Refer to the "Cost Share Summary" section of this EOC to find your applicable out-of-pocket maximum amount and to learn which drugs and items apply to the maximum. Certain health plan coverages are not eligible for coupons. You can get more information regarding the Kaiser Permanente coupon program rules and limitations at kp.org/rxcoupons.

Note: This change does not apply to Medicare Part B or Part D drugs.

House Calls

We have removed the line item for house calls from the "Office Visits" Cost Share table in the "Cost Share Summary" section of non-Medicare EOCs and the "Outpatient Care" section of Medicare EOCs. Effective January 1, 2022, the Cost Share for house calls is the same as the Cost Share for Primary Care Visits, Non-Physician Specialist Visits, or Physician Specialist Visits, as applicable, to align the Cost Share with the visit type. Similar change applies to Medicare EOCs.

Medicare Part D Outpatient Prescription Drug Coverage

In Medicare EOCs with Part D coverage, the Senior Advantage Medicare Part D Catastrophic Coverage Stage threshold is increasing from \$6,550 to \$7,050 for calendar year 2022, in accordance with the Centers for Medicare & Medicaid Services requirements.

If your drug plan includes a Coverage Gap Stage, the Initial Coverage Stage threshold is increasing from \$4,130 to \$4,430 for calendar year 2022.

Mental Health Services and Substance Use Disorder Treatment (SB 855)

We have made the following changes to non-Medicare EOCs in accordance with state law:

- Under “Definitions,” we have added a separate definition of “Medically Necessary” for mental health and substance use disorder Services. In the definition of “Services,” we have also clarified that substance use disorder treatment is considered “health care”
- Under “Mental Health Services,” we have revised EOC language to reflect expanded coverage of mental health conditions
- Under “Substance Use Disorder Treatment,” we have revised EOC language to reflect expanded coverage of substance use disorders
- Under “Behavioral Health Treatment for Autism Spectrum Disorder,” we have revised EOC language to clarify that we cover behavioral health treatment to treat mental health conditions other than autism spectrum disorder, when clinically indicated
- Under “Behavioral Health Treatment for Autism Spectrum Disorder,” “Mental Health Services,” and “Substance Use Disorder Treatment,” we have clarified that when we are not able to offer an appointment within geographic and timely access standards, we will offer to refer the Member to a Non-Plan Provider
- Under “Exclusions,” we have clarified that the exclusions and limitations do not apply to Services that are Medically Necessary to treat covered mental health conditions or substance use disorders. In conjunction with this change, we have removed exceptions for specific types of mental health services and substance use disorder treatment that are no longer necessary from the “Items and services that are not health care items and services,” “Residential care,” and “Services performed by unlicensed people” exclusions
- Throughout the EOC, we have removed references to “Serious Emotional Disturbance of a Child Under Age 18” and “Severe Mental Illness,” as SB 855 expands the coverage requirement to include coverage for the diagnosis and treatment of mental health and substance use disorders that fall under any of the diagnostic categories included in the most recent edition of the International Classification of Diseases or the Diagnostic and Statistical Manual of Mental Disorders
- Throughout the EOC, we have changed the terminology “pervasive developmental disorder or autism” to “autism spectrum disorder”

Safety Glasses

Due to a change in policy, we have removed the exclusion for “industrial frames or safety glasses, when required as a condition of employment” under “Vision Services for Adult Members exclusions” and “Vision Services for Pediatric Members exclusions” in non-Medicare EOCs.

Sigmoidoscopies

Effective January 1, 2023, we will be making a change to Cost Share for screening sigmoidoscopies performed in a surgical setting, to align the Cost Share with the visit type. The preventive outpatient surgery Cost Share will apply for screening sigmoidoscopies performed in a surgical setting (a setting that requires a licensed staff member to monitor vital signs). For Members enrolled in plans that include the ACA preventive package, this change has no impact, as all preventive services are provided at no charge. For Members in grandfathered plans that do not include the ACA preventive package, this may result in an increase in Cost Share for this Service.

Silver&Fit® Healthy Aging and Exercise Program

In Medicare EOCs that include Silver&Fit, effective January 1, 2022, Members will have the option to receive all of the following:

- A basic gym membership
- One home fitness kit from a variety of kits

Previously, Members could choose one of the following options:

- A basic gym membership
- Two home fitness kits from a variety of kits

Ultraviolet Light Boxes

Under “Outpatient Imaging, Laboratory, and Other Diagnostic and Treatment Services” in the EOC, we have added at-home ultraviolet light therapy equipment to the existing bullet that describes coverage for clinic-based ultraviolet light treatments. We are recategorizing coverage for at-home ultraviolet light therapy treatment from “Supplemental DME” to “Outpatient Imaging, Laboratory, and Other Diagnostic and Treatment Services.” Due to this recategorization, at-home ultraviolet light therapy equipment will now be covered under all plans. Cost Share for at-home treatment will align with clinic-based treatment. Expanding access to this type of therapy will provide Members with more options for care and an alternative to prescription medications.

Global Clarifications to the Agreement, including EOC documents

Certain Exams and Services

We have revised this exclusion in the EOC for clarity, and have added an additional example of Services that are not covered unless they are Medically Necessary:

Certain exams and Services

Routine physical exams and other Services that are not Medically Necessary, such as when required (1) for obtaining or maintaining employment or participation in employee programs, (2) for insurance, credentialing or licensing, (3) for travel, or (4) by court order or for parole or probation.

Definitions

We have relocated the defined terms “Adult Member” and “Pediatric Member” from the “Definitions” section of the EOC to the “Vision Services for Adult Members” and “Vision Services for Pediatric Members” sections under “Benefits” in the EOC. These defined terms are only used to describe coverage of vision Services.

Drug Tiers

We have added the applicable drug tier number (Tier 1, 2, or 4) to the “Cost Share Summary” section of non-Medicare EOCs when a line item refers to the generic, brand, or specialty tier. These drug tiers are described under “About drug tiers” in the “Outpatient Prescription Drugs, Supplies, and Supplements” section of the EOC.

Enrollment Application Requirements

We made clarifications to the “Enrollment Application Requirements” section under “Miscellaneous Provisions” in the Agreement as follows:

- If Group wants to use its own form or system to enroll members, Group must obtain Health Plan’s approval prior to using it to enroll members into Health Plan coverage
- Group must retain documentation of each Member’s acceptance of the use of binding arbitration indefinitely

Family Planning Services

We have made the following changes to the “Family Planning Services” section of non-Medicare EOCs:

- Clarified that this section describes coverage of the Services listed when provided for family planning purposes
- Revised the bullet describing coverage for injectable contraceptives, internally implanted time-release contraceptives or intrauterine devices (“IUDs”) for clarity and to explain that these Services are covered under the “Family Planning Services” section when the contraceptive was initially provided to prevent pregnancy
- Added two additional section references to the bulleted cross-reference list for clarity

Fertility Preservation Services for Iatrogenic Infertility

Standard fertility preservation Services are covered for Members undergoing treatment or receiving covered Services that may directly or indirectly cause iatrogenic infertility, in accord with state law. For clarity, we have added the following language to the “Benefits” section of non-Medicare *EOCs*:

Fertility Preservation Services for Iatrogenic Infertility

Standard fertility preservation Services are covered for Members undergoing treatment or receiving covered Services that may directly or indirectly cause iatrogenic infertility. Fertility preservation Services do not include diagnosis or treatment of infertility.

For covered fertility preservation Services that you receive, you will pay the Cost Share you would pay if the Services were not related to fertility preservation. For example, see “Outpatient surgery and outpatient procedures” in the “Cost Share Summary” section of this *EOC* for the Cost Share that applies for outpatient procedures.

Preventive Services

We have made the following revisions to the “Preventive Services” section of non-Medicare *EOCs*:

- Revised the language describing immunization coverage for clarity. Previously the *EOC* referenced an immunization schedule for children but did not reference an immunization schedule for adults. Additionally, we have added a web address where complete immunization schedule information can be found
- Added language to the “Note” in this section to further explain the difference between preventive and non-preventive care services

Reductions

We have made the following changes to the “Reductions” section of the *EOC*:

- We have changed the terminology “third party” to “other party” or “another party” for clarity. This change also appears throughout the *EOC*
- Under “Injuries or illnesses alleged to be caused by other parties” we have clarified that a reimbursement due to us after a Member obtains a judgment or settlement is not limited by or subject to the Plan Out-of-Pocket Maximum
- Under “Surrogacy arrangements,” we have clarified that this section applies to all types of surrogacy arrangements, including traditional surrogacy arrangements and gestational surrogacy arrangements

Special Enrollment Due to Eligibility for Premium Assistance

Under “Special enrollment due to eligibility for premium assistance,” we have clarified that the special enrollment period for this triggering event is 60 days. This revision aligns the group plan *EOC* language with operational practice.

Student Dependents

For Groups that allow Dependents older than 26 to remain enrolled if they are students, we have revised the “Age limit of Dependent children” and “Student eligibility” sections of the *EOC* to indicate that Subscribers should ask their group about eligibility requirements for student Dependents who are older than 26.

Termination on Notice

We revised the “Termination on Notice” section of the *Agreement* to specify that when the Anniversary Date is not the first of the month, termination is effective on the first day of the month following delivery of notice. The Anniversary Date is the first of the month unless Premiums are due weekly or biweekly.

Vision Services for Adult Members and Vision Services for Pediatric Members

In non-Medicare *EOCs* with supplemental optical coverage, under “Vision Services for Adult Members” and “Vision Services for Pediatric Members” in the “Cost Share Summary,” we have revised the bullet describing coverage for “other specialty contact lenses” for clarity. We have also made a similar change in the corresponding sections under “Benefits” in the *EOC*.

Calculating Premiums

To calculate the amount of Full Premiums that apply to a Family (a Subscriber and all of their Dependents):

1. Determine the coverage (*EOCs* and contract options) that apply to each Member in the Family (for example, Traditional Plan and any Ancillary Coverage).
2. Determine the family role type and Medicare status of each Member (for family role types, please see the “Definitions” section of the *EOC* for the definition of Subscriber, Dependent, and Spouse).
3. Identify the Premiums for each Member for each *EOC* and contract option (including contract options issued through a separate contract) based on the family role type and Medicare status of each Member:
 - Premiums for coverage issued under this *Agreement* appear in the Premium tables below.
 - If Ancillary Coverage has been issued under a separate contract and Premiums for that coverage are not listed in the Premium tables below, refer to that contract for Premiums. This Ancillary Coverage is part of the contract options selected by Group, and Group submits payment for this Ancillary Coverage as part of Full Premium.
4. Add the amounts of Premiums for each Member together to arrive at the total, Full Premiums required for the Family.

Monthly Premiums for Kaiser Permanente Deductible HMO Plan — EOC # 1

DHMO 11299NCR ACTIVE COMPOSITE

Members under age 65 who are not eligible for Medicare

Family role type	Premiums
Subscriber	\$1,198.70
Each additional Dependent	\$0.00

Members under age 65 who are eligible for or have Medicare Part A only

Family role type	Premiums
Subscriber	\$1,198.70
Each additional Dependent	\$0.00

Members under age 65 who are eligible for or have Medicare Part B only

Family role type	Premiums
Subscriber	\$1,198.70
Each additional Dependent	\$0.00

Members under age 65 who are eligible for or have Medicare Parts A&B

Family role type	Premiums
Subscriber	\$1,198.70
Each additional Dependent	\$0.00

Members under age 65 who are enrolled in another carrier's Medicare Risk product

Family role type	Premiums
Subscriber	\$1,796.88
Each additional Dependent	\$1,796.88

Members under age 65 when Medicare is secondary

Family role type	Premiums
Subscriber	\$1,198.70
Each additional Dependent	\$0.00

Members age 65 and over whose Medicare eligibility is unknown

Family role type	Premiums
Subscriber	\$1,796.88
Each additional Dependent	\$1,796.88

Members age 65 and over who are eligible for or have Medicare Part A only

Family role type	Premiums
Subscriber	\$1,386.23
Each additional Dependent	\$1,386.23

Members age 65 and over who are eligible for or have Medicare Part B only

Family role type	Premiums
Subscriber	\$1,796.88
Each additional Dependent	\$1,796.88

Members age 65 and over who are eligible for or have Medicare Parts A&B

Family role type	Premiums
Subscriber	\$1,386.23
Each additional Dependent	\$1,386.23

Members age 65 and over who are enrolled in another carrier's Medicare Risk product

Family role type	Premiums
Subscriber	\$1,796.88
Each additional Dependent	\$1,796.88

Members age 65 and over when Medicare is secondary

Family role type	Premiums
Subscriber	\$1,198.70
Each additional Dependent	\$0.00

Note: Members who are "eligible for" Medicare Part A or B are those who would qualify for Medicare Part A or B coverage if they applied for it. Members who "have" Medicare Part A or B are those who have been granted Medicare Part A or B coverage. Medicare Part A provides inpatient coverage and Part B provides outpatient coverage.

Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D — EOC # 2***SR ADV GRP HMO NCR***

Family role type	Medicare Parts A & B	Medicare Part B only
Subscriber	\$278.99	\$588.99
1st Dependent	\$278.99	\$588.99
2nd Dependent	\$278.99	\$588.99
Each additional Dependent	\$278.99	\$588.99

Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage — EOC # 3

NCR WORK AGED ASSIGN

For Members enrolled in Senior Advantage when federal law requires that Group's health care plan be primary and Medicare coverage be secondary, the Premiums are:

Family role type	Premiums
Subscriber	\$1,198.70

Monthly Premiums for Kaiser Permanente Deductible HMO Plan — EOC # 4

DHMO 11299NCR EARLY RETIREES COMPOSITE

Members under age 65 who are not eligible for Medicare

Family role type	Premiums
Subscriber	\$1,708.13
1st Dependent	\$0.00
2nd Dependent	\$0.00
Each additional Dependent	\$0.00

Members under age 65 who are eligible for or have Medicare Part A only

Family role type	Premiums
Subscriber	\$1,708.13
1st Dependent	\$0.00
2nd Dependent	\$0.00
Each additional Dependent	\$0.00

Members under age 65 who are eligible for or have Medicare Part B only

Family role type	Premiums
Subscriber	\$1,708.13
1st Dependent	\$0.00
2nd Dependent	\$0.00
Each additional Dependent	\$0.00

Members under age 65 who are eligible for or have Medicare Parts A&B

Family role type	Premiums
Subscriber	\$1,708.13
1st Dependent	\$0.00
2nd Dependent	\$0.00
Each additional Dependent	\$0.00

Members under age 65 who are enrolled in another carrier's Medicare Risk product

Family role type	Premiums
Subscriber	\$1,796.88
1st Dependent	\$1,796.88
2nd Dependent	\$1,796.88
Each additional Dependent	\$1,796.88

Members under age 65 when Medicare is secondary

Family role type	Premiums
Subscriber	\$1,708.13
1st Dependent	\$0.00
2nd Dependent	\$0.00
Each additional Dependent	\$0.00

Members age 65 and over whose Medicare eligibility is unknown

Family role type	Premiums
Subscriber	\$1,796.88
1st Dependent	\$1,796.88
2nd Dependent	\$1,796.88
Each additional Dependent	\$1,796.88

Members age 65 and over who are eligible for or have Medicare Part A only

Family role type	Premiums
Subscriber	\$1,386.23
1st Dependent	\$1,386.23
2nd Dependent	\$1,386.23
Each additional Dependent	\$1,386.23

Members age 65 and over who are eligible for or have Medicare Part B only

Family role type	Premiums
Subscriber	\$1,796.88
1st Dependent	\$1,796.88
2nd Dependent	\$1,796.88
Each additional Dependent	\$1,796.88

Members age 65 and over who are eligible for or have Medicare Parts A&B

Family role type	Premiums
Subscriber	\$1,386.23
1st Dependent	\$1,386.23
2nd Dependent	\$1,386.23
Each additional Dependent	\$1,386.23

Members age 65 and over who are enrolled in another carrier's Medicare Risk product

Family role type	Premiums
Subscriber	\$1,796.88
1st Dependent	\$1,796.88
2nd Dependent	\$1,796.88
Each additional Dependent	\$1,796.88

Members age 65 and over when Medicare is secondary

Family role type	Premiums
Subscriber	\$1,708.13
1st Dependent	\$0.00
2nd Dependent	\$0.00
Each additional Dependent	\$0.00

Note: Members who are “eligible for” Medicare Part A or B are those who would qualify for Medicare Part A or B coverage if they applied for it. Members who “have” Medicare Part A or B are those who have been granted Medicare Part A or B coverage. Medicare Part A provides inpatient coverage and Part B provides outpatient coverage.

Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D — EOC # 5

SR ADV GRP HMO NCR EARLY RETIREES

Family role type	Medicare Parts A & B	Medicare Part B only
Subscriber	\$278.99	\$588.99
1st Dependent	\$278.99	\$588.99
2nd Dependent	\$278.99	\$588.99
Each additional Dependent	\$278.99	\$588.99

Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage — EOC # 6

NCR WORK AGED ASSIGN EARLY RETIREES

For Members enrolled in Senior Advantage when federal law requires that Group’s health care plan be primary and Medicare coverage be secondary, the Premiums are:

Family role type	Premiums
Subscriber	\$1,708.13
1st Dependent	\$0.00
2nd Dependent	\$0.00

Monthly Premiums for Kaiser Permanente Deductible HMO Plan — EOC # 7

DHMO 11299NCR COBRA

Members under age 65 who are not eligible for Medicare

Family role type	Premiums
Subscriber	\$1,198.70
Each additional Dependent	\$0.00

Members under age 65 who are eligible for or have Medicare Part A only

Family role type	Premiums
Subscriber	\$1,198.70
Each additional Dependent	\$0.00

Members under age 65 who are eligible for or have Medicare Part B only

Family role type	Premiums
Subscriber	\$1,198.70
Each additional Dependent	\$0.00

Members under age 65 who are eligible for or have Medicare Parts A&B

Family role type	Premiums
Subscriber	\$1,198.70
Each additional Dependent	\$0.00

Members under age 65 who are enrolled in another carrier's Medicare Risk product

Family role type	Premiums
Subscriber	\$1,796.88
Each additional Dependent	\$1,796.88

Members under age 65 when Medicare is secondary

Family role type	Premiums
Subscriber	\$1,198.70
Each additional Dependent	\$0.00

Members age 65 and over whose Medicare eligibility is unknown

Family role type	Premiums
Subscriber	\$1,796.88
Each additional Dependent	\$1,796.88

Members age 65 and over who are eligible for or have Medicare Part A only

Family role type	Premiums
Subscriber	\$1,386.23
Each additional Dependent	\$1,386.23

Members age 65 and over who are eligible for or have Medicare Part B only

Family role type	Premiums
Subscriber	\$1,796.88
Each additional Dependent	\$1,796.88

Members age 65 and over who are eligible for or have Medicare Parts A&B

Family role type	Premiums
Subscriber	\$1,386.23
Each additional Dependent	\$1,386.23

Members age 65 and over who are enrolled in another carrier's Medicare Risk product

Family role type	Premiums
Subscriber	\$1,796.88
Each additional Dependent	\$1,796.88

Members age 65 and over when Medicare is secondary

Family role type	Premiums
Subscriber	\$1,198.70
Each additional Dependent	\$0.00

Note: Members who are "eligible for" Medicare Part A or B are those who would qualify for Medicare Part A or B coverage if they applied for it. Members who "have" Medicare Part A or B are those who have been granted Medicare Part A or B coverage. Medicare Part A provides inpatient coverage and Part B provides outpatient coverage.

Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D — EOC # 8

SR ADV GRP HMO NCR COBRA

Family role type	Medicare Parts A & B	Medicare Part B only
Subscriber	\$278.99	\$588.99

Family role type	Medicare Parts A & B	Medicare Part B only
1st Dependent	\$278.99	\$588.99
2nd Dependent	\$278.99	\$588.99
Each additional Dependent	\$278.99	\$588.99

Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage — EOC # 9

NCR WORK AGED ASSIGN COBRA

For Members enrolled in Senior Advantage when federal law requires that Group's health care plan be primary and Medicare coverage be secondary, the Premiums are:

Family role type	Premiums
Subscriber	\$1,198.70

Monthly Premiums for Kaiser Permanente Deductible HMO Plan — EOC # 10

DHMO 11299NCR EARLY RETIREES 3 TIER

Members under age 65 who are not eligible for Medicare

Family role type	Premiums
Subscriber	\$861.44
1st Dependent	\$861.44
2nd Dependent	\$792.53
Each additional Dependent	\$0.00

Members under age 65 who are eligible for or have Medicare Part A only

Family role type	Premiums
Subscriber	\$861.44
1st Dependent	\$861.44
2nd Dependent	\$792.53
Each additional Dependent	\$0.00

Members under age 65 who are eligible for or have Medicare Part B only

Family role type	Premiums
Subscriber	\$861.44
1st Dependent	\$861.44
2nd Dependent	\$792.53
Each additional Dependent	\$0.00

Members under age 65 who are eligible for or have Medicare Parts A&B

Family role type	Premiums
Subscriber	\$861.44
1st Dependent	\$861.44
2nd Dependent	\$792.53
Each additional Dependent	\$0.00

Members under age 65 who are enrolled in another carrier's Medicare Risk product

Family role type	Premiums
Subscriber	\$1,796.88
1st Dependent	\$1,796.88
2nd Dependent	\$1,796.88
Each additional Dependent	\$1,796.88

Members under age 65 when Medicare is secondary

Family role type	Premiums
Subscriber	\$861.44
1st Dependent	\$861.44
2nd Dependent	\$792.53
Each additional Dependent	\$0.00

Members age 65 and over whose Medicare eligibility is unknown

Family role type	Premiums
Subscriber	\$1,796.88
1st Dependent	\$1,796.88
2nd Dependent	\$1,796.88
Each additional Dependent	\$1,796.88

Members age 65 and over who are eligible for or have Medicare Part A only

Family role type	Premiums
Subscriber	\$1,386.23
1st Dependent	\$1,386.23
2nd Dependent	\$1,386.23
Each additional Dependent	\$1,386.23

Members age 65 and over who are eligible for or have Medicare Part B only

Family role type	Premiums
Subscriber	\$1,796.88
1st Dependent	\$1,796.88
2nd Dependent	\$1,796.88
Each additional Dependent	\$1,796.88

Members age 65 and over who are eligible for or have Medicare Parts A&B

Family role type	Premiums
Subscriber	\$1,386.23
1st Dependent	\$1,386.23
2nd Dependent	\$1,386.23
Each additional Dependent	\$1,386.23

Members age 65 and over who are enrolled in another carrier's Medicare Risk product

Family role type	Premiums
Subscriber	\$1,796.88
1st Dependent	\$1,796.88
2nd Dependent	\$1,796.88
Each additional Dependent	\$1,796.88

Members age 65 and over when Medicare is secondary

Family role type	Premiums
Subscriber	\$861.44
1st Dependent	\$861.44
2nd Dependent	\$792.53
Each additional Dependent	\$0.00

Note: Members who are “eligible for” Medicare Part A or B are those who would qualify for Medicare Part A or B coverage if they applied for it. Members who “have” Medicare Part A or B are those who have been granted Medicare Part A or B coverage. Medicare Part A provides inpatient coverage and Part B provides outpatient coverage.

Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D — EOC # 11*SR ADV GRP HMO NCR EARLY RETIREES 3 TIER*

Family role type	Medicare Parts A & B	Medicare Part B only
Subscriber	\$278.99	\$588.99
1st Dependent	\$278.99	\$588.99
2nd Dependent	\$278.99	\$588.99
Each additional Dependent	\$278.99	\$588.99

Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage — EOC # 12*NCR WORK AGED ASSIGN EARLY RETIREES 3 TIER*

For Members enrolled in Senior Advantage when federal law requires that Group’s health care plan be primary and Medicare coverage be secondary, the Premiums are:

Family role type	Premiums
Subscriber	\$861.44
1st Dependent	\$861.44
2nd Dependent	\$792.53

Enrollment Unit Chart

Contract name: FRESNO UNIFIED SCHOOL DISTRICT

Group ID: 603815

Contract: 1

The charts below describe how the coverage your Group has purchased (called *contract options*) are organized into administrative groupings (called *enrollment units*) for the purposes of enrollment and billing. Please keep this document handy for future reference as the information it contains will be helpful when reporting membership changes.

An *Evidence of Coverage (EOC)* for each Health Plan coverage that your Group has purchased is incorporated into the enclosed *Group Agreement* (the *EOC* number is the same as the *contract option* number). If your Group has purchased non-Health Plan coverage (such as dental coverage), the carrier(s) for the applicable coverage will send its agreement to your Group under separate cover.

Contract option: A unique *contract option* name and number exists for each coverage option that you offer to your Members. For example, if you offer the same benefits to all of your Members, but have different eligibility rules for different segments of your membership, you will have a separate *contract option* for each coverage option.

Enrollment unit: An *enrollment unit* is a grouping of *contract options* for a specific segment of your Member population for enrollment and billing purposes. If there are *contract options* only available to a specific segment of your Member population, then there will be a distinct *enrollment unit* for that segment. If your Member population is billed separately, there will be a separate *enrollment unit* (or billing unit) for each segment. Note: An enrollment unit may also be referred to as a *subgroup*.

The following are the *enrollment units* associated with this contract:

Enrollment unit number: 0

Enrollment unit name: FUSD - ACTIVES/COMPOSITE

Billing contact: Admin Billing

Contract Option	Product name	Contract option name
1	Kaiser Permanente Deductible HMO Plan	DHMO 11299NCR ACTIVE COMPOSITE
2	Kaiser Permanente Senior Advantage (HMO) with Part D	SR ADV GRP HMO NCR
3	Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage	NCR WORK AGED ASSIGN
17	Silver&Fit® Healthy Aging and Exercise Program	SILVER AND FIT NCR_

Enrollment unit number: 1

Enrollment unit name: FUSD - EARLY RETIREES/COMPOSITE

Billing contact: Admin Billing

Contract Option	Product name	Contract option name
4	Kaiser Permanente Deductible HMO Plan	DHMO 11299NCR EARLY RETIREES COMPOSITE
5	Kaiser Permanente Senior Advantage (HMO) with Part D	SR ADV GRP HMO NCR EARLY RETIREES
6	Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage	NCR WORK AGED ASSIGN EARLY RETIREES
18	Silver&Fit® Healthy Aging and Exercise Program	SILVER AND FIT NCR

Enrollment unit number: 2

Enrollment unit name: FUSD - MEDICARE RETIREES/3TIER

Billing contact: Admin Billing

Contract Option	Product name	Contract option name
10	Kaiser Permanente Deductible HMO Plan	DHMO 11299NCR EARLY RETIREES 3 TIER
11	Kaiser Permanente Senior Advantage (HMO) with Part D	SR ADV GRP HMO NCR EARLY RETIREES 3 TIER
12	Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage	NCR WORK AGED ASSIGN EARLY RETIREES 3 TIER
16	Silver&Fit® Healthy Aging and Exercise Program	SILVER AND FIT_ NCR

Enrollment unit number: 7000

Enrollment unit name: FUSD - COMPOSITE/COBRA

Billing contact: Admin Billing

Contract Option	Product name	Contract option name
7	Kaiser Permanente Deductible HMO Plan	DHMO 11299NCR COBRA
8	Kaiser Permanente Senior Advantage (HMO) with Part D	SR ADV GRP HMO NCR COBRA
9	Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage	NCR WORK AGED ASSIGN COBRA

Enrollment unit number: 8500

Enrollment unit name: FRESNO UNIFIED SCHOOL-LIS REFUNDS

Billing contact: FRANCEEN HANLEY

Contract Option	Product name	Contract option name
1	Kaiser Permanente Deductible HMO Plan	DHMO 11299NCR ACTIVE COMPOSITE
2	Kaiser Permanente Senior Advantage (HMO) with Part D	SR ADV GRP HMO NCR
3	Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage	NCR WORK AGED ASSIGN
17	Silver&Fit® Healthy Aging and Exercise Program	SILVER AND FIT NCR_



**Kaiser Foundation Health Plan, Inc.
Northern California Region**

A nonprofit corporation

Group Agreement for FRESNO UNIFIED SCHOOL DISTRICT

Group ID: 603815 Contract: 1 Version: 33

January 1, 2022, through December 31, 2022

TABLE OF CONTENTS

Introduction	1
Health Plan and Other Ancillary Products	1
Term of <i>Agreement</i> and Renewal	2
Term of <i>Agreement</i>	2
Amendment of <i>Agreement</i>	2
Amendments Effective on your Group's Anniversary Date	2
Amendments Related to Government Approval	2
Amendment Due to Medicare Changes	2
Amendment Due to Tax or Other Charges	3
Other Amendments	3
Acceptance of Amendments	3
Termination of <i>Agreement</i>	3
Termination on Notice	3
Termination Due to Nonacceptance of Amendments	4
Termination for Nonpayment	4
Termination for Fraud or Intentionally Furnishing Incorrect or Incomplete Information	4
Termination for Violation of Contribution or Participation Requirements	5
Termination for Discontinuance of a Product or all Products within a Market	5
Contribution and Participation Requirements	5
Miscellaneous Provisions	6
Assignment	6
Attorney Fees and Costs	6
Confidential Information about Health Plan or its Affiliates	6
Contract Providers	7
Delegation of Claims Review	7
Enrollment Application Requirements	7
Grandfathered Health Plan Coverage	7
Governing Law	8
Member Information	8
No Waiver	8
Notices	9
Open Enrollment	9
Other Group coverage that covers Essential Health Benefits	9
Reporting Membership Changes and Retroactivity	9
Representation Regarding Waiting Periods	10
Right to Examine Records	10
Social Security and Tax Identification Numbers	11
Premiums	11
Due Date and Payment of Premiums	11
New Members	11
Membership Termination	11
Premium Rebates	12
Medicare	12
Subscriber Contributions for Medicare Part C and Part D Coverage	12
Calculating Premiums	13
Monthly Premiums for Kaiser Permanente Deductible HMO Plan — <i>EOC # 1</i>	14
Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D — <i>EOC # 2</i>	15

Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage — <i>EOC # 3</i>	15
Monthly Premiums for Kaiser Permanente Deductible HMO Plan — <i>EOC # 4</i>	16
Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D — <i>EOC # 5</i>	18
Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage — <i>EOC # 6</i>	18
Monthly Premiums for Kaiser Permanente Deductible HMO Plan — <i>EOC # 7</i>	18
Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D — <i>EOC # 8</i>	19
Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage — <i>EOC # 9</i>	20
Monthly Premiums for Kaiser Permanente Deductible HMO Plan — <i>EOC # 10</i>	20
Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D — <i>EOC # 11</i>	22
Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage — <i>EOC # 12</i>	22
<i>Agreement</i> Signature Page	23
Acceptance of <i>Agreement</i>	23
Binding Arbitration	23
Signatures	23

Introduction

This Group Agreement (*Agreement*), including the *Evidence of Coverage (EOC)* and other documents listed below under “Health Plan and Other Ancillary Products,” the group application that Group submitted to Health Plan, and any amendments to any of them, all of which are incorporated into this *Agreement* by reference, constitute the contract between Kaiser Foundation Health Plan, Inc., (Health Plan) and FRESNO UNIFIED SCHOOL DISTRICT (Group).

If Group has applied for Ancillary Coverage through Health Plan, provided under a separate contract, it is the intent of Group and Health Plan that coverage under this Agreement and those other contract(s) be treated as one package of benefits for the purposes of term, renewal, termination and payment of Premiums.

In consideration of timely payment of Premium, Health Plan will provide or arrange for covered Services to Members in accord with the documents listed below under “Health Plan and Other Ancillary Products.”

Health Plan and Other Ancillary Products

Health Plan products, including Ancillary Coverage offered by Health Plan

<u>Product name</u>	<u>Contract option name for product</u>	<u>EOC #</u>
Kaiser Permanente Deductible HMO Plan	DHMO 11299NCR ACTIVE COMPOSITE	1
Kaiser Permanente Senior Advantage (HMO) with Part D	SR ADV GRP HMO NCR	2
Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage	NCR WORK AGED ASSIGN	3
Kaiser Permanente Deductible HMO Plan	DHMO 11299NCR EARLY RETIREES COMPOSITE	4
Kaiser Permanente Senior Advantage (HMO) with Part D	SR ADV GRP HMO NCR EARLY RETIREES	5
Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage	NCR WORK AGED ASSIGN EARLY RETIREES	6
Kaiser Permanente Deductible HMO Plan	DHMO 11299NCR COBRA	7
Kaiser Permanente Senior Advantage (HMO) with Part D	SR ADV GRP HMO NCR COBRA	8
Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage	NCR WORK AGED ASSIGN COBRA	9
Kaiser Permanente Deductible HMO Plan	DHMO 11299NCR EARLY RETIREES 3 TIER	10
Kaiser Permanente Senior Advantage (HMO) with Part D	SR ADV GRP HMO NCR EARLY RETIREES 3 TIER	11
Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage	NCR WORK AGED ASSIGN EARLY RETIREES 3 TIER	12
Silver&Fit® Healthy Aging and Exercise Program	SILVER AND FIT_ NCR	16
Silver&Fit® Healthy Aging and Exercise Program	SILVER AND FIT NCR_	17
Silver&Fit® Healthy Aging and Exercise Program	SILVER AND FIT NCR	18

Pediatric dental coverage

Not applicable

Other Ancillary Coverage

Not applicable

In this *Agreement*, some capitalized terms have special meaning; please see the “Definitions” section in the *EOC* documents for definitions of terms that are used in *EOC* documents and this *Agreement*.

Term of Agreement and Renewal

Term of Agreement

Unless terminated as set forth in the “Termination of *Agreement*” section, this *Agreement* is effective from January 1, 2022, through December 31, 2022.

Renewal

This *Agreement* does not automatically renew. If Group complies with all of the terms of this *Agreement*, Health Plan will offer to renew the *Agreement*, upon 60 days prior written notice to Group, by doing one of the following:

- Providing Group with a new *Group Agreement* to become effective immediately after termination of this *Agreement*
- Extending the term of this *Agreement* and making other changes pursuant to “Amendments Effective on your Group’s Anniversary Date” in the “Amendment of *Agreement*” section
- Sending Group a renewal notice, which will include a summary of changes to this *Agreement* that will become effective immediately after termination of this *Agreement*. The new *Group Agreement* will incorporate the changes summarized in the renewal notice. Health Plan will send Group the new *Group Agreement* after Group confirms it wants to make additional changes or 60 days after Group’s Anniversary Date, if Group does not confirm

If Group does not want to renew the *Agreement*, Group must give Health Plan written notice as described under “Termination on Notice” or “Termination due to Nonacceptance of Amendments” in the “Termination of *Agreement*” section.

Note: Your Group’s Anniversary Date is January 1.

Amendment of Agreement

Amendments Effective on your Group’s Anniversary Date

Upon 60 days prior written notice to Group, Health Plan may extend the term of this *Agreement* and make other changes by amending this *Agreement* effective January 1 (the Anniversary Date).

Amendments Related to Government Approval

If Health Plan notified Group that Health Plan had not received all necessary governmental approvals related to this *Agreement*, Health Plan may amend this *Agreement* by giving written notice to Group after receiving all necessary governmental approvals. Any such government-approved provisions go into effect on January 1, 2022 (unless the government requires a later effective date).

Amendment Due to Medicare Changes

Health Plan contracts on a calendar year basis with the Centers for Medicare & Medicaid Services (CMS) to offer Kaiser Permanente Senior Advantage. Health Plan may amend this *Agreement* to change any Kaiser Permanente Senior Advantage EOCs and Premiums effective January 1, 2023 (unless the federal government requires or allows a different effective date). The amendment may include an increase or decrease in Premiums and benefits (including Member Cost Sharing and any Medicare Part D coverage level thresholds). Health Plan will give Group written notice of any such amendment.

In addition, Health Plan may amend this *Agreement* at any time by giving written notice to Group, in order to increase any benefits of any Medicare product approved by the Centers for Medicare & Medicaid Services (CMS).

Amendment Due to Tax or Other Charges

If a government agency or other taxing authority imposes or increases a tax or other charge (other than a tax on or measured by net income) upon Health Plan or Plan Providers (or any of their activities), then upon 60 days prior written notice, Health Plan may increase Group's Premiums to include Group's share of the new or increased tax or charge. Group's share will be determined by dividing the number of Members enrolled through Group by the total number of members enrolled in Health Plan's Northern California Region.

Other Amendments

Health Plan may amend this *Agreement* at any time by giving written notice to Group, in order to address any law or regulatory requirement, which may include an increase in Premiums to reflect an increase in costs to Health Plan or Plan Providers (Health Plan will give Group 60 days prior written notice of any increase in Premiums or reduction in benefits).

Acceptance of Amendments

All amendments are deemed accepted by Group unless Group gives Health Plan written notice of nonacceptance within 15 days after the date of Health Plan's amendment notice, in which case this *Agreement* will terminate pursuant to "Termination due to Nonacceptance of Amendments" in the "Termination of *Agreement*" section.

Termination of Agreement

This *Agreement* will terminate under any of the conditions listed below. All rights to benefits under this *Agreement* end on the termination date, except as expressly provided in the "Termination of Membership" or "Continuation of Membership" sections of an *Evidence of Coverage*. The termination date is the first day when this *Agreement* is no longer in effect (for example, if the termination date is January 1, 2023, the last minute this *Agreement* was in effect was at 11:59 p.m. on December 31, 2022).

If Health Plan terminates this *Agreement*, Health Plan will give Group written notice. In the case of "Termination for Nonpayment," "Termination for Fraud or Intentionally Furnishing Incorrect or Incomplete Information," and "Termination for Discontinuance of a Product or all Products within a Market," Health Plan will provide both advance notice of the termination in addition to a final notice of termination. Within five business days of receipt of an advance or final notice of termination, Group will mail to each Subscriber a legible copy of the notice and will give Health Plan proof of that mailing and of the date thereof.

Termination on Notice

If Group has Kaiser Permanente Senior Advantage Members

If Group has Senior Advantage Members enrolled under this *Agreement* at the time Health Plan receives written notice from Group that it is terminating this *Agreement*, Group may terminate this *Agreement* effective as of the Anniversary Date by giving prior written notice to Health Plan at least 30 days prior to the Anniversary Date, except that the termination will be effective on the first of the month following the Anniversary Date if the Anniversary Date is not the first of the month. Group remains responsible for remitting all amounts payable relating to this *Agreement*, including Premiums, for the period through the termination date.

If Group does not have Kaiser Permanente Senior Advantage Members

If Group does not have Senior Advantage Members enrolled under this *Agreement* at the time Health Plan receives written notice from Group that it is terminating this *Agreement*, Group may terminate this *Agreement* effective as of the Anniversary Date by giving prior written notice to Health Plan at least 15 days prior to the Anniversary Date, except that termination will be effective on the first of the month following the Anniversary Date if the Anniversary Date is not the

first of the month. Group remains responsible for remitting all amounts payable relating to this Agreement, including Premiums, for the period through the termination date.

Termination Due to Nonacceptance of Amendments

All amendments are deemed accepted by Group unless Group gives Health Plan written notice of nonacceptance within 15 days after the date of Health Plan's amendment notice and Group remits all amounts payable related to this *Agreement*, including Premiums, for the period prior to the amendment effective date, in which case this *Agreement* will terminate on the following date, as applicable:

- In the case of amendments described in the "Amendment of *Agreement*" section under "Amendments Related to Government Approval" and "Amendments Due to Medicare Changes," and amendments described under "Other Amendments" that do not require 60 days notice by Health Plan, if Group has Kaiser Permanente Senior Advantage Members enrolled under this *Agreement* at the time Health Plan receives written notice of nonacceptance, the termination date will be first of the month following 30 days after Health Plan receives written notice of nonacceptance
- In all other cases, the termination date will be the day before the effective date of the amendment

Termination for Nonpayment

Premiums are due for the Full Premium owed as described in the "Premiums" section. If Health Plan does not receive the required Premium payment for all coverage issued under this *Agreement* on or before the due date, we will send a notice of nonpayment to Group as described under "Notices" in the "Miscellaneous Provisions" section. This notice will include the following information:

- A statement that we have not received Full Premium payment and that we will terminate this *Agreement* for nonpayment if we do not receive the required Premiums by the specified date
- The amount of Premiums that are due

If we do not receive the required Premiums when due, the *Agreement* will terminate and all coverage issued under the *Agreement* will end on the date specified in the notice of nonpayment, which will be at least 30 days after the date of the notice. The *Agreement* will remain in effect during this grace period, but upon termination Group will be responsible for paying all past due Premiums, including the Premiums for this grace period.

We will mail a termination notice to Group as described under "Notices" in the "Miscellaneous Provisions" section if we do not receive Full Premium payment within 30 days after the date of the notice of nonreceipt of payment.

If Group has Kaiser Permanente Senior Advantage Members enrolled under this *Agreement* at the time Health Plan gives written notice to Group, Health Plan may terminate this *Agreement* effective on one date with respect to Members other than Senior Advantage Members and effective on a later date with respect to Senior Advantage Members, in order to comply with CMS termination notice requirements.

Termination for Fraud or Intentionally Furnishing Incorrect or Incomplete Information

If Group commits fraud or intentionally furnishes incorrect or incomplete material information to Health Plan, Health Plan may terminate this *Agreement* by giving advance written notice to Group, and Group is liable for all unpaid Premiums up to the termination date.

If Group has Kaiser Permanente Senior Advantage Members enrolled under this *Agreement* at the time Health Plan gives written notice to Group, Health Plan may terminate this *Agreement* effective on one date with respect to Members other than Senior Advantage Members and effective on a later date with respect to Senior Advantage Members, in order to comply with CMS termination notice requirements.

Termination for Violation of Contribution or Participation Requirements

If Group fails to comply with Health Plan's participation or contribution requirements (including those discussed in the "Contribution and Participation Requirements" section), Health Plan may terminate this *Agreement* by giving advance written notice to Group, and Group is liable for all unpaid Premiums up to the termination date.

If Group has Kaiser Permanente Senior Advantage Members enrolled under this *Agreement* at the time Health Plan gives written notice to Group, Health Plan may terminate this *Agreement* effective on one date with respect to Members other than Senior Advantage Members and effective on a later date with respect to Senior Advantage Members, in order to comply with CMS termination notice requirements.

Termination for Discontinuance of a Product or all Products within a Market

Grandfathered products

Health Plan may terminate a particular product or all products offered in a small or large group market as permitted or required by law. If Health Plan discontinues offering a particular grandfathered product in a market, Health Plan may terminate this *Agreement* with respect to that product upon 90 days prior written notice to Group. Health Plan will offer Group another product that it makes available to groups in the small or large group market, as applicable. If Health Plan discontinues offering all products to groups in a small or large group market, as applicable, Health Plan may terminate this *Agreement* upon 180 days prior written notice to Group and Health Plan will not offer any other product to Group. A "product" is a combination of benefits and services that is defined by a distinct *Evidence of Coverage*.

All other products

Health Plan may terminate a particular product or all products offered in the group market as permitted or required by law. If Health Plan discontinues offering a particular product (other than a grandfathered product) in the group market, Health Plan may terminate this *Agreement* with respect to that product upon 90 days prior written notice to Group. Health Plan will offer Group another product that it makes available in the group market. If Health Plan discontinues offering all products in the group market, Health Plan may terminate this *Agreement* upon 180 days prior written notice to Group and Health Plan will not offer any other product to Group. A "product" is a combination of benefits and services that is defined by a distinct *Evidence of Coverage*.

Contribution and Participation Requirements

No change in Group's contribution or participation requirements listed below is effective for purposes of this *Agreement* unless Health Plan consents in writing. As a condition to consenting to Group's revised contribution and participation requirements, Health Plan may require Group to agree to amend the Premiums, benefits, or other provisions of this *Agreement*.

Group must:

- Ensure that:
 - ◆ all Subscribers live or work inside the Service Area applicable to their coverage when they enroll (except that Group must ensure that Subscribers live inside the Service Area applicable to their coverage when they enroll if Group chooses not to have a "live or work" eligibility rule, and that Kaiser Permanente Senior Advantage Members live inside the Service Area applicable to their coverage when they enroll in Senior Advantage and thereafter)
 - ◆ at least one employee, proprietor, or partner who lives or works inside the Service Area is eligible to enroll as a Subscriber
- Meet all applicable legal and contractual requirements, such as:
 - ◆ meet all Health Plan requirements set forth in the "Rate Assumptions and Requirements" section of the *Rate Proposal* document (Group's Health Plan account manager can provide Group with a copy of the Rate Proposal if Group does not have one)

- ♦ offer enrollment in accord with eligibility requirements in state law (for example, domestic partners must be eligible if married spouses are eligible and disabled dependents must be eligible if dependent children are eligible)

Miscellaneous Provisions

Assignment

Health Plan may assign this *Agreement*. Group may not assign this *Agreement* or any of the rights, interests, claims for money due, benefits, or obligations hereunder without Health Plan's prior written consent. This *Agreement* shall be binding on the successors and permitted assignees of Health Plan and Group.

Attorney Fees and Costs

If Health Plan or Group institutes legal action against the other to collect any sums owed under this *Agreement*, the party that substantially prevails will be reimbursed for its reasonable litigation expenses, including attorneys' fees, by the other party.

Confidential Information about Health Plan or its Affiliates

For the purposes of this "Confidential Information about Health Plan or its Affiliates" section, "Confidential Information" means any oral, written, or electronic information concerning Health Plan or its affiliates, if the information either is marked "confidential" or is by its nature proprietary or non-public, except that it does not include any of the following:

- Information that is or becomes available to the public other than as a result of disclosure by Group or its employees, advisors, or representatives
- Information that was available to Group or within its knowledge before Health Plan disclosed it to Group
- Information that becomes available to Group from a source other than Health Plan, but only if that source is not bound by a confidentiality agreement with Health Plan

If Group receives any Confidential Information, it will use that information only to evaluate Health Plan and actual or proposed group agreements with Health Plan. Group will ensure that the information is not disclosed to anyone other than a limited number of Group's employees and advisors, and only to the extent necessary in connection with the evaluation of Health Plan and actual or proposed group agreements with Health Plan. Group will inform any such employees and advisors that the information is confidential and that they must treat it confidentially.

Upon Health Plan's request Group will promptly return to Health Plan all Confidential Information, and will destroy any other copies and any notes or other Group documents about the information.

If Group is requested or required (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, Group will give Health Plan prompt notice of the request or requirement, and Group will cooperate with Health Plan in seeking to legally avoid the disclosure. If, in the absence of a protective order, Group is legally compelled, in the opinion of its counsel, to disclose any of the information, Health Plan either will seek and obtain appropriate protective orders against the disclosure or will be deemed to waive Group's compliance with the provisions of this "Confidential Information about Health Plan or its Affiliates" section to the extent necessary to satisfy the request or requirement.

Group understands (and will inform any employees and advisors who receive Confidential Information) that United States securities laws prohibit anyone who has material non-public information about a company from buying or selling that company's securities in reliance upon that information or from communicating the information to any other person or entity under circumstances in which it is reasonably foreseeable that the person or entity is likely to buy or sell that company's

securities in reliance upon the information. Group agrees that it and its affiliates, associates, employees, agents, and advisors will not rely on any Confidential Information in directly or indirectly buying or selling any Health Plan securities.

Monetary damages would not be a sufficient remedy for any breach or threatened breach of this “Confidential Information about Health Plan or its Affiliates” section. Health Plan will be entitled to equitable relief by way of injunction or specific performance if Group or any of its officers, directors, employees, attorneys, accountants, agents, advisors, or representatives breach, or threaten to breach, any of the provisions of this “Confidential Information about Health Plan or its Affiliates” section.

Group’s obligations under this “Confidential Information about Health Plan or its Affiliates” section will continue indefinitely and will survive the termination or expiration of this *Agreement*.

Contract Providers

Health Plan will give Group written notice within a reasonable time of any termination or breach of contract by, or inability to perform of, any health care provider that contracts with Health Plan if Group may be materially and adversely affected thereby.

Delegation of Claims Review

Group delegates to Health Plan the discretion to determine whether a Member is entitled to benefits under this *Agreement*. In making these determinations, Health Plan has discretionary authority to review claims in accord with the procedures contained in this *Agreement* and to construe this *Agreement* to determine whether the Member is entitled to benefits. If coverage under an *EOC* is subject to the Employee Retirement Income Security Act (ERISA) claims procedure regulation (29 CFR 2560.503-1), Health Plan is a “named claims fiduciary” to review claims under that *EOC*.

Enrollment Application Requirements

Group must use enrollment application forms that are provided by Health Plan. If Group wants to use a different form or system for enrolling Members, Group must obtain Health Plan’s prior approval of the form or system. Other forms and systems include a “universal” enrollment application form, interactive voice recording (IVR) enrollment system, or intranet online enrollment system. All forms and systems must meet Health Plan requirements for enrolling Members, including disclosure of binding arbitration in accord with Section 1363.1 of the California Health and Safety Code and other applicable law. Group must retain documentation of each Member’s acceptance of the use of binding arbitration indefinitely, and upon request, must be able to produce documentation relating to a specific Member to Health Plan at any time. In the event that the contract between Health Plan and Group terminates or Group is unable to comply with this document retention requirement, Group must transfer possession of all such documentation to Health Plan in a mutually agreeable manner. Group’s Health Plan account manager can provide Group with Health Plan’s current requirements for enrollment application forms and systems.

Grandfathered Health Plan Coverage

For any coverage identified in an *EOC* as a “grandfathered health plan” under the Patient Protection and Affordable Care Act and regulations, Group must immediately inform Health Plan if this coverage does not meet (or no longer meets) the requirements for grandfathered status including but not limited to any change in its contribution rate to the cost of any grandfathered health plans during the plan year. Group represents that, for any coverage identified as a “grandfathered health plan” in the applicable *EOC*, Group has not decreased its contribution rate more than five percent (5%) for any rate tier for such grandfathered health plan when compared to the contribution rate in effect on March 23, 2010 for the same plan. Health Plan will rely on Group’s representation in issuing and continuing any and all grandfathered health plan coverage.

Governing Law

Except as preempted by federal law, this *Agreement* will be governed in accord with California law and any provision that is required to be in this *Agreement* by state or federal law, shall bind Group and Health Plan whether or not set forth in this *Agreement*.

Member Information

Group will inform Members and prospective Members of eligibility requirements for Subscribers and Dependents and when coverage becomes effective and terminates.

When Health Plan notifies Group about changes to this *Agreement* or provides Group other information that affects Members, Group will disseminate the information to Members by the next regular communication to them, but in no event later than 30 days after Group receives the information.

For each Health Plan coverage included in this *Agreement*, Health Plan will provide Group with the following disclosures for Group to distribute in accord with applicable laws, including the Medicare-as-Secondary-Payer laws ("Member Materials"):

- A *Disclosure Form (DF)* for each non-Medicare coverage. Group will provide *DFs* (or combined *EOC/DFs*) to Subscribers and potential Subscribers when the coverage is offered
- A *Summary of Benefits and Coverage (SBC)* for each non-Medicare coverage other than retiree plans with fewer than two current employees. Group will provide electronic or paper *SBCs* to Members and potential Members to the extent required by law, except that Health Plan will provide *SBCs* to Members who make a request to Health Plan
- Pre-enrollment materials that CMS requires for Kaiser Permanente Senior Advantage coverage, which are available upon request from Health Plan. Group will provide these materials to potential Members before they enroll in Senior Advantage coverage
- An *EOC* for each non-Medicare coverage. Group will provide *EOCs* (or combined *EOC/DFs*) to Subscribers, except that Health Plan will provide *EOCs* (or combined *EOC/DFs*) to Members and potential Members who make a request to Health Plan

If Group receives the *Agreement* or Member Materials in electronic form, Group is not authorized to modify or alter in any way the text or the formatting of the electronic *Agreement* or Member Materials.

Health Plan assumes no responsibility for any changes in text or formatting that may occur in the *Agreement* or Member Materials after they are provided to Group. If Group posts the electronic *Agreement* or Member Materials on its intranet site, it shall do so in such a way so as to permit employees of Group to download and print a complete and accurate copy of the *Agreement* or Member Materials.

In the event Health Plan reasonably concludes that Group is either using the electronic *Agreement* or Member Materials in a manner not permitted by this *Agreement* or is not providing Subscribers with access to the Member Materials in accord with applicable laws, then Health Plan will print copies of the *Agreement* or Member Materials and Group will cooperate with Health Plan to ensure that printed copies of the *Agreement* or Member Materials are provided in a timely manner to all employees of Group enrolled with Health Plan. Group agrees to reimburse Health Plan for the reasonable cost of printing and delivering the *Agreement* or Member Materials.

No Waiver

Health Plan's failure to enforce any provision of this *Agreement* will not constitute a waiver of that or any other provision, or impair Health Plan's right thereafter to require Group's strict performance of any provision.

Notices

Notices must be sent to the addresses listed below. Health Plan or Group may change its addresses for notices by giving written notice to the other. All notices are deemed given when delivered in person or deposited in a U.S. Postal Service receptacle for the collection of U.S. mail.

Notices from Health Plan to Group must be sent to:

SANTINO DANISI, CFO/DEPUTY SUPERINTENDENT
FRESNO UNIFIED SCHOOL DISTRICT
2309 TULARE ST
FRESNO, CA 93721-2266

If Group has chosen to receive group agreements electronically through Health Plan's website at <http://my.org/yourcontract>, Health Plan will send a notice to Group at the address listed above when a group agreement has been posted to that website.

Note: When Health Plan sends Group a new (renewed) *Agreement*, Health Plan will enclose a summary of changes that discusses the changes Health Plan has made to the *Group Agreement*. If Group wants information about changes before receiving the *Agreement*, Group may request advance information from their Health Plan account manager. Also, if Group designates a third party in writing (for example, "Broker of Record" statements), Health Plan may send the advance information to the third party rather than to Group (unless Group requests a copy too).

Notices from Group to Health Plan must be sent to:

Kaiser Permanente
1950 Franklin Street
Oakland, CA 94612
Attn: Wade J. Overgaard, Senior Vice President, Health Plan Operations

Open Enrollment

Group must hold an annual open enrollment period during which all eligible people, in accord with state law, may enroll in Health Plan or in any other health care plan available through Group. Also, Group must not hold open enrollment for 2023 until Group receives its 2023 group agreement Premium and coverage information from Health Plan. If Group holds the open enrollment without receiving 2023 group agreement Premium and coverage information, Health Plan may change Premiums and coverage (including benefits and Cost Sharing) when it offers to renew Group's Agreement as described under "Renewal" in the "Term of Agreement and Renewal" section.

Other Group coverage that covers Essential Health Benefits

For each non-grandfathered non-Medicare Health Plan coverage, except for any retiree-only coverage, Group must do all of the following if Group provides Health Plan Members with other medical or dental coverage (for example, separate pharmacy coverage) that covers any Essential Health Benefits:

- Notify Health Plan of the out-of-pocket maximum (OOPM) that applies to the Essential Health Benefits in each of the other medical or dental coverage.
- Ensure that the sum of the OOPM in Health Plan's coverage plus the OOPMs that apply to Essential Health Benefits in all of the other medical and dental coverage does not exceed the annual limitation on cost sharing described in 45 CFR 156.130.

Reporting Membership Changes and Retroactivity

Group must report membership changes (including sending appropriate membership forms) within the time limit for retroactive changes and in accord with any applicable "rescission" provisions of the Patient Protection and Affordable Care Act and regulations. Except for Senior Advantage membership terminations discussed below, the time limit for retroactive

membership changes is the calendar month when Health Plan's California Service Center receives Group's notification of the change plus the previous 2 months.

Representation regarding communication of membership changes

Group represents that its communication regarding membership changes to Health Plan is accurate. Group and its representative are bound by all membership data, including any changes or updates that it, or its representative, submits to Health Plan via any medium, electronic or otherwise, including but not limited to the following:

- Electronic data submissions regarding enrollment and eligibility
- Health Plan approved online tool for submission of data
- Paper enrollments submitted through postal mail or fax

Health Plan's Administrative Handbook includes the details about how to report membership changes. Group's Health Plan account manager can provide Group with an Administrative Handbook if Group does not have one.

Involuntary Kaiser Permanente Senior Advantage Membership Terminations

Group must give Health Plan's California Service Center 30 days' prior written notice of Senior Advantage involuntary membership terminations. An involuntary membership termination is a termination that is not in response to a disenrollment notice issued by CMS to Health Plan or received by Health Plan directly from a Member (these events are usually in response to a Member's request for disenrollment to CMS because the Member has enrolled in another Medicare health plan or wants Original Medicare coverage or has lost Medicare eligibility). The membership termination date is the first of the month following 30 days after the date when Health Plan's California Service Center receives a Senior Advantage membership termination notice unless Group specifies a later termination date. For example, if Health Plan's California Service Center receives a termination notice on March 5 for a Senior Advantage Member, the earliest termination date is May 1 and Group is required to pay applicable Premiums for the months of March and April.

Voluntary Kaiser Permanente Senior Advantage Membership Terminations

If Health Plan's California Service Center receives a disenrollment notice from CMS or a membership termination request from the Member, the membership termination date will be in accord with CMS requirements.

Representation Regarding Waiting Periods

By entering into this Agreement, Group hereby represents that Group does not impose a waiting period exceeding 90 days on employees who meet Group's eligibility requirements. For purposes of this requirement, a "waiting period" is the period that must pass before coverage for an individual who is otherwise eligible to enroll in non-Medicare coverage under the terms of a group health plan can become effective in accord with the waiting period requirements in the Patient Protection and Affordable Care Act and regulations.

In addition, Group represents that eligibility data provided by the Group to Health Plan will include coverage effective dates for Group's employees that correctly account for eligibility in compliance with the waiting period requirements in the Patient Protection and Affordable Care Act and regulations and will not exceed the waiting period established by Group. For example, if the hire date of an otherwise-eligible employee is January 19, the waiting period begins on January 19 and the effective date of coverage cannot be any later than April 19. Note: If the effective date of your Group's coverage is always on the first day of the month, in this example the effective date cannot be any later than April 1.

Right to Examine Records

Upon reasonable notice, Health Plan may examine Group's records with respect to contribution and participation requirements, eligibility, and payments under this *Agreement*.

Social Security and Tax Identification Numbers

Within 60 days after Health Plan sends Group a written request, Group will send Health Plan a list of all Members covered under this Agreement, along with the following:

- The Social Security number of the Member
- The tax identification number of the employer of the Subscriber in the Member's Family
- Any other information that Health Plan is required by law to collect

Premiums

Only Members for whom Health Plan (or its designee) has received the Full Premium payment as described below are entitled to coverage under this *Agreement*, and then only for the period for which Health Plan (or its designee) has received required Premium payment. Group is responsible for paying Premiums, except that Members who have Cal-COBRA coverage under an *EOC* that is included in this *Agreement* are responsible for paying Premiums for Cal-COBRA coverage.

Due Date and Payment of Premiums

The payment due date for each enrollment unit (or subgroup) associated with Group will be reflected on the monthly membership invoice if applicable to Group (if not applicable, then as specified in writing by Health Plan). If Group does not pay Full Premiums by the first of the coverage month, the Premiums may include an additional administrative charge upon renewal. "Full Premiums" means 100 percent of monthly Premiums for all of the coverage issued to each enrolled Member, as set forth under "Calculating Premiums" in this "Premiums" section.

New Members

Premiums are payable for the entire month for a new Member whose coverage effective date falls between the first day of the month and the fifteenth day of the month. No Premiums are due for the month for a new Member whose coverage becomes effective after the fifteenth day of that month.

Note: Membership begins at the beginning (12:00 a.m.) of the effective date of coverage.

Membership Termination

Premiums are payable for the entire month for a Member whose last day of coverage is any day during that month.

Note: The membership termination date is the first day a Member is not covered (for example, if the termination date is January 1, 2023, the last minute of coverage was at 11:59 p.m. on December 31, 2022).

Involuntary Kaiser Permanente Senior Advantage Membership Terminations

Group must give Health Plan's California Service Center 30 days' prior written notice of Senior Advantage involuntary membership terminations. An involuntary membership termination is a termination that is not in response to a disenrollment notice issued by CMS to Health Plan or received by Health Plan directly from a Member (these events are usually in response to a Member's request for disenrollment to CMS because the Member has enrolled in another Medicare health plan or wants Original Medicare coverage or has lost Medicare eligibility). The membership termination date is the first of the month following 30 days after the date when Health Plan's California Service Center receives a Senior Advantage membership termination notice unless Group specifies a later termination date. For example, if Health Plan's California Service Center receives a termination notice on March 5 for a Senior Advantage Member, the earliest termination date is May 1 and Group is required to pay applicable Premiums for the months of March and April.

Voluntary Kaiser Permanente Senior Advantage Membership Terminations

If Health Plan's California Service Center receives a disenrollment notice from CMS or a membership termination request from the Member, the membership termination date will be in accord with CMS requirements.

Premium Rebates

If state or federal law requires Health Plan to rebate premiums from this or any earlier contract year and Health Plan rebates premiums to Group, Group represents that Group will use that rebate for the benefit of Members, in a manner consistent with the requirements of the Public Health Service Act and the Affordable Care Act and if applicable with the obligations of a fiduciary under the Employee Retirement Income Security Act (ERISA).

Medicare

Medicare as primary coverage

For Members who are (or the subscriber in the family is) retired, age 65 or over, and eligible for Medicare as primary coverage, Premiums are based on the assumption that Health Plan or its designee will receive Medicare payments for Medicare-covered services provided to Members whose Medicare coverage is primary. If a Member age 65 or over is (or becomes) eligible for Medicare as primary coverage and is not for any reason enrolled through Group under a Kaiser Permanente Senior Advantage *EOC* (including inability to enroll under that *EOC* because they do not meet the plan's eligibility requirements, the plan is not available through Group, or the plan is closed to enrollment), Group must pay the Premiums listed below for the *EOC* under which the Member is enrolled that apply to Members age 65 or over who are not enrolled through Group under one of Health Plan's Medicare plans.

If a Member age 65 or over who is eligible for Medicare as primary coverage and enrolled under a Kaiser Permanente Senior Advantage *EOC* is no longer eligible for that plan, Health Plan may transfer the Member's membership to one of Group's plans that does not require Members to have Medicare, and Group must pay the Premiums listed below for the *EOC* under which the Member is enrolled that apply to Members age 65 or over who are not enrolled through Group under one of Health Plan's Medicare plans.

Medicare as secondary coverage

Medicare is the primary coverage except when federal law requires that Group's health care coverage be primary and Medicare coverage be secondary. Members entitled to Medicare when Medicare is secondary by law are subject to the same Premiums and receive the same benefits as Members who are under age 65 and not eligible for Medicare. In addition, Members for whom Medicare is secondary who meet the Kaiser Permanente Senior Advantage eligibility requirements may also enroll in the Senior Advantage plan under this *Agreement* that is applicable when Medicare is secondary. These Members receive the benefits and coverage described in both the *EOC* for the non-Medicare plan (the plan that does not require Members to have Medicare) and the Senior Advantage *EOC* that is applicable when Medicare is secondary.

Subscriber Contributions for Medicare Part C and Part D Coverage

Medicare Part C coverage

This "Medicare Part C coverage" section applies to Group's Kaiser Permanente Senior Advantage coverage. Group's Senior Advantage Premiums include the Medicare Part C premium for coverage of items and services covered under Parts A and B of Medicare, and supplemental benefits. Group may determine how much it will require Subscribers to contribute toward the Medicare Part C premium for each Senior Advantage Member in the Subscriber's Family, subject to the following restrictions:

- If Group requires different contribution amounts for different classes of Senior Advantage Members for the Medicare Part C premium, then Group agrees to the following:
 - ◆ any such differences in classes of Members are reasonable and based on objective business criteria, such as years of service, business location, and job category

- ◆ Group will not require different Subscriber contributions toward the Medicare Part C premium for Members within the same class
- Group will not require Subscribers to pay a contribution for Medicare Part C coverage for a Senior Advantage Member that exceeds the Medicare Part C Premium for items and services covered under Parts A and B of Medicare, and supplemental benefits. As applicable, Health Plan will pass through monthly payments received from CMS (the monthly payments described in 42 C.F.R. 422.304(a)) to reduce the amount the Member contributes toward the Medicare Part C premium

Medicare Part D coverage

This “Medicare Part D coverage” section applies only to Group’s Kaiser Permanente Senior Advantage coverage that includes Medicare Part D prescription drug coverage. Group’s Senior Advantage Premiums include the Medicare Part D premium. Group may determine how much it will require Subscribers to contribute toward the Medicare Part D premium for each Senior Advantage Member in the Subscriber’s Family, subject to the following restrictions:

- If Group requires different contribution amounts for different classes of Senior Advantage Members for the Medicare Part D premium, then Group agrees to the following:
 - ◆ any such differences in classes of Members are reasonable and based on objective business criteria, such as years of service, business location, and job category, and are not based on eligibility for the Medicare Part D Low Income Subsidy (the subsidies described in 42 C.F.R. Section 423 Subpart P, which are offered by the Medicare program to certain low-income Medicare beneficiaries enrolled in Medicare Part D, and which reduce the Medicare beneficiaries’ Medicare Part D premiums and/or Medicare Part D cost-sharing amounts)
 - ◆ Group will not require different Subscriber contributions toward the Medicare Part D premium for Members within the same class
- Group will not require Subscribers to pay a contribution for prescription drug coverage for a Senior Advantage Member that exceeds the Premium for prescription drug coverage (including the Medicare Part D premium). The Group will pass through direct subsidy payments received from CMS to reduce the amount the Member contributes toward the Medicare Part D premium
- Health Plan will credit Group with any Low Income Subsidy amounts that Health Plan receives from CMS for Group’s Members, and Health Plan will identify those Members for Group as required by CMS. For those Members, Group will first credit the Low Income Subsidy amount toward the Subscriber’s contribution for that Member’s Senior Advantage Premium for the same month, and will then apply any remaining portion of the Member’s Low Income Subsidy toward the portion of the Senior Advantage Premium that Group pays on behalf of that Member for that month. If Group is unable to reduce the Subscriber’s contribution before the Subscriber makes the contribution, Group shall, consistent with CMS guidance, refund the Low Income Subsidy amount to the Subscriber (up to the amount of the Subscriber Premium contribution for the Member for that month) within 45 days after the date Health Plan receives the Low Income Subsidy amount from CMS. Health Plan reserves the right to periodically require Group to certify that Group is either reducing Subscribers’ monthly Premium contributions or refunding the Low Income Subsidy amounts to Subscribers in accord with CMS guidance
- For any Members who are eligible for the Low Income Subsidy, if the amount of that Low Income Subsidy is less than the Member’s contribution for the Medicare Part D premium, then Group should inform the Member of the financial consequences of the Member’s enrolling in the Member’s current coverage, as compared to enrolling in another Medicare Part D plan with a monthly premium equal to or less than the Low Income Subsidy amount

Late Enrollment Penalty

If any Members are subject to the Medicare Part D late enrollment penalty, Premiums for those Members will increase to include the amount of the penalty.

Calculating Premiums

To calculate the amount of Full Premiums that apply to a Family (a Subscriber and all of their Dependents):

1. Determine the coverage (EOCs and contract options) that apply to each Member in the Family (for example, Traditional Plan and any Ancillary Coverage).

2. Determine the family role type and Medicare status of each Member (for family role types, please see the "Definitions" section of the *EOC* for the definition of Subscriber, Dependent, and Spouse).
3. Identify the Premiums for each Member for each *EOC* and contract option (including contract options issued through a separate contract) based on the family role type and Medicare status of each Member:
 - Premiums for coverage issued under this *Agreement* appear in the Premium tables below.
 - If Ancillary Coverage has been issued under a separate contract and Premiums for that coverage are not listed in the Premium tables below, refer to that contract for Premiums. This Ancillary Coverage is part of the contract options selected by Group, and Group submits payment for this Ancillary Coverage as part of Full Premium.
4. Add the amounts of Premiums for each Member together to arrive at the total, Full Premiums required for the Family.

Monthly Premiums for Kaiser Permanente Deductible HMO Plan — EOC # 1

DHMO 11299NCR ACTIVE COMPOSITE

Members under age 65 who are not eligible for Medicare

Family role type	Premiums
Subscriber	\$1,198.70
Each additional Dependent	\$0.00

Members under age 65 who are eligible for or have Medicare Part A only

Family role type	Premiums
Subscriber	\$1,198.70
Each additional Dependent	\$0.00

Members under age 65 who are eligible for or have Medicare Part B only

Family role type	Premiums
Subscriber	\$1,198.70
Each additional Dependent	\$0.00

Members under age 65 who are eligible for or have Medicare Parts A&B

Family role type	Premiums
Subscriber	\$1,198.70
Each additional Dependent	\$0.00

Members under age 65 who are enrolled in another carrier's Medicare Risk product

Family role type	Premiums
Subscriber	\$1,796.88
Each additional Dependent	\$1,796.88

Members under age 65 when Medicare is secondary

Family role type	Premiums
Subscriber	\$1,198.70
Each additional Dependent	\$0.00

Members age 65 and over whose Medicare eligibility is unknown

Family role type	Premiums
Subscriber	\$1,796.88
Each additional Dependent	\$1,796.88

Members age 65 and over who are eligible for or have Medicare Part A only

Family role type	Premiums
Subscriber	\$1,386.23
Each additional Dependent	\$1,386.23

Members age 65 and over who are eligible for or have Medicare Part B only

Family role type	Premiums
Subscriber	\$1,796.88
Each additional Dependent	\$1,796.88

Members age 65 and over who are eligible for or have Medicare Parts A&B

Family role type	Premiums
Subscriber	\$1,386.23
Each additional Dependent	\$1,386.23

Members age 65 and over who are enrolled in another carrier's Medicare Risk product

Family role type	Premiums
Subscriber	\$1,796.88
Each additional Dependent	\$1,796.88

Members age 65 and over when Medicare is secondary

Family role type	Premiums
Subscriber	\$1,198.70
Each additional Dependent	\$0.00

Note: Members who are “eligible for” Medicare Part A or B are those who would qualify for Medicare Part A or B coverage if they applied for it. Members who “have” Medicare Part A or B are those who have been granted Medicare Part A or B coverage. Medicare Part A provides inpatient coverage and Part B provides outpatient coverage.

Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D — EOC # 2*SR ADV GRP HMO NCR*

Family role type	Medicare Parts A & B	Medicare Part B only
Subscriber	\$278.99	\$588.99
1st Dependent	\$278.99	\$588.99
2nd Dependent	\$278.99	\$588.99
Each additional Dependent	\$278.99	\$588.99

Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage — EOC # 3*NCR WORK AGED ASSIGN*

For Members enrolled in Senior Advantage when federal law requires that Group’s health care plan be primary and Medicare coverage be secondary, the Premiums are:

Family role type	Premiums
Subscriber	\$1,198.70

Monthly Premiums for Kaiser Permanente Deductible HMO Plan — EOC # 4

DHMO 11299NCR EARLY RETIREES COMPOSITE

Members under age 65 who are not eligible for Medicare

Family role type	Premiums
Subscriber	\$1,708.13
1st Dependent	\$0.00
2nd Dependent	\$0.00
Each additional Dependent	\$0.00

Members under age 65 who are eligible for or have Medicare Part A only

Family role type	Premiums
Subscriber	\$1,708.13
1st Dependent	\$0.00
2nd Dependent	\$0.00
Each additional Dependent	\$0.00

Members under age 65 who are eligible for or have Medicare Part B only

Family role type	Premiums
Subscriber	\$1,708.13
1st Dependent	\$0.00
2nd Dependent	\$0.00
Each additional Dependent	\$0.00

Members under age 65 who are eligible for or have Medicare Parts A&B

Family role type	Premiums
Subscriber	\$1,708.13
1st Dependent	\$0.00
2nd Dependent	\$0.00
Each additional Dependent	\$0.00

Members under age 65 who are enrolled in another carrier's Medicare Risk product

Family role type	Premiums
Subscriber	\$1,796.88
1st Dependent	\$1,796.88
2nd Dependent	\$1,796.88
Each additional Dependent	\$1,796.88

Members under age 65 when Medicare is secondary

Family role type	Premiums
Subscriber	\$1,708.13
1st Dependent	\$0.00
2nd Dependent	\$0.00
Each additional Dependent	\$0.00

Members age 65 and over whose Medicare eligibility is unknown

Family role type	Premiums
Subscriber	\$1,796.88

Family role type	Premiums
1st Dependent	\$1,796.88
2nd Dependent	\$1,796.88
Each additional Dependent	\$1,796.88

Members age 65 and over who are eligible for or have Medicare Part A only

Family role type	Premiums
Subscriber	\$1,386.23
1st Dependent	\$1,386.23
2nd Dependent	\$1,386.23
Each additional Dependent	\$1,386.23

Members age 65 and over who are eligible for or have Medicare Part B only

Family role type	Premiums
Subscriber	\$1,796.88
1st Dependent	\$1,796.88
2nd Dependent	\$1,796.88
Each additional Dependent	\$1,796.88

Members age 65 and over who are eligible for or have Medicare Parts A&B

Family role type	Premiums
Subscriber	\$1,386.23
1st Dependent	\$1,386.23
2nd Dependent	\$1,386.23
Each additional Dependent	\$1,386.23

Members age 65 and over who are enrolled in another carrier's Medicare Risk product

Family role type	Premiums
Subscriber	\$1,796.88
1st Dependent	\$1,796.88
2nd Dependent	\$1,796.88
Each additional Dependent	\$1,796.88

Members age 65 and over when Medicare is secondary

Family role type	Premiums
Subscriber	\$1,708.13
1st Dependent	\$0.00
2nd Dependent	\$0.00
Each additional Dependent	\$0.00

Note: Members who are "eligible for" Medicare Part A or B are those who would qualify for Medicare Part A or B coverage if they applied for it. Members who "have" Medicare Part A or B are those who have been granted Medicare Part A or B coverage. Medicare Part A provides inpatient coverage and Part B provides outpatient coverage.

Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D — EOC # 5

SR ADV GRP HMO NCR EARLY RETIREES

Family role type	Medicare Parts A & B	Medicare Part B only
Subscriber	\$278.99	\$588.99
1st Dependent	\$278.99	\$588.99
2nd Dependent	\$278.99	\$588.99
Each additional Dependent	\$278.99	\$588.99

Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage — EOC # 6

NCR WORK AGED ASSIGN EARLY RETIREES

For Members enrolled in Senior Advantage when federal law requires that Group's health care plan be primary and Medicare coverage be secondary, the Premiums are:

Family role type	Premiums
Subscriber	\$1,708.13
1st Dependent	\$0.00
2nd Dependent	\$0.00

Monthly Premiums for Kaiser Permanente Deductible HMO Plan — EOC # 7

DHMO 11299NCR COBRA

Members under age 65 who are not eligible for Medicare

Family role type	Premiums
Subscriber	\$1,198.70
Each additional Dependent	\$0.00

Members under age 65 who are eligible for or have Medicare Part A only

Family role type	Premiums
Subscriber	\$1,198.70
Each additional Dependent	\$0.00

Members under age 65 who are eligible for or have Medicare Part B only

Family role type	Premiums
Subscriber	\$1,198.70
Each additional Dependent	\$0.00

Members under age 65 who are eligible for or have Medicare Parts A&B

Family role type	Premiums
Subscriber	\$1,198.70
Each additional Dependent	\$0.00

Members under age 65 who are enrolled in another carrier's Medicare Risk product

Family role type	Premiums
Subscriber	\$1,796.88

Family role type	Premiums
Each additional Dependent	\$1,796.88

Members under age 65 when Medicare is secondary

Family role type	Premiums
Subscriber	\$1,198.70
Each additional Dependent	\$0.00

Members age 65 and over whose Medicare eligibility is unknown

Family role type	Premiums
Subscriber	\$1,796.88
Each additional Dependent	\$1,796.88

Members age 65 and over who are eligible for or have Medicare Part A only

Family role type	Premiums
Subscriber	\$1,386.23
Each additional Dependent	\$1,386.23

Members age 65 and over who are eligible for or have Medicare Part B only

Family role type	Premiums
Subscriber	\$1,796.88
Each additional Dependent	\$1,796.88

Members age 65 and over who are eligible for or have Medicare Parts A&B

Family role type	Premiums
Subscriber	\$1,386.23
Each additional Dependent	\$1,386.23

Members age 65 and over who are enrolled in another carrier's Medicare Risk product

Family role type	Premiums
Subscriber	\$1,796.88
Each additional Dependent	\$1,796.88

Members age 65 and over when Medicare is secondary

Family role type	Premiums
Subscriber	\$1,198.70
Each additional Dependent	\$0.00

Note: Members who are "eligible for" Medicare Part A or B are those who would qualify for Medicare Part A or B coverage if they applied for it. Members who "have" Medicare Part A or B are those who have been granted Medicare Part A or B coverage. Medicare Part A provides inpatient coverage and Part B provides outpatient coverage.

Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D — EOC # 8

SR ADV GRP HMO NCR COBRA

Family role type	Medicare Parts A & B	Medicare Part B only
Subscriber	\$278.99	\$588.99
1st Dependent	\$278.99	\$588.99

Family role type	Medicare Parts A & B	Medicare Part B only
2nd Dependent	\$278.99	\$588.99
Each additional Dependent	\$278.99	\$588.99

Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage — EOC # 9

NCR WORK AGED ASSIGN COBRA

For Members enrolled in Senior Advantage when federal law requires that Group's health care plan be primary and Medicare coverage be secondary, the Premiums are:

Family role type	Premiums
Subscriber	\$1,198.70

Monthly Premiums for Kaiser Permanente Deductible HMO Plan — EOC # 10

DHMO 11299NCR EARLY RETIREES 3 TIER

Members under age 65 who are not eligible for Medicare

Family role type	Premiums
Subscriber	\$861.44
1st Dependent	\$861.44
2nd Dependent	\$792.53
Each additional Dependent	\$0.00

Members under age 65 who are eligible for or have Medicare Part A only

Family role type	Premiums
Subscriber	\$861.44
1st Dependent	\$861.44
2nd Dependent	\$792.53
Each additional Dependent	\$0.00

Members under age 65 who are eligible for or have Medicare Part B only

Family role type	Premiums
Subscriber	\$861.44
1st Dependent	\$861.44
2nd Dependent	\$792.53
Each additional Dependent	\$0.00

Members under age 65 who are eligible for or have Medicare Parts A&B

Family role type	Premiums
Subscriber	\$861.44
1st Dependent	\$861.44
2nd Dependent	\$792.53
Each additional Dependent	\$0.00

Members under age 65 who are enrolled in another carrier's Medicare Risk product

Family role type	Premiums
Subscriber	\$1,796.88
1st Dependent	\$1,796.88
2nd Dependent	\$1,796.88
Each additional Dependent	\$1,796.88

Members under age 65 when Medicare is secondary

Family role type	Premiums
Subscriber	\$861.44
1st Dependent	\$861.44
2nd Dependent	\$792.53
Each additional Dependent	\$0.00

Members age 65 and over whose Medicare eligibility is unknown

Family role type	Premiums
Subscriber	\$1,796.88
1st Dependent	\$1,796.88
2nd Dependent	\$1,796.88
Each additional Dependent	\$1,796.88

Members age 65 and over who are eligible for or have Medicare Part A only

Family role type	Premiums
Subscriber	\$1,386.23
1st Dependent	\$1,386.23
2nd Dependent	\$1,386.23
Each additional Dependent	\$1,386.23

Members age 65 and over who are eligible for or have Medicare Part B only

Family role type	Premiums
Subscriber	\$1,796.88
1st Dependent	\$1,796.88
2nd Dependent	\$1,796.88
Each additional Dependent	\$1,796.88

Members age 65 and over who are eligible for or have Medicare Parts A&B

Family role type	Premiums
Subscriber	\$1,386.23
1st Dependent	\$1,386.23
2nd Dependent	\$1,386.23
Each additional Dependent	\$1,386.23

Members age 65 and over who are enrolled in another carrier's Medicare Risk product

Family role type	Premiums
Subscriber	\$1,796.88
1st Dependent	\$1,796.88
2nd Dependent	\$1,796.88
Each additional Dependent	\$1,796.88

Members age 65 and over when Medicare is secondary

Family role type	Premiums
Subscriber	\$861.44
1st Dependent	\$861.44
2nd Dependent	\$792.53
Each additional Dependent	\$0.00

Note: Members who are “eligible for” Medicare Part A or B are those who would qualify for Medicare Part A or B coverage if they applied for it. Members who “have” Medicare Part A or B are those who have been granted Medicare Part A or B coverage. Medicare Part A provides inpatient coverage and Part B provides outpatient coverage.

Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D — EOC # 11
SR ADV GRP HMO NCR EARLY RETIREES 3 TIER

Family role type	Medicare Parts A & B	Medicare Part B only
Subscriber	\$278.99	\$588.99
1st Dependent	\$278.99	\$588.99
2nd Dependent	\$278.99	\$588.99
Each additional Dependent	\$278.99	\$588.99

Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage — EOC # 12
NCR WORK AGED ASSIGN EARLY RETIREES 3 TIER

For Members enrolled in Senior Advantage when federal law requires that Group’s health care plan be primary and Medicare coverage be secondary, the Premiums are:

Family role type	Premiums
Subscriber	\$861.44
1st Dependent	\$861.44
2nd Dependent	\$792.53

Agreement Signature Page

Acceptance of Agreement

Group acknowledges acceptance of this *Agreement* by signing the Signature Page and returning it to Health Plan. If Group does not return it to Health Plan, Group will be deemed as having accepted this *Agreement* if Group pays Health Plan any amount toward Premiums.

Group may **not** change this *Agreement* by adding or deleting words, and any such addition or deletion is void. Health Plan might not respond to any changes or comments submitted on or with this Signature Page. Group may not construe Health Plan's lack of response to any submitted changes or comments to imply acceptance. If Group wishes to change anything in this *Agreement*, Group must contact its Health Plan account manager. Health Plan will issue a new *Agreement* or amendment if Health Plan and Group agree on any changes.

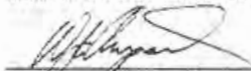
Binding Arbitration

As more fully set forth in the arbitration provision in the applicable *Evidence of Coverage*, disputes between Members, their heirs, relatives, or associated parties (on the one hand) and Health Plan, Kaiser Permanente health care providers, or other associated parties (on the other hand) for alleged violation of any duty arising out of or related to this *Agreement*, including any claim for medical or hospital malpractice (a claim that medical services or items were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered), for premises liability, or relating to the coverage for, or delivery of, services or items pursuant to this *Agreement*, irrespective of legal theory, must be decided by binding arbitration and not by lawsuit or resort to court process, except as applicable law provides for judicial review of arbitration proceedings. Members enrolled under this *Agreement* thus give up their right to a court or jury trial, and instead accept the use of binding arbitration as specified in the applicable *Evidence of Coverage* except that the following types of claims are not subject to binding arbitration:

- Claims within the jurisdiction of the Small Claims Court
- Claims subject to a Medicare appeals procedure as applicable to Kaiser Permanente Senior Advantage Members
- Claims that cannot be subject to binding arbitration under governing law

Signatures

Kaiser Foundation Health Plan, Inc., Northern California Region



Wade J. Overgaard
Authorized officer
Senior Vice President, Health Plan Operations
October 1, 2021

FRESNO UNIFIED SCHOOL DISTRICT

Authorized Group officer signature

Santino Danisi, Chief Financial Officer

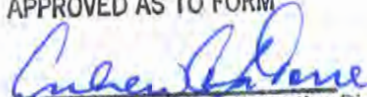
Print name and title

Date

Please keep this copy of the signature page with your *Agreement*. An extra copy is included in your contract package to sign and return:

- **By mail:** Kaiser Permanente, California Service Center, P.O. Box 23448, San Diego, CA 92193-3448.
- **By fax:** 1-855-355-5334

APPROVED AS TO FORM



Andrew De La Torre, Executive Director
Benefits & Risk Management

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 08, 2021

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 Agreement with Activities Integrating Math and Science Education Foundation for Fresno Unified Winter Session 2021

ITEM DESCRIPTION: Included in the Board binder is an agreement for Activities Integrating Math and Science (AIMS) Education Foundation. The AIMS Education Foundation will be utilized to provide professional learning, instructional activities, and materials for students in grades fourth through sixth during the Winter Session 2021: December 21, 2021, through January 06, 2022. Materials will include activities for ten classroom sessions of designated sites to last three to four hours each. AIMS will also provide professional learning materials for teachers to use in preparation for the sessions. All materials needed for student activities will be provided and delivered to a designated site on a date to be mutually determined between Fresno Unified and AIMS.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$34,650 are available in the Extended Learning budget

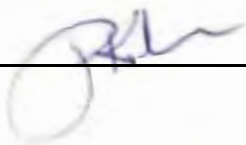
PREPARED BY: Jeremy Ward,
Assistant Superintendent

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

CABINET APPROVAL: Kim Mecum,
Chief Academic Officer

SUPERINTENDENT APPROVAL:







Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

AIMS Education Foundation

1595 S. Chestnut Avenue Fresno, CA 93702

Vendor Name
(559) 255-4094

Address
Paul Reimer
Vendor Contact

Phone Number

From: December 10, 2021

Through: January 6, 2022

Term (Duration)

FUSD Contract Administrator:
Jeremy Ward

Extended Learning/College&Career Read(559)248-7465

Name

Site/ Dept

Telephone number

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

060-7425-0790-1981-5899

Annual Cost 34650.

(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:

AIMS will provide professional learning, instructional activities, and materials for students in grades 4-6 during the FUSD Winter Session 2021: December 21, 2021 through January 6, 2022. Materials will include activities for ten classroom sessions to last 3-4 hours each. AIMS will also provide professional learning materials for teachers to use in preparation for the sessions. All materials needed for student activities will be provided and delivered to a designated site on a date to be mutually determined between FUSD and AIMS.

Date Item is to appear on Board of Education Agenda:

12/8/21

Agenda Item #

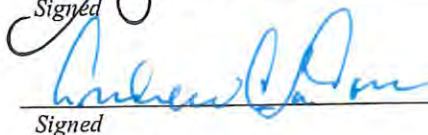
(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:


Signed

11/12/21
Date

Reviewed & approved by Executive Director, Risk Management:


Signed

11/28/2021
Date

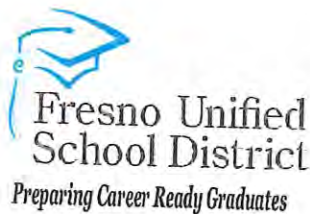
Please return signed contract to:

Dina Lopez

Name

College & Career Readiness

Department



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-7425-0790-1981-5899

District Contact Person: Valerie Martinez

Budget Manager Approval: _____

Contractor's Vendor Name: AIMS Education Foundation

Contractor's Contact Person: Paul Reimer

Contractor's Title: Executive Director

Contractor's Telephone Number: (559) 255-4094

Contractor's E-mail: paul@aimscenter.org

Contractor's Address: 1595 S. Chestnut Avenue Fresno, CA 93702

Contractor's Taxpayer ID# or SSN#: 77-0117407

This Independent Contractor Services Agreement is made and entered into effective 12/10/21 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide PL

AIMS agrees to provide professional learning, instructional activities, and materials for students in grades 4-6 during the FUSD Winter Session 2021/22: December 21, 2021 through January 6, 2022. Materials will include activities for ten classroom sessions to last 3-4 hours each. AIMS will also provide professional learning materials for teachers to use in preparation for the sessions. All materials needed for student activities will be provided and delivered to a designated site on a date to be mutually determined between FUSD and AIMS.

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

3. Term. This Agreement shall begin on 12/10/21 , and shall terminate on 1/06/22 . 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 34650 per contract, Not to exceed 34650. Checks will be made payable to AIMS Education Foundation . 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 fil

- a. Lodging _____ Actual cost of single occupancy. Not to exceed \$100 per night. *Receipt Required.
- b. Meals _____ Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. *Receipt Required.
- c. Travel _____ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d. Supplies _____ As negotiated with school/department contracting for service.
- e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): 34650
- f. Other _____

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

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

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

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

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

Contractor's initials fil

District's initials mw

11. Anti-discrimination. Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the District's Chief Compliance and Title IX Officer Paul Idsvoog, by phone at 559-457-3730, by email at Paul.Idsvoog@fresnounified.org, or in person at 2309 Tulare Street Fresno, CA 93721.

12. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice. In the event of early termination, Contractor shall be paid for satisfactory work

performed to the date of termination. The District may then proceed with the work in any manner the District deems proper.

Notwithstanding the expiration or termination of this Agreement for any reason (a) any provision of this Agreement that imposes or contemplates continuing obligations on a Party shall survive the expiration or termination of this Agreement, including without limitation, the rights and duties under Paragraphs 12, 13, 15, and 17; and (b) all undisputed fees due and payable hereunder through the termination date in accordance with Paragraphs 4 and 5.

13. Confidential Information

- a. For the purposes of this Agreement "Confidential Information" includes any written or oral information or data, disclosed by either Party to the other, which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, administration, plan design, benefits or contractual affairs of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.
- b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a "need to know," and who are themselves bound by similar nondisclosure restrictions (collectively, "Representatives"). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the Committee in writing within three (3) business days. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph 13.B. Upon the request of the Committee Contractor shall provide a written acknowledgement from each of its Representatives that said Representative is bound by the terms of this Paragraph 13.B.
- c. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information.
- d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:
 - i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;
 - ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the Committee an opportunity to seek appropriate protection; and
 - iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.
- e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the Committee and District. By granting access to Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any Confidential Information. After its review of the Confidential Information Contractor will return to the District all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the District's permission destroy the Confidential Information and certify in writing that it has been destroyed.

14. Injunctive Relief. Each Party acknowledges that a breach or threatened breach of this Agreement may cause immediate and irreparable harm to the District and that, to protect against such harm, the District may seek from a court of competent jurisdiction the issuance of a restraining order or injunction to prohibit any threatened disclosure

or misuse of the District's Confidential Information. Such an action for a restraining order or injunction is in addition to and does not limit all other remedies provided by law or in equity or by agreement between the Parties.

15. Indemnification and Hold Harmless. To the fullest extent allowed by law, the Contractor shall defend, indemnify and hold District, its agents, employees, Board of Trustees, members of the Board of Trustees, officials, officers, volunteers, and representatives ("Indemnitees") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees, regardless of whether sole or otherwise, as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively "Loss") to the extent arising out of or incident to: 1) the performance or breach of any of the terms and conditions of the contract (including but not limited to) the Contractor's use of the site; or 2) any acts, omissions, negligence, in connection with the performance of Services or otherwise arising from this Contract ("Indemnification"); or 3) the willful misconduct of the Contractor or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. The Contractor's Indemnification includes, but is not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses.
- a. The Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnitees, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnitees, notwithstanding whether liability is, can be or has yet been established.
 - b. The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnitees, in any such suit, action or other legal proceeding. The Contractor shall reimburse Indemnitees, and each of them, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
 - c. Acceptance of insurance certificates and endorsements required under the contract does not relieve the Contractor from liability under this indemnification and hold harmless clause. The requirements of this Section (Indemnification and Hold Harmless) shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

16. Insurance. Without limiting "Contractor" indemnification, it is agreed that "Contractor" shall secure and maintain in force during the term of this Agreement a Commercial General Liability policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than one million (\$1,000,000) dollars per occurrence, two million (\$2,000,000) annual aggregate limit. Business automobile Liability Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than one million (\$1,000,000) dollars per occurrence. In the event "Contractor" is working with students individually or providing professional services to students, "Contractor" shall maintain a policy providing coverage for sexual molestation and/or abuse claims. In the event that "Contractor's" Commercial General liability policy excludes coverage for sexual molestation and/or abuse claims shall be required to procure a separate or supplemental policy providing such coverage. The limits of coverage for the abuse and molestation policy shall be not less than \$1,000,000 per claim and \$3,000,000 aggregate. If any of the required policies provide coverage on a claims-made basis then the following shall apply; 1) The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work; 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work; (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. Self-insured retentions must be declared to and approved by District. The District may require "Contractor" to provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention. The policy shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.

The District shall be named as an additional insured on the policies by separate endorsement. A Certificate of Insurance and endorsements shall be attached to the Agreement as proof of insurance. The "Contractor" policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary. "Contractor" shall produce the policy for District, upon request.

17. Independent Contractor Status. While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.
18. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.
19. Fingerprinting Requirements. Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor and its consultants, prior to any of the Contractor's employees, or those of any other consultants, coming into contact with the District's pupils submit through the DISTRICT fingerprints to the Department of Justice (DOJ) for the monitoring and supervision of employee(s) and/or affiliated constituents. Contractor will not begin work on the Project site until obtaining a DOJ cleared status through the DISTRICT. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1. "Fingerprinting Requirements," is expressly understood and agreed to by the parties hereto:

Contractor's initials fil 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: AIMS Education Foundation

Name: Paul Reimer

Address:
1595 S. Chestnut Avenue
Fresno, CA 93702

c: Andrew De La Torre
Benefits & Risk Management
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

28. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements for the performance of its duties under this agreement and that failure to do so shall constitute material breach.
29. Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
30. Construction. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.
31. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
32. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
33. Board Approval. For contracts in excess of \$15,000.00, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.

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

DISTRICT

Fresno Unified School District

Santino Danisi, Chief Financial Officer

Date

CONTRACTOR

AIMS Education Foundation

Paul Reimer
Name: Paul Reimer , *Title: Executive Director*

11/12/2021

Date

Approved As To Form:

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

11/18/2021

Date



Preliminary Proposal for FUSD Winter Session Services

Contact Person:

Aileen Rizo, Associate Director PK-12

aileen@aimscenter.org

AIMS will provide professional learning, instructional activities, and materials for Grade 4-6 students during the 2021 FUSD Winter Session December 21, 2021 through January 6, 2022. The materials will include activities for 10 classroom sessions to last 3-4 hours each. AIMS will also provide professional learning materials for teachers to use in preparation for the sessions. All materials needed for student activities will be provided and delivered to a designated site on a date to be mutually determined between FUSD and AIMS.

<p>Professional Learning</p> <p>Professional Learning and Materials</p> <ul style="list-style-type: none"> - Review weekly instructional guides - Watch hands-online webinars - Try an activity - Explore additional resources <p>AIMS will not be available for in-person professional learning on December 20. However, we can provide several options for in-person facilitated professional learning before that date.</p>	<p>\$5,000</p>
<p>STEAM Instructional Activities</p> <p>Weekly instructional guides introduce big ideas, overarching questions, and individual activities for exploration with connection to CCSSM and NGSS</p> <p>Week 1: Structures</p> <p>Activities: prism city, tensegrity, pull-up polyhedra, tangram puzzle</p> <p>Week 2: Motion</p> <p>Activities: LEGO wind cars, boats, rockets, paper airplanes, catapult</p> <p>Week 3: Machines</p> <p>Activities: hexbugs, chain reaction finale (showcase)</p>	

Classroom visits by AIMS team members will occur January 3-6. We will provide support for the showcase finale on January 6.	\$15,000
Materials Materials kit for each site (need number of sites, number of students at each site) - Instructional guide (PDF and printed copies)	\$10,000
Subtotal	\$30,000
Indirect Costs (10%)	\$3,000
TOTAL	\$33,000



Preliminary Proposal for FUSD Winter Session Services

Contact Person:

Aileen Rizo, Associate Director PK-12

aileen@aimscenter.org

AIMS will provide professional learning, instructional activities, and materials for Grade 4-6 students during the 2021 FUSD Winter Session December 21, 2021 through January 6, 2022. The materials will include activities for 10 classroom sessions to last 3-4 hours each. AIMS will also provide professional learning materials for teachers to use in preparation for the sessions. All materials needed for student activities will be provided and delivered to a designated site on a date to be mutually determined between FUSD and AIMS.

<p>Professional Learning</p> <p>Professional Learning and Materials</p> <ul style="list-style-type: none"> - Review weekly instructional guides - Watch hands-online webinars - Try an activity - Explore additional resources <p>AIMS will not be available for in-person professional learning on December 20. However, we can provide several options for in-person facilitated professional learning before that date.</p>	<p>\$5,000</p>
<p>STEAM Instructional Activities</p> <p>Weekly instructional guides introduce big ideas, overarching questions, and individual activities for exploration with connection to CCSSM and NGSS</p> <p>Week 1: Structures</p> <p>Activities: prism city, tensegrity, pull-up polyhedra, tangram puzzle</p> <p>Week 2: Motion</p> <p>Activities: LEGO wind cars, boats, rockets, paper airplanes, catapult</p> <p>Week 3: Machines</p> <p>Activities: hexbugs, chain reaction finale (showcase)</p>	

Classroom visits by AIMS team members will occur January 3-6. We will provide support for the showcase finale on January 6.	\$15,000
Materials Materials kit for each site (need number of sites, number of students at each site) - Instructional guide (PDF and printed copies)	\$10,000
Subtotal	\$30,000
Indirect Costs (10%)	\$3,000
TOTAL	\$33,000

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 08, 2021

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 Agreement with Arte Americas

ITEM DESCRIPTION: Included in the Board binders is an agreement with Arte Americas. Arte Americas agrees to provide three separate three-day performing arts camps for up to 60 students in grades four through six at each camp (180 students total). Students will participate in a variety of enrichment activities:

- Christmas Pinata Ornaments - Materials will be provided for students to create their own tiny pinatas. They will create a one-page storybook that brings their little pinata character to life. Students will explore the cultural significance of the festive pinata.
- Drumming - Students will enrich their lives by learning about African music and culture. Drum activities will include learning songs, rhythms and activities using West African drumming techniques. Drums will be provided.
- Spanish Literacy - Spanish Literacy will provide language education through creative storytelling and music. Students will increase their literacy skills in Spanish through a dual immersion class to promote Literacy and knowledge in a second language.
- Feliz Fitness - Students will participate in a low impact Latin dance and workout class. Exercise includes stretches, warmups, and Latin dance styles. Students can expect to improve their fitness and health, strengthen muscles, and posture, and experience the joy of dance.

On the final day of camp there will be a showcase for families of camp participants that will include a performance and exhibit of their completed works of art.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$42,276 are available in the Extended Learning Department budget.

PREPARED BY: Jeremy Ward,
Assistant Superintendent

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

CABINET APPROVAL: Kim Mecum,
Chief Academic Officer

SUPERINTENDENT APPROVAL:





Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

<u>Arte Americas</u>	<u>1630 N. Van Ness Ave. Fresno, CA 93721</u>
Vendor Name	Address
<u>(559) 268-6130</u>	<u>Ruth Saludes</u>
Phone Number	Vendor Contact
From: <u>December 10, 2021</u>	Through: <u>January 6, 2022</u>
Term (Duration)	
FUSD Contract Administrator:	<u>Extended Learning/College&Career Readiness: (559)248-7560</u>
<u>Valerie Martinez</u>	<u>Site/ Dept</u> <u>Telephone number</u>
Name	
Budget (Fund-Unit-Dept.-Activity-Object)	<u>060-7425-0790-1981-5899</u>

Annual Cost \$ 42,276.00

(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:

Arte Americas agrees to provide three separate 3-day performing arts camps for up to 60 students in grades 4-6 at each camp (180 students total). Students will participate in a variety of enrichment activities:

1. Christmas Pinata Ornaments - Materials will be provided for students to create their own tiny pinatas. They will create a one-page storybook that brings their little pinata character to life. Students will explore the cultural significance of the festive pinata.
2. Drumming - Students will enrich their lives by learning about African music and culture. Drum activities will include learning songs, rhythms and activities using West African drumming techniques. Drums will be provided.
3. Spanish Literacy - Spanish Literacy will provide language education through creative storytelling and music. Students will increase their literacy skills in Spanish through a dual immersion class to promote literacy and knowledge in a second language.
4. Feliz Fitness - Students will participate in a low impact Latin dance and workout class. Exercise includes stretches, warm ups, and Latin dance styles. Students can expect to improve their fitness and health, strengthen muscles and posture and experience the joy of dance.

On the final day of camp there will be a showcase for families of camp participants that includes a performance and exhibit of their completed works of art.

Date Item is to appear on Board of Education Agenda: 12/08/21 Agenda Item # (Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

[Signature] 11/12/21
Signed Date

Reviewed & approved by Executive Director, Risk Management:

[Signature] 11/22/2021
Signed Date

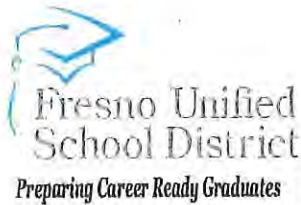
Please return signed contract to:

Dina Lopez

Name

College & Career Readiness

Department



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-7425-0790-1981-5899

District Contact Person: Valerie Martinez

Budget Manager Approval: _____

Contractor's Vendor Name: Arte Americas

Contractor's Contact Person: Ruth Saludes

Contractor's Title: Executive Director

Contractor's Telephone Number: (559) 268-6130

Contractor's E-mail: rsaludes@arteamericas.org

Contractor's Address: 1630 N. Van Ness Ave. Fresno, CA 93721

Contractor's Taxpayer ID# or SSN#: 77-0151198

This Independent Contractor Services Agreement is made and entered into effective 12/10/21 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide

Arte Americas agrees to provide three separate 3-day performing arts camps for up to 60 students in grades 4-6 at each camp (180 students total). The camps will be held at Arte Americas, a performing arts center and gallery in Fresno. The camps will run from 1:00 PM to 4:00 PM for each of the scheduled days. There will be fifteen students to one instructor including a teaching assistant to support the instruction. Students will participate in a variety of art offerings ranging from the visual arts to the performing arts. On the final day of the camp there will be a showcase for families of camp participants that includes a performance and exhibit of their completed works of art. To increase inclusive opportunities for families to engage in their student's education, a one-year family membership to Arte Americas and one family package ticket for admission to a Summer Plaza Concert or Special Event will be provided. In addition, each family will receive a photo of their child standing between a pair of wings in front of the interactive mural at Art Americas.

2. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.
3. Term. This Agreement shall begin on 12/10/21 , and shall terminate on 01/06/22 . 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 \$ 42,276.0 per contract , Not to exceed \$ 42,276.00 . Checks will be made payable to Arte Americas . 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 Bo
- Lodging _____ Actual cost of single occupancy. Not to exceed \$100 per night. *Receipt Required.
 - Meals _____ Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. *Receipt Required.
 - Travel _____ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
 - Supplies _____ As negotiated with school/department contracting for service.
 - Total Estimated Cost (Sum of paragraphs 4 and 5a – d): \$ 42,276.00
 - Other _____
6. Employment. Are you a current FUSD employee? ☐ Yes ☒ No
7. CalPERS & CalSTRS. Are you a CalPERS or CalSTRS retiree? ☐ Yes ☒ No
8. California Residency. Contractor is a resident of the state of California: ☒ Yes ☐ No
9. Report Fraud, Waste and Abuse. By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at: <http://www.ppcpas.com/fresno-unified-fraud-alert>. The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.
10. Conflict of Interest. In consideration of the Districts Conflict of Interest Code, Contractor affirms they do not have, nor does the Contractor anticipate having any interest in real property, investments, business interest in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.
- Contractor's initials Bo District's initials Bo
11. Anti-discrimination. Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the District's Chief Compliance and Title IX Officer Paul Idsvoog, by phone at 559-457-3730, by email at Paul.Idsvoog@fresnounified.org, or in person at 2309 Tulare Street Fresno, CA 93721.
12. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice. In the event of early termination, Contractor shall be paid for satisfactory work

performed to the date of termination. The District may then proceed with the work in any manner the District deems proper.

Notwithstanding the expiration or termination of this Agreement for any reason (a) any provision of this Agreement that imposes or contemplates continuing obligations on a Party shall survive the expiration or termination of this Agreement, including without limitation, the rights and duties under Paragraphs 12, 13, 15, and 17; and (b) all undisputed fees due and payable hereunder through the termination date in accordance with Paragraphs 4 and 5.

13. Confidential Information

- a. For the purposes of this Agreement "Confidential Information" includes any written or oral information or data, disclosed by either Party to the other, which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, administration, plan design, benefits or contractual affairs of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.
- b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a "need to know," and who are themselves bound by similar nondisclosure restrictions (collectively, "Representatives"). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the Committee in writing within three (3) business days. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph 13.B. Upon the request of the Committee Contractor shall provide a written acknowledgement from each of its Representatives that said Representative is bound by the terms of this Paragraph 13.B.
- c. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information.
- d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:
 - i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;
 - ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the Committee an opportunity to seek appropriate protection; and
 - iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.
- e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the Committee and District. By granting access to Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any Confidential Information. After its review of the Confidential Information Contractor will return to the District all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the District's permission destroy the Confidential Information and certify in writing that it has been destroyed.

14. Injunctive Relief. Each Party acknowledges that a breach or threatened breach of this Agreement may cause immediate and irreparable harm to the District and that, to protect against such harm, the District may seek from a court of competent jurisdiction the issuance of a restraining order or injunction to prohibit any threatened disclosure

or misuse of the District's Confidential Information. Such an action for a restraining order or injunction is in addition to and does not limit all other remedies provided by law or in equity or by agreement between the Parties.

15. Indemnification and Hold Harmless. To the fullest extent allowed by law, the Contractor shall defend, indemnify and hold District, its agents, employees, Board of Trustees, members of the Board of Trustees, officials, officers, volunteers, and representatives ("Indemnitees") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees, regardless of whether sole or otherwise, as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively "Loss") to the extent arising out of or incident to: 1) the performance or breach of any of the terms and conditions of the contract (including but not limited to) the Contractor's use of the site; or 2) any acts, omissions, negligence, in connection with the performance of Services or otherwise arising from this Contract ("Indemnification"); or 3) the willful misconduct of the Contractor or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. The Contractor's Indemnification includes, but is not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses.

a. The Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnitees, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnitees, notwithstanding whether liability is, can be or has yet been established.



b. The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnitees, in any such suit, action or other legal proceeding. The Contractor shall reimburse Indemnitees, and each of them, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

c. Acceptance of insurance certificates and endorsements required under the contract does not relieve the Contractor from liability under this indemnification and hold harmless clause. The requirements of this Section (Indemnification and Hold Harmless) shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

16. Insurance. Without limiting "Contractor" indemnification, it is agreed that "Contractor" shall secure and maintain in force during the term of this Agreement a Commercial General Liability policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than one million (\$1,000,000) dollars per occurrence, two million (\$2,000,000) annual aggregate limit. Business automobile Liability Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than one million (\$1,000,000) dollars per occurrence. In the event "Contractor" is working with students individually or providing professional services to students, "Contractor" shall maintain a policy providing coverage for sexual molestation and/or abuse claims. In the event that "Contractor's" Commercial General liability policy excludes coverage for sexual molestation and/or abuse claims shall be required to procure a separate or supplemental policy providing such coverage. The limits of coverage for the abuse and molestation policy shall be not less than \$1,000,000 per claim and \$3,000,000 aggregate. If any of the required policies provide coverage on a claims-made basis then the following shall apply; 1) The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work; 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work; (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. Self-insured retentions must be declared to and approved by District. The District may require "Contractor" to provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention. The policy shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.

The District shall be named as an additional insured on the policies by separate endorsement. A Certificate of Insurance and endorsements shall be attached to the Agreement as proof of insurance. The "Contractor" policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary. "Contractor" shall produce the policy for District, upon request.

17. Independent Contractor Status. While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.
18. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.
19. Fingerprinting Requirements. Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor and its consultants, prior to any of the Contractor's employees, or those of any other consultants, coming into contact with the District's pupils submit through the DISTRICT fingerprints to the Department of Justice (DOJ) for the monitoring and supervision of employee(s) and/or affiliated constituents. Contractor will not begin work on the Project site until obtaining a DOJ cleared status through the DISTRICT. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1. "Fingerprinting Requirements," is expressly understood and agreed to by the parties hereto:

Contractor's initials  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:

Contractor: Arte Americas

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

Name: Ruth Saludes
Address:
1630 Van Ness Ave.
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

Arte Americas

Ruth Saludes
Name: Ruth Saludes, Title: Executive Director

11/10/21
Date

Approved As To Form:

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

11/22/2021
Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 08, 2021

Agenda Item A-9

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Agreement with Deborah McCoy

ITEM DESCRIPTION: Included in the Board binders is an agreement for Deborah McCoy. Deborah McCoy Talent Gallery will provide a ten-day performing art camp for up to 50 students in grades first through sixth. The camp will run from 8:00 am to 4:30 pm for each of the ten days. Students will learn Hip Hop, Art, Photography, and Musical Theater and will perform in a showcase for families on the final day of the program. Cost per student is \$60 per day and covered by the Extended Learning budget.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$30,000 are available in the Extended Learning budget.

PREPARED BY: Jeremy Ward,
Assistant Superintendent

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

CABINET APPROVAL: Kim Mecum,
Chief Academic Officer

SUPERINTENDENT APPROVAL:





Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Deborah McCoy

3402 N. Blackstone Avenue, Suite 240 Fresno, CA 93726

Vendor Name
(559) 288-8947

Address
Deborah McCoy

Phone Number

Vendor Contact

From: December 20, 2021

Through: January 6, 2022

Term (Duration)

FUSD Contract Administrator:
Jeremy Ward

Extended Learning/College & Career Readiness (559) 248-7465

Name

Site/ Dept

Telephone number

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

060-7425-0790-1981-5899

Annual Cost \$ 30,000.00

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

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

Yes ☒

No ☐

Scope of Work Summary:

Deborah McCoy Talent Gallery will provide a ten-day performing arts camp for up to 50 students in grades 1-6. The camp will run from 8:00 AM to 4:30 PM for each of the ten days. Students will learn Hip Hop, Art, Photography, and Musical Theater and will perform in a showcase for families on the final day of the program. Cost per student is \$60/day.

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

12/08/21

Agenda Item #

(Contracts of \$15,000.00 or more)

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

[Signature]
Signed

11/12/21
Date

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

[Signature]
Signed

11/29/2021
Date

Please return signed contract to:

Dina Lopez

Name

College & Career Readiness

Department



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-7425-0790-1981-5899

District Contact Person: Valerie Martinez

Budget Manager Approval: _____

Contractor's Vendor Name: Deborah McCoy

Contractor's Contact Person: Deborah McCoy

Contractor's Title: Owner

Contractor's Telephone
Number: (559) 288-8947

Contractor's E-mail: deborahmccoystyles@yahoo.com

Contractor's Address: 3402 N. Blackstone Avenue, Suite 240 Fresno, CA 93726

Contractor's Taxpayer ID# or
SSN#: 01-0623026

This Independent Contractor Services Agreement is made and entered into effective 12/01/21 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide _____

Deborah McCoy Talent Gallery agrees to provide a ten-day performing arts camp for up to 50 students in grades 1-6. The camp will run from 8:00 AM to 4:30 PM for each of the ten days. Students will learn Hip Hop, Art, Photography, and Musical Theater and will perform in a showcase for families on the final day of the program. Cost per student is \$60/day. Lo

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

3. Term. This Agreement shall begin on 12/10/21 , and shall terminate on 01/06/22 . 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 \$ 60.00 per student , Not to exceed \$ 30,000.00 . Checks will be made payable to Deborah McCoy . 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 JM

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

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

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

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

e Total Estimated Cost (Sum of paragraphs 4 and 5a – d): \$ 30,000.00

f Other _____

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

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

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

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

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

Contractor's initials JM

District's initials CP

11. Anti-discrimination. Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the District's Chief Compliance and Title IX Officer Paul Idsvoog, by phone at 559-457-3730, by email at Paul.Idsvoog@fresnounified.org, or in person at 2309 Tulare Street Fresno, CA 93721.

12. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice. In the event of early termination, Contractor shall be paid for satisfactory work

performed to the date of termination. The District may then proceed with the work in any manner the District deems proper.

Notwithstanding the expiration or termination of this Agreement for any reason (a) any provision of this Agreement that imposes or contemplates continuing obligations on a Party shall survive the expiration or termination of this Agreement, including without limitation, the rights and duties under Paragraphs 12, 13, 15, and 17; and (b) all undisputed fees due and payable hereunder through the termination date in accordance with Paragraphs 4 and 5.

13. Confidential Information

- a. For the purposes of this Agreement “Confidential Information” includes any written or oral information or data, disclosed by either Party to the other, which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, administration, plan design, benefits or contractual affairs of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.
- b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a “need to know,” and who are themselves bound by similar nondisclosure restrictions (collectively, “Representatives”). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the Committee in writing within three (3) business days. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph 13.B. Upon the request of the Committee Contractor shall provide a written acknowledgement from each of its Representatives that said Representative is bound by the terms of this Paragraph 13.B.
- c. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information.
- d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:
 - i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;
 - ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the Committee an opportunity to seek appropriate protection; and
 - iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.
- e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the Committee and District. By granting access to Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any Confidential Information. After its review of the Confidential Information Contractor will return to the District all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the District's permission destroy the Confidential Information and certify in writing that it has been destroyed.

14. Injunctive Relief. Each Party acknowledges that a breach or threatened breach of this Agreement may cause immediate and irreparable harm to the District and that, to protect against such harm, the District may seek from a court of competent jurisdiction the issuance of a restraining order or injunction to prohibit any threatened disclosure

or misuse of the District's Confidential Information. Such an action for a restraining order or injunction is in addition to and does not limit all other remedies provided by law or in equity or by agreement between the Parties.

15. Indemnification and Hold Harmless. To the fullest extent allowed by law, the Contractor shall defend, indemnify and hold District, its agents, employees, Board of Trustees, members of the Board of Trustees, officials, officers, volunteers, and representatives ("Indemnitees") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees, regardless of whether sole or otherwise, as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively "Loss") to the extent arising out of or incident to: 1) the performance or breach of any of the terms and conditions of the contract (including but not limited to) the Contractor's use of the site; or 2) any acts, omissions, negligence, in connection with the performance of Services or otherwise arising from this Contract ("Indemnification"); or 3) the willful misconduct of the Contractor or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. The Contractor's Indemnification includes, but is not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses.

a. The Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnitees, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnitees, notwithstanding whether liability is, can be or has yet been established.

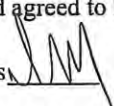
b. The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnitees, in any such suit, action or other legal proceeding. The Contractor shall reimburse Indemnitees, and each of them, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.


c. Acceptance of insurance certificates and endorsements required under the contract does not relieve the Contractor from liability under this indemnification and hold harmless clause. The requirements of this Section (Indemnification and Hold Harmless) shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

16. Insurance. Without limiting "Contractor" indemnification, it is agreed that "Contractor" shall secure and maintain in force during the term of this Agreement a Commercial General Liability policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than one million (\$1,000,000) dollars per occurrence, two million (\$2,000,000) annual aggregate limit. Business automobile Liability Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than one million (\$1,000,000) dollars per occurrence. In the event "Contractor" is working with students individually or providing professional services to students, "Contractor" shall maintain a policy providing coverage for sexual molestation and/or abuse claims. In the event that "Contractor's" Commercial General liability policy excludes coverage for sexual molestation and/or abuse claims shall be required to procure a separate or supplemental policy providing such coverage. The limits of coverage for the abuse and molestation policy shall be not less than \$1,000,000 per claim and \$3,000,000 aggregate. If any of the required policies provide coverage on a claims-made basis then the following shall apply; 1) The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work; 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work; (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. Self-insured retentions must be declared to and approved by District. The District may require "Contractor" to provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention. The policy shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.

The District shall be named as an additional insured on the policies by separate endorsement. A Certificate of Insurance and endorsements shall be attached to the Agreement as proof of insurance. The "Contractor" policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary. "Contractor" shall produce the policy for District, upon request.

17. Independent Contractor Status. While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.
18. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.
19. Fingerprinting Requirements. Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor and its consultants, prior to any of the Contractor's employees, or those of any other consultants, coming into contact with the District's pupils submit through the DISTRICT fingerprints to the Department of Justice (DOJ) for the monitoring and supervision of employee(s) and/or affiliated constituents. Contractor will not begin work on the Project site until obtaining a DOJ cleared status through the DISTRICT. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1. "Fingerprinting Requirements," is expressly understood and agreed to by the parties hereto:

Contractor's initials 

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: Deborah McCoy

Name: Deborah McCoy

Address:

3402 N. Blackstone Avenue
Suite 240
Fresno, CA 93726

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

Deborah McCoy

Name: Deborah McCoy, Title: Owner

11/12/21

Date

Approved As To Form:

Andrew De La Torre, Executive Director
Benefits and Risk Management

11/29/2021
Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 08, 2021

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 the California Teaching Fellows Foundation to Support Winter Camps 2021- Mindsets Learning, Inc. Agreement

ITEM DESCRIPTION: California Teaching Fellows Foundation will provide Fresno Unified School District with an enrichment program based on the Learning in Afterschool and summer principles: learning that is active, collaborative, meaningful, supports mastery, and learning that expands horizons. They will serve up to 1,500 students at 20 elementary sites. Their core program will focus on three key enrichment activities as well as daily physical activities. Enrichment will focus on Arts and Crafts, Science, Technology, Engineering and Mathematics, and Leadership with an emphasis on Service Learning and Social and Emotional Learning as part of Winter Camp 2021.

Expected Program Outcomes are as follows:

- Students will create arts and crafts that are age-appropriate, hands-on, culturally relevant, and themed based.
- Students will participate in learning that develops leadership skills and their ability to positively impact their community.
- Elementary students will be immersed in the engineering design process as they imagine, plan, create, and build a rover.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$301,982 are available in the Extended Learning budget.

PREPARED BY: Jeremy Ward,
Assistant Superintendent

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

CABINET APPROVAL: Kim Mecum,
Chief Academic Officer

SUPERINTENDENT APPROVAL:





**Fresno Unified
School District**

Preparing Career Ready Graduates

Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

California Teaching Fellows Foundation

575 E. Locust, Suite 302

Vendor Name

Address

(559) 224-9200

Mike Snell, CEO

Phone Number

Vendor Contact

From: December 10, 2021

Through: January 6, 2022

Term (Duration)

FUSD Contract Administrator:

Valerie Martinez

Extended Learning/College&Career Readiness: (559)248-7560

Name

Site/ Dept

Telephone number

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

060-7425-0790-1981-5899

Annual Cost \$ 301,982.00

(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:

California Teaching Fellows Foundation (CTFF) enrichment program is based on the LIAS principles: learning that is active, collaborative, meaningful, supports mastery and learning that expands horizons. They will serve up to 1,500 students at twenty FUSD winter sites. Their core program will focus on three key enrichment activities as well as daily physical activities. Enrichment will focus on Arts and Crafts, STEM, and Leadership with an emphasis on Service Learning and Social and Emotional Learning (SEL).

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

12/08/21

Agenda Item #

(Contracts of \$15,000.00 or more)

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

Signed

Date

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

Signed

Date

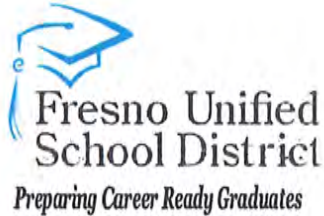
Please return signed contract to:

Dina Lopez

College & Career Readiness

Name

Department



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-7425-0790-1981-5899

District Contact Person: Valerie Martinez

Budget Manager Approval: _____

Contractor's Vendor Name: California Teaching Fellows Foundation

Contractor's Contact Person: Mike Snell, CEO

Contractor's Title: CEO

Contractor's Telephone Number: (559) 224-9200

Contractor's E-mail: mike@ctff.us

Contractor's Address: 575 E. Locust, Suite 302

Contractor's Taxpayer ID# or SSN#: 20-0359353

This Independent Contractor Services Agreement is made and entered into effective 12/10/21 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide MSK

California Teaching Fellows Foundation (CTFF) agrees to provide an enrichment program for the FUSD Winter Camp 21/22 that is active, collaborative, meaningful, supports mastery and encourages learning that expands horizons. CTFF will serve up to 1,500 students at twenty FUSD winter sites. Their core program will focus on three key enrichment activities as well as daily physical activities. Enrichment will focus on Arts and Crafts, STEM, and Leadership with an emphasis on Service Learning and Social and Emotional Learning (SEL). CTFF will benefit student learning and engagement; offer programming in a cost effective manner and be able to provide quality training to staff in a limited time frame. The physical activities will continue to build on the themes of leadership, as well as introduce teamwork and reinforce the importance of play.

2. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.
3. Term. This Agreement shall begin on 12/10/21 , and shall terminate on 01/06/22 . 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 \$ 301,982 per contract , Not to exceed \$ 301,982.00. Checks will be made payable to California Teaching Fellows Foundation . 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 MS
 - a. Lodging _____ Actual cost of single occupancy. Not to exceed \$100 per night. **Receipt Required.*
 - b. Meals _____ Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. **Receipt Required.*
 - c. Travel _____ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
 - d. Supplies _____ As negotiated with school/department contracting for service.
 - e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): \$ 301,982.00
 - f. Other _____
6. Employment. Are you a current FUSD employee? ☐ Yes ☒ No
7. CalPERS & CalSTRS. Are you a CalPERS or CalSTRS retiree? ☐ Yes ☒ No
8. California Residency. Contractor is a resident of the state of California: ☒ Yes ☐ No
9. Report Fraud, Waste and Abuse. By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at: <http://www.ppcpas.com/fresno-unified-fraud-alert>. The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.
10. Conflict of Interest. In consideration of the Districts Conflict of Interest Code, Contractor affirms they do not have, nor does the Contractor anticipate having any interest in real property, investments, business interest in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.
Contractor's initials MS District's initials MS
11. Anti-discrimination. Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the District's Chief Compliance and Title IX Officer Paul Idsvoog, by phone at 559-457-3730, by email at Paul.Idsvoog@fresnounified.org, or in person at 2309 Tulare Street Fresno, CA 93721.
12. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice. In the event of early termination, Contractor shall be paid for satisfactory work

performed to the date of termination. The District may then proceed with the work in any manner the District deems proper.

Notwithstanding the expiration or termination of this Agreement for any reason (a) any provision of this Agreement that imposes or contemplates continuing obligations on a Party shall survive the expiration or termination of this Agreement, including without limitation, the rights and duties under Paragraphs 12, 13, 15, and 17; and (b) all undisputed fees due and payable hereunder through the termination date in accordance with Paragraphs 4 and 5.

13. Confidential Information

- a. For the purposes of this Agreement "Confidential Information" includes any written or oral information or data, disclosed by either Party to the other, which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, administration, plan design, benefits or contractual affairs of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.
- b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a "need to know," and who are themselves bound by similar nondisclosure restrictions (collectively, "Representatives"). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the Committee in writing within three (3) business days. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph 13.B. Upon the request of the Committee Contractor shall provide a written acknowledgement from each of its Representatives that said Representative is bound by the terms of this Paragraph 13.B.
- c. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information.
- d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:
 - i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;
 - ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the Committee an opportunity to seek appropriate protection; and
 - iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.
- e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the Committee and District. By granting access to Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any Confidential Information. After its review of the Confidential Information Contractor will return to the District all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the District's permission destroy the Confidential Information and certify in writing that it has been destroyed.

14. Injunctive Relief. Each Party acknowledges that a breach or threatened breach of this Agreement may cause immediate and irreparable harm to the District and that, to protect against such harm, the District may seek from a court of competent jurisdiction the issuance of a restraining order or injunction to prohibit any threatened disclosure

or misuse of the District's Confidential Information. Such an action for a restraining order or injunction is in addition to and does not limit all other remedies provided by law or in equity or by agreement between the Parties.

15. Indemnification and Hold Harmless. To the fullest extent allowed by law, the Contractor shall defend, indemnify and hold District, its agents, employees, Board of Trustees, members of the Board of Trustees, officials, officers, volunteers, and representatives ("Indemnitees") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees, regardless of whether sole or otherwise, as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively "Loss") to the extent arising out of or incident to: 1) the performance or breach of any of the terms and conditions of the contract (including but not limited to) the Contractor's use of the site; or 2) any acts, omissions, negligence, in connection with the performance of Services or otherwise arising from this Contract ("Indemnification"); or 3) the willful misconduct of the Contractor or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. The Contractor's Indemnification includes, but is not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses.

a. The Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnitees, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnitees, notwithstanding whether liability is, can be or has yet been established.

b. The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnitees, in any such suit, action or other legal proceeding. The Contractor shall reimburse Indemnitees, and each of them, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

c. Acceptance of insurance certificates and endorsements required under the contract does not relieve the Contractor from liability under this indemnification and hold harmless clause. The requirements of this Section (Indemnification and Hold Harmless) shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

16. Insurance. Without limiting "Contractor" indemnification, it is agreed that "Contractor" shall secure and maintain in force during the term of this Agreement a Commercial General Liability policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than one million (\$1,000,000) dollars per occurrence, two million (\$2,000,000) annual aggregate limit. Business automobile Liability Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than one million (\$1,000,000) dollars per occurrence. In the event "Contractor" is working with students individually or providing professional services to students, "Contractor" shall maintain a policy providing coverage for sexual molestation and/or abuse claims. In the event that "Contractor's" Commercial General liability policy excludes coverage for sexual molestation and/or abuse claims shall be required to procure a separate or supplemental policy providing such coverage. The limits of coverage for the abuse and molestation policy shall be not less than \$1,000,000 per claim and \$3,000,000 aggregate. If any of the required policies provide coverage on a claims-made basis then the following shall apply; 1) The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work; 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work; (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. Self-insured retentions must be declared to and approved by District. The District may require "Contractor" to provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention. The policy shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.

The District shall be named as an additional insured on the policies by separate endorsement. A Certificate of Insurance and endorsements shall be attached to the Agreement as proof of insurance. The "Contractor" policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary. "Contractor" shall produce the policy for District, upon request.

17. Independent Contractor Status. While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.
18. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.
19. Fingerprinting Requirements. Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor and its consultants, prior to any of the Contractor's employees, or those of any other consultants, coming into contact with the District's pupils submit through the DISTRICT fingerprints to the Department of Justice (DOJ) for the monitoring and supervision of employee(s) and/or affiliated constituents. Contractor will not begin work on the Project site until obtaining a DOJ cleared status through the DISTRICT. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1. "Fingerprinting Requirements," is expressly understood and agreed to by the parties hereto:

Contractor's initials MS

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: California Teaching Fellows Foundation

Name: Mike Snell, CEO

Address:
575 E. Locust, Suite, 302
Fresno, CA 93720

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

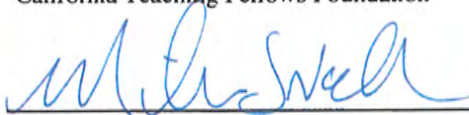
Fresno Unified School District

Santino Danisi, Chief Financial Officer

Date

CONTRACTOR

California Teaching Fellows Foundation

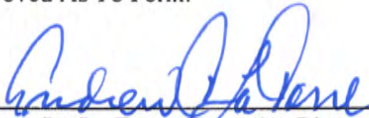


Name: Mike Snell, CEO, Title: CEO

11/11/21

Date

Approved As To Form:



Andrew De La Torre, Executive Director
Benefits and Risk Management

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 08, 2021

Agenda Item A-11

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Agreement with Adventure Education Solutions

ITEM DESCRIPTION: Included in the Board binders is an agreement with Adventure Education Solutions to provide three separate three-day camps over the winter break in the areas of Winter Sports, Climbing and Fishing. These outdoor recreation, environmental science, and leadership development themed camps will be held for students in grades five through eight, free of charge. Students will participate in a variety of enrichment activities.

Winter Sports Camp: This camp is designed for fifth through eighth grade students. This camp takes students out of town where they experience skiing or snowboarding at China Peak, ice skating at Gateway Ice Center, and a visit to Yosemite National Park where they will learn about the science of snow, winter biology, and ecology in the Sierra Nevada's. The Extended Learning Department will provide sanitized snow bibs and gloves for needed participants. Students completing this program receive a ski/snowboard certificate. Up to 450 students will be able to participate, 150 each week, in this three-day camp.

Climbing Camp: This winter camp teaches students fundamental skills necessary for a lifetime pursuit of rock climbing and introduction to environmental science. Climbing Camp includes a high ropes experience at Wonder Valley/Scout Island and two days of climbing gym instruction locally at Metal Mark. There will be a BBQ celebration on January 8 for students and their families, which will allow students to show off their newly acquired skills. Students completing this camp will receive a rock-climbing certificate. Up to 150 students will be able to participate, 50 each week, in this three-day camp.

Fishing Camp: Students in this camp will learn how to fish and be provided with fishing equipment. In addition to fishing very "fertile" bodies of water that provide an abundance of opportunities for successful fishing (catch and release), students will learn about aquaculture, aquaponics, fish biology, different fishing equipment, and fishing etiquette. Students completing this camp will receive a fishing certificate. Up to 150 students will be able to participate, 50 each week, in this three-day camp.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$229,162 are available in the Extended Learning Department budget.

PREPARED BY: Jeremy, Ward,
Assistant Superintendent

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

CABINET APPROVAL: Kim Mecum,
Chief Academic Officer

SUPERINTENDENT APPROVAL:





Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Adventure Education Solutions, LLC

12137 East Cortland Ave. Sanger, CA 93657

Vendor Name

Address

(801) 895-6960

Jason Whiting, Ph.D.

Phone Number

Vendor Contact

From: December 10, 2021

Through: January 6, 2022

Term (Duration)

FUSD Contract Administrator:

Extended Learning/College&Career Readiness (559)248-7560

Valerie Martinez

Site/ Dept

Telephone number

Name

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

060-7425-0790-1981-5899

Annual Cost \$ 229,162.00

(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:

Adventure Education Solutions will provide three skill building, engaging camps for students during Winter Session:

Winter Sports Camp: \$345 per student for a three-day camp for 150 5th-8th grade students. This camp takes students out of the valley where they experience skiing, snowboarding, ice skating and a visit to Yosemite National Park where they will learn about the science of snow, winter biology and ecology in the Sierra Nevada's. Students completing this program receive a ski/snowboard certificate.

Climbing Camp: \$275 per student for a three-day camp for 50 5th-8th grade students. This camp teaches students fundamental skills necessary for a lifetime pursuit of rock climbing. Climbing Camp includes a high ropes experience at Wonder Valley/Scout Island and two days of climbing gym instruction at Metal Mark. There will be a BBQ celebration on January 8 for students and their families, which will allow students to show off their newly acquired skills. Students completing this camp will receive a rock climbing certificate.

Fishing Camp: \$145 per student for a three-day camp for 50 5th-8th grade students. Students in this camp will learn how to fish and be provided with fishing equipment. In addition to fishing very "fertile" bodies of water that provide an abundance of opportunities for successful fishing, students will learn about aquaculture, aquaponics, fish biology, different fishing equipment and fishing etiquette. Students completing this camp will receive a fishing certificate.

Date Item is to appear on **Board of Education Agenda:** 12/08/21 **Agenda Item #** (Contracts of \$15,000.00 or more)

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

Signed

Date

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

Signed

Date

Please return signed contract to:

Dina Lopez

College & Career Readiness

Name

Department



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-7425-0790-1981-5899

District Contact Person: Valerie Martinez

Budget Manager Approval: _____

Contractor's Vendor Name: Adventure Education Solutions, LLC

Contractor's Contact Person: Jason Whiting, Ph.D.

Contractor's Title: Founder, Director

Contractor's Telephone
Number: (801) 895-6960

Contractor's E-mail: whitingjw@gmail.com

Contractor's Address: 12137 East Cortland Ave. Sanger, CA 93657

Contractor's Taxpayer ID# or
SSN#: 87-2616065

This Independent Contractor Services Agreement is made and entered into effective 12/10/21 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide 2

Adventure Education Solutions agrees to provide three skill building, engaging camps for students during Winter Session: Winter Sports Camp: \$345 per student for a three-day camp for 150 5th-8th grade students. This camp takes students out of the valley where they experience skiing, snowboarding, ice skating and a visit to Yosemite National Park where they will learn about the science of snow, winter biology and ecology in the Sierra Nevada's. This includes skis, snowboard, a day at China Peak with one-day lesson, tour of Yosemite, ice skating at Gateway Ice Center and a Fresno State campus experience. Students completing this program receive a ski/snowboard certificate.


Climbing Camp: \$275 per student for a three-day camp for 50 5th-8th grade students. This camp teaches students fundamental skills necessary for a lifetime pursuit of rock climbing. Climbing Camp includes a high ropes experience at Wonder Valley/Scout Island and two days of climbing gym instruction at Metal Mark. There will be a BBQ celebration on January 8 for students and their families, which will allow students to show off their newly acquired skills. This includes all climbing equipment (ropes, harnesses, helmet, shoes, belay devices). Students completing this camp will receive a rock climbing certificate.

Fishing Camp: \$145 per student for a three-day camp for 50 5th-8th grade students. Students in this camp will learn how to fish and be provided with fishing equipment. In addition to fishing very "fertile" bodies of water that provide an abundance of opportunities for successful fishing, students will learn about aquaculture, aquaponics, fish biology, different fishing equipment and fishing etiquette. This includes fishing equipment, instruction by fishery biologist, facilities/fish. Students completing this camp will receive a fishing certificate.

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

3. Term. This Agreement shall begin on 12/10/21 , and shall terminate on 01/06/22 . 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 \$ 229,162.00 per contract, Not to exceed \$ 229,162.00. Checks will be made payable to Adventure Education Solutions, LLC . Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

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

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

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

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

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

e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): \$ 229,162.00

f. Other _____

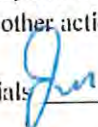
6. Employment. Are you a current FUSD employee? ☐ Yes ☒ No

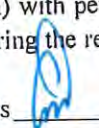
7. CalPERS & CalSTRS. Are you a CalPERS or CalSTRS retiree? ☐ Yes ☒ No

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

9. Report Fraud, Waste and Abuse. By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at: <http://www.ppepas.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 Committee in writing within three (3) business days. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph 13.B. Upon the request of the Committee Contractor shall provide a written acknowledgement from each of its Representatives that said Representative is bound by the terms of this Paragraph 13.B.
- c. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information.
- d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:
 - i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;
 - ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the Committee an opportunity to seek appropriate protection; and
 - iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.
- e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the Committee and District. By granting access to Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any Confidential Information. After its review of the Confidential Information Contractor will return to the District all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the District's permission destroy the Confidential Information and certify in writing that it has been destroyed.

14. Injunctive Relief. Each Party acknowledges that a breach or threatened breach of this Agreement may cause immediate and irreparable harm to the District and that, to protect against such harm, the District may seek from a court of competent jurisdiction the issuance of a restraining order or injunction to prohibit any threatened disclosure

or misuse of the District's Confidential Information. Such an action for a restraining order or injunction is in addition to and does not limit all other remedies provided by law or in equity or by agreement between the Parties.

15. Indemnification and Hold Harmless. To the fullest extent allowed by law, the Contractor shall defend, indemnify and hold District, its agents, employees, Board of Trustees, members of the Board of Trustees, officials, officers, volunteers, and representatives ("Indemnitees") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees, regardless of whether sole or otherwise, as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively "Loss") to the extent arising out of or incident to: 1) the performance or breach of any of the terms and conditions of the contract (including but not limited to) the Contractor's use of the site; or 2) any acts, omissions, negligence, in connection with the performance of Services or otherwise arising from this Contract ("Indemnification"); or 3) the willful misconduct of the Contractor or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. The Contractor's Indemnification includes, but is not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses.

a. The Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnitees, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnitees, notwithstanding whether liability is, can be or has yet been established.

b. The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnitees, in any such suit, action or other legal proceeding. The Contractor shall reimburse Indemnitees, and each of them, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

c. Acceptance of insurance certificates and endorsements required under the contract does not relieve the Contractor from liability under this indemnification and hold harmless clause. The requirements of this Section (Indemnification and Hold Harmless) shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

16. Insurance. Without limiting "Contractor" indemnification, it is agreed that "Contractor" shall secure and maintain in force during the term of this Agreement a Commercial General Liability policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than one million (\$1,000,000) dollars per occurrence, two million (\$2,000,000) annual aggregate limit. Business automobile Liability Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than one million (\$1,000,000) dollars per occurrence. In the event "Contractor" is working with students individually or providing professional services to students, "Contractor" shall maintain a policy providing coverage for sexual molestation and/or abuse claims. In the event that "Contractor's" Commercial General liability policy excludes coverage for sexual molestation and/or abuse claims shall be required to procure a separate or supplemental policy providing such coverage. The limits of coverage for the abuse and molestation policy shall be not less than \$1,000,000 per claim and \$3,000,000 aggregate. If any of the required policies provide coverage on a claims-made basis then the following shall apply; 1) The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work; 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work; (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. Self-insured retentions must be declared to and approved by District. The District may require "Contractor" to provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention. The policy shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.

The District shall be named as an additional insured on the policies by separate endorsement. A Certificate of Insurance and endorsements shall be attached to the Agreement as proof of insurance. The "Contractor" policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary. "Contractor" shall produce the policy for District, upon request.

17. Independent Contractor Status. While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.
18. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.
19. Fingerprinting Requirements. Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor and its consultants, prior to any of the Contractor's employees, or those of any other consultants, coming into contact with the District's pupils submit through the DISTRICT fingerprints to the Department of Justice (DOJ) for the monitoring and supervision of employee(s) and/or affiliated constituents. Contractor will not begin work on the Project site until obtaining a DOJ cleared status through the DISTRICT. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1. "Fingerprinting Requirements," is expressly understood and agreed to by the parties hereto:

Contractor's initials

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: Adventure Education Solutions, LLC

Name: Jason Whiting, Ph.D.

Address:

12137 East Cortland Ave.
Sanger, CA 93657

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

Adventure Education Solutions, LLC



Name: Jason Whiting, Ph.D. , Title: Founder, Director

11/11/21

Date

Approved As To Form:



Andrew De La Torre, Executive Director
Benefits and Risk Management

11/29/2021

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 08, 2021

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 Request for Material Revision by Aspen Meadow Public School

ITEM DESCRIPTION: Included in the Board binders is a copy of the revised Aspen Meadow Public School Petition delivered to the District on November 10, 2021 by Executive Director, Shelly Lether.

Aspen Meadow Public School is requesting the following material revisions to its educational program:

- 1.) Changes to the educational program by deletion of all references to grades seven and eight throughout the petition
- 2.) The addition of required legal updates, including language modifications to reflect current Education Code.

In accordance with Education Code Section 47607, material revisions to a charter's petition shall be agreed upon by both the Fresno Unified School District and the Aspen Public Schools' Board of Directors. The State Board of Education has found that changes to a charter deemed to be material amendments include, but are not limited to:

- 1.) Substantial changes to the educational program, including the addition or deletion of an educational program, mission, or vision
- 2.) Changes to or adding a non-classroom-based program.

Aspen Public School was recently granted a new petition to operate Aspen Ridge Public School by the Fresno Unified School Board. Aspen Ridge is currently enrolling seventh through ninth grades and will ultimately serve students in grades seventh through twelfth. Students from Aspen Meadow Public School will have the opportunity to enroll in Aspen Ridge for seventh and eighth grades making offering these grades at Aspen Meadow duplicative. The school is located at 1400 E. Saginaw in Fresno.

The term of this charter shall remain the original five-year term from July 01, 2017 to June 30, 2022. With the passage of AB 130, July 01, 2021, Aspen Meadow's new charter term expiration date is June 30, 2024.

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

PREPARED BY: Felicia Olais,
Manager I

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

CABINET APPROVAL: Kim Mecum,
Chief Academic Officer

SUPERINTENDENT APPROVAL:





Aspen Public Schools Incorporated
4221 N. Hughes Avenue
Fresno, California 93705
Phone: 559-225-7737

Est. 2004 shelly.letter@aspenps.org

Table of Contents

Aspen Meadow Public School Material Revision

1. Letter addressed to the Fresno Unified School District requesting Material Revision
2. All Supporting Documents supporting the Material Revision
3. Updated Budget
4. Signed Affirmations and Assurances
5. Revised Charter Petition
6. Material Revision Governing Board approval
7. Signed certification that the Petition, as submitted, is complete

RECEIVED

NOV 10 2021

Charter Office



ASPEN PUBLIC SCHOOLS INCORPORATED

4221 N. Hughes Avenue
Fresno, California 93705
Phone: 559-225-7737

www.aspenps.org

Est. 2004 shelly.lether@aspenps.org

November 12, 2021

Valerie F. Davis, President
Board of Trustees
Robert G. Nelson, Superintendent
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

Re: *Material Revisions to Two of Aspen Public Schools' Charter Petitions – Aspen Valley Prep Academy and Aspen Meadow Public School -- to Revise their Grade Spans to TK/K-6 (from TK/K-8)*

Dear Board President Davis, Members of the Fresno Unified Board of Trustees, and Superintendent Robert G. Nelson:

We hereby submit two Material Revision requests:

- Aspen Valley Prep Academy Material Revision to Reduce Grade Span to TK/K-6 (from TK/K-8) ("Aspen Valley Material Revision") and
- Aspen Meadows Public School Material Revision to Reduce Grade Span to TK/K-6 (from TK/K-8) ("Aspen Meadow Material Revision," and collectively, "Material Revisions").

The reasoning for these requested changes is that Aspen Public Schools opened Aspen Ridge Public School in 2021, authorized by the Fresno Unified School District ("FUSD" or "District"), which is designed to serve students in grades 7-12. Students from Aspen Valley and Aspen Meadows are able to enroll in Aspen Ridge for 7th grade and thus offering grades 7 and 8 at all three of our schools is duplicative. We believe our students will be best served by keeping 6th grade with our elementary school, and offering grades 7 and 8 aligned with the high school program, developing a solid foundation in these middle grades that directly prepares them for success in high school and for transition into dual enrollment courses at Aspen Ridge.

a. Detailed Description of the Change

These Material Revisions involve, quite simply, deleting all references to grades 7 and 8 throughout the petitions, as well as required legal updates to the charter petitions. More specific details about the proposed changes are included in sections (d) and (f) below.

b. Impact of the change(s) on the Educational program



ASPEN PUBLIC SCHOOLS INCORPORATED

4221 N. Hughes Avenue
Fresno, California 93705
Phone: 559-225-7737

www.aspenps.org

Est. 2004 shelly.lether@aspenps.org

The proposed revisions will have no impact on our educational program, as we now offer a full TK-12 grade span in the Aspen model. We are simply moving the “home” of the 7th and 8th grades from the elementary schools to the high school. As for impact on our current students at Aspen Valley and Aspen Meadow, the change did impact cohorts of students who were enrolled at Aspen Valley and Aspen Meadows and are now at Aspen Ridge. In 2021-22, we do not have any students enrolled in grades 7 or 8 at either school; all of the students from Aspen Valley who wished to continue on at Aspen moved over to Aspen Ridge.¹ Similarly, several of our teachers and staff have moved to Aspen Ridge to help open the new 7-12 school. The transition for these students, teachers and staff this school year has gone quite well so far. The fact that Aspen now offers a full span to grade 9 (adding one grade at Ridge each new school year) has been overwhelmingly positively embraced by our entire school community. Our families love Aspen and are thrilled with the opportunity to stay with us for a full TK/K-12 span.

c. Financial impact of the change

Moving our 7th and 8th grade cohorts from Aspen Valley and Aspen Meadow to the new Aspen Ridge 7-12 school will have no financial impact on FUSD. Each Material Revision request is accompanied by a revised three-year budget, including cash flows, demonstrating the fiscal strength of both Aspen Valley and Aspen Meadow without 7th and 8th grades. The financial impact on Aspen, over the long-term, is negligible.

d. Charter Element(s) impacted by the change

We have attached both a “redline”/tracked-changed version of each charter petition that clearly shows each proposed change. All of the changes related to eliminating grades 7-8 are deletions; *nothing is added* substantively related to this change. The legal changes, listed in (f) below, did require some brief substantive additions as noted in (f), below, such as adding some details in Element G regarding outreach to students with disabilities and English Learners as a result of the change in the law. Elements that are impacted in both Material Revisions (due to the grade change and/or legal updates) include:

- *Elements A-O:* Revised Education Code references below each Element header to reflect modifications in wording to the Ed Code and changes to the citations.
- *Elements A-O:* Revised school name to reflect FUSD-authorized name change (as part of our last renewal) from Valley Preparatory Academy to Aspen Valley Prep Academy.
- *Elements A-O:* Throughout the charter, all references to grades 7 and 8 have been deleted. This includes:
 - references to the school’s overall grade span, i.e., TK-8 to TK-6.

¹ Many students in middle grades that Aspen Valley served had started with us in elementary grades, and Aspen Meadow had not yet begun to serve 7th or 8th grades in 2020-21.



ASPEN PUBLIC SCHOOLS INCORPORATED

4221 N. Hughes Avenue
Fresno, California 93705
Phone: 559-225-7737

www.aspenps.org

Est. 2004 shelly.letter@aspenps.org

- o references to curricula, programs, assessments for 7th and 8th graders
- *Elements B and C:* Added in two brief references to the California Alternative Assessment (CAA; for use with students who have qualifying disabilities) and the California Science Test (CAST).
- *Elements D-E, H-I, and K-O* have no substantive changes other than the Ed Code language/citation updates, school name references and grade span changes.
- *Element F:* Several new statutory changes in health and safety provisions have been added. We note that we are aware of additional provisions that are applicable to secondary level students only, thus not addressed here. Yet as is repeatedly emphasized throughout our charter petitions, Aspen Ridge (our 7-12 school) will comply with all applicable federal, state and local laws and regulations.
- *Element G:* Due to a change in the law, we have added a description of outreach and recruitment to students with disabilities and English Learners. We also updated the Title I federal mandate language to align with recent changes in the law.
- *Element J:* See legal changes, below.
- We also have updated the Assurances, Affirmations and Declarations included in Appendix B to be compliant with new applicable laws.

Aspen Valley and Aspen Meadow will at all times continue to comply with all applicable laws and policies applicable to the Charter Schools.

e. If change includes addition of site(s), briefly describe the operations at the new site.

Not applicable.

f. Reasonably comprehensive description of any new requirements of law since the charter was approved or last renewed.

The following provides a detailed explanation of the legal changes made in each Material Revision:

SECTION	DESCRIPTION OF KEY CHANGES
Entire Charter	<ul style="list-style-type: none">Updated governing law and applicable citations to the Education Code throughout the whole charter petition to reflect updates pursuant to AB 1505
Elements A, E	<ul style="list-style-type: none">Updated teacher credentialing requirements in compliance with AB 1505
Element A	<ul style="list-style-type: none">Added section on Transitional Kindergarten to reflect requirements for teacher credentialing and appropriate incorporation of standards-aligned curricula



ASPEN PUBLIC SCHOOLS INCORPORATED

4221 N. Hughes Avenue

Fresno, California 93705

Phone: 559-225-7737

www.aspenps.org

Est. 2004 shelly.lether@aspenps.org

Element D	<ul style="list-style-type: none">Added reference to compliance with the Brown Act "as it may be amended," to encompass recent Covid-related and other changes in the law regarding public meetings
Element F	<ul style="list-style-type: none">Updated to meet new several new legal requirements, including:<ul style="list-style-type: none">AB 806 school safety plan requirementsUpdated Background Check legal languageAdded facilities compliance with local building code and the ADAUpdated Tuberculosis Testing, Immunizations, and Medications in Schools (epi pens)Added review of suicide prevention policy every five yearsAdded first responder trainingAdded provision of free feminine hygiene productsUpdated sexual harassment policy inclusion in orientationsAdded Custodian of Records, Immigration Policy, Student Debts, Student Mental Health Services, Bullying, Anti-Discrimination (also included in other parts of the petition), Safe Place to Learn Act, Tribal Regalia, Child Hunger Prevention, Migratory Children, and Compliance with state and federal environmental lawsAffirming compliance with AB 543 to provide a copy of the sexual harassment policy to new and continuing pupils
Element G	<ul style="list-style-type: none">As noted in substantive changes above, updated content content to reflect new requirement under AB 1505 regarding SWDs and ELs
Element H	<ul style="list-style-type: none">Added affirmations in compliance with Education Code Section 47605(e)(4)(A)-(D) regarding admissions/lottery provisions
Element J	<ul style="list-style-type: none">Updated suspension and expulsion policies to reflect updated laws, including removal of willful defiance as a suspendable offense and editing involuntary dismissal languageAdded procedures about providing homework assessments to students on suspensions, protections for foster and homeless youth,
Additional Provisions	<ul style="list-style-type: none">Added reference to facilities provision in Ed Code;
Appendix A: Budget	<ul style="list-style-type: none">Updated budget to reflect changes to grade levels served



ASPEN PUBLIC SCHOOLS INCORPORATED

4221 N. Hughes Avenue

Fresno, California 93705

Phone: 559-225-7737

www.aspenps.org

Est. 2004 shelly.lether@aspenps.org

Affirmations, Assurances and Declarations	<ul style="list-style-type: none">• Replaced and updated to meet new legal requirements, including applicable updates pursuant to AB 1505
---	---

Conclusion

We look forward to working with you to approve these two largely structural changes to two of our charter petitions. Thank you for your support and partnership.

Sincerely,

Shelly Lether, Executive Director
Aspen Public Schools

AGENDA
Aspen Public Schools Incorporated
Board of Directors Meeting
October 19, 2021

1. Call to Order
2. Approval of Agenda
3. Approval of Meeting Minutes of 9/21/21
4. Invitation to the Public to Address the Board
5. Financial Reports ~ Jim Weber, Charter Impact
6. Aspen Meadow Site Report / Lisa Taylor
7. Aspen Valley Site Report / Nicole Rivera
8. High School Update / Board Feedback / Josh Hodges

Action Items

1. Discussion to Approve New Board Member Rene Dayton
2. Discussion to Approve Aspen Meadow Public School ESSER III Report
3. Discussion to Approve Aspen Valley Prep Academy ESSER III Report
4. Discussion to Approve Aspen Ridge Public School ESSER III Report
5. Resolution to Approve Material Revision for the Aspen Valley Prep Charter
6. Resolution to Approve Material Revision for the Aspen Meadow Public School Charter
7. Discussion to Approve New Life Physical Therapy Services, PC dba Good Fellow Therapy Master Contract
8. Discussion to Approve Aspen Public Schools Intent to Return Form
9. Discussion to Approve Revised 2021/2022 Budget for Aspen Meadow Public School
10. Discussion to Approve Revised 2021/2022 Budget for Aspen Valley Prep Academy
11. Discussion to Approve Revised 2021/2022 Budget for Aspen Ridge Public School
12. Discussion to Approve Aspen Meadow Public School California School Dashboard Self-Assessment
13. Discussion to Approve Aspen Valley Prep Academy California School Dashboard Self-Assessment
14. Discussion to Approve Aspen Ridge Public School California School Dashboard Self-Assessment

Discussion Items

Executive Director Report / Shelly Lether

1. Board Member Business Conduction

Closed Session

Adjournment

Meeting Location: Aspen Meadow Public School, 1400 E. Saginaw Avenue, Fresno, CA 93704

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

SPECIAL PRESENTATIONS MAY BE MADE

Notice is hereby given that, consistent with the requirements of the *Bagley-Keene Open Meeting Act*, special presentations not mentioned in the agenda may be made at this meeting. However, any such presentation will be for information only.

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

Pursuant to the *Rehabilitation Act of 1973* and the *Americans with Disabilities Act of 1990*, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting of the Governing Board may request assistance by contacting Aspen Public Schools, 4221 N. Hughes Avenue, Fresno CA 93705. FOR MORE INFORMATION concerning this agenda, please contact Aspen Public Schools, 4221 N. Hughes Avenue, Fresno CA 93705. *Board documents available upon request.*

Accommodations available. Please contact our business director, Ms. Terri Martin at 559-899-3176.



Future Aspen Ridge Public School Survey

Questions Responses 54 Settings

Future Aspen Ridge Public School Survey

September 2, 2020

Dear Aspen Public Schools Families,

It is with great pride that we announce the submission of a petition to Fresno Unified School District this month in order to open the newest Aspen Public School in the Fall of 2021. We believe that the opening of this new school will support the APS mission of transforming the community by developing exceptional leaders. Aspen families have been requesting a high school for many years. As some of you know, we submitted a petition last year, and during our appeal to Fresno County, we withdrew the petition as the pandemic began. These unprecedented times have caused us to revise our plans for the new school, and we are happy to share those plans with you now.

Initially, we planned to serve grades 9-12 at the new school. As time has passed, we have made changes to that plan. Aspen Ridge will now serve grades 7-12. Our current schools will continue to serve students in grades TK-6. Aspen Ridge will open its doors in Fall 2021 with grades 7-10, and continue to grow through grade 12 in coming years. Students at Aspen Ridge, who are in grades 9-12, will also be given the amazing opportunity to earn college credit during high school.

Several factors played a role in helping us determine that grades 7 and 8 should be part of Aspen Ridge. Some of our rationale includes:

- Students in our middle school program will have the opportunity to develop relationships with peers who they will get to attend high school with.
- Summit learning has been so successful in our middle school, that the natural progression from middle to high school on one campus should feel seamless.
- Facility space at both of our current elementary schools is limited, and we will be able to create space for our middle and high school classes at the new campus, located near Blackstone and Dakota.
- Students in middle school who may need an accelerated course of study as their personal pace



Aspen Ridge Public School will retain a small school feel, where students are seen and known. All students will continue to have an individual learning plan and will receive mentoring to support personal growth and success. It is our great hope that all of our students will leave grade 12 as well-prepared leaders, with college credit and a plan to pursue their future education and careers.

Please let us know if you have questions!
Thank you,

Shelly Lether, Executive Director

We are seeking input from current parents in our Aspen Public Schools community as we consider future school development within our organization. Our goal is to open Aspen Ridge Public School (7th-12th), located off of Blackstone and Dakota near Aspen Meadow. Please take a moment to fill out this survey to help us understand your perspective.

Email *

Valid email

This form is collecting emails. [Change settings](#)

Name

Short answer text

Phone Number

Short answer text

If we opened Aspen Ridge Public School (grades 7-12), would you be interested in enrolling your student(s)? *

☐ Yes

☐ No



Maybe

Check the factors that would affect your enrollment decision: *

Check all that apply

☐

Friends

☐

Academic Program

☐

Distance to travel

☐

Location of campus

☐

Extracurricular Activities

☐

Dual enrollment (ability to earn college credits during high school)

Any other ideas you'd like to share about a future school?

Long answer text





Questions Responses 54 Settings

54 responses



Accepting responses



Summary

Question

Individual

Email

~~CONFIDENTIAL~~

zamora34@icloud.com

normalissnotes@gmail.com

handsbox@mac.com

taeyavales01@gmail.com

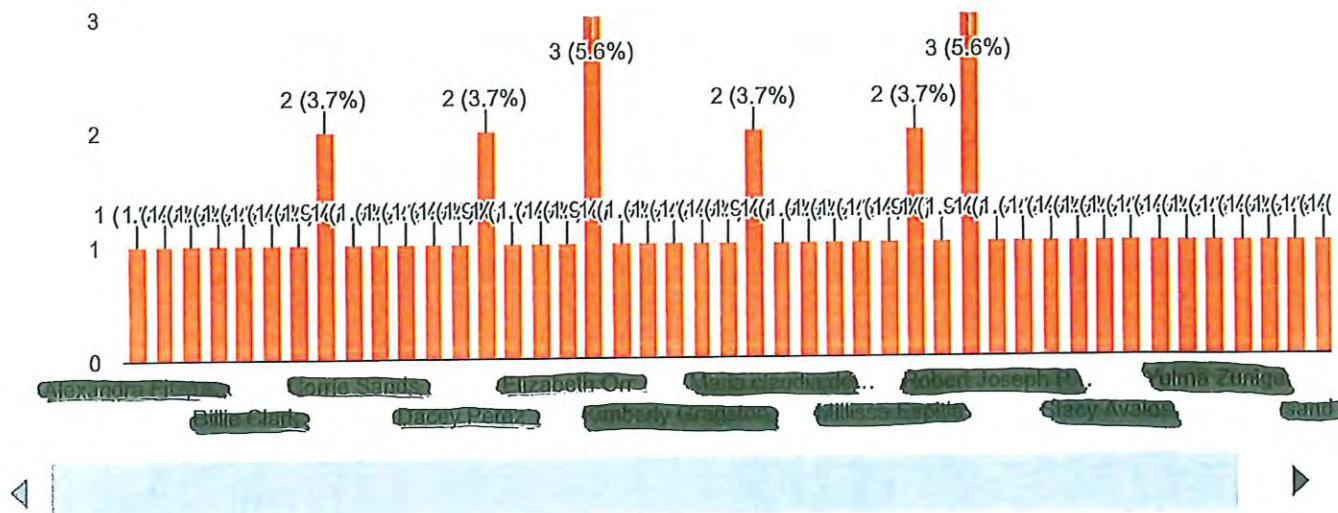
amber.shiva83@gmail.com

savvinkey2@gmail.com

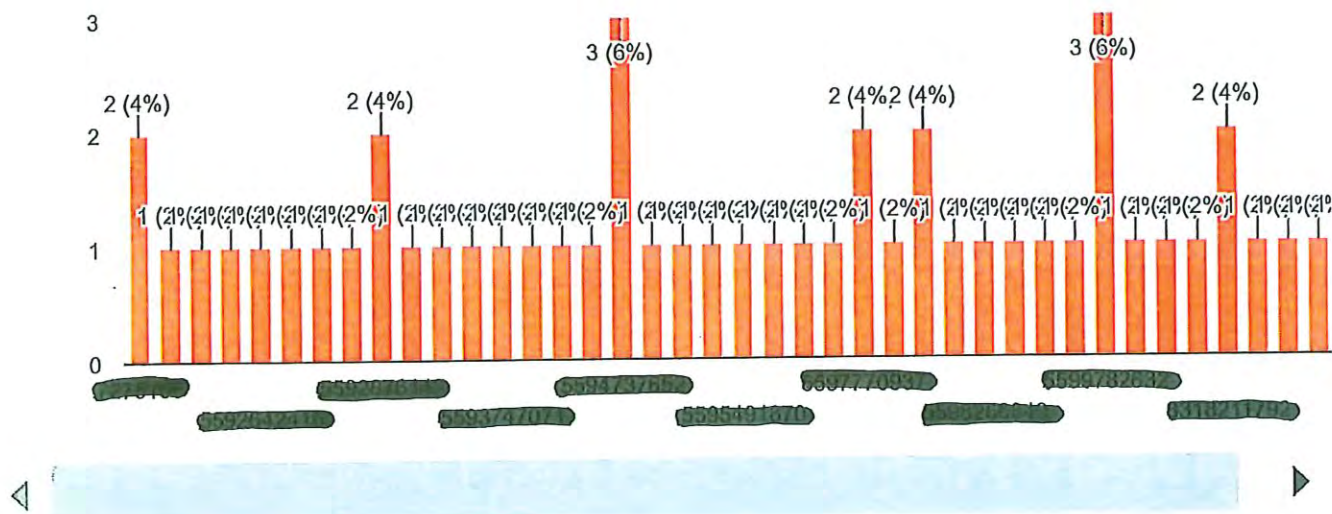
ryan@colemang.comcast.net



54 responses

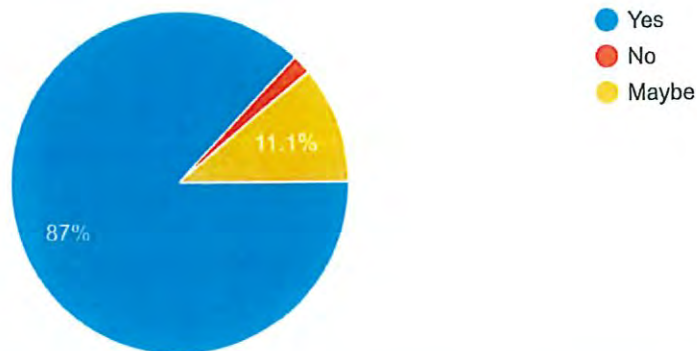


50 responses



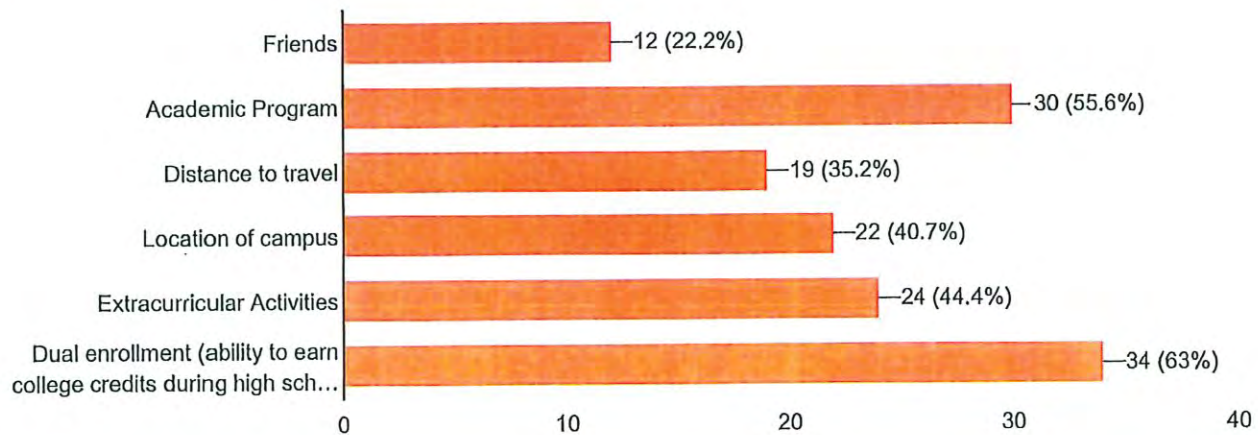
If we opened Aspen Ridge Public School (grades 7-12), would you be interested in enrolling your student(s)?

54 responses



Check the factors that would affect your enrollment decision:

54 responses



Any other ideas you'd like to share about a future school?

17 responses

I would love my son to continue his education with you guys instead of going to a public school.

The 7th and 8th graders should not be added

What steps are you taking to provide similar educational experience and cultural environment at Aspen Ridge as my students have seen at Aspen Valley?

I believe in you all. The whole program!

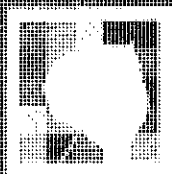
As long as we can have the two schools together (close in distance) this will be wonderful as the kids will be attending separate schools.

None

a little concerned about 7,8 mixed with high school students!

Instruments classes

I would love to see music, art and theater offered as part of a well-rounded education.



aspen

PUBLIC
SCHOOLS

Aspen Ridge Public School
1000 N. 1st St., Suite 100
Aspen, CO 80601
970.426.2222
www.aspenpublicschools.org

September 2, 2020

Dear Aspen Public Schools Families,

It is with great pride that we announce the submission of a petition to Fresno Unified School District this month in order to open the newest Aspen Public School in the Fall of 2021. We believe that the opening of this new school will support the APS mission of transforming the community by developing exceptional leaders.

Aspen families have been requesting a high school for many years. As some of you know, we submitted a petition last year, and during our appeal to Fresno County, we withdrew the petition as the pandemic began. These unprecedented times have caused us to revise our plans for the new school, and we are happy to share those plans with you now.

Initially, we planned to serve grades 9-12 at the new school. As time has passed, we have made changes to that plan. Aspen Ridge will now serve grades 7-12. Our current schools will continue to serve students in grades TK-6. Aspen Ridge will open its doors in Fall 2021 with grades 7-10, and continue to grow through grade 12 in coming years. Students at Aspen Ridge, who are in grades 9-12, will also be given the amazing opportunity to earn college credit during high school.

Several factors played a role in helping us determine that grades 7 and 8 should be part of Aspen Ridge. Some of our rationale includes:

- Students in our middle school program will have the opportunity to develop relationships with peers who they will get to attend high school with.
- Summit learning has been so successful in our middle school, that the natural progression from middle to high school on one campus should feel seamless.
- Facility space at both of our current elementary schools is limited, and we will be able to create space for our middle and high school classes at the new campus, located near Blackstone and Dakota.
- Students in middle school who may need an accelerated course of study as their personal pace determines will be able to attend higher level classes at the high school.
- More elective and extracurricular activities will be available as we move the middle and high school together.

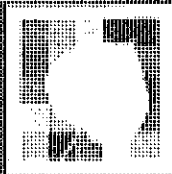
Aspen Ridge Public School will retain a small school feel, where students are seen and known. All students will continue to have an individual learning plan and will receive mentoring to support personal growth and success. It is our great hope that all of our students will leave grade 12 as well-prepared leaders, with college credit and a plan to pursue their future education and careers.

Please let us know if you have questions!

Thank you,

Shelly Lether, Executive Director

"DEVELOPING EXCEPTIONAL LEADERS"



aspen

PUBLIC
SCHOOLS

Aspen Public Schools is a member of the Fresno Unified School District. For more information, please contact the district office at (559) 438-2000 or visit our website at www.fresno.k12.ca.us.

2 septiembre de 2020

Estimadas familias de las escuelas públicas de Aspen,

Es con gran orgullo que anunciamos la presentación de una petición al Distrito Escolar Unificado de Fresno este mes para abrir la Escuela Pública de Aspen más nueva en el otoño de 2021. Creemos que la apertura de esta nueva escuela apoyará la misión de APS de Transformando la comunidad desarrollando líderes excepcionales.

Las familias de Aspen han estado solicitando una escuela secundaria durante muchos años. Como algunos de ustedes saben, presentamos una petición el año pasado, y durante nuestra apelación al condado de Fresno, retiramos la petición cuando comenzó la pandemia. Estos tiempos sin precedentes nos han llevado a revisar nuestros planes para la nueva escuela, y estamos felices de compartir esos planes con ustedes ahora.

Inicialmente, planeamos atender a los grados 9-12 en la nueva escuela. Con el paso del tiempo, hemos realizado cambios en ese plan. Aspen Ridge ahora atenderá a los grados 7-12. Nuestras escuelas actuales continuarán brindando servicios a estudiantes en los grados TK-6. Aspen Ridge abrirá sus puertas en el otoño de 2021 con los grados 7-10, y continuará creciendo hasta el grado 12 en los próximos años. Los estudiantes de Aspen Ridge, que están en los grados 9-12, también tendrán la increíble oportunidad de obtener créditos universitarios durante la escuela secundaria.

Varios factores jugaron un papel en ayudarnos a determinar que los grados 7 y 8 deberían ser parte de Aspen Ridge.

Algunos de nuestros fundamentos incluyen:

- Los estudiantes en nuestro programa de escuela intermedia tendrán la oportunidad de desarrollar relaciones con compañeros con quienes podrán asistir a la escuela secundaria.
- Summit Learning ha tenido tanto éxito en nuestra escuela intermedia, que la progresión natural de la escuela intermedia a la secundaria en un campus debería ser perfecta.
- El espacio en las instalaciones en nuestras dos escuelas primarias actuales es limitado y podremos crear espacio para nuestras clases de secundaria y preparatoria en el nuevo campus, ubicado cerca de Blackstone y Dakota.
- Los estudiantes de la escuela intermedia que puedan necesitar un curso de estudio acelerado según lo determine su ritmo personal, podrán asistir a clases de nivel superior en la escuela secundaria.
- Habrá más actividades electivas y extracurriculares disponibles a medida que avancemos juntas en la escuela intermedia y secundaria.

Las Escuelas Públicas de Aspen Ridge mantendrán un ambiente de escuela pequeña, donde los estudiantes son vistos y conocidos. Todos los estudiantes seguirán teniendo un plan de aprendizaje individual y recibirán mentores para apoyar el crecimiento y el éxito personal. Es nuestra gran esperanza que todos nuestros estudiantes salgan del grado 12 como líderes bien preparados, con créditos universitarios y un plan para seguir su educación y carreras futuras.

¡Háganos saber si tiene alguna pregunta!

Gracias,

Shelly Lether, directora ejecutiva

Shelly Lether

From: Nicole Rivera <nicole.rivera@aspenps.org> on behalf of Nicole Rivera
Sent: Wednesday, November 3, 2021 11:46 AM
To: Shelly Lether
Cc: Corrie Sands; Lisa Taylor
Subject: Re: DRAFT email to MS teachers
Attachments: Letter to Parents ARPS.doc

September 2, 2020 - Letter to Parents ARPS attached
January 15, 2021 - PS sent below

 **Information about the NEW Aspen Ridge Public School (Grades 7-12)** Archived
Corrie Sands • 10 months ago • Friday, Jan 15 at 4:28 PM • 6th Grade, 7th Grade, 8th Grade

Happy Friday, Aspen Families!

We want to thank you for supporting us as we have been working to develop our new school, Aspen Ridge Public School, to be located off of Blackstone and Dakota. If you haven't yet heard the exciting news, Aspen Ridge's charter was just approved earlier this week. That means Aspen Public Schools will be launching a new 7th-12th grade school starting this fall, beginning with grades 7-9. If you are receiving this message, your Aspen student will be eligible to attend this new school next year!


Plan on receiving news about an informational meeting regarding Aspen Ridge soon!

<https://youtu.be/E7oUJA720>

To save your student's seat: visit ridge.aspenps.org and click "Apply Here" near the bottom of the page.

#AspenStrong

January 25, 2021 - PS and Info Night where the change was talked about

 **Summit Learning Weekly Goals and Agenda 1/25/21** Archived
Henry Watts • 9 months ago • Monday, Jan 25 at 1:28 PM • 5th Grade, 6th Grade, 7th Grade, 8th Grade

Welcome Back Summit Families,

Please see the aspenps.summitlearning.com page for student homework links to the weekly goals pages for the week of 1-25-21. On them you will find what the students should be completing each day as well as the link with times they should be in session with the teachers on zoom.

While this year has created unprecedented challenges for students and families, we are required to assess and grade student progress. The grades your student receives during this school year will be part of his/her permanent academic record. Aspen continues to be committed to supporting your student to make academic progress necessary to be prepared for school in 2021-22.

MARK YOUR CALENDAR! ASPEN RIDGE PUBLIC SCHOOLS 7th-12th GRADE INFORMATIONAL MEETING W/ PRESENTATION 2/15 at 6:00pm

Please take note of due dates and zoom links within the documents for each subject.


ALL GRADES LINKS AND ASSIGNMENTS FOUND HERE BY HOMEROOM.

Ways to use these goal sheets:

- 1) Have your student show you each of the items for the day as a "homework" check.
- 2) If your student states they are waiting for something from the teacher, you can have them work on focus area notes.
- 3) Celebrate when daily goals are met.
- 4) Encourage them based on this "Spectrum of Involvement" document.
- 5) See how to support them more with this "Role of Families in Summit" Document.
- 6) Ask them the questions you receive from the text messages from Summit.

Happy distance learning!

May 13, 2021- Info about Enrollment Opportunities

 **NOW ENROLLING!** Archived
Nicole Rivera • 6 months ago • Thursday, May 13 at 10:44 AM • Aspen Valley Prep

Good Morning AVP families,

I just wanted to let you know that we are now enrolling for TK-6th grade classes! Spots are filling up quickly.

If you have friends or family that you think might benefit from our amazing school community, please help us spread the word. We'd love to welcome them to the Aspen family. If they are in 7th-9th grades, we can definitely connect them to our new school, Aspen Ridge. When fully grown, Aspen Ridge will be 7th-12th grades. How amazing that our young leaders can stay with the organization all the way through high school!

If you think of any one new you'd like to share our school with they can call the front office at 559-225-7737 or fill out the link below:

<https://enroll.aspenps.org/apply?/uclid-hvAR28qte5q8v86FEt97z9AGFzSIRY10JZj1ETjcdgUXnBLAXt9zAlhVpk>

This is all that I sent out.

Shelly Lether

From: Lisa Taylor <lisa.taylor@aspenps.org> on behalf of Lisa Taylor
Sent: Wednesday, November 3, 2021 1:19 PM
To: Shelly Lether
Cc: Nicole Rivera; Corrie Sands
Subject: Re: DRAFT email to MS teachers



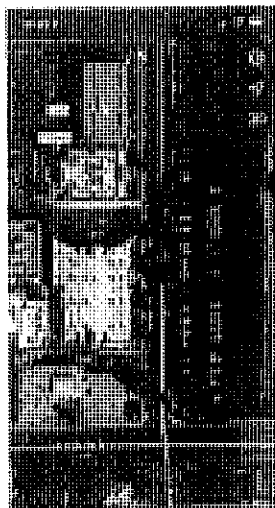
Aspen Ridge's Community Event Tonight Archived

Joshua Hodges • 5 months ago • Wednesday, Jun 2 at 11:07 AM • 6th Grade

We're looking forward to tonight's food truck event outside of Aspen Ridge's facility! There will be a taco truck and a snow-cone truck. Each guest will receive a \$5 ticket to use towards a taco meal or a snow-cone. The trucks will also accept direct payment if you'd like to get both! There will be limited seating in the area, so if you'd like to bring a lawn chair as you enjoy your meal, feel free to do so.

Please park in the parking lot on the east side of Clark Street (photo attached).

See you soon!



Copy of Enrollment for Aspen Ridge - Spots are filling up fast! Archived

Bailey King • 9 months ago • Tuesday, Feb 9 at 9:08 AM • 6th Homeroom King

Hello Aspen Families!

We want to thank you for supporting us as we have been working to develop our new school, Aspen Ridge Public School, to be located off of Blackstone and Dakota. If you haven't yet heard the exciting news, Aspen Ridge's charter was just approved earlier last week.

That means Aspen Public Schools will be launching a new 7th-12th grade school starting this fall, beginning with grades 7-9.

If you are receiving this message, your Aspen student will be eligible to attend this new school next year! Current 6th-8th students must re-enroll in Aspen Ridge to stay in the Aspen network. Aspen Valley Prep and Aspen Meadow will only be K-6 schools therefore please fill out the interest form today to stay on top of important enrollment information.

[Aspen Ridge Interest Form](#)

<https://youtube.com/E7eU1A971Q>

In addition, here is the Aspen Ridge Public School information night recording for more information.
[Recording](#) Passcode: 3T7XmDVA

[Spanish Version](#)

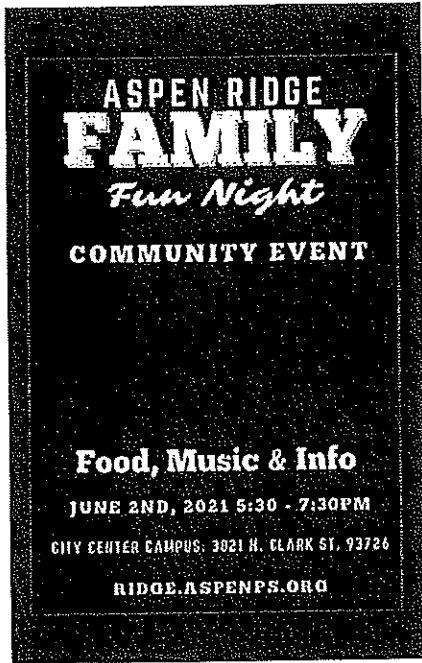
Visit ridge.aspenps.org for more information.

#AspenStrong

Joshua Hodges
Site Director
Aspen Ridge Public School



Aspen Ridge Community/Family Event Archived
 Joshua Hodges • 5 months ago • Wednesday, May 26 at 6:01 PM • 6th Grade



Enrollment for Aspen Ridge - Spots are filling up fast! Archived
 Bailey King • 9 months ago • Thursday, Feb 4 at 3:09 PM • 6th Homeroom-King

Hello Aspen Families!

We want to thank you for supporting us as we have been working to develop our new school, Aspen Ridge Public School, to be located off of Blackstone and Dakota. If you haven't yet heard the exciting news, Aspen Ridge's charter was just approved earlier last week.

That means Aspen Public Schools will be launching a new 7th-12th grade school starting this fall, beginning with grades 7-9.

If you are receiving this message, your Aspen student will be eligible to attend this new school next year! Current 6th-8th students must re-enroll in Aspen Ridge to stay in the Aspen network. Aspen Valley Prep and Aspen Meadow will only be K-6 schools therefore please fill out the interest form today to stay on top of important enrollment information.

[Aspen Ridge Interest Form](#)

<https://youtu.be/E7pUJA720>

In addition, here is the Aspen Ridge Public School information night recording for more information.
 Recording Passcode: 3TJXm0Vh

[Spanish Version](#)

Visit ridge.aspenps.org for more information.

#AspenStrong

Joshua Hodges
 Site Director
 Aspen Ridge Public School



Aspen Ridge Informational Meeting Archived
 Hany Walls • 9 months ago • Thursday, Jan 28 at 3:49 PM • 6th Grade

Hello Families,

Here is the recording of the Aspen Ridge Public School 7th-12th grades informational meeting that was held last night. Additionally, I have attached the presentation in Spanish.

Please remember that all students will need to re-enroll at Aspen Ridge to continue to be in the Aspen Public School network. Currently enrolled students that are moving into 7th-9th grades next school year need to fill out the [interest form](#) to receive information about enrolling at Aspen Ridge.

Video Recording: <https://aspenps.zoom.us/j/8466761404?pwd=ZkM0cUJlbnR1a0R3c295b2c2Q0T05s33X4V> Passcode: 3TJXm0Vh

[Spanish Presentation](#)

We are excited to see you there!!

Aspen Meadow Public School

Budget Revision #1 2021/22 - Narrative

Presented by:



CHARTER
IMPACT

Aspen Meadow Public School

Budget Revision #1 2021/22 - Narrative

Enrollment and Demographics

Aspen Meadow Public School's (the School) budget is based on 276 enrolled students during 2021/22 and 288 in subsequent years. For each year of operations, the attendance rate is expected to be 94%. The attendance rate is consistent with historical averages. The attendance rate will yield an average daily attendance (ADA) of 259.44 during 2021/22 and 270.72 each year thereafter. These amounts are the driving factor for the majority of revenue sources as well as the basis for spending assumptions noted in the narrative below.

The demographics of the school are anticipated to remain similar to preceding years, with a forecast 77% single year unduplicated rate, maintaining annual rolling three-year averages between 77%-81%. The School's LCFF calculation used this rate for calculating the supplemental grant funds.

Enrollment and ADA

Grade	2021-22	2022-23	2023-24
TK-3	160	160	160
4-6	116	128	128
7-8	-	-	-
9-12	-	-	-
Total	276	288	288
Attendance Rate	94%	94%	94%
ADA	259.44	270.72	270.72

Revenue

Local Control Funding Formula:

As referenced above, the ADA and unduplicated count are the driving factors in the School's forecast LCFF calculation. To calculate this estimated amount, a FCMAT calculator (version v22.2a) was used. The following are the assumptions that were used in the School's calculation:

	2021-22	2022-23	2023-24
LCFF COLA	5.07%	2.48%	2.48%
Funding per ADA	\$ 11,512	\$ 11,587	\$ 11,815
Annual LCFF Funding	\$ 2,986,793	\$ 3,136,845	\$ 3,198,662
Components of LCFF Funding			
LCFF State Aid	\$ 2,698,146	\$ 2,835,648	\$ 2,897,464
Education Protection Account	\$ 51,888	\$ 54,144	\$ 54,144
In Lieu of Property Taxes	\$ 236,760	\$ 247,054	\$ 247,054

The portion from in lieu of property taxes is \$912.58 per ADA in each year of the projection. The Economic Protection Account (EPA) funds are budgeted based on the LCFF calculator. Changes in the rates of in lieu funding or EPA will be offset by changes to state aid.

Federal Revenue:

The School has requested federal funds through the Consolidated Application and Reporting System (CARS), including Title I, Title II, and Title IV.

During 2021/22 through 2023/24, the School has budgeted additional federal funding as follows:

Other Federal Revenue	2021-22	2022-23	2023-24
Expanded Learning Opportunities Grant	\$ 84,854		
ESSER	65,713	-	-
ESSER II	260,480	-	-
ESSER III	-	500,000	83,397
Title IV	10,000	10,000	10,000
Total	\$ 421,047	\$ 510,000	\$ 93,397

The School receives Special Education (IDEA) funds through El Dorado Charter SELPA. The School has budgeted Federal IDEA funds based on \$195/ADA.

Federal funds have not been inflated in future years (a COLA increase of 0%) to be conservative.

Other State Revenue:

Special Education (AB602) – As referenced above, The School has based its State Special Education funding on participation in the Sonoma County SELPA. The rate used is \$715 per ADA.

Mandate Cost Reimbursement – Since the School will serve up to grade 6, \$17.21 per prior year ADA has been included in the forecast for Mandate funds.

Lottery – Lottery funding is based upon a projection of \$228 per ADA. Lottery funds are mainly allocated for general purpose use (\$163) with approximately 29% of the funds restricted for instructional materials (\$65).

After School Education & Safety grant (ASES) – The School has forecast ASES funding at a fixed \$107,494.

During 2021/22 only, the School has budgeted \$107,024 Expanded Learning Opportunities grant funds and \$98,112 In-Person Instruction funds.

Other State funds have not been inflated in future years (a COLA increase of 0%) to be conservative.

Expenses

Personnel Expenses:

As with nearly all public schools in the State, the School's personnel costs represent the bulk of its annual expenditures. Salaries are forecast including step and minimum wage increases.

Benefits offered to staff include STRS for certificated staff and health and welfare for full-time employees. The employer STRS contributions rates are 16.92% in 2021-22 and 19.10% in future years. The health and welfare benefits are based on an annual employer cost of \$10,500 per participant and increases each year of the projection with inflation.

Books and Supplies:

Books and supplies include approved curriculum and materials. Budgeted costs are consistent with the prior year or increased for material replacements.

Subagreement Services:

Other Educational Consultants – The School has budgeted for after school providers in accordance with ASES.

Budgeted subagreement costs are consistent with the prior year.

Professional/Consulting Services:

This section of the forecast covers costs for outsourced professional services. Professional costs include services such as auditing, legal, professional development and consulting. The business/accounting services include budgeting, accounts payable, accounting, financial reporting, and other compliance reporting provided by Charter Impact.

Facilities:

The School has entered multi-year facility use agreements. In accordance with GAAP, the lease is expensed at the average annual cost of \$518,314.

Operations and Housekeeping:

The School has budgeted for housekeeping costs such as utilities, janitorial, insurance, dues and memberships, and telecommunications. All these amounts have been estimated consistent with prior year realized expenses.

Fund Balance

The 2021/22 budget anticipates a positive ending fund balance of \$357,187, 8% of annual expenses.

APPENDIX B: ASSURANCES, AFFIRMATIONS AND DECLARATIONS

As the authorized lead petitioner, I, Shelly Lether, Executive Director of Aspen Public Schools, hereby certify that the information submitted in the *Aspen Meadow Public School Material Revision to Reduce Grade Span to TK-6 (from TK-8)* ("Material Revision"), concerning Aspen Meadow Public School ("Aspen Meadow," "AMPS" or "Charter School"), located at 1400 E Saginaw Way, Fresno, CA 93704 within the boundaries of the Fresno Unified School District ("FUSD" or the "District") is true to the best of my knowledge and belief; I also certify that this Material Revision does not constitute the conversion of a private school to the status of a public charter school; and further, I understand that if the Material Revision is approved, Aspen Meadow will follow any and all federal, state, and local laws and regulations that apply to it, including but not limited to:

- The Charter School shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Sections 60605 and 60851, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall be deemed the exclusive public school employer of the employees of Aspen Public Schools for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(b)(6)]
- The Charter School shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(e)(1)]
- The Charter School shall not charge tuition. [Ref. Education Code Section 47605(e)(1)]
- The Charter School shall admit all students who wish to attend the Charter School, and who submit a timely application; If the Charter School receives a greater number of applications for the spaces available for students, each application will be given equal chance of admission through a public random drawing process; provided that any pupil who resides in the Fresno Unified School District shall be entitled to preference in admission and such other preferences as set forth in Element H below. Except described above, and as required by law, admission to the Charter School shall not be determined according to the place of residence of the student or his or her parents within the State. In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School. [Ref. Education Code Section 47605(e)(2)(A)-(C)]
- The Charter School shall not discriminate on the basis of the characteristics listed in Education Code section 220 (e.g., actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Penal Code section 422.55, including immigration status, or association with an individual who has one or more of such actual or perceived characteristics). [Ref. Education Code Section 47605(e)(1)]
- The Charter School shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of

the Americans with Disabilities Act of 1990 and the Individuals with Disabilities in Education Improvement Act of 2004.

- The Charter School shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]
- The Charter School shall ensure that teachers in the Charter School hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools are required to hold. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. Teachers employed by charter schools during the 2019–20 school year shall have until July 1, 2025, to obtain the certificate required for the teacher's certificated assignment. [Ref. California Education Code Section 47605(l) and 47605.4(a)]
- The Charter School shall at all times maintain all necessary and appropriate insurance coverage.
- The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).
- The Charter School shall, for each fiscal year, meet or exceed the legally required minimum of school days. [Ref. Title 5 California Code of Regulations Section 11960]
- The Charter School shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or transfer to another school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code section § 47605.6(e)(2)(B)(iii). This subparagraph shall not apply to actions taken by the Charter School pursuant to the procedures by which pupils can be suspended or expelled from the Charter School for disciplinary reasons or otherwise involuntarily removed from the Charter School for any reason. [Ref. Education Code Section 47605.6(e)(4)(C).]
- The Charter School shall comply with Education Code section 47605.6(e)(4)(D) by posting the appropriate notice on the Charter School's website and providing a copy to a parent or guardian as required. [Ref. Education Code Section 47605.6(e)(4)(D).]
- If a pupil is expelled or leaves the Charter School without completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information. [Ref. Education Code Section 47605(e)(3)]
- The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. Education Code Section 47612.5(a)]

- The Charter School shall, on a regular basis, consult with its parents and teachers regarding the Charter School's educational programs. [Ref. Education Code Section 47605(d)(2)]
- The Charter School shall comply with any jurisdictional limitations to locations of its facilities. [Ref. Education Code Sections 47605 and 47605.1]
- The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. Education Code Sections 47612(b), 47610]
- The Charter School shall comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA").
- The Charter School shall comply with the Public Records Act.
- The Charter School shall comply with the Family Educational Rights and Privacy Act.
- The Charter School shall comply with all applicable portions of the Every Student Succeeds Act.
- The Charter School shall comply with the Gun-Free Schools Act.
- The Charter School with Education Code section 47604.1, as added by Senate Bill 126 (2019), and be subject to the Ralph M. Brown Act (Brown Act), the California Public Records Act, the Political Reform Act of 1974, and Government Code section 1090 et seq., as they may be amended from time to time.
- The Charter School shall not require any child to attend Aspen Meadow, nor any employee to work at the charter school.
- The Charter School may encourage parental involvement but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. [Ref. Education Code Section 47605(n).]
- The Charter School shall comply with federal, state, and district mandates regarding English Learner (EL) education and re-designation of EL students and meet all requirements of federal and state law regarding equal access to the curriculum for English Learners.
- The Charter School will comply with all requirements pursuant to California Education Code and 47605(b)(5)(ii) including the development of school wide goals for all subgroups as applicable to the eight state priority areas identified in Education Code 52060(d).
- The Charter School will comply with all elements of the Local Control Accountability Plan, including the adoption of any templates required by the California State Board of Education.

- Charter School hereby declares that Charter School, operated by or as its nonprofit public benefit corporation, is and shall be the exclusive public school employer of Charter School's employees for the purposes of the Educational Employment Relations Act (EERA), Chapter 10.7 (commencing with Section 3540) of Division 4 of Title I of the Government Code. Charter School shall comply with all provisions of the EERA and shall act independently from the Fresno Unified School District for collective bargaining purposes. In accordance with the EERA, employees may join and be represented by an organization of their choice for collective bargaining purposes.



Shelly Lether, Executive Director
Aspen Public Schools



Date



Aspen Meadow Public School
Renewal Charter Petition
with Proposed Name Change to
“Aspen Meadow Public School”

An Aspen Public School

Material Revision to Reduce Grade Span to TK-6 (from TK-8)

OPERATED BY VALLEY PREPARATORY ACADEMY, INC.,
A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION

July 1, 2017 through June 30, 2022

Submitted to

The Fresno Unified School District

~~February 14, 2017~~ October 12, 2021 November 10, 2021

SHELLY LETHER, EXECUTIVE DIRECTOR
ASPEN PUBLIC SCHOOLS
4221 N. HUGHES AVE.
FRESNO, CA 93705
(559)225-7737
SHELLY.LETHER@VALLEYPREP.COM

TABLE OF CONTENTS

ELEMENT A: THE EDUCATIONAL PROGRAM	5
I. ORGANIZATIONAL HISTORY, SCHOOL FOUNDERS, MISSION AND VISION	5
A. SCHOOL PERFORMANCE DURING THE CURRENT CHARTER TERM	7
B. ORGANIZATIONAL HISTORY	13
C. SCHOOL LEADERSHIP	16
D. MISSION	17
E. VISION	17
II. STUDENTS VPA WILL EDUCATE	18
A. TARGET STUDENT POPULATION	18
III. VPA PREPARES STUDENTS TO BE EDUCATED CITIZENS IN THE 21ST CENTURY.....	21
IV. HOW LEARNING BEST OCCURS	22
V. AMPS WILL ENABLE STUDENTS TO BECOME SELF-MOTIVATED, COMPETENT AND LIFELONG LEARNERS	24
VI. THE REQUIREMENTS OF CALIFORNIA EDUCATION CODE § 47605(B)(5)(A)(II).....	25
VII. AMPS’S FRAMEWORK FOR INSTRUCTIONAL DESIGN IS ALIGNED WITH OUR TARGET POPULATION.....	28
A. TEACHING METHODOLOGIES	28
B. CURRICULUM	40
C. TEXTBOOKS AND OTHER INSTRUCTIONAL RESOURCES	51
VIII. TEACHER CAPACITY: RECRUITMENT AND PROFESSIONAL DEVELOPMENT	52
A. TEACHER RECRUITMENT	52
B. PROFESSIONAL DEVELOPMENT	53
IX. INSTRUCTIONAL MINUTES	54
A. SAMPLE DAILY BELL SCHEDULES	55
X. SPECIAL NEEDS: AMPS ADDRESS THE NEEDS OF ALL SUB-GROUPS, INCLUDING AT-RISK STUDENTS ..	56
A. ENGLISH LEARNERS	57
B. SOCIOECONOMICALLY DISADVANTAGED STUDENTS.....	65
C. ACADEMICALLY HIGH-ACHIEVING STUDENTS.....	65
D. ACADEMICALLY LOW-ACHIEVING STUDENTS	66
E. STUDENTS WITH DISABILITIES	67
XI. INDEPENDENT STUDY.....	74
ELEMENT B: MEASURABLE STUDENT OUTCOMES.....	75
I. MEASURABLE GOALS OF THE EDUCATIONAL PROGRAM	75

II. SCHOOL OUTCOME GOALS WILL ALIGN WITH CALIFORNIA’S EIGHT STATE PRIORITIES	76
III. ADDITIONAL OUTCOMES.....	78
ELEMENT C: METHODOLOGIES FOR MEASURING STUDENT OUTCOMES.....	79
I. METHODS FOR MEASURING STUDENT ACADEMIC PROGRESS	79
II. DATA DRIVEN INSTRUCTION.....	80
III. PROGRESS REPORTS/GRADING.....	81
ELEMENT D: GOVERNANCE STRUCTURE.....	82
I. NON-PROFIT PUBLIC BENEFIT CORPORATION	82
II. GOVERNANCE STRUCTURE	82
A. MAJOR ROLES AND RESPONSIBILITIES	82
III. GOVERNING BOARD COMPOSITION AND MEMBER SELECTION	85
IV. GOVERNANCE PROCEDURES AND OPERATIONS	86
V. PARENT/GUARDIAN INVOLVEMENT	87
ELEMENT E: EMPLOYEE QUALIFICATIONS.....	89
I. CMO LEAD STAFF.....	89
A. VPA, INC. EXECUTIVE DIRECTOR	89
B. ACADEMIC DIRECTOR	91
II. INSTRUCTIONAL STAFF.....	92
A. SITE DIRECTOR.....	92
B. TEACHERS.....	93
C. INTERVENTION SPECIALISTS.....	94
D. AIDES/PARAPROFESSIONALS	95
III. NON-INSTRUCTIONAL STAFF	96
A. OFFICE MANAGER	96
B. ADMINISTRATIVE SUPPORT	97
ELEMENT F: HEALTH AND SAFETY PROCEDURES.....	99
ELEMENT G: RACIAL AND ETHNIC BALANCE	109
I. OUTREACH CAMPAIGN	110

II. COMMUNITY PARTNERSHIPS	111
ELEMENT H: ADMISSIONS REQUIREMENTS	112
I. PUBLIC RANDOM DRAWING	112
A. ADMISSION PROCESS AND OPEN ENROLLMENT.....	113
B. PUBLIC RANDOM DRAWING PROCEDURES.....	113
C. WAIT LIST	115
ELEMENT I: FINANCIAL AUDITS.....	116
I. INDEPENDENT FISCAL AUDITS	116
II. INSURANCE.....	117
ELEMENT J: STUDENT SUSPENSION AND EXPULSION PROCEDURES.....	118
I. DISCIPLINE POLICY.....	118
II. GROUNDS FOR IN-SCHOOL SUSPENSION, OUT-OF-SCHOOL SUSPENSION AND EXPULSION	120
A. ENUMERATED OFFENSES	121
B. IN-SCHOOL SUSPENSION	127
III. SUSPENSION PROCEDURES	127
A. CONFERENCE	127
B. NOTICE TO PARENTS/GUARDIANS	127
C. SUSPENSION TIME LIMITS/RECOMMENDATION FOR PLACEMENT/EXPULSION	127
D. SUSPENSION APPEAL	128
IV. EXPULSION PROCEDURES	128
A. AUTHORITY TO EXPEL	128
B. HEARING PROCEDURES	129
C. SPECIAL PROCEDURES FOR EXPULSION HEARINGS INVOLVING SEXUAL ASSAULT OR BATTERY OFFENSES	130
D. RECORD OF HEARING	131
E. PRESENTATION OF EVIDENCE	131
F. WRITTEN NOTICE TO EXPEL.....	131
V. EXPULSION APPEAL	132
VI. EXPELLED PUPILS/ALTERNATIVE EDUCATION.....	132
VII. DISCIPLINARY RECORDS	133

VIII. SPECIAL PROCEDURES FOR THE CONSIDERATION OF SUSPENSION AND EXPULSION OF STUDENTS WITH DISABILITIES	133
ELEMENT K: RETIREMENT PROGRAMS	136
I. CERTIFICATED STAFF	136
II. CLASSIFIED STAFF	136
III. RESPONSIBLE STAFF MEMBER	136
ELEMENT L: PUBLIC SCHOOL ATTENDANCE ALTERNATIVES	137
ELEMENT M: EMPLOYEE RETURN RIGHTS	138
ELEMENT N: DISPUTE RESOLUTION	139
ELEMENT O: CHARTER SCHOOL CLOSURE	141
ADDITIONAL PROVISIONS	144
I. FINANCIAL PLANNING, REPORTING AND ACCOUNTABILITY	144
II. IMPACT STATEMENT/FACILITIES:	144
III. SELPA	145
IV. ADMINISTRATIVE SERVICES	146
V. INSURANCE	146
APPENDIX A: BUDGET	147
APPENDIX B: AFFIRMATIONS AND ASSURANCES	147
APPENDIX C: REQUEST FOR BOARD MEMBER INFORMATION	154
APPENDIX D: SCHOOL CALENDAR	180
APPENDIX E: ORGANIZATIONAL CHART	181

ELEMENT A: THE EDUCATIONAL PROGRAM

“The educational program of the charter school, designed, among other things, to identify those whom the charter school is attempting to educate, what it means to be an ‘educated person’ in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners.” (Ed. Code § 47605(c)(5)(A)(i).)

“The annual goals for the charter school for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals.” (Ed. Code § 47605(c)(5)(A)(ii).)

“If the proposed charter school will serve high school pupils, the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the ‘A to G’ admissions criteria may be considered to meet college entrance requirements.” (Ed. Code § 47605(c)(5)(A)(iii).)

“A description of the educational program of the school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an “educated person” in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self motivated, competent, and lifelong learners.” Ed. Code § 47605(b)(5)(A)(i).

“A description, for the charter school, of annual goals, for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals.” Ed. Code § 47605(b)(5)(A)(ii).

“If the proposed school will serve high school pupils, a description of the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the “A” to “G” admissions criteria may be considered to meet college entrance requirements.” Ed. Code § 47605(b)(5)(A)(iii).

I. ORGANIZATIONAL HISTORY, SCHOOL FOUNDERS, MISSION AND VISION

~~Aspen Public School — with a proposed name change to~~ Aspen Meadow Public School (Aspen Meadow or AMPS; ~~formerly named Aspen Public School~~)¹ -- is an independent charter school originally authorized by Fresno Unified School District (FUSD) on January 6, 2016 ~~for a one-year charter term~~. Modeled as a replication of the highly successful Aspen Valley Preparatory Academy (AVPA), operating in FUSD since 2004, Aspen opened on August 15, 2016 and currently serves 100 students in grades TK-2. Aspen Meadow's enrollment is predominantly comprised of socioeconomically disadvantaged students, including foster and homeless youth and those living in severe poverty. Aspen Public School will grow one grade level per year.

Aspen Meadow's current enrollment of 95 students in grades TK-2 is: 66% Hispanic/Latino, 9% White, 13% African American, 4% Asian, 7% Two or More Races; 96% Free/Reduced Price Lunch (FRPL); 19% English Learners (EL); and 6% students with disabilities (SpEd) (four of our young students are in the process of being evaluated for a potential IEP). It is important to note that the FRPL percentage does not fully capture the experiences of many of our families who live in severe poverty. Housing and food instability are common issues that our school staff help navigate, along with the stresses of gang violence, domestic violence, substance abuse, divorce/separation and more. Currently an estimated 16% are either in foster care, homeless or in temporary housing (e.g., doubling up with relatives or in a shelter). We estimate that throughout the year, approximately 40% of our students experience food instability, thus we provide a full breakfast and lunch for all students, every day, as well as partnering with our local Trader Joe's to distribute food to families at our school twice per month.

Aspen Meadow is a replication of the highly successful AVPA and utilizes the same curriculum and instructional methodologies, and is overseen by the same upper level staff and governing board. In its short tenure, Aspen Meadow has:

- Secured a long-term facility at 1400 East Saginaw in Fresno that can hold up to 300 students in 12 classrooms, with a cafeteria, main office, green space with three play structures, restrooms, supply and work room, speech and special education offices and an auditorium. Aspen has a three- year lease, with the option to extend the lease. It is important to note that this facility was secured less than three months prior to opening – a previous facilities lease had been finalized, with signage made, recruitment of students, and significant planning for furniture, layouts, traffic and more when the lease was unexpectedly rescinded. Thankfully, Fresno First Baptist Church partnered with Aspen on an expedited timeframe to negotiate and finalize a lease and facilitate updates and preparation of the site.
- Enrolled 95 students in TK-2 with more students enrolling weekly. For 2017-18, as of February 1st we already have 120 applications for 146 spots in grades TK-3. Our enrollment has achieved our goal of serving some of Fresno's most "at-risk" families and children. Recruitment strategies have included informational tables at community events, television commercials on KMPH, The CW, and PBS, and door to door flyers. We have also had a commercial at Manchester Theater including digital visual impressions sent to digital devices in the 93704 area code.
- Hired five new teachers: two of Aspen Meadow's teachers have 10 or more years of experience, one has eight years. Three of our teachers are Hispanic/Latina and bilingual in Spanish. Four of the five teachers hold a multiple subject clear credential; the fifth is an intern teacher working

¹ Throughout this Material Revision, we have made changes to reflect the Fresno Unified School District Board of Education's approval in 2016 of a school name change from Aspen Public School to Aspen Meadow Public School, along with our first school's name change from Valley Preparatory Academy to Aspen Valley Prep Academy.

under the supervision of a lead teacher in the 2nd grade classroom. Two of Aspen Meadow's five instructional aides are Hispanic/Latina and bilingual, two are White and one is Hmong.

- Established an intensive and collaborative professional development and coaching program for all Aspen Meadow faculty, as detailed in our original charter petition below. Aspen Meadow faculty regularly observe and collaborate with their peers at AVPA.
- Launched the Aspen Meadow Parent Lighthouse Team, the school's parent engagement and leadership council, coordinating parent volunteer and feedback efforts.
- Built on successful partnerships already established by our sister school, AVPA, Aspen Meadow has partnered with Rescue the Children (RTC), an arm of the Fresno Rescue Mission that provides emergency and long-term services to at-risk, abused, homeless, or previously incarcerated women or women with children
- Extended VPA's existing partnerships with Rotary Club, the Fresno Police Department, Bringing Broken Neighborhoods Back to Life, Fresno Metro Ministries, and other entities to promote a continued movement toward quality public education for all students.
- Formed a partnership with Bringing Broken Neighborhood Back to Life, a partnership between the Fresno Police Department and faith-based and non-profit organizations in an effort to build trust and communication between police and the community in a way that targets the community's youth. Aspen Meadow also partners with Fresno Metro Ministries' Better Blackstone Association to create safer neighborhoods affecting school families in the area.
- Ensured that Aspen Meadow has met its legal requirements in all aspects of governance and operations under the governance of the Valley Preparatory Academy, Inc. Board of Directors; there have been no complaints, negative reviews or findings regarding compliance in the Valley Preparatory Academy, Inc.'s 12 year history.
- Established a strong and stable fiscal operation thanks in part to a \$575,000 competitive start-up grant awarded by the California of Education and a \$250,000 competitive grant from the Walton Family Foundation. Remarkably, thanks to conservative fiscal planning, Aspen Meadow is projecting a positive year-end cash flow, with a reserve in excess of 5%, growing steadily to a projected reserve in excess of 37% (\$1.3M) by Year 5 of this charter term.

A. SCHOOL PERFORMANCE DURING THE CURRENT CHARTER TERM

Unlike most charter schools up for renewal, Aspen has been operational for less than one full year (roughly 100 days), with a small and young enrollment of students in grades TK-2. Thus we do not have any state test data to report and will not have Smarter Balanced/California Assessment of Student Performance and Progress (CAASPP) data until the end of our second year of operations when our first class of 3rd graders participates in state testing.

According to California law, a charter school that has been in operation for four years "shall" meet at least one of the minimum criteria set forth in Education Code section 47607(b) prior to receiving a charter renewal: these criteria include API growth targets and state and similar schools rankings that are no longer in effect, nor applicable to Aspen since it has been operational less than one year.² Nor is

² While we are aware that the Education Code regarding renewal criteria has been modified extensively by AB 1505, we do not address those requirements now as this Material Revision is intended simply to remove 7th and 8th grades from the charter. We will prepare a full renewal based on the new criteria during the last year of the current charter term. Due to the California governor's extension of all charters for two years (as a result of the pandemic), the current charter is extended to June 30, 2024.

it possible to compare Aspen’s performance on state testing against “demographically similar pupil populations in the comparison schools.” (Cal. Ed. Code § 47607(b)(4)(B).)

As a result of the suspension of API, the California Legislature provided a new charter renewal standard as it relates to academic achievement, in Education Code section 52052(e)(4): “Schools that do not have an API calculated . . . shall use one of the following: (A) the most recent API calculation; (B) an average of the 3 most recent annual API calculations; or (C) *alternative measures that show increases in pupil academic achievement for all groups of pupils school-wide and among significant subgroups.*”

Under the law, these “increases in pupil academic achievement for all groups of pupils” shall be the “most important factor” in determining whether to grant a charter renewal. (Ed. Code, § 47607(a)(3).)

Based on the limited internal data available to us after just five months of operations, Aspen Meadow meets the new criteria for renewal under section 52052(e)(4)(C).

1. ACADEMIC PERFORMANCE DATA AND OTHER ABSOLUTE AND COMPARATIVE PERFORMANCE INDICATORS

As a data-driven instructional program, Aspen Meadow’s faculty rely on internal formative and summative assessments to drive instructional planning and implementation. While data from these assessments is not ordinarily the basis for accountability for a charter school on renewal, we offer the following examples to demonstrate growth that Aspen Meadow’s students have exhibited in the school’s short tenure. It is important to note that while these data represent very small samples – many of our currently enrolled students joined the school after initial benchmarks were administered – the limited data is quite promising. Current enrollment includes:

Grade	# Students Who Have Been Enrolled At Aspen <u>Meadow</u> Since 1 st Day of School	# Students Enrolled As Of February 10, 2017
TK	0	8
K	33	42
1	12	23
2	10	22
Total	55	95

The following standards-aligned benchmark assessments provide data demonstrating consistent growth in all grades in both ELA and Math:

Assessment	Grade Level	Frequency	Subjects Assessed
ESGI	K	3 times annually	ELA, Math
NWEA MAPs	1-2 (K tested mid-year)	3 times annually	ELA, Math
RAPID/MyLexia	K-2	3 times annually	Reading
MobyMax	1-2	3 times annually	Math
Fountas & Pinnell	K-2	3 times annually	Reading

Kindergarten Assessment: Educational Software for Guiding Instruction (ESGI)

Aspen Meadow's Kindergarteners have taken the web-based ESGI assessments in ELA and Math at the beginning of the year (September) and mid-point (December), demonstrating remarkable growth already, with a 18% to 56% gain in ELA skills proficiency and 35%-48% gains in Math skills proficiency, as detailed below.

Kinder- The % represents the number of students who knew the information.

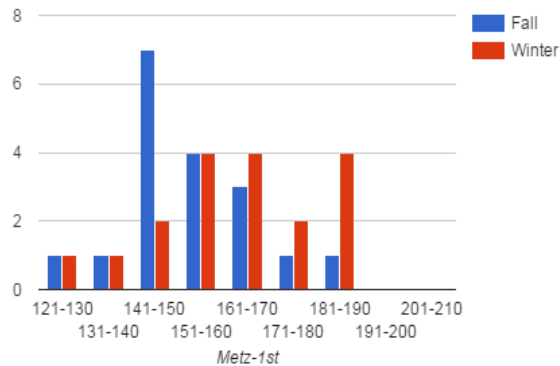
Pre-Reading Skills	Beginning of Year	Mid-Year	Increase in Proficiency Rate
Uppercase Letters-26/26	30%	86%	+56%
Lowercase Letters-28/28	08%	43%	+35%
Uppercase Sounds-31/31	0%	38%	+38%
Lowercase Sounds 31/31	0%	30%	+30%
Sight Words-20/20	08%	26%	+18%

Pre-Math Skills	Beginning of Year	Mid-Year	Increase in Proficiency Rate
Number Recognition 31/31	0%	35%	+35%
Patterning-5/5	35%	70%	+35%
Shapes-9/9	11%	59%	+48%

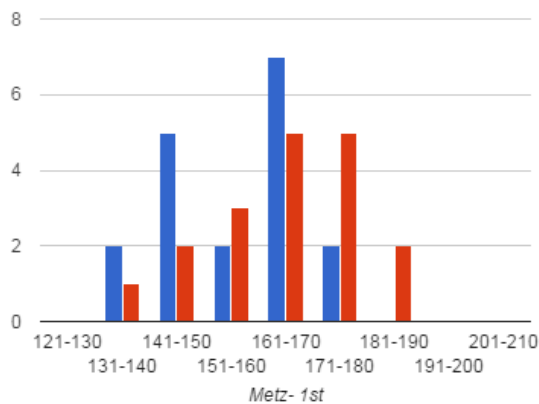
First Grade (MAP Test Results First NWEA MAPs assessments)

Aspen Meadow's original first (18 students) graders have taken the online NWEA MAPs assessments twice – September and December 2016 – showing significant growth in both ELA and Math. The Fall MAP test results reveal that our Aspen Meadow students came into our school performing below the national norm. The Winter MAP test results are used for internal benchmarking only, since they are not nationally normed, yet they demonstrate the growth of the cohort of students who have been enrolled since the beginning of the year. (Five students, who enrolled later, are not represented in this chart.) We look forward to the growth our students will demonstrate in the nationally normed spring MAP test. The internal benchmark in the first 100 days of school demonstrates strong progress as a result of our excellent academic program. We will also use the Winter benchmark as a baseline marker for those students who came in mid-year. **(Vertical line=# of students; Horizontal line=performance score)**

Fall and Winter-Reading

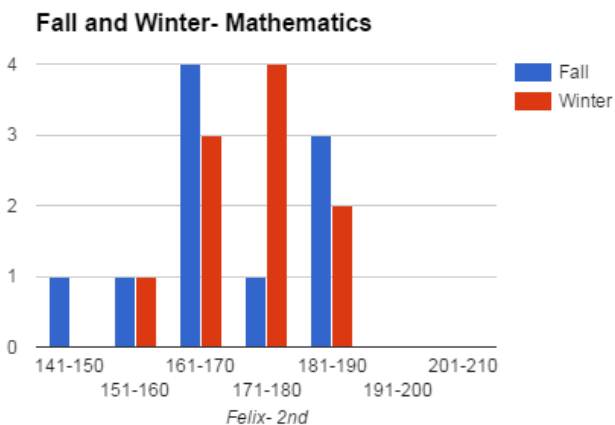
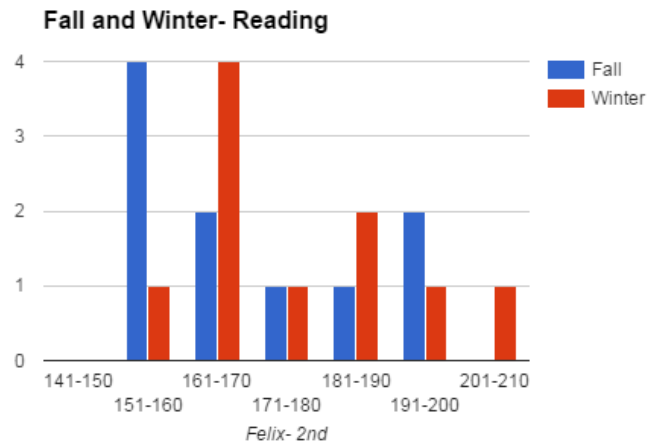


Fall and Winter- Mathematics



Second Grade (MAP Test Results)

Similarly, the second graders have shown significant gains. A total of 10 students participated in fall and winter MAP testing (one student only took the fall assessment), with an additional ten students joining the grade after the initial September testing.



Kindergarten – Grade 2 MyLexia/Reading Assessment for Prescriptive Instructional Data (RAPID) Assessments

Aspen Meadow also utilizes the online, interactive Reading Assessment for Prescriptive Instructional Data (RAPID), which provides teachers “an in-depth, reliable measurement of critical reading and language skills. Using adaptive technology, the assessment adjusts its presentation of questions based on student performance, monitors student progress, and predicts students' future reading success. RAPID also provides a specific diagnostic profile for each student that helps educators group students for instructional planning and address skill weaknesses.”

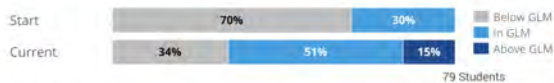
(<http://www.lexialearning.com/products/rapid-assessment>)

Over the first five months of school operations, the growth across each grade has been very promising. Upon initial assessment (given upon enrollment), 70% of our K-2 students tested “Below Grade Level Material” with 30% “In Grade Level Material.” As of January 19, 2017, the percent of students “Below” decreased to 34%, with 51% “In” Grade Level and another 15% “Above” Grade Level. In Kindergarten, half of our students (49%) have grown into the “In/Above” Grade Level strata; 42% of 1st graders have increased to “In/Above” and in 2nd grade, 9% of the students have grown into the “In/Above” levels. While our 2nd graders have shown less growth to date, two things are important to note: (1) eight of our 22 second graders enrolled throughout the fall after the start of the school year – some as recently as December, thus they have had less time with us than the 13 second graders who started at Aspen Meadow in August; and 2 of our 2nd graders have special needs, including dyslexia; and 2 are English Learners. Our Special Ed team (discussed in more detail later in this petition) and Assessment Coordinator/EL Support Specialist are working closely with the 2nd grade teacher to provide intervention and additional supports to these students. We are confident these students will demonstrate significant growth in the coming months through our individualized, differentiated approach. The initial growth results for all of our students is indicative of the impact of our program.

Aspen Public School Progress

myLexia

Students by Grade Level of Material (GLM) from Aug 15, 2016–Jan 19, 2017



Grade Progress Data

Grade	Students	Start Below %	Start In %	Start Above %	Current Below %	Current In %	Current Above %	Movement into In/Above %
PreK	0	0	0	0	0	0	0	0
Kindergarten	35	20	15	0	3	24	8	49
1st Grade	22	18	4	0	9	12	1	42
2nd Grade	22	17	5	0	15	4	3	9

Kindergarten – 2nd Grade MobyMax Math Assessment

As with literacy, our students are demonstrating impressive gains in Math. Most notably, 97% of our Kindergarten students are proficient in standards-aligned math assessments in Math, an increase from 64% when they were first tested upon enrollment. The 2nd grade students who have joined Aspen Meadow are receiving specific academic interventions in the following forms: small group re-teaching, whole group teaching with formative assessments, one-to-one instruction, targeted activities in differentiated math groups in class, as well as access to online platforms that have the ability to supplement student learning at their levels.

Math Progress Monitoring Class View

All Students

Jan 20, 2017

<u>Standards</u>	<u>Current Proficiency</u>	<u>Beginning Proficiency</u>	<u>Increase <Decrease></u>
Overall Grade Level	1.6	1.0	0.6
Grade K	97%	64%	33%
Grade 1	61%	33%	28%
Grade 2	25%	16%	9%

Additional Data

With 19% of our students designated as English Learners, reclassification is a primary focus and ensuring these students master English fluency necessary for success in school and the modern world. Of the 10 EL students in Kindergarten, internal assessments show that nine of the ten students have made significant growth in the areas of Uppercase letters, Lowercase letters, Uppercase sounds, and Lowercase sounds. Two of these 10 EL Kindergarteners arrived at Aspen Meadow with no prior knowledge of upper and lower case recognition and sounds. Of these two students, one has shown slower growth, due to very little prior knowledge in her home language. She, and all of our EL students, are being supported with an individualized approach that includes differentiated instruction in small groups, one to one instruction with the classroom teacher, and/or time spent working with an intervention teacher. During language development time, students sing songs, recite nursery rhymes and poetry, read predictable books with a lot of repetition, experience hands-on learning, and work on phonemic awareness. When necessary, lessons are retaught or modified based on individual assessment data that is continuously reviewed by the faculty.

With the brevity of the school's tenure, it is too soon to identify students who will be eligible to reclassify as English proficient, but we look forward to reclassifying students as soon as we have time to gather enough data.

Attendance has been a bit of a challenge, with a current Average Daily Attendance (ADA) for the year of 93.3%, short of our goal of at least 95% ADA. Early in the year, bomb threats, clowns and other media reports impacted attendance, and more recently, illness has had an impact. We are implementing a variety of measures to try to boost ADA, including incentives for classroom celebrations based on attendance, calls home when a student is absent, administration/parent meetings and additional home/school communications to ensure all families understand the importance of consistent and timely attendance for even the youngest student, and offering transportation assistance for families with challenges.

As Aspen Meadow continues to grow, our faculty will continue to rely on assessments to drive instruction and customize learning and supports to meet each individual student's needs, as detailed throughout this petition. We are confident that CAASPP results and other state testing will demonstrate the school's success in comparison to nearby traditional schools and district and state averages, as we have seen at VPA.

B. ORGANIZATIONAL HISTORY

Our first school, [Aspen Valley Prep](#), grew organically from the efforts of a group of church members volunteering to help some high-need children and families starting in the late 1990's. As the group spent time offering free after school activities and food, they began to realize that many of the children were failing in school, or completely truant, and the older children were illiterate. All of the students were from poor, unstable home lives, often with drugs and prostitution involved. There was a sense of urgency among the volunteers to help the children. What grew out of that was remarkable. The volunteers continued to feed the students daily, and were soon able to hire a teacher (Shelly Lether (nee Melton), who now serves as the Executive Director. Ms. Lether enrolled more than a dozen children as independent study students and began to teach them. Word spread, and after a short while, the number of students grew so large and the students had such great academic and social success that Ms. Lether and the volunteers petitioned to open a charter school.

In 2004, Valley Preparatory Academy Charter School ([now called Aspen Valley Prep, or AVPA](#)) opened its doors in a humble house with 75 students. With regular teaching, accountability and leadership training, the students experienced great success. Several of the students moved in and out of foster care, or were homeless or transient. The group that began working with the students had a 'get it done' attitude and arranged for transportation for students, housing for those who were homeless, and some even became foster parents to provide safe housing in times of chaos for the families. The school maintained high academic and social standards and sought to give the students enriching experiences, taking cross-country field trips to the Grand Canyon, New York and Washington D.C. In the meantime, [Aspen Valley Prep](#) moved to accommodate more students. The school leased space on a church campus, initially sharing the campus with the church operations and a private preschool. Over time, demand for [AVPA](#) grew so much that an offer was made and an LLC (Jacqueline Gates) was created to purchase the entire 4-1/2 acre church campus in 2013. Funding for the purchase was provided by Central Valley Community Bank and the CDFI through Economic Opportunities Commission. [AVPA](#) now leases the campus from the Jacqueline Gates LLC.

In 2014, [AVPA](#) was approached by Rescue the Children (RTC), an arm of the Fresno Rescue Mission that provides emergency and long-term services to at-risk, abused, homeless, or previously incarcerated women or women with children. RTC also operates a 12-18 month residential program for women and women with children that provides education and job training to women overcoming crisis circumstances. RTC staff asked if they could send all of the students in their program to [AVPA](#) during the 2014-15 school year. RTC's neighborhood elementary school, Addams Elementary, is one of the lowest performing schools in California and very large (more than 800 students), and has a particularly high suspension rate for an elementary school, with reported incidents of violence and other issues.

In an effort to help secure a better educational option for children being served by RTC, [AVPA](#) expanded its enrollment from 315 students in 2013-14 to 358 students in 2014-15, adding 2 new classrooms and hiring 2 additional teaching staff. The collaboration has been a tremendous success. Beyond academic growth (one [AVPA](#) 2nd grader made a remarkable 30 point gain – a grade-level jump -- in math on the NWEA MAPs assessments between last winter and this fall), RTC staff reported that several students had made "180 degree turnarounds" and students were known to say things like, "You don't understand, I used to be the bad kid at my other school."

In 2015-16, a second charter petition was submitted to FUSD to replicate [AVPA](#) into [Aspen Meadow Public School](#), in large part to help meet community demand through our partnership with RTC and our broader reputation in the community. This school year, both [Aspen Meadow](#) and [AVPA](#) have enrolled

many more students from RTC, continuing in the spirit of the original mission of the school to serve students in crisis situations.

In order to continue supporting this important partnership, we are now working to ensure that all students who come to us from RTC can continue to be enrolled at [AVPA](#) or [Aspen Meadow](#) even when their families move to more long-term housing. Several mothers have continued to bring their children after moving, yet at times, this can be an onerous effort via public transportation. At Valley Prep Academy, Inc., we are committed to providing the same level of support for students like these, including foster youth who may be relocated while enrolled at our schools.

2. CURRENT SUCCESS

[Aspen Meadow](#)'s current enrollment of 95 students in grades TK-2 is: 66% Hispanic/Latino, 9% White, 13% African American, 4% Asian, 7% Two or More Races; 96% Free/Reduced Price Lunch (FRPL); 19% English Learners (EL); and 6% students with disabilities (SpEd) (four of our young students are in the process of being evaluated for a potential IEP).

[Aspen Valley Prep](#) is now in its 12th year of operation and 3rd charter term; [AVPA](#) is fully WASC accredited. The school has 365 students in grades TK-~~8~~6, and more than 78 students on the waitlist with additional families calling almost daily. [AVPA](#)'s current enrollment is: 63% Hispanic/Latino, 20% White, 8% African American, 4% Asian, 4% Two or More Races; 81.3% Free/Reduced Price Lunch (FRPL); 14% English Learners (EL) with another 7% Reclassified Fluent-English Proficient (RFEP); and 6% students with disabilities (SpEd).

It is important to note that the FRPL percentage does not fully capture the experiences of many of our families who live in severe poverty. Housing and food instability are common issues that our school staff help navigate, along with the stresses of gang violence, domestic violence, substance abuse, divorce/separation and more. We estimate that throughout the year, approximately 40% of our students experience food instability, thus we provide a full breakfast and lunch for all students, every day.

Our model meets the extraordinary needs of grades TK-~~8~~6 students through a carefully designed and innovative instructional program that focuses not just on academics, but on the psycho-social developmental needs of our students. We provide an extended day and comprehensive scaffolding and supports for our students, including a full-time on-site counselor, full-time LVN, part-time RN and a full-time campus resource officer. We are proud that our students consistently outperform their peers at nearby public elementary and middle schools on state standardized tests (see below), and our ultimate goal is to develop skills and attributes that will foster lifelong growth and development.

Embedded in all we do is an emphasis on leadership education. We believe that every child – and every adult -- can be a leader. We have adopted the globally-acclaimed, standards-aligned school culture program, *Franklin Covey, Seven Habits of Highly Effective People, The Leader in Me*, which emphasizes imperative 21st century skills: responsibility, critical thinking, integrity, teamwork, collaboration, listening and speaking, and more. In order to ensure that our students' significant needs are met, our organizational philosophy is to invest in the people who will invest in our students. We provide 14 professional development and common planning days for our elementary teachers, along with time built into the day and week for them to collaborate and learn from and with one another in a Professional Learning Community model. We work hard to provide clear expectations and build

relationships and trust among all of our stakeholders, helping to ensure that as students and families interact with our school, they enjoy a culture on campus that one of our board members refers to as “gentle education.”

C. SCHOOL LEADERSHIP

AMPS is operated and governed by an accomplished team of experts in educational leadership and classroom instruction:

Shelly Lether, Executive Director

Ms. Lether is a highly experienced educational leader with more than 16 years of experience in Fresno Area charter schools, making her one of the pioneers of the charter school movement in Fresno and the San Joaquin Valley. Prior to becoming an administrator and founder of [Aspen Valley Preparatory Academy](#), Ms. Lether worked as an independent study teacher in grades K-12 in Fresno. At the university level, Ms. Lether has taught charter school leadership to teachers and aspiring administrators through Central Michigan University. She earned a Bachelor's degree in Liberal Studies from National University, and a Master's in Educational Leadership from Central Michigan University. Ms. Lether is active in the community, participating in Fresno Rotary and was in class 27 of Leadership Fresno. She also has participated in Fresno County Women's Chamber of Commerce. She was nominated in 2016 as a Fresno County Office of Education Administrator of the Year.

Corrie Spees Sands, Academic Director

Ms. Sands is the Academic Director, with combined responsibility for leading [AVPA](#) and supervising the site leader of [Aspen Meadow](#) in instructional matters. Ms. Sands is an experienced educational leader who has served in administration for the past five years. She began her administrative career in Central Unified School District, and joined [Aspen Valley Preparatory Academy](#) as Site Director in 2014-15. Ms. Sands previously served as the children's director at First Presbyterian Church, Fresno for five years and prior to that, taught for eight years in classroom-based schools in Clovis Unified School District and an independent study charter school in Fresno. Ms. Sands holds a Bachelor's degree in Liberal Studies from California State University Fresno, a multiple subject teaching credential from Fresno Pacific University, a Master's degree and administrative credential from California State University Fresno. Ms. Sands has spent time volunteering in the community including mentoring teen moms and serving on the founding board of a local charter school.

Lisa Taylor, Aspen Site Leader

A 20-year veteran teacher, serving 8 years at [Aspen Valley Preparatory](#), Ms. Taylor has taught many grade levels, and is currently site director for [Aspen Meadow Public School](#). Ms. Taylor led the character education and leadership development initiative at [AVPA](#) for several years. Ms. Taylor has had training in Restorative Justice, Franklin Covey's *The Seven Habits of Highly Effective People*, *The Leader in Me*, and is a current teacher consultant for The San Joaquin Valley Writing Project, a branch of the National Writing Project and California Writing Project. Ms. Taylor holds an Associate Degree in Early Childhood Development/Nursery School Administration from College of the Sequoias, Visalia, and a Bachelor's degree in Liberal Studies and multiple subject teaching credential from California State University Fresno.

The Aspen Public Schools **Board of Directors** is comprised of highly accomplished and experienced experts in education, business, non-profit management, fundraising and more. The Board Chair, Mr. John Grice, an experienced and highly successful international businessman, has managed large groups

and has extensive knowledge in investment banking and project management. Mr. Stephen Paul is an agriculture businessman with 33 years of experience in fresh produce, as well as founder of a successful gourmet food company. Ms. Carrie Zulewski is an entrepreneur and has been a public school advocate for more than 20 years, volunteering countless hours, with particular experience and success in fundraising. Ms. Mary Jane Fitzpatrick spent the last five years as the Recreation Manager for the City of Fresno Parks and Rec department. Her tenure includes major management roles, fundraising and organizational development to provide access to healthy activities for students across Fresno. Ms. Megan Rafferty currently is an Outreach Consultant with Education Results, and has worked on charter school policy, research and advocacy at the national level; she has expertise in special education and previously served on the Board of one of Los Angeles's highest performing charter schools that is a nationally-recognized model for special education inclusion. Sergeant Diana M. Trueba of the Fresno Police Department is the Central Policing District Investigations Supervisor, and has served with the Fresno PD since 2000, first as a 911 Police Dispatcher, and then, since graduating from the Fresno Policy Academy in 2003, as a police officer, detective and supervisor in a variety of capacities. She has been active in the Fresno community with the Fresno Police Officers' Association, Special Olympics, and as a Board member of Family Healing Center. Board Member resumes are attached in Appendix C.

D. MISSION

Transforming the Community by Developing Exceptional Leaders

- Comprehensive leadership curriculum integrated into all aspects of the school day
- Immersive blend of targeted academic and social-emotional learning
- Customized pathways to success for students, educators, and family leaders
- Advocacy on behalf of accessible, high quality education options for Fresno families
- Contributing network of community partnerships working towards positive social change.

E. VISION

Through a recent strategic planning process, our Board and staff leaders reevaluated our long-term impact and the core components of our approach. The result of our reflection and discussion includes newly articulated vision and mission statements that serve to align our leadership, staff, families and community on our identity and ultimate purpose.

Our vision as an organization is greater quality of life in Fresno where all families have access to opportunities and contribute to their communities. Our vision at the school level is to work to transform the community by developing exceptional leaders.

Our vision is based on the belief that *every* child – and every adult -- can be a leader. We recognize that our students will have opportunities and face challenges in the future that we cannot even imagine today. Technological advances, the ability of individuals to interact globally in real time, and the vast proliferation of information exchanged all necessitate that our students need to develop skills and attributes inherent in the concept of leadership. Today there is a growing recognition – including via the new California Common Core State Standards (CA CCSS) -- that problem-solving skills, an ability to think creatively, flexibly and analytically, and an ability to leverage resources and discern sources are not ideals, but imperatives.

Through the globally-acclaimed program, *The Leader in Me*, AMPS will continue implement a standards-aligned school culture program that emphasizes critical 21st century skills: responsibility, critical

thinking, integrity, teamwork, collaboration, listening and speaking, and more. This program, embedded throughout a carefully designed and innovative instructional program that focuses not just on academics, but on the psycho-social developmental needs of our students, will ensure that students matriculate from AMPS well prepared for a rigorous, college-preparatory high school program and go on to enroll in, and complete, a post-secondary degree and embark on meaningful careers.

II. STUDENTS AMPS WILL EDUCATE

A. TARGET STUDENT POPULATION

1. ENROLLMENT

AMPS currently has 95 children enrolled in grades TK-2. While we cannot with 100% accuracy predict enrollment for each year, for purposes of planning our budgets and operations conservatively, the following are our enrollment projections for the next five years:

	2017-18	2018-19	2019-20	2020-21	2021-22
TK/Kindergarten	56	56	56	56	56 34
1st grade	44	44	44	44	44 38
2 nd grade	22	44	44	44	44
3 rd grade	24	22	46	46	46 4
4 th grade		24	22	46	46 4
5 th grade			24	22	46 0
6 th grade				24	22 8
7 th grade					24
8 th grade					
TOTALS	146	190	236	282	428 276

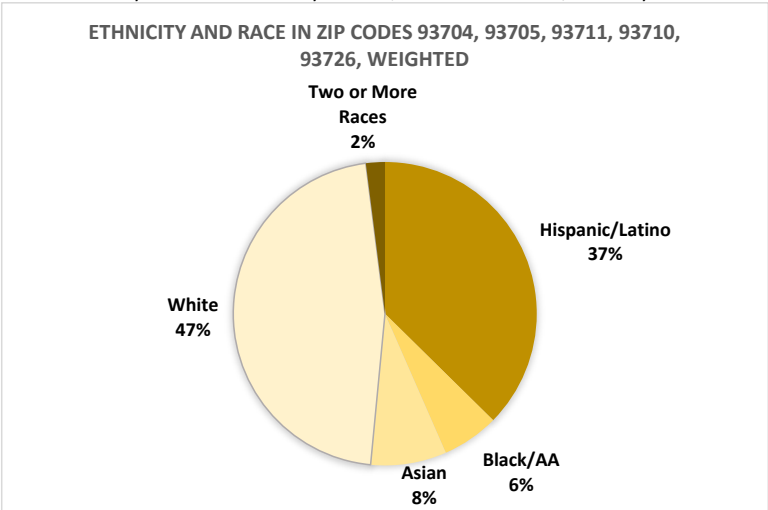
2. SURROUNDING COMMUNITY AND SURROUNDING SCHOOLS

AMPS's population of students represents the range of Fresno's cultural diversity and backgrounds. AMPS serves as an educational alternative for students who are particularly "at-risk" or who present unique learning challenges, including homeless and foster children, the academically accelerated, students who have failed in a traditional school setting, or need special learning accommodations (e.g. visual impairments or learning disabilities).

We intentionally seek to enroll those students who are most underserved: socio-economically disadvantaged (including those in extreme poverty), foster youth, and children who are homeless or experiencing housing instability. With our strong and continuing partnership with Rescue the Children, and other community connections, including CARE Fresno, AMPS seeks to find the students who have the highest need for a stable, successful environment and serve them with the same high quality that we have demonstrated at our sister school, AVPA, for the last 12 years. Our student body is comprised almost entirely of low-income students, with a majority Latino/Hispanic students as well as students who are Caucasian, African American, and Asian. Recent immigrants comprise a significant number of

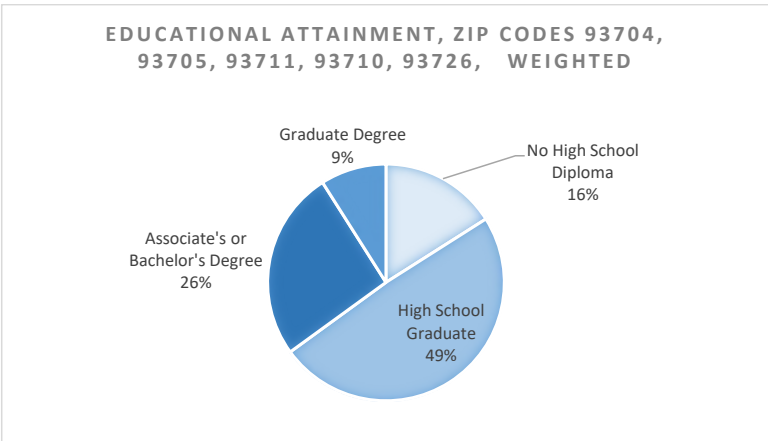
our families. AMPS is open to all students who wish to attend, though we focus our recruitment efforts (see *Element G: Racial and Ethnic Balance*) in Central Fresno.

The community we serve is notably diverse, with a mix of race/ethnicity:



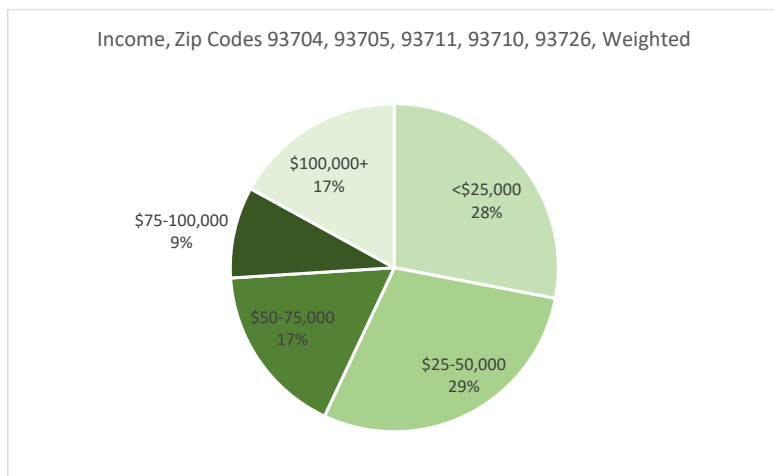
Source: www.factfinder2.census.gov.

The area also includes a broad range of educational attainment, with 65% of residents having just a high school degree or less, and only 35% having a college degree.



Source: www.factfinder2.census.gov.

This range of educational attainment is reflected in the income diversity of the community: 28% of families earn less than \$25,000 per year, while 17% earn more than \$100,000 per year.



Source: www.factfinder2.census.gov.

In the community surrounding AMPS, 28% of families with children under the age of 18 are living in poverty. Many families are recent immigrants, with 30% of families speak a language other than English at home.

The existing traditional public schools in the area surrounding Aspen are, by all measures, struggling. The seven nearest schools serving the same grades as Aspen (Addams, Centennial, Del Mar, Homan, Slater, Williams and Wilson), have a very similar demographic to Aspen:

	ASPEN	Comparison Schools	Fresno Unified	CA
FRPL	96%	95%	*86%	*59%
EL	19%	26%	*22%	*22%
RFEP	N/A	16%	*18%	*11%
Special Education	6%**	9%	*10%	*11%
Hispanic/Latino	66%	67%	*67%	*54%
African American	13%	13%	*9%	*6%
Asian	4%	8%	*11%	*9%
White	9%	8%	*10%	*24%
Two + Races	7%	2%	*2%	*3%

*Rates are for all grades, not just K-~~6~~8.

**Four additional students are currently being evaluated, potentially raising this rate to 11%.

Yet these schools are struggling significantly with academics:

- On the 2013 state rankings, SIX out of these seven schools had a state rank of "1" and the seventh (Wilson) had a state rank of "2."
- On the 2013 state rankings, SIX out of the seven schools had a similar schools rank of "1" - "3" and the seventh (Wilson) had a similar schools rank of "4."
- 2013 3-year weighted API scores ranged from 652 to 740, all well below the state benchmark of 800, and during the three year period of 2011-2013, FIVE of these seven schools lost points on the API, including Williams (lost 49 points over three years) and Del Mar and Homan (both lost 34 points).
- 2016 CAASPP results show a range of 16-24% of students Met/Exceeded state standards in ELA and 12-19% Met/Exceeded standards in Math.

While we do not yet standardized test data – and will not until 2018 when our first class of 3rd graders participates in the CAASPP -- based on the internal data we have so far, we are projecting stronger performance on the CAASPPs than our nearby comparison schools, along with significant growth in the coming years as the students who've been with us since Kindergarten age into these tests.

Within this broad spectrum of diverse families, Aspen Meadow seeks to serve those who are most “at-risk” or disadvantaged, including children in poverty, recent immigrants, English Learners and those who face other challenges. We are confident that our proven model with an emphasis on leadership and 21st century skills, a differentiated approach to learning, and intensive, holistic supports for students most in need will continue to impact students and their families.

III. AMPS PREPARES STUDENTS TO BE EDUCATED CITIZENS IN THE 21ST CENTURY

Aspen Meadow Public School believes the school’s mission of core academics integrated with leadership education reflects how an educated person will succeed in the 21st century. As Nel Noddings has said, “the main aim of education should be to produce competent, caring, loving, and lovable people.” (Noddings, *The Challenge to Care in Schools*, 2005.) We believe that when character development is taught alongside standards-based curriculum, students become productive and healthy members of our community. Our goal is to see each student develop the essential qualities valuable and common to our society and to use those qualities to impact positively his or her personal life and community.

Like many in education today, we believe education is not simply about drilling students to learn concrete facts and skills found in standardized tests, but rather that a 21st century education, in order to be truly successful, must emphasize aptitudes such as problem-solving, critical and creative thinking, inquiry, collaboration, communication and invention. Acclaimed journalist and author Thomas Friedman has noted that for education to be relevant today and to best prepare Americans for the global economy, it must emphasize the importance of instilling curiosity, love of learning, discernment, creativity, and interdisciplinary thinking. (Friedman, *The World is Flat*, 2005.) While these aptitudes of course necessarily depend on a foundational knowledge base that is detailed in state content standards, we believe our most important jobs as educators is in helping our students learn how to learn, and take on responsibility for their own futures.

Until recently, the abilities that led to success in school, work, and business were characteristic of the left hemisphere. They were the sorts of linear, logical, analytical talents measured by SATs . . . Today, those capabilities are still necessary. But they’re no longer sufficient. In a world

upended by outsourcing, deluged with data, and choked with choices, the abilities that matter most are now closer in spirit to the specialties of the right hemisphere – artistry, empathy, seeing the big picture, and pursuing the transcendent.

(Pink, *A Whole New Mind: Moving from the Information Age to the Conceptual Age*, 2005.) Encouraging students to maintain goals of strong personal character and self-responsibility will help them become successful members within their communities, careers and families.

An article by American environmental historian William Cronon, entitled *Only Connect . . . : The Goals of a Liberal Education*, identifies the characteristics of what it means to be educated in the 21st century:

1. They listen and they hear.
2. They read and they understand.
3. They can talk with anyone.
4. They can write clearly and persuasively and movingly.
5. They can solve a wide variety of puzzles and problems.
6. They respect rigor not so much for its own sake but as a way of seeking truth.
7. They practice humility, tolerance, and self-criticism.
8. They understand how to get things done in the world.
9. They nurture and empower the people around them.
10. They follow E. M. Forster's injunction from *Howards End*: "Only connect"

"More than anything else, being an educated person means being able to see connections so as to be able to make sense of the world and act within it in creative ways . . . listening, reading, writing, talking, puzzle-solving, seeing the world through others' eyes, empowering others, leading—every last one of these things is finally about connecting." (Cronon, *Only Connect...: The Goals of a Liberal Education*, The American Scholar, 1998. 67(4).)

We have seen on a daily basis the power of "connecting" for our underserved students – with core content, with their own methods of learning, with caring adults, and with one another.

IV. HOW LEARNING BEST OCCURS

The core of our instructional program is the focus on personalized, differentiated instruction to meet the significant needs of our students and integrate content area learning into real-life contexts, using "scaffolding" and a constructivist, experiential approach.

Students learn *how* to learn by giving them the training to take initiative for their own learning experiences and access higher level thinking skills. Varying modalities of auditory, visual, and kinesthetic learning helps keep students engaged. Teachers are encouraged to enhance lessons with varied activities and hands-on projects that implement collaborative learning techniques. As learning progresses, scaffolds are gradually removed so that students eventually are able to demonstrate comprehension independently.

We believe learning best occurs through:

- **High Expectations:** We believe that learning best occurs when students are expected to meet high standards for achievement and are supported in their learning with an individualized approach that rejects the notion that "one size fits all." In order to help all students meet our

high expectations, we clearly communicate those expectations, and then provide appropriate, individualized support to achieve the stated goals, and meaningful opportunities for students to demonstrate their accomplishments and successes. Students are offered challenging work that requires critical thinking and the ability to articulate one's ideas. When students are struggling, teachers do not lower their expectations, instead they find creative new ways to teach, they work with colleagues to develop intervention plans for specific students. As noted psychologist Lev Vygotsky described in *Mind in Society: The Development of Higher Psychological Processes*, the key to a learning experience within a student's zone of proximal development is "problem-solving under adult guidance or in collaboration with more capable peers." Our teachers continuously analyze student achievement data, then scaffold learning and differentiate instruction in order to lead all students to academic growth and achievement.

- **Small Learning Communities:** At a small school with small sizes, every student is known. Teachers must understand what students are thinking and how to connect with their prior knowledge if they are to ensure real learning. (Darling-Hammond, *Powerful Learning: What We Know About Teaching for Understanding*, 2008.) As John Dewey wrote decades ago, "Education should be child centered; we should begin planning the lesson by looking at where the child is developmentally." (Dewey, *Experience and Education*, 1938.)
- **Hands-On, Constructivist Learning:** Through teacher-designed activities and projects, our students learn by doing, with an individualized, differentiated approach that ensures that instruction is personalized for the needs of each learner. Learning is fun, interactive and meaningful. Learning is a social process that happens best in a dynamic and effective community. "[T]o understand is to discover, or reconstruct by rediscovery, and such conditions must be complied with if in the future individuals are to be formed who are capable of production and creativity and not simply repetition." (Piaget, *To Understand is to Invent*, 1973.) The needs of individual learners are recognized and met.
- **Relevant, Meaningful Instruction:** We constantly work to ensure that our students understand the "real world" connection of their learning in the context of their own experience, and develop critical skills and motivation to succeed. We seek to engage children's natural curiosities, integrate subjects in practical and meaningful ways, and help students define their own inquiries. (Freire, *Pedagogy of the Oppressed*, 1970.) If what students "know and believe is not engaged, learners may fail to grasp the new concepts and information that are taught, or they may learn for purposes of a test but not be able to apply them elsewhere, reverting to their preconceptions outside the classroom. This means that teachers must understand what students are thinking and how to connect with their prior knowledge if they are to ensure real learning." (Darling-Hammond, 2008.) Teachers offer students autonomy to self-select reading, writing and other learning (with guidance, e.g., leveled readers where students select any book in their level), and simultaneously demand students take responsibility for their own learning and their community via self-reflection and self-assessment.
- **Backward Planning:** Our instruction starts first with an understanding of the essential skills, goals and objectives we are trying to achieve, based on the CCSS, and going backwards to devise the lessons and assessments that achieve and measure success. Teachers "begin with the question: What would we accept as evidence that students have attained the desired understandings and proficiencies – *before* proceeding to plan teaching and learning experiences." (Wiggins & McTighe, *Understanding by Design*, 1998.) Students know the criteria and can judge their own work.
- **Character Development:** A fundamental core of our operations, we emphasize our young students' psycho-social development and sense of "belonging"; including an emphasis on compassionate communication as we help our students develop critical communication and

character skills. Schools should “promote the growth of students as healthy, competent, moral people . . . [including] the discourse of responsibility, interdependent sociality, community, and commitment . . . the topics that arise in common human experience.” (Noddings, 2005.)

- **Multiple Intelligences/Balanced Instruction:** We believe that when children are given the opportunity to express their skills, talents and intelligence across a variety of contexts in a balanced approach to learning, they are able to realize more success and develop more confidence, thereby enhancing their ability to succeed across different realms. “It is of the utmost importance that we recognize and nurture all of the varied human intelligences and all of the combinations of intelligences. We are all so different largely because we have different combinations of intelligences. . . . If we can mobilize the spectrum of human abilities, not only will people feel better about themselves and more competent; it is even possible that they will also feel more engaged and better able to join the rest of the world community in working for the broader good.” (Gardner, *Multiple Intelligences: New Horizons*, 2006.)
- **Developing and Supporting Teachers:** A comprehensive professional development program, meaningful teacher evaluations that incorporate numerous reflection points, and a distributive leadership structure are designed to ensure that each member of our faculty is continuously supported and mentored in continuously developing his/her teaching practice. Teachers meet frequently to review individual, sub-group, whole class and whole school student achievement data to inform their teaching and ensure that they are meeting the specific needs of individual students. We ensure our teachers have ample time and resources to engage in professional development to expand their own teaching and learn “best practices,” plan collaboratively with their peers within and across grade levels, and to continuously learn themselves as they seek to ensure that each and every student they serve is excelling.

V. AMPS Will ENABLE STUDENTS TO BECOME SELF-MOTIVATED, COMPETENT AND LIFELONG LEARNERS

Our program has been carefully designed to develop students to be self-motivated and competent, who view *themselves* as life-long learners:

- **Self-motivated learners:** Research has found that three elements are needed for students to be self-motivated: autonomy, mastery, and a sense of purpose. (Pink, 2010.) Through our student-centered differentiated, hands-on instruction, (autonomy) students come to understand that they can achieve and they can experience the rewards and confidence that come with achievement (mastery). As students develop confidence in their own abilities they approach learning enthusiastically, for their own benefit and the benefit of others (purpose), fostering an authentic *self-motivation* to learn.
- **Competent learners:** Through “backwards design” and a relentless focus on student achievement data, teachers ensure that learning objectives are met by students. Students are continuously asked to reflect on their own learning, helping them gain understanding of the way they learn best. Students who can effectively express how they learn best can ‘own’ their education and be successful and enthusiastic life-long learners.
- **Life-long Learners:** Beyond mastering specific skills and facts, students learn *how* to learn. As students actively participate in their own learning, they see the relevance and applications of their education to their daily lives. Thus, well beyond the mastery of specific skills and knowledge, students develop a lifelong ability to continue to learn.

Students at AMPS develop a solid foundation that will serve them well in secondary school, college and beyond.

VI. THE REQUIREMENTS OF CALIFORNIA EDUCATION CODE § 47605(B)(5)(A)(ii)

Student academic and personal progress is of the highest priority at AMPS. We recognize the importance of ensuring all students, including all student subgroups, unduplicated students, and students with exceptional needs, are learning and demonstrating growth and progress throughout their schooling. One way we ensure this is by complying with the eight State Priorities as outlined in Education Code 52060. AMPS pursues a detailed set of schoolwide and subgroup outcome goals, based on the state priorities detailed in California Education Code § 52060(d). Student performance and achievement of school-wide, subgroup and individual student progress is measured by multiple and varied summative and formative assessments that are aligned to state and federal standards (including the new Common Core) and reflect proficiency measures required by the new California Assessment of Student Performance and Progress (CAASPP)/SMARTER Balanced Assessments, as well as state priorities detailed in California Education Code § 52060(d).

Element B contains additional details about AMPS's annual goals and methods of assessment for all pupils, pursuant to California Education Code § 52052. On an annual basis, we engage stakeholders in preparing a Local Control and Accountability Plan, that sets goals for each of the eight state priorities identified in California Education Code § 52060(d), including specific annual actions the school takes to achieve each of the identified annual goals and fiscal allocations to support these actions.

AMPS has identified goals for each of the areas contained in the state's eight priorities for education. Below is a list of those goals and the actions that we will take to achieve them. For those goals related to pupil outcomes, assessment methods and outcome measures are described in Element B and C.

Pupil Outcomes Performance Goals	Assessments Used	Frequency	Goal/Expected Outcome	Progress Targets
State Priority #1: AMPS will ensure all core classroom teachers hold a valid CA Teaching Credential as defined by the CA Commission on Teaching Credentialing and appropriate EL authorization.	Employee folders	Annually	100% of teachers are properly certified and assigned (Interns will be properly permitted)	100% of teachers, all years
State Priority #1: All students, including all significant subgroups, will have access to standards-aligned (including Common Core) materials and additional materials as outlined in charter petition.	Inventory List; classroom observation	Annually	100% of students have access to standards-aligned materials and technology	100% of students, all years
State Priority #1: The school facilities will be clean and maintained in good repair.	Daily spot checks and Site Inspection List	Daily, Annually	Clean and maintained facilities	≥ 90% of items in compliance or good

				standing, all years
State Priority #2: Fully implement AMPS model of instruction, with emphasis on differentiated instruction, multiple intelligences, intensive intervention/support and leadership/21 st century skills development in a CA Common Core State Standards (CCSS)-aligned curriculum.	Lesson plans and curriculum pacing; state standardized tests (grades 3- 86)	Weekly and quarterly review; annual CAASPP	100% implementation of Math and ELA Common Core in all grade levels and classrooms	100% implementation of Math and ELA common core all years, Next Gen Science Standards implementation as released
State Priority #3: Provide multiple opportunities for parent/guardian involvement in school life and ease of home-school communication; and ensure parent/guardian involvement in decision-making.	Sign-in sheets; Parent surveys	Ongoing events with annual review; Annual surveys	Parents will attend at least one school event and indicate satisfaction with the school's program	-- Y1 ≥ 85% of parents will attend at least one school event and ≥ 85% parent satisfaction -- Y2+ goals will be reset annually with overall goal of ≥ 90% attendance and ≥ 90% parent satisfaction
State Priority #4: All students, including all significant subgroups, will meet/exceed state and federal targets for growth on the CAASPP and EL reclassification rates.	CAASPPs (grades 3- 86) NWEA MAPs benchmark assessments EL reclassification rates student folders	Annually Three times annually Annually	Meet participation rate goals; annual achievement and growth will meet or exceed comparable surrounding schools; EL reclassification will meet/exceed comparable schools.	-- CAASPP participation rate ≥ 95% -- 2017-18 baseline: percentage of students who Meet/Exceed standards on CAASPP ≥ comparable surrounding schools -- Annual federal/state growth measure: meet/exceed annual growth target

				-- EL reclassification rate will meet/exceed comparable surrounding schools -- SpEd students will demonstrate appropriate progress toward stated goals in their IEPs each year
State Priority #5: Maintain a high ADA rate, low chronic absenteeism rate and low dropout rates.	Attendance records, student folders	Daily, Annually	Establish benchmarks in Y1 with growth rates (schoolwide and subgroup) set annually	-- ADA will be at least 95% with specific targets set annually -- Chronic absenteeism <2.5%; specific school wide and subgroup target set annually -- Dropout rate goal of <.5% with specific schoolwide and subgroup targets set annually
State Priority #6: Maintain suspension and expulsion rates lower than similar surrounding schools and achieve student satisfaction regarding safety and school connectedness	Suspension/expulsion rates Student surveys	Annually Annually	Benchmark rates established Y1; specific schoolwide and subgroup growth targets set annually	Y1 goal of <.5 suspension/expulsion; 85% student satisfaction on surveys regarding safety and school connectedness

State Priority #7: All students, including student subgroups, will have access to academic and educational enrichment programs as outlined in school charter	Master bell schedules and class assignments.	Annually	100% of students have access to enrichment programs	100% of student access all years
State Priority #8: All students will engage in comprehensive leadership education through <i>The Leader in Me</i> as detailed in the charter petition.	School-designed rubrics for each grade level.	Ongoing, tied to curriculum pacing and grade level goals.	100% of students will develop critical leadership skills and attributes	100% of students will demonstrate mastery and annual growth on school-designed rubrics.

VII. AMPS'S FRAMEWORK FOR INSTRUCTIONAL DESIGN IS ALIGNED WITH OUR TARGET POPULATION

We believe that all children can meet and exceed state standards when they are given high expectations and an individualized, supportive environment in which to excel. Throughout the state, charter schools such as KIPP, High Tech High network in San Diego, Envision Schools in the Bay Area and more locally, Edison Bethune, have shown that typically under-performing students can reach rigorous academic benchmarks when high expectations are set and quality teachers present an engaging curriculum.

A. TEACHING METHODOLOGIES

First and foremost, we believe strongly in supporting and coaching teachers to be the best they can be. Simply put, the best curriculum and instructional methodologies are meaningless without effective teachers to implement our program. Our program is grounded in the following key principles gleaned by the acclaimed researcher Linda Darling-Hammond through extensive research on effective teaching:

- Effective teachers create ambitious and meaningful tasks that reflect how knowledge is used in the field.
- Effective teachers engage students in active learning, so that they apply and test what they know.
- Effective teachers draw connections to students' prior knowledge and experiences.
- Effective teachers diagnose student understanding in order to scaffold the learning process step by step.
- Effective teachers assess student learning continuously and adapt teaching to student needs.
- Effective teachers provide clear standards and constant feedback.
- Effective teachers encourage strategic and meta-cognitive thinking so that students learn to evaluate and guide their own learning. (Darling-Hammond, 2008.)

As teachers implement their lesson plans, they continuously assess their own efficacy and impact with individual students in the classroom utilizing specific data and analysis of sub-groups. Our instructional program is driven by student data gathered by the teachers themselves in order to make informed decisions about assessment, curriculum, pedagogy, and student services. Teachers continuously look at

student work and questions in order to inform, structure and refine their instructional practice.

Just as we set goals for our students each year, so too teachers have personal goals for their own teaching practice. Curriculum and teacher effectiveness are assessed based on data analysis of multiple measures. This allows teachers to design short and long term academic goals with specific classes and/or students, implement learning strategies designed to increase student achievement, and make refinements to their own teaching. Academic goals and strategies are discussed and implemented with the Site Director during regularly scheduled, collaborative Instructional Meetings.

All instruction starts first with the California Common Core State Standards (CCSS), including the Next Generation Science Standards, and the frameworks for instructional design, all of which drive the creation of lesson plans and the assessment of both student and teacher achievement. Teachers collaboratively plan units of study using the 'backward design' guidelines described in Understanding by Design (Wiggins & McTighe, 1998). There are three steps to this process:

1. *Identify desired results:* Beginning with the CA State Standards, teachers determine a three-tiered hierarchical set of learning expectations:

- Enduring understandings: How will students internalize the standards such that they are linked to an authentically meaningful big picture understanding of the material?
- Information and skills worthy of familiarity: What prior knowledge do my students need to make meaning of this new information?
- Important knowledge and skills: What foundational knowledge and skills do students need to master this material?

As teachers select and prioritize these learning expectations, they are guided by thinking about the extent to which the idea, topic or process: (1) represents a 'big idea' having enduring value beyond the classroom; (2) resides at the heart of the discipline, and is tied directly to standards and standardized testing; (3) requires "uncoverage" to the extent that parts of these concepts are difficult for students to understand; and (4) offers potential for engaging students.

2. *Aligning Assessments to the Desired Results:* Teachers shape their standards-based instruction into larger projects and thematic units, and assess mastery in an explicit way. Teachers assess throughout the unit of study using a variety of assessment methods including both formative and summative assessments. Methods include online assessments, quizzes or tests aligned with the style students encounter on standardized-assessments as well as more comprehensive or authentic checks for understanding such as informal checks, student observation, 1:1 conferencing, performance tasks and projects. Teachers match an appropriate assessment method to each standard and establish and articulate clear criteria for reaching proficient performance.

3. *Differentiating Instruction to Meet the Needs of All Learners:* Teachers work together to determine the most effective teaching methods and select the appropriate materials and resources to achieve their goals with all of their students. Teachers design innovative instructional strategies by differentiating the content, process, and products delivered to students in order to provide equal access for all learners (including English Learners and students with special needs). Teachers write effective standards-aligned lesson plans and utilize a repertoire of research-based instructional strategies to increase student achievement.

The following describes in more detail the methodologies we employ to ensure our students will

master the content standards:

- (1) Constructivist/Hands-On Learning
- (2) Multiple Intelligences/Balanced Instruction
- (3) Blended/Targeted Learning through Data Analysis
- (4) *Leader in Me* Leadership Education

1. CONSTRUCTIVIST/HANDS-ON LEARNING

Students in a constructivist model are given the means to explore, solve problems, reflect on situations and demonstrate their knowledge individually and in groups, allowing learners to “construct” their own meaning. Through group learning, students have the opportunity to interact with and learn from other students on more complex tasks than they could engage in alone, providing immediate feedback, encouraging them to explore their own and other students’ ideas, and helping develop communication and interpersonal skills.

Constructivism calls for the learning experience to be differentiated, beginning with each learner’s level of understanding and guiding students in building upon prior knowledge in a hands-on way. In simplest terms, differentiated instruction involves creating multiple paths to learning for diverse learners. (Tomlinson, 1999.) In simplest terms, differentiated instruction involves creating multiple paths to learning for diverse learners. (Tomlinson, 1999.) This differentiated, student-centered approach to instruction enables teachers to focus on the specific needs, skills, challenges and learning styles of each individual student to ensure that each and every student meets our high expectations for standards mastery. Each experience is an opportunity to construct new meaning through discussion, collaboration, and reflection to integrate new concepts. Teachers also scaffold the learning of students and differentiate instruction by breaking down tasks, using modeling, prompting, and coaching to teach strategies for thinking and problem solving to help students become proficient at conducting the relevant inquiry activities (Blumenfeld et al., 1991), leading ultimately to mastery of CCSS content standards.

Teachers also scaffold the learning of students and differentiate instruction by breaking down tasks, using modeling, prompting, and coaching to teach strategies for thinking and problem solving to help students become proficient at conducting the relevant inquiry activities (Blumenfeld et al., 1991). In these ways, each student’s existing beliefs, theories and perceptions are challenged through conversation, hands-on activities, or experiences. Learners work actively with concrete materials, try out ideas, solve problems, make mistakes and correct them, and have opportunities to stop and reflect on what they have done. The more actively engaged children are in the learning process, the more effectively they will understand and retain concepts and skills that are delineated in the state standards.

A constructivist approach is derived from a number of educational models: situated learning theory, expeditionary learning, experiential learning, project-based learning, and collaborative learning. Numerous independent researchers have documented the success of the constructivist model of education with historically underserved populations, demonstrating increased test scores, and perhaps more importantly, improved self-confidence and whole development excel. (Amaral, 2002; Mester, 2008; Hollins, King, J. and Hayman, 1994; Mathison & Young, 1995; Thornton & McEntee, 1995; McCombs, 1994; O’Neil & Drillings, 1997; Freire, 1995.) Research also shows that students who attend schools that employ constructivist methodologies gain critical thinking skills, deeper understandings,

and learning that lasts (Marlowe and Page, 1998; Sagor & Cox, 2003. *At-Risk Students: Reaching and Teaching Them*; Pransky, 2002. "To meet your students where they are, first you have to find them.")

Carol Tomlinson notes that culture plays an important role in how students learn. Identical learning environments and procedures do not work for all students. Tomlinson further asserts that student motivation increases when they can build on topics of interest, as "modifying instruction to draw on student interests is likely to result in greater student engagement, higher levels of intrinsic motivation, higher student productivity, greater student autonomy, increased achievement, and an improved sense of self-competence." (Tomlinson, 2003.) At AMPS, we embrace the notion that what works for one student and what holds meaning and resonance for one will not work for all, thus teachers are supported in continuously adapting learning to serve student needs, rather than expecting students to adapt to the curriculum.

So what does a constructivist classroom look like? Our teachers are guided by five key elements evident in constructivist classrooms (Brooks and Brooks):

1. *Seek and Value the Student' Point of View.* Teachers start by asking about students' understanding of concepts in order to identify misconceptions, assess understanding relative to the grade level standards for the topic at hand, and to challenge students' thinking. Teachers are also encouraged to adapt lessons and shift strategies to meet student need and interest, and nurture students' natural curiosities to engage students in the learning process.
2. *Challenge Students' Suppositions.* Teachers support or contravene students' suppositions about how the world works as students master subject content. Teachers encourage students' autonomy and initiative to explore, investigate, hypothesize, correct, adjust, reflect, and assess all while taking responsibility for their own learning.
3. *Pose Complex Problems That Are Relevant and Encompass Skills and Concepts in the Standards.* Relevance, meaning, and interest are not automatically embedded within subject areas or topics. While one topic is boring to some, it is fascinating to others. Relevance emerges from the learner. Acknowledging the central role of the learner, teachers structure classroom experiences that both honor the initial curiosities and passions of students, and foster the creation of personal meaning among all students as they learn the designated facts and skills.
4. *Build units of study around "big ideas" and interrelated concepts across curricular areas.* Learning is not about memorizing isolated facts or skills necessary to pass tests, but rather, mastering facts and skills so that this learning can be applied to new and different contexts and gain understanding of how the parts relate to the wholes. Teachers ask open-ended, thoughtful questions, encourage students to ask questions throughout their own learning, seek elaboration of initial ideas to encourage deeper thinking, and challenge students to connect their learning.
5. *Assess student mastery in the context of daily instruction.* School time is not spent in segregated activities of learning and assessing, but rather, assessment is embedded throughout the learning as students engage with one another and their teacher, ask questions and go deeper into their learning, and reflect on their own learning through writing, projects and other presentations.

2. MULTIPLE INTELLIGENCES/BALANCED INSTRUCTION

We embrace a “whole child” approach, drawing from acclaimed theories of human development such as Howard Gardner’s Multiple Intelligence Theory, to ensure that students have ample opportunity to develop all areas of their talents and interests, beyond the four core academic subjects. As Gardner has explained, rather than measuring intelligence as one finite figure or concept, “human cognitive competence is better described in terms of a set of abilities, talents, or mental skills, . . . *intelligences*. All normal individuals possess each of these skills to some extent; individuals differ in the degree of skill and in the nature of their combination. . . . [I]ntelligences always work in concert, and any sophisticated adult role will involve a melding of several of them.” (Gardner, *Multiple Intelligences: New Horizons*, 2006.) Specifically, Gardner has identified eight broad areas of intelligence, some of which align clearly with the four core academic subject areas, while others cross subjects and realms:

Linguistic intelligence involves sensitivity to spoken and written language, including the ability to use language to accomplish certain goals; to listen perceptively and read critically; to learn languages; to express oneself persuasively or poetically.

Logical-mathematical intelligence is most often associated with scientific and mathematical thinking: the ability to detect patterns, reason deductively and think logically, conceptually, and abstractly; the interest in experimentation, puzzles, investigations and cosmic questions.

Musical intelligence involves the capacity to distinguish the whole realm of sound, and in particular, to discern, appreciate and apply the various aspects of music (pitch, rhythm, timbre, mood) both separately and holistically.

Bodily-kinesthetic intelligence involves the ability to use one’s body in highly differentiated and skilled ways, for both goal-oriented and expressive purposes; the capacity to exercise fine and gross motor control of one’s body.

Spatial intelligence involves the ability to accurately perceive the visual world and to re-create, manipulate and modify aspects of one’s perceptions, even in the absence of the relevant visual stimuli.

Interpersonal intelligence relates to the ability to work cooperatively and communicate, verbally and non-verbally, with other people; the insight to understand others’ intentions, motivations and desires; and the judgment to recognize the biases underlying sources of information.

Intrapersonal intelligence involves the ability to understand oneself; the motivation and focus to study independently; and the wisdom to reflect. “The first, and most important, ability you can develop in a flat world is the ability to ‘learn how to learn’ – to constantly absorb, and teach yourself. . . .” (Friedman)

Naturalist intelligence (added to Gardner’s theory in 1997) involves the ability to recognize, collect, analyze and classify plants, minerals, animals, flora, fauna and even cultural objects such as cars and sneakers. Those who excel in naturalist intelligence exhibit a greater sensitivity to nature and their place within it, the ability to nurture and grow things, and care for animals.

[Multiple Intelligence] theory is an agent of cognitive equity: it enables a greater diversity of individuals to use their minds well. In turn, the theory is a democratizing tool: it facilitates the development and expression of ideas by those who might otherwise remain largely unheard in their communities or in the wider society. (Kornhaber, *What’s Policy Got to Do With It?*,

[Multiple Intelligences Around the World](#), 2009.)

At AMPS, the philosophy that every student can learn permeates our academic and behavioral instruction. This philosophy works best when paired with opportunities for students to express their learning in different ways, working from a strengths-based perspective. Our faculty all receive training on Multiple Intelligence theory and ways to leverage students' strengths throughout instruction and multiple measures in assessment. Making space for multiple intelligences is another way our organization uses to make an environment where kids can connect to the standards and demonstrate mastery.

3. BLENDED LEARNING

A critical tool in our effort to personalize learning for each student is the use of blended learning. Students use an ever-growing body of online curriculum to practice skills and engage in fun, game-like learning that adapts continuously to their individual needs. Students utilize both free websites such as MobyMax, BrainPop, Achieve 3000, Khan Academy, PBS Kids.org, BrainGenie, Buzzmath, iXL, eScience, Lexia Core5, CK-12, Mangahigh, PhET simulations and more to engage in interactive, personalized learning.

Through this interactive software, learning is easily differentiated as students can choose from different activities based on their preferences, and then as they engage in the curriculum, the system gives them instant feedback (e.g., praise for correct answers, or encouragement to try again) as they master the content. In many programs, the technology adjusts to meet student needs so that students who are ready to proceed rapidly through content get increasingly levels of difficulty automatically, while those who need more time on a specific task do not advance as rapidly.

Blended learning offers a number of advantages:

- *Differentiated learning technology:* Students who are behind grade level can build the core skills they need, while those that are on grade level or above can push ahead. Teachers can lead small-group instruction based on where each student is in relation to grade level expectations.
- *Real-time data:* As students use these programs, data is automatically generated for teachers to see which skills students have mastered, and which require more instruction. These reports are tied directly to state content standards so that summative data shows student mastery of specific standards as well as diagnostic data about areas in need of further development. Teachers and school leaders can easily generate individual, sub-group, grade level and school wide achievement data in an efficient way, so that lessons, professional development of faculty and more can all be tailored directly to student needs. This allows teachers to more effectively make immediate adjustments during a lesson or in preparation for a lesson to meet students' needs.
- *Student Engagement and Small Group Instruction:* Today's tech-savvy students become engaged and want to participate in their learning when curriculum is provided via highly interactive, engaging games and other online experiences. Because the programs meet students at their levels, students are much less likely to be lost or bored and more likely to feel a sense of accomplishment as they progress through programs. Leveraging technology effectively can also help a teachers group students by levels and having some students work on the technology while others are working directly with the teacher in a smaller group.

- *Support for English Learners:* Several programs have proven to be particularly effective for English Learners, utilizing visual cues to scaffold language development as student engage in math, for example. Achieve 3000, a literacy program, has customized supports for English Learners built into the software.
- *Tech Skills Development:* CAASPP online assessments require that students be comfortable with technology; 21st century jobs inevitably require tech proficiency. Starting in Transitional Kindergarten, students have regular access to technology and be able to master the practical technology usage and application skills that are imperative in today's world. Students learn specific tech skills and engage in research and creation of presentations with technology. Programs such as freetypinggame.net, lessonplanet.com, and research sites such as yahooligans.com, bensguide.gpo.gov, lawforkids.org and dozens more will be used to enrich student learning.

While the field of online learning is rapidly developing, the following are some of the core programs we use:

Curriculum	Subject	Description
MobyMax	ALL	Moby's adaptive curriculum creates a unique, individualized education plan for each student, allowing gifted students to progress as quickly as they like while simultaneously ensuring that remedial students get the extra instruction they need. It provides an excellent opportunity for differentiation in the classroom.
Achieve 3000	Language Arts	Provides individualized instruction in expository reading comprehension, vocabulary and writing based on research from the respected literacy expert, Carol Tomlinson. As a student's lexile level increases, the text adjusts to increase the challenge for that student. The program highlights and defines key vocabulary for understanding the text, and asks the student to respond to questions in writing. Achieve 3000 has been particularly effective with English Learners and other high-need populations.
BrainPop and BrainPop Jr.	ALL	Helps introduce new topics and illustrate complex concepts in math, reading, writing, science, and social studies through animated videos.
Eureka Math	Math	CCSS aligned curriculum written after the implementation of the new standards, with both professional development and curriculum based videos available for providing support to teachers and students.
IXL	Math	Unlimited practice problems specifically tailored for and aligned to common core standards. Also displays proficiency scores in standards so you can keep track of what students are gaining competence in specifically. Explains when students get an answer wrong but does not teach concepts. Best used in combination with another tool.
Lexia Core5	All	Lexia Reading Core5 supports educators in providing differentiated literacy instruction for students of all abilities in grades pre-K–5. Lexia's research-proven program provides explicit, systematic, personalized learning in the six areas of reading instruction, targeting skill gaps as they emerge, and providing teachers with the data and student-specific resources they need for individual or small-group instruction.

Smarty Ants	TK-2 ELA	The path to college and career literacy begins with Smarty Ants®, an effective, research-driven solution that differentiates instruction in foundational reading skills and accelerates student achievement – all in an engaging, interactive, online learning environment. Adaptive content system that continually measures student progress and adjusts instruction accordingly. Robust learning scaffolds (including Spanish-language audio) and embedded assessments in every lesson. Real-time data reports, point-of-use videos, and on-demand instructional resources for educators. Anytime, anywhere access at school or at home for 24/7 learning and even greater literacy gains
Summit Basecamp Personalized Learning Platform (5th-8th)	Math(5th) All core subjects (6-8th)	Summit Basecamp is a (free to public schools) program that helps public schools bring personalized learning into their classrooms. Students are active, engaged participants in their education and drive their own success. Lessons are meaningful because content is applied to authentic, real-life situations. Students connect their daily decisions, actions and behaviors to their long-term goals.

In addition to these online curriculum resources, AMPS uses Edmodo, an online communication and collaboration system that enables teachers, parents and students to collaborate and exchange information (e.g., students can ask questions about homework assignments that their peers or teachers can answer, in real time; teachers can post information about assignments and upcoming tests and projects; parents can see students' grades; and much more.)

AMPS has a 1:1 computer ratio for all students in grades 1-2 and a 1:2 computer ratio for grades TK-K. Future grades will have a minimum of 1:2 ratio. Our mobile computer carts ensure each student has frequent exposure to computer learning. We provide students with safe and secure internet access for learning. Our faculty have extensive training in implementing and using on-line curriculum and assessment tools (see *Professional Development*, below).

4. THE LEADER IN ME LEADERSHIP EDUCATION PROGRAM

Character development is the keystone to our school program. As noted in the Introduction, Aspen Valley Preparatory Academy Charter School was named a "2015 California School of Character" – *the only school to be recognized in California* -- by character.org (formerly known as Character Education Partnership), a national educational organization devoted to defining and encouraging effective practices and approaches to quality character education. Numerous studies have documented the impact students' social-emotional state – embodied in the character traits we emphasize -- has on learning and academic outcomes, ranging from a student's fundamental need to feel safe in an orderly school environment, to fostering motivation and self-awareness in the learning process. (Blum & Libby, 2004; Hamre & Pianta, 2006; Hawkins, Smith, & Catalano, 2004; Jennings & Greenberg 2009; cited in Durlak, et al., 2011, Marzano, 2003). Students who set high academic goals, have self-discipline, motivate themselves, manage stress, and organize their approach to work learn more and get better grades (Duckworth & Seligman, 2005; Elliot & Dweck, 2005; cited in Durlak et al., 2011). Finally, students who use problem-solving skills to overcome obstacles and make responsible decisions about studying and completing homework do better academically (Zins & Elias, 2006; cited in Durlak et al., 2011).

<http://www.edutopia.org/sel-research-learning-outcomes#definition>

AMPS's recognition from character.org is based on their definition of *11 Principles of Effective Character Education*:

ELEVEN PRINCIPLES OF CHARACTER EDUCATION

Effective character education:

- PRINCIPLE 1 Promotes core values.
- PRINCIPLE 2 Defines “character” to include thinking, feeling, and doing.
- PRINCIPLE 3 Uses a comprehensive approach.
- PRINCIPLE 4 Creates a caring community.
- PRINCIPLE 5 Provides students with opportunities for moral action.
- PRINCIPLE 6 Offers a meaningful and challenging academic curriculum.
- PRINCIPLE 7 Fosters students’ self-motivation.
- PRINCIPLE 8 Engages staff as a learning community.
- PRINCIPLE 9 Fosters shared leadership.
- PRINCIPLE 10 Engages families and community members as partners.
- PRINCIPLE 11 Assesses the culture and climate of the school.

“In schools of character, adults embrace their critical role as models. Teachers work together as professionals—and with parents and community members as partners—to positively shape the social, emotional, and character development of the young people entrusted to them each day. Students in these schools feel safe, respected, and connected to those around them, allowing them to thrive academically and socially and be motivated to give back to their communities.

*Bullying is rare
Cheating and discipline problems decline
Test scores, grades, and homework completion go up
Attendance and graduation rates are high
Dropout rates are low
Achievement gaps are narrowed
Teacher retention and satisfaction are high
Parent satisfaction and engagement rates are high
Student engagement and involvement is high.”*

(character.org)

AMPS’s teachers these values through Franklin Covey’s *7 Habits of Happy Kids (The Leader in Me)* with the embedded character traits of:

- Trustworthiness
- Empathy
- Respect

- Responsibility
- Fairness
- Caring
- Citizenship
- Honesty
- Courage
- Diligence
- Integrity

Our goal is to see each student develop the essential qualities valuable and common to our society and to use those qualities to impact positively his or her personal life and community. Our core values are reflected in the statement “Leaders who are respectful, empathetic and inspiring.” We emphasize with our students that “Character is doing the right thing whether anyone is looking or not.”

Character traits are taught through *The 7 Habits of Happy Kids* by Stephen Covey:

THE 7 HABITS OF HAPPY KIDS

Habit 1 — Be Proactive

You're in Charge

I am a responsible person. I take initiative. I choose my actions, attitudes, and moods. I do not blame others for my wrong actions. I do the right thing without being asked, even when no one is looking.

Habit 2 — Begin with the End in Mind

Have a Plan

I plan ahead and set goals. I do things that have meaning and make a difference. I am an important part of my classroom and contribute to my school's mission and vision. I look for ways to be a good citizen.

Habit 3 — Put First Things First

Work First, Then Play

I spend my time on things that are most important. This means I say no to things I know I should not do. I set priorities, make a schedule, and follow my plan. I am disciplined and organized.

Habit 4 — Think Win-Win

Everyone Can Win

I balance courage for getting what I want with consideration for what others want. I make deposits in others' Emotional Bank Accounts. When conflicts arise, I look for third alternatives.

Habit 5 — Seek First to Understand, Then to Be Understood

Listen Before You Talk

I listen to other people's ideas and feelings. I try to see things from their viewpoints. I listen to others without interrupting. I am confident in voicing my ideas. I look people in the eyes when talking.

Habit 6 — Synergize

Together Is Better

I value other people's strengths and learn from them. I get along well with others, even people who are different than me. I work well in groups. I seek out other people's ideas to solve problems because I know that by teaming with others we can create better solutions than anyone of us can alone. I am humble.

Habit 7 — Sharpen The Saw

Balance Feels Best

I take care of my body by eating right, exercising and getting sleep. I spend time with family and friends. I learn in lots of ways and lots of places, not just at school. I find meaningful ways to help others.

(Covey, *The 7 Habits of Happy Kids*, 2011.)

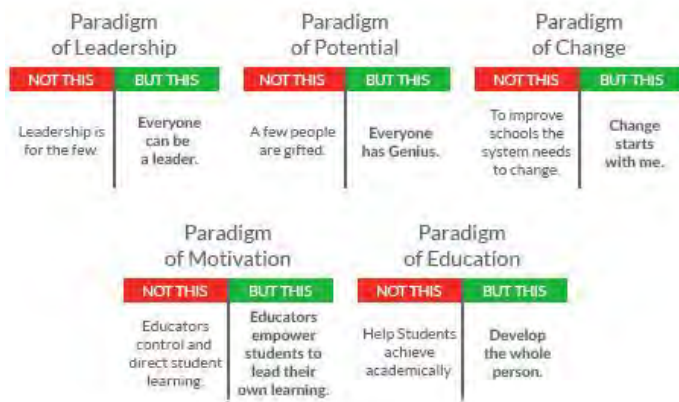
Components of our Leadership Development Program

Our leadership development program is embedded throughout school life, with all stakeholders – students, teachers, administrators, staff, Board members, parents and community members all involved. The main goal is to shift away from the typical ‘sage on the stage’ model of teacher and staff led school, to a ‘guide on the side’ model.

As we work to “develop exceptional leaders,” we mean that all of our students have experiences and recognize qualities of leadership. When commonly recognized and admired leaders – in any realm – as asked how they got to where they are, they inevitably refer to past experience, practice, failure, and reflection. We support our students in having hands-on experience through their academic work to try new things, to explore, investigate, and engage with the content. This helps them develop intrinsic motivation to learn and to grow. We relinquish control and our faculty become the “guide on the side” as students explore the standards-based content in a deeper way. We also relinquish control over some aspects of the day in order to ensure students have opportunities to practice tangible leadership skills, like collaborative decision-making, public speaking, organizing activities and more. For example, students help to lead assemblies, including preparation, design and public speaking, and are invited to design ‘action teams’ to address areas of school life (academic, environment, social) that can be improved through their efforts. Through these hands-on activities – in the classroom, in schoolwide activities and events – we also give our students the opportunity to fail. We help our students understand that failure is a significant part of learning and growth – and has led to some of the world’s most important discoveries – and that persistence and reflection can ensure “failure” leads to success. Allowing environments for learning where failure is part of exploration, and learning is reflective, makes it safe to take risks in order to grow.

As students continue to drive the direction for our school, we anticipate they will leave our environment not only ready to learn, but ready to transform their community.

As illustrated in the following graphic from *The Leader in Me*, five “core paradigms” encompass the program. “Instead of seeing children through the lens of a normal distribution curve—some kids are naturally smart and others are not—*The Leader in Me* paradigm sees that every child is capable, every child is a leader. This paradigm changes everything.” (theleaderinme.org)



The following are some of the ways in which we implement the program across the school:

Classroom Respect Agreements: As a preventative part of the school wide discipline policy, teachers and students work together at the beginning of each school year to develop a Respect Agreement. These agreements are posted in the classroom and serve as a visual reminder that each member of the classroom community serves as a vital part. The idea that “Trust grows when agreements are made and kept” helps encourage students to keep their agreement to respect themselves and others.

Daily Meet and Greet: Teachers meet every student at the door with a handshake, fistbump, etc. and a greeting with eye contact. First 15-30 minutes is reserved for a leadership time with emphasis on the 7 Habits and their application. The morning gathering in each classroom is designed to intentionally teach and develop leadership skills, with opportunities that allow students choice and ownership of program goals, and opportunities for reflection (class journaling) that focus on leadership development.

Leadership time: Every morning, the first thirty minutes of the day is devoted to leadership time. During this time the students learn the 7 habits and other character lessons through the Leader in Me curriculum, Sanford Harmony curriculum, and/or WiseSkills.

Monthly Schoolwide "Habit" Focus: students survey all 7 Habits in *The Leader in Me* in the first 7 weeks of school in grade-appropriate ways; each Habit is then taught more in-depth in subsequent months.

Quarterly Celebration Assembly: Students lead quarterly character assemblies that accentuate the current habit. Parents/guardians and friends are invited to take part in these gatherings. The assemblies are one way in which students can practice leadership skills.

Service-learning projects: Student-directed opportunities for service to both our internal community at school, and our surrounding community.

Leadership Skills: Students are given opportunities to demonstrate and practice leadership skills in diverse ways, as classroom leaders (e.g., messenger, homework collector, line leader, health monitor, supplies director, etc), as speakers at assemblies, as environmental details on campus to reflect our

Leader in Me work (murals, mosaics, plants, etc.), every student has a role. Regular journaling on leadership encourages student reflection. Student report cards include specific leadership traits, and students set goals for their own leadership development, with their parents and teachers.

WiseSkills Character Curriculum: tools to support intentional teaching of personal character development.

Sanford Harmony: The goal of Harmony is to incorporate specialized teaching strategies into classroom activities—from preschool through sixth grade—in an effort to reduce bullying, and help develop the youth of today into tolerant, compassionate, and caring adults for the future. Harmony can be easily incorporated into lesson plans in as little as five minutes a day, and is aligned with Common Core state standard, national, and district learning initiatives.

Discipline That Restores: The Discipline That Restores (DTR) model is the foundation of our discipline policy, with skills explicitly taught and specific strategies used to manage conflict and unwanted behaviors. DTR focuses on:

- Restorative conflict resolution: positive skills taught to students that lead to relationship restoration
- Logical Response Consequences: opportunities to connect mistakes to learning that will prevent repetition of the same mistakes, often determined by student who earned consequence
- Peacemaking Process: intentional process, with varying levels of mediation, for students to make peace and make things right after a conflict occurs
- Peer mediation: training for students using curriculum to equip students to lead other students through a process of conflict resolution with positive resolution
- Respect agreements among teachers, students, school and other staff: these are agreements collaboratively created by each group that address respect to others and the environment
- Cooperative conflict resolution.

Throughout the program, all adults are expected to model the core values consistently. In addition to attending assemblies where leadership qualities are emphasized, parents are invited to a monthly breakfast with the Executive Director to discuss the leadership program and other school issues. All stakeholders in the school are asked to volunteer for leadership roles – our *Lighthouse Team* includes representatives from admin, office staff, one teacher from each grade level, student reps and parents to guide leadership development school wide. The *Student Lighthouse Team* is a student advisory team to guide leadership action teams formation and to advise the Lighthouse Team. These students will generate ideas about leading the school (planning events, designing murals, initiating service projects, etc.) and recruit other students onto action teams to set the plans in motion.

B. CURRICULUM

Teachers implement an academically challenging and integrated curriculum, incorporating California standards, including the new Common Core State Standards and Next Gen Science Standards. Purchased curricular materials are used as a basis upon which teachers build. (See *Section C: Textbooks and Other Instructional Resources*, below for further details.)

AMPS's core curriculum is aligned to the California Common Core State Standards (CCSS) and Frameworks for Instructional Design. Teachers align all lesson plans to CCSS (including methods for

differentiating instruction for ELs and students with special needs), introduce the standard during the lesson (on whiteboard or Mimio/interactive whiteboard), ask students to say the standard, and then repeat the standard learned in their own words during the lesson conclusion.

Listed below is each core subject, the educational goals and current instructional materials.

1. ENGLISH LANGUAGE ARTS AND ENGLISH LANGUAGE DEVELOPMENT

The elements of the ELA program are aligned to the four strands of the *California Common Core Standards in English Language Arts* as well as the *California English Language Arts/English Language Development Framework*³: Reading, Writing, Listening and Speaking. These are each detailed here, followed by a synopsis of our primary ELA curriculum sources.

a. Reading

The reading instruction program educates students to be highly capable readers with the ability to apply their comprehension and analytical skills in becoming fully functioning citizens in our democracy. We believe high levels of comprehension in all genres builds the foundation for academic success. We provide students with English Language Arts instruction that results in the ability to read, write, and communicate with competence and confidence in English across a range of personal and academic contexts. We take a balanced approach that some reading material should be at independent reading levels, some more difficult for particularly interesting topics, and, finally, some challenging text (stretch text) for instruction which needs to be scaffolded.

With *Wit & Wisdom*, every text a student touches is authentic and of the highest quality. Students use these texts at every turn — to learn, and eventually master, essential reading, writing, speaking, listening, grammar, and vocabulary. Instead of basals, students read books they love, to build knowledge of important topics and master literacy skills. All students read and communicate about grade-level texts, with suggestions for support included at key moments in lessons. *Wit & Wisdom* is composed of four modules per grade level. Each artfully explores a specific topic to develop depth of understanding and inspire curiosity. At the core of each module is a selection of literary works, informational texts, and visual art. Modules are made up of 30 lessons which are covered in 6-8 weeks of study. All modules integrate reading, writing, speaking, listening and language instruction.

In all grade levels, students read closely to determine what the text says explicitly and to make logical inferences from it, and cite specific textual evidence when writing or speaking to support conclusions drawn from the text. Students also determine central ideas or themes of a text and analyze their development and summarize the key supporting details and ideas. Furthermore, analyze how and why individuals, events, and ideas develop and interact over the course of a text.

Students develop understanding in the craft and structure of all types of texts, interpreting words and phrases as they are used, including determining technical, connotative, and figurative meanings, and analyze how specific word choices shape meaning or tone. Students in grades TK-~~8-6~~ analyze the structure of texts, including how specific sentences, paragraphs, and larger portions of the text (e.g., a section, chapter, scene, or stanza) relate to each other and the whole. They also assess how point of view or purpose shapes the content and style of a text.

³ <http://www.cde.ca.gov/rl/cf/elaeldfrmwrksbeadopted.asp>

As students integrate knowledge and ideas they read, they evaluate content presented in diverse formats and media, including visually and quantitatively, as well as in words. They also delineate and evaluate the argument and specific claims in a text, including the validity of the reasoning as well as the relevance and sufficiency of the evidence. As students progress in their range of reading and level of text complexity, they analyze how two or more texts address similar themes or topics in order to build knowledge or to compare the approaches the authors take.

Students learn to understand complex text and ideas as well as reason, analyze, persuade, and problem solve. Students encounter a significant representation of the best classic and contemporary literature including novels, biographies, essays and plays.

Beginning in kindergarten, students listen to stories and informational text and begin learning research strategies, completing reports based on multiple sources to demonstrate their comprehension. As students advance in reading levels, they both listen to and read a variety of texts, and learn to use reading comprehension strategies (predicting, connecting, questioning, monitoring, clarifying, summarizing, inferring and visualizing) in concert to analyze, evaluate, and interpret what they read. Reading strategies are posted on classroom walls for teacher reference during reading instruction to help students with metacognition (the ability to understand the thinking process). Teachers use strategies such as think-alouds, wherein they use reading strategies, model them aloud, and then have students practice them during read-alouds, shared reading, guided reading, reciprocal reading and independent reading. Guided reading groups use books organized by reading levels to facilitate targeted instruction based on the needs of the individual students. Read alouds are frequently connected to integrated curriculum units as they are taught in the classroom. Teachers use a diversity of print and digital sources so that students integrate and evaluate content, visually and quantitatively, as well as in words.

English Learners and students who are struggling are provided access to reading materials through use of leveled libraries with high-interest books at all levels, reading conferences with teachers, one-on-one reading tutoring; and partner reading. Since students develop more quickly as fluent readers and writers if they have had numerous opportunities to listen to fluent readers, students listen to fluent readers frequently through shared reading, read-alouds, books on tape, and listening centers.

~~In the future, grades 6 to 8, will continue to use quality literature-based comprehension instruction in language arts, and we will adopt Summit Basecamp for middle-sixth grades curriculum (Currently used at Aspen Valley Prep's 6th grade and Aspen Ridge for 7-12). Summit Basecamp, an online learning platform that is responsive to individual student's needs, provides a personalized learning approach that encourages students to drive their own education by determining for themselves how they learn best, setting goals and developing habits of success. Summit Basecamp facilitates teachers customization of instruction to meet students' individual needs and interests, while still allowing students to self-direct. Receiving the "gold stamp" from SCALE at Stanford University, this project-based curriculum is teacher-created, standards-aligned, and customizable. It includes nearly 200 deeper learning projects and over 700 "Playlists" (libraries of learning content) and assessments. Through Summit Basecamp as well as texts in prints, teachers select grade-appropriate core literature that exhibits the depth and complexity demanded by the CA CCSS. In seventh and eighth grade, students use the skills developed in the previous grades to understand more sophisticated literature and content area information. Students identify idioms, analogies, metaphors, and similes and continue to use multiple strategies to clarify word meanings. Students focus on comprehension of various informational materials using the strategies~~

Formatted: Superscript

~~developed previously in addition to skills in identifying author's bias or perspective. Students begin to analyze literature by determining purpose by genre, comparing and contrasting themes and points of view, and analyze more sophisticated elements of characterization.~~

Teachers will use quality literature from the California state list of recommended literature for TK-6~~8~~. We will use books that reflect the ongoing interdisciplinary study of the classroom. Informational texts including primary documents, historical fiction, science texts, newspaper and magazine articles, plays and more are used throughout the ELA, History/Social Science, Science and Math curriculum.

b. Writing

Writing instruction is rooted in a constructivist approach. Students select topics that are close to their hearts and write for real audiences, not just their classroom teacher. Teachers work together in grade-level teams to develop standards-based units centered on deep, essential questions, which culminate in writing projects. As children write, they use their letter-sound knowledge, develop knowledge they have read about, and practice the art of writing that they have analyzed in models that they have read. Children who write become more fluent in reading. Grammar and spelling are taught throughout the writing process and supplemented by direct instruction of standards-based skills at each grade level as appropriate.

Our structured daily writing program is directly aligned to the new Common Core emphasis on writing. The chief component of the writing program in grades TK-6 will be the acclaimed Writer's Workshop, based on the Lucy Calkins'/Teachers College Writer's Workshop model. Writer's Workshop is based on the constructivist principle that learning to write is as much about the process as the product, and thus emphasizes how to enjoy writing at the same time as reaching the goal of becoming competent writers.

Examples of Increasing Levels of Depth and Complexity within Text Types & Purposes Standard 2: Write informative/explanatory texts:

Grade	Complexity
TK/K	Use a combination of drawing, dictating, and writing to name what they are writing about and supply some information about the topic.
1 st	Name a topic, supply some facts about the topic, and provide some sense of closure.
2 nd	Introduce a topic, use facts and definitions to develop points, and provide a concluding statement or section.
3 rd	Examine a topic and convey ideas and information clearly. a. Introduce a topic and group related information together; include illustrations when useful to aiding comprehension. b. Develop the topic with facts, definitions, and details. c. Use linking words and phrases (e.g., also, another, and, more, but) to connect ideas within categories of information. d. Provide a concluding statement or section.
4 th	Examine a topic and convey ideas and information clearly. a. Introduce a topic clearly and group related information in paragraphs and sections; include formatting (e.g., headings), illustrations, and multimedia when useful to aiding comprehension.

	<p>b. Develop the topic with facts, definitions, concrete details, quotations, or other information and examples related to the topic.</p> <p>c. Link ideas within categories of information using words and phrases (e.g., another, for example, also because).</p> <p>d. Use precise language and domain specific vocabulary to inform about or explain the topic.</p> <p>e. Provide a concluding statement or section related to the information or explanation presented.</p>
5 th	<p>Examine a topic and convey ideas and information clearly.</p> <p>a. Introduce a topic clearly, provide a general observation and focus, and group related information logically; include formatting (e.g., headings), illustrations, and multimedia when useful to aiding comprehension.</p> <p>b. Develop the topic with facts, definitions, concrete details, quotations, or other information and examples related to the topic.</p> <p>c. Link ideas within and across categories of information using words, phrases, and clauses (e.g., in contrast, especially).</p> <p>d. Use precise language and domain specific vocabulary to inform about or explain the topic.</p> <p>e. Provide a concluding statement or section related to the information or explanation presented.</p>
6 th	<p>Examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content.</p> <p>a. Introduce a topic or thesis statement; organize ideas, concepts, and information, using strategies such as definition, classification, comparison/ contrast, and cause/ effect; include formatting (e.g., headings), graphics (e.g., charts, tables), and multimedia when useful to aiding comprehension.</p> <p>b. Develop the topic with relevant facts, definitions, concrete details, quotations, or other information and examples.</p> <p>c. Use appropriate transitions to clarify the relationships among ideas and concepts.</p> <p>d. Use precise language and domain-specific vocabulary to inform about or explain the topic.</p> <p>e. Establish and maintain a formal style.</p> <p>f. Provide a concluding statement or section that follows from the information or explanation presented.</p>
7th	<p>Examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content.</p> <p>a. Introduce a topic or thesis statement clearly, previewing what is to follow; organize ideas, concepts, and information, using strategies such as definition, classification, comparison/ contrast, and cause/ effect; include formatting (e.g., headings), graphics (e.g., charts, tables), and multimedia when useful to aiding comprehension.</p> <p>b. Develop the topic with relevant facts, definitions, concrete details, quotations, or other information and examples.</p> <p>c. Use appropriate transitions to create cohesion and clarify the relationships among ideas and concepts.</p> <p>d. Use precise language and domain-specific vocabulary to inform about or explain the topic.</p> <p>e. Establish and maintain a formal style.</p>

	f. Provide a concluding statement or section that follows from and supports the information or explanation presented.
8 th	<p>Include career development documents (e.g., simple business letters and job applications), to examine a topic and convey complex ideas, concepts, and information through the selection, organization, and analysis of relevant content.</p> <p>a. Introduce a topic or thesis statement clearly, previewing what is to follow; organize ideas, concepts, and information into broader categories; include formatting (e.g., headings), graphics (e.g., charts, tables), and multimedia when useful to aiding comprehension.</p> <p>b. Develop the topic with relevant, well-chosen facts, definitions, concrete details, quotations, or other information and examples.</p> <p>c. Use appropriate and varied transitions to create cohesion and clarify the relationships among ideas and concepts.</p> <p>d. Use precise language and domain-specific vocabulary to inform about or explain the topic.</p> <p>e. Establish and maintain a formal style.</p> <p>f. Provide a concluding statement or section that follows from and supports the information or explanation presented.</p>

In grades 6–8 Summit Basecamp online curricula, students conduct short as well as more sustained research projects based on focused questions, demonstrating understanding of the subject under investigation. They also gather relevant information from multiple print and digital sources, assess the credibility and accuracy of each source, and integrate the information while avoiding plagiarism. Finally, students draw evidence from literary or informational texts to support analysis, reflection, and research.

c. Listening and Speaking

Based on the ELA and ELD standards for listening, students are taught that active, effective listening is a habit to develop and the foundation of effective communication. Students are taught how to focus their attention, avoid distractions, use body position to signal their interest, express appreciation and appropriately pose questions. Some of the ways in which active listening skills are practiced include: following oral directions, answering questions after read-aloud, critiquing shared pieces in Writer's Workshop, writing dictated sentences and repeating rhythms through movement and clapping.

Listening and speaking skills are both directly taught and embedded into all activities and academic subjects. This is largely based on the Responsive Classroom approach to teaching. Across grades TK–86, students prepare for and participate effectively in a range of conversations and collaborations with diverse partners, building on others' ideas and expressing their own clearly and persuasively. They integrate and evaluate information presented in diverse media and formats, including visually, quantitatively, and orally, and evaluate a speaker's point of view, reasoning, and use of evidence and rhetoric.

Students, at varying levels of depth and complexity depending on grade level, also present information, findings, and supporting evidence such that listeners can follow the line of reasoning and the organization, development, and style are appropriate to task, purpose, and audience. Students strategically use digital media and visual displays of data to express information and enhance understanding of presentations. Students also adapt their speech to a variety of contexts and communicative tasks, demonstrating command of formal English when indicated or appropriate.

d. ELA Curriculum Materials

Fountas & Pinnell Literacy Phonics (TK-Grade 3)

Fountas & Pinnell Phonics Lessons in grades TK-3 provide scientific information about the complex, intricate relationships between letters and sounds and the ways in which they work to support developing readers. Each student book is a complete Phonics and Word Study Curriculum for each of the primary grades. With 100 Mini-lessons for each of the grade levels, teachers use the month-by-month planning guide, the assessment checklists, and the lesson selection map to choose the lessons that align with students' needs and the Word Study Continuum. The Continuum encompasses nine scientific categories of learning:

- Early Literacy Concepts
- High-Frequency Words
- Phonological and Phonemic Awareness
- Spelling Patterns
- Letter Knowledge
- Word Structure
- Letter/Sound Relationships
- Word-Solving Actions
- Word Meaning

Wit & Wisdom

Wit & Wisdom is composed of four modules per grade level. Each artfully explores a specific topic to develop depth of understanding and inspire curiosity. At the core of each module is a selection of literary works, informational texts, and visual art. Modules are made up of 30 lessons which are covered in 6-8 weeks of study. All modules integrate reading, writing, speaking, listening and language instruction.

Students are practicing reading, writing, speaking, listening, and language based in text. All strands of the standards are integrated throughout each module with:

Instructional Routines that empower students to tackle complex texts with increasing independence within and across grades.

Text-Dependent Questions to guide students to a deep understanding and establish a basis for the use of evidence in oral and written communication.

- Explicit Writing Instruction to empower students to write essays, narratives, arguments, and informational pieces.
- Text-Based Vocabulary that provides the basis for morphology and word work.
- Formative Assessments that inform teachers and students on progress towards knowledge and skill mastery.

Common Core Curriculum- 6th-8th grades

This resource was created by teachers, for teachers. This book presents a comprehensive, coherent sequence of thematic units for teaching the skills outlined in the CCSS for English language arts in Grades 6-8. Each grade is broken down into six units that include focus standards, suggested works, sample activities and assessments, lesson plans, etc. Teachers can use the maps to plan the year and craft more detailed lesson plans. Many of the texts are taught through leveled Guided Reading groups.

Moby Max

This is an online curriculum that includes six English Language Arts sections: Reading Stories, Reading Literature, Reading Informational, Grammar Language, Vocabulary, and Writing. Students complete lessons as assigned by the teacher and/or as a result of individual placement tests. Students also have the option to complete worksheets when necessary.

e. English Language Development

AMPS's English Learner (EL) population includes students who predominantly come from Spanish-speaking families, but also those who speak a variety of other home languages including Punjabi, Vietnamese, and Mazateco. Our ELD program implements both the California ELD Standards and the new *English Language Arts/English Language Development Framework for California Public Schools* (ELA/ELD Framework). Our ELD goals are directly aligned with the goals detailed in the ELD Standards and Framework to "ensure that ELs are fully supported as they:

- Read, analyze, interpret, and create a variety of literary and informational text types;
- Develop an understanding of how language is a complex, dynamic, and social resource for making meaning;
- Develop an understanding of how content is organized in different text types across disciplines using text organization and structure, language features, and vocabulary depending on purpose and audience;
- Become aware that different languages and varieties of English exist;
- Recognize their home languages and cultures as resources to value in their own right and to draw upon in order to build proficiency in English;
- Contribute actively to class and group discussions by asking questions, responding appropriately, and providing useful feedback;
- Demonstrate knowledge of content through oral presentations, writing, collaborative conversations, and multimedia; and
- Develop proficiency in shifting registers based on task, purpose, audience, and text type" (ELA/ELD Framework p. 9-10).

EL students, like their English-fluent counterparts, are expected to gain progress in each of the ELA strands -- Listening, Speaking, Reading, and Writing. We monitor EL progress through formal and informal assessments including grades, standardized test scores, and ongoing communications with classroom teachers and the student's parents/guardians. (See Section X.A., below, for more details about support/ELD instruction, assessment, reclassification and monitoring of ELs.)

2. MATHEMATICS

Learning objectives and outcomes are aligned to the rigorous CA CCSS mathematics standards. Teachers use the *Mathematics Frameworks for California Public Schools* for planning and guidance. The goal of the math curriculum is to make students fluent with numbers, to build mathematical reasoning skills, to develop a strong math vocabulary and to apply algebraic concepts to problem solving. In light of state mandates regarding Algebra instruction, mathematics instruction has the ultimate goal of enabling preparing all students to successfully complete Algebra I by the end of eighth grade.

Following direct instruction in new skills, teachers present hands-on activities while also allowing time in and out of class for substantial practice of grade level computational skills. Using blended learning via Achieve 3000, Lexia Learning, Moby Max, khanacademy and other online curriculum, teachers are able

to differentiate instruction several times weekly, focusing on the needs of struggling students and those ready to move beyond the grade level curriculum.

AMPS's math program utilizes *Eureka Math*, adopted in 2015-16 based on teacher feedback. Eureka Math connects math to the real world while helping students achieve true understanding lesson by lesson and year after year. The team of teachers and mathematicians who wrote Eureka Math took great care to present mathematics in a logical progression from PK through Grade 12. This coherent approach is designed to ensure teachers know what incoming students already have learned and that students are prepared for what comes next, helping to dramatically reduce gaps in student learning, instill persistence in problem solving, and prepare students to understand advanced math.

In grades 5-8, we are now using Summit Basecamp's online curricula to enable more authentic personalization and ensure student mastery of critical mathematical concepts and processes that form the foundation for advanced learning throughout secondary school.

3. SCIENCE

Our science program focuses on students using the scientific process to engage in solving real life scientific problems. Teachers use the California Content Standards in Science to create their units of study (as California's Next Generation Science Standards are implemented, these are incorporated into the curriculum). AMPS's science goal is to foster in students a love of scientific inquiry and language acquisition by supporting the foundations of science: science as exploration and experimentation, and the scientific method as a way of developing and expanding human knowledge through natural, hands-on or student-led experiences. The science curriculum is supported by project based learning and service learning science projects. With access to a variety of California field trip opportunities, students explore scientific concepts through first-hand experiences in the areas of biology, ecology, and physical science.

AMPS's science program focuses on:

- Mastery of CCSS/Next Generation Science Standards
- Emphasize science as a process of formulating and answering questions about the physical world around them, and encourage students to pursue answers to their own scientific queries
- Promote student appreciation of the natural world and develop skills of hypothesis forming, identification, experimentation, evaluation, documentation and presentation
- Create and lead meaningful scientific experiments for students to make real-life connections and applications

The four strands within TK-5 standards include Earth Science, Life Science, Physical Science, and Investigation and Experimentation. The focus in sixth grade is earth science, ~~life science in the seventh grade, and physical science in the eighth grade~~. Drawing on the curriculum resources, teachers plan in depth integrated units of study in which students use the scientific method to enact, observe and record experiments based on their hypothesis. Unit themes are based on inquiries such as "Why do some things change and some things stay the same?" or ~~"How and why do human beings and animals find or create shelters?"~~ Teachers promote skills in questioning; developing and using models; planning and carrying out investigations; collecting, analyzing, and interpreting data; constructing explanations; designing solutions; engaging in argument from evidence; and synthesizing and communicating

information. Students learn to be logical in making assumptions, accurate when collecting data, insightful when drawing conclusions, and unbiased when supporting statements with reliable scientific evidence. By the end of grade ~~eight~~six, students will ~~be on their way to becoming~~become independent scientific researchers with strong expository reading and writing skills who are able to implement student-created scientific experiments.

AMPS uses the following science instructional materials:

- FOSS Kits for grades TK-5
- Teacher and student created lab experiments to support scientific concepts in curriculum
- Teacher use of technology through web-lessons and animations using student computers
- Teacher generated materials
- Scholastic Science News
- Basecamp for grades ~~6-8~~

4. HISTORY/SOCIAL SCIENCE

AMPS believes students better understand their own unique place in history by making concrete connections and applications to the people, places and events of the historical past and present. With the classroom being the center of a democratic community implementing character excellence, students participate as local, national and global citizens and are encouraged to ask questions and make decisions that will influence the future. Additionally, as students learn geography, they identify the cultural, economic and agricultural impact of California regions and other areas of the world. By making historical and geographical connections, students develop an understanding and appreciation of global happenings and their societal effect.

AMPS's history-social science curriculum focuses on:

- Mastery of California State Content Standards and Common Core Standards
- Emphasize using scientific query to ask and answer questions about events that shaped history, and encouraging students to pursue answers to current historical events and outcomes
- Participate as a local, national and global citizens
- Make connections between past and present people, places and events in history
- Identify geographical, historical, and environmental components of California history and geography

Broad social studies themes and content cover topics of family life, cultures, community, the environment, the study of California, geography, economics, United States and world history with connections to mathematics, science, visual art, music, dance, and drama. Learning activities engage students in reading rich literature as well as original source documents across all content areas. Online curriculum such as MobyMax and Brain Pop are used as a guided source of research and information. Students experience daily opportunities to develop listening, speaking, research, and writing skills across the content areas and to develop proficiency in the use of the arts as tools for learning, creative thinking, and problem solving as well as assessment. At all grade levels, the curriculum is enhanced whenever possible with multimedia resources, hands-on experience (e.g. artifacts from cultures studied) and field trips. While covering the social science standards, teachers focus on reinforcing and employing reading comprehension, writing, and listening speaking standards through social science content. For

example, students apply reading comprehension and vocabulary strategies to their social studies text and complete assessments in which they demonstrate social studies content knowledge along with writing and speaking standards.

AMPS uses the following history-social science instructional materials:

- The Leader in Me Curriculum for grades TK-~~86~~
- Summit Base Camp (Summit Learning) 5-~~86~~
- Teacher generated materials with integrated social studies informational text resources
- California Vistas (McGraw Hill) K-4

Additional primary and secondary resources are chosen by faculty in order to support student investigations into multiple perspectives on historical events and concepts. Teachers provide students with access to primary and secondary historical sources, maps, charts, and timelines from which to draw information about the historical time periods and cultures studied. In teaching social science, teachers use a variety of graphic organizers, charts, and visual aids to support students' developing analytic skills and to assist English language learners.

5. TECHNOLOGY

As noted throughout this petition, blended learning and technology-based curriculum and assessments are integrated throughout the program. All students have access to classroom computers, at a ratio of a minimum of 2:1 ratio. In later years, upper elementary students and middle grade students are expected to utilize technology within core subject assignments such as internet research, word processing, slide and PowerPoint presentations, graphic design and video production. They manage their work via an online learning management system, or in grades 5-~~86~~, Summit Basecamp.

6. HEALTH AND WELLNESS

At capacity, we have a full-time credentialed PE instructor as part of our commitment to the health and welfare of our students. Physical education classes and organized sports ensure opportunities for teamwork, leadership and physical and character growth. AMPS is a member of Fresno PAL which allows students from small schools to participate in community-based sports.

AMPS is committed to educating students and their families in the importance of daily physical activity and making healthy food choices. As part of the school's belief that students should have access to nourishing, fresh food, Revolution Foods provides meals and snacks to ensure high quality, unprocessed options on a daily basis.

7. VISUAL/PERFORMING ARTS

Classroom teachers integrate visual/performing arts into the core curriculum and leadership education program to create powerful learning experiences for students. Music and drama are offered via rotating enrichment classes. We offer band and choir for upper grade students. A full-time visual art teacher collaborates with classroom teachers to support arts integration throughout core learning. Students in TK-4 have one hour of dedicated art instruction weekly; students in grades 5-~~86~~ get two hours weekly.

Students in all classes are encouraged to perform in monthly assemblies and special talent shows.

8. SERVICE LEARNING

Students participate in grade level appropriate service learning throughout the academic school year. The service learning component of the curriculum is designed to show students how their learning and actions can make a purposeful contribution to their community. Service learning projects are integrated into the core curriculum and linked to the state content standards. Examples of past and current service learning include making and donating blankets to homeless shelters, canned food drives, animal shelter fundraisers, researching and contributing to the Fresno Historical Society, and gift-giving for children whose family members are incarcerated.

C. TEXTBOOKS AND OTHER INSTRUCTIONAL RESOURCES

As detailed herein, a subject-specific, commercially-produced curricular program that is standards-aligned provides the foundation of the educational program. Purchased curricular materials are used as the basis upon which teachers build, utilizing the “Backward Design” methodology for lesson planning. As also detailed throughout this petition, we believe that lesson plans need to be revised constantly to accommodate new assessment information, and lessons need to be customized to suit the learning needs of individual students.

As noted above, we use the following instructional materials:

ELA	Wit & Wisdom, Fountas & Pinnell Literacy Phonics, Heinemann Comprehension Toolkit, Moby Max, Summit Basecamp
Math	Eureka Math, Summit Basecamp
Science	FOSS Kits, Summit Basecamp
History/Social Science	California Vistas (Macmillan/McGraw Hill); Discovering our Past (Glencoe/McGraw Hill), Summit Basecamp
Arts	Teacher designed as an outcome of art and core teacher collaborations, based on CCSS units of study in core classes
ELD	ELD instruction is integrated into general instruction by using SDAIE strategies as well as intervention to address need for scaffolding in any one of the domains: Listening, Speaking, Reading or Writing.

Grade level teachers meet and inform the Site Director about areas of need and recommended books and materials for the following year. The curricular purchases are made by the administration and purchased well enough in advance to ensure timely implementation. Most importantly, all curricular materials have a proven record with our targeted student population and have been developed through sound, research-based methods that utilize the latest information on teaching, learning and brain functions. Curricular materials are analyzed in perspective of the whole educational program and in relation to lessons and assessments that would follow from curricular programs.

TRANSITIONAL KINDERGARTEN

California law (EC §48000) defines transitional kindergarten as “the first year of a two-year kindergarten program that uses a modified kindergarten curriculum that is age and developmentally appropriate.” The TK curriculum includes the California Preschool Learning Foundations (Foundations) developed by

the California Department of Education, Senate Bill (SB) 858 (Chapter 32, Statutes of 2014). Teachers assigned to a TK classroom have been issued at least one credential by the Commission on Teacher Credentialing (CTC), and shall, by August 1, 2020, have one of the following:

- At least 24 units in early childhood education, or childhood development, or both; or
- As determined by the LEA employing the teacher, professional experience in a classroom setting with preschool age children that is comparable to the 24 units of education described above; or
- A child development permit issued by the CTC.

Aspen Meadow's TK/K blended program utilizes teacher created and Principal-supported instructional materials aligned to the California Preschool Learning Foundations developed by the California Department of Education. In these combined TK and Kindergarten classrooms, teachers are able to identify their TK students and offer a developmentally appropriate program to meet their needs. TK ensures that children have developed the foundations to successful learning when they begin Kindergarten.

VIII. TEACHER CAPACITY: RECRUITMENT AND PROFESSIONAL DEVELOPMENT

A. TEACHER RECRUITMENT

Our highly qualified faculty is recruited through various communication channels, including local newspapers, education networking websites (CCSA, EdJoin, etc.), the school website, career fairs, local universities and word of mouth referrals. We engage in a thorough review of the qualifications of candidates that apply for employment at the school. The Site Director, with support from the Academic Director and Executive Director, reviews resumes, letters of recommendation, statements of teaching philosophies, and portfolios to determine which candidates will be interviewed for positions. The Executive Director, Academic Director and Site Director bear primary responsibility for all teacher hiring; in the case of any disagreement, the Executive Director is the final decision maker. Teachers and students are asked to participate in interviewing candidates. Candidates for teaching positions are interviewed, and in most cases asked to teach a lesson to a classroom of students and return for a second round of interviews. In some cases, the Site Director may observe candidates teaching a lesson in their current positions. Following interviews, we contact references, review letters of recommendation, and notify each person of their status once a decision is made. Candidates who are offered employment receive a written offer of employment. In addition, we verify the teaching credentials of candidates with the California Commission on Teacher Credentialing, ensuring that each teacher possesses credential subject authorization that meets state and NCLB/ESSA requirements to teach the subject that he/she is being hired to teach. The Charter School shall ensure that teachers in the Charter School hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools are required to hold. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. Teachers employed by charter schools during the 2019–20 school year shall have until July 1, 2025, to obtain the certificate required for the teacher's certificated assignment. [Ref. California Education Code Section 47605(l) and 47605.4(a)] Before any teacher is permitted to work, all appropriate background, health (e.g., TB testing) and other requirements must be met.

AMPS makes every effort to recruit teachers who are committed to the vision and mission of the school. Job postings for teachers clearly state the education philosophy and teaching pedagogy that are supported by the school so that teachers who are ultimately selected for employment possess the desire, capacity and dedication to work successfully at the school. To attract and retain outstanding teachers, AMPS provides: competitive salaries; a challenging, rewarding and professional work environment; support and collaboration from colleagues and administration; and, the opportunity to participate in innovation, creativity and research within a model school program.

Due to the profound impact that teachers have on students, only the most effective teachers are retained at the school. Performance measures are used to evaluate teacher effectiveness, to recognize superior performance, to provide targeted assistance in instances when performance is less than satisfactory, to determine the appropriateness of pay incentives, and to make informed decisions regarding continued employment at the school.

B. PROFESSIONAL DEVELOPMENT

Professional development and coaching is a critical aspect of operations. AMPS supports teachers through a high-quality Professional Learning Committee (PLC), where internal expertise is continuously shared with other teachers regarding curriculum, instruction, assessment, and behavior management as well as open-ended discussions about how the school might best promote student success. The PLC model fosters collaboration to continually improve learning, develop shared values and norms, and ensure greater accountability for results. Through PLCs, instructional staff analyze student achievement data, conduct reflective inquiry, actively seek and cooperatively implement solutions, and evaluate learning outcomes. PLCs are a regular and ongoing function of staff meetings. The Site Director trains staff in how to conduct and participate effectively in PLCs.

AMPS instructional staff meet weekly on Fridays with school leaders, including joint-PD sessions with Aspen faculty and the Academic Director and Executive Director. Each teacher has at least one bi-weekly Instructional Meeting with the Site Director to discuss individual students, overall classroom strategies and teacher performance, and provide targeted coaching. Teachers engage in collaborative planning and professional development for three weeks full days prior to the first day of, and nine full days of professional development (PD) throughout the school year. Two weeks of teacher PD and collaborative planning time occur each summer.

PD is led by our staff, most commonly the Site Director, Academic Director and Executive Director, but also by teachers who develop specific expertise or attend off-site trainings and then in turn train their peers. Outside consultants are also retained to lead teacher PD as needed. PD topics include:

- Common Core State Standards and specific curriculum/pacing guides
- Understanding by Design
- Differentiating learning, Constructivism and Project-Based Learning, incorporating blended learning and small group instruction, strategies and planning
- *The Leader in Me* curriculum and strategies
- Classroom management strategies and the school's discipline policy (including procedures and legal mandates for suspension and expulsion)
- Formative and summative assessments, including state standardized tests

- RTI Model, Role of the SST, identification of students with special needs, the IEP process, modifications for students with disabilities, available resources (e.g., counseling) for students and families in need
- Strategies for English learners including SDAIE and GLAD
- Collecting, analyzing and using student achievement data to drive classroom instruction
- Health and Safety policies and procedures including emergency protocols, mandated reporter, bloodborne pathogens and first aid/CPR training
- School administrative policies and procedures (attendance reporting, student discipline, etc)
- Ensuring effective parent communication
- Teacher evaluations, classroom observations, and professional learning community expectations.

Staff work with school leaders to develop curriculum and assessments, review student achievement data (with a focus on subgroup performance), and discuss individual students. Monthly Critical Friends Group Protocols are utilized in which the teachers come together as a professional learning community to examine student work, lesson or unit plans and give each other supportive and critical feedback. Through ongoing classroom observations, grade level teacher meetings, facilitated discussions around best practices, PLC meetings, analyzing data, and academic planning), teachers continuously collaborate to meet individual, subgroup, grade level and whole school student needs. Teachers also can attend off-site training as approved by the Site Director.

IX. INSTRUCTIONAL MINUTES

The annual calendar includes a minimum of 175 days of regular instruction. (See Appendix D for the draft 2017-18 Academic Calendar.) Given that a significant number of the students enrolled are English Learners, have limited school readiness, and/or come from homes of poverty where books and other resources are scarce, the slightly extended regular school day provides a tremendous benefit to our students. As a result of having an extended instructional day, students in all grades receive instructional minutes that substantially exceed the minimum number required for traditional and charter public schools according to California Education Code § 47612.5.

The difference between the minimum number of instructional minutes required by the state and the instructional minutes at AMPS is represented in the following chart:

Grade	CA Required Minutes	AMPS Instructional Minutes	Difference
TK	Not required		
Kindergarten	36,000 annually	56,415 annually	+20,415
Grades 1-3	50,400 annually	59,040 annually	+8640 x 3 years = 25,920
Grades 4-8	54,000 annually	59,040 annually	+5040 x 5 years = 25,200
Total Difference K-8 (over 9-12 year period)			71,535-61,455 additional minutes

In other words, students who attend AMPS from kindergarten through grade **86** will add approximately **71,53561,455 instructional minutes** above and beyond the minutes required by the state -- **more than 1.0425 years of instruction** to their elementary/middle school years beyond the state's requirements.

In all grades, prompt and consistent attendance at school is emphasized. One of The 7 Habits is Be Proactive, indicating that being at school, ready to learn is a personal victory on which all other Habits builds upon. All students are expected to show a commitment to punctuality and responsibility for assignments. AMPS currently maintains a 95% attendance rate. Daily attendance is tracked using the Illuminate Student Information System. The Office Manager/Student Services personnel is responsible for monitoring student attendance; unexcused absences, excessive tardies and/or early dismissals may require a parent meeting with the Site Director and a plan for attendance.

A. SAMPLE DAILY BELL SCHEDULES

Aspen Meadow Public School TK students attend school Monday-Friday from 8:00 am to 11:30 am. K-**6** students attend school from 8:00-3:15 pm Monday to Thursday, and Friday from 8:00-1:00 pm. AMPS offers a comprehensive after-school program each day until 6:00 p.m., with both homework assistance and enrichment classes in visual/performing arts, sports, science and more.

The following are sample schedules for each grade band, including instructional minutes for each:

TK Instructional Schedule									
	Monday		Tuesday		Wednesday		Thursday		Friday
8:00-8:15	Writing Practice/ Look at Books/ Take Attendance	15	Writing Practice/ Look at Books/ Take Attendance	15	Writing Practice/ Look at Books/ Take Attendance	15	Writing Practice/ Look at Books/ Take Attendance	15	Writing Practice/ Look at Books/ Take Attendance
8:15-8:30	Leader-7 Habits & Character	15	Leader-7 Habits & Character	15	Leader-7 Habits & Character	15	Leader-7 Habits & Character	15	Leader-7 Habits & Character
8:30-8:50	Flag Salute / Songs / Calendar Routines	20	Flag Salute / Songs / Calendar Routines	20	Flag Salute / Songs / Calendar Routines	20	Flag Salute / Songs / Calendar Routines	20	Flag Salute / Songs / Calendar Routines
8:50-9:00	Zoophonics/ Storybots Videos on Youtube	10	Zoophonics/ Storybots Videos on Youtube	10	Zoophonics/ Storybots Videos on Youtube	10	Zoophonics/ Storybots Videos on Youtube	10	Music
9:00-9:30	Snack/Recess/Restroom								
9:30-10:20	Early Literacy / Reading	50	Early Literacy / Reading	50	Early Literacy / Reading	50	Early Literacy / Reading	50	Early Literacy / Reading
10:20-11:00	Centers / Reading & Writing	50	Centers / Reading & Writing	50	Centers / Reading & Writing	50	Centers / Reading & Writing	50	Centers / Reading & Writing
11:00-11:05	Exercise / Brain Break / Song								
11:05-11:25	Early Numeracy / Math	15	Early Numeracy / Math	15	Early Numeracy / Math	15	Early Numeracy / Math	15	Early Numeracy / Math
11:25-11:30	Clean Up and Dismissal								
		5		5		5		5	
	+ 30 Snack/Recess minutes	215	+ 30 Snack/Recess minutes	215		215	+ 30 Snack/Recess minutes	215	+ 30 Snack/Recess minutes
									215

Sample K-6 Instructional Schedule

	Monday		Tuesday		Wednesday		Thursday		Friday	
8:00-8:30	Leadership Time, Morning Routine	30	Leadership Time, Morning Routine	30	Leadership Time, Morning Routine	30	Leadership Time, Morning Routine	30	Leadership Time, Morning Routine	30
8:30-9:15	Math	60	Math	60	Math	60	Math	60	Math	45
9:15-9:30	Nutrition/Recess								Nutrition/Recess	
9:30-9:45	Phonics / Word of the Day	15	Phonics / Word of the Day	15	Phonics / Word of the Day	15	Phonics / Word of the Day	15	Phonics / Word of the Day	15
9:45-10:00	Writing	15	Writing	15	Writing	15	Writing	15	Writing	15
10:00-11:00	Art	60	P.E.	60	P.E.	60	Drama/Music	60	Writing & Discussion for Learning	60
11:00-12:00	Science/Social Studies	60	Science/Social Studies	60	Science/Social Studies	60	Science/Social Studies	60	Computer Lab Guided Reading/Centers	60
12:00-12:45	Lunch/Recess								Lunch/Recess	
12:45-2:45	Computer Lab Guided Reading/Centers	120	Computer Lab Guided Reading/Centers	120	Computer Lab Guided Reading/Centers	120	Computer Lab Guided Reading/Centers	120	End of Day Wrap Up	15
2:45-3:00	Brain & Body Break		Brain & Body Break		Brain & Body Break		Brain & Body Break		Early Dismissal	
2:00-3:00	Writing & Discussion for Learning	60	Writing & Discussion for Learning	60	Writing & Discussion for Learning	60	Writing & Discussion for Learning	60		
3:00-3:15	End of Day Wrap Up									
	+ 15 Recess and +30 Lunch minutes	405	+ 15 Recess and +30 Lunch minutes	405	+ 15 Recess and +30 Lunch minutes	405	+ 15 Recess and +30 Lunch minutes	405	+ 15 Recess and +30 Lunch minutes	240

Formatted: Centered, Space Before: 6 pt

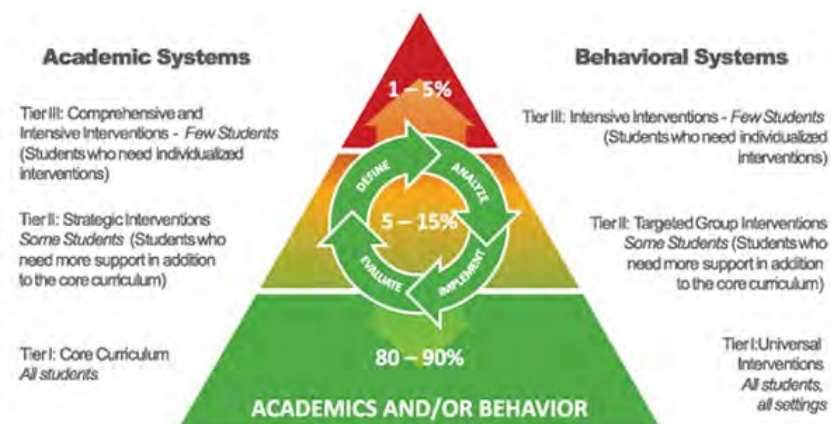
Sample Middle School Schedule

7th	TIME	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
HOMEROOM	8-8:30	LEADERSHIP TIME	LEADERSHIP TIME	LEADERSHIP TIME	LEADERSHIP TIME	LEADERSHIP TIME
A	8:30-9:30	MENTOR MEETING/PLT TIME	MATH 7	MATH 7	MATH 7	PLT TIME
BREAK	9:30-9:45	BREAK	BREAK	BREAK	BREAK	BREAK
B	9:45-10:45	MENTOR MEETING/PLT TIME	ELA 7	ELA 7	ELA 7	Grade Level PE
C	10:45-11:45	MENTOR MEETING/PLT TIME	SCIENCE 7	SCIENCE 7	SCIENCE 7	PLT TIME
LUNCH	11:45-12:15	LEARNING LAB	LEARNING LAB	LEARNING LAB	LEARNING LAB	PLT TIME
D	12:15-1:00	LUNCH	LUNCH	LUNCH	LUNCH	LUNCH
E	1:00-2:00	ELECTIVE/PE/PLT	ELECTIVE/PE/PLT	ELECTIVE/PE/PLT	ELECTIVE/PE/PLT	
F	2:00-3:00	MENTOR MEETING/PLT TIME	HISTORY 7	HISTORY 7	HISTORY 7	
	3:00-3:15	SSR	SSR	SSR	SSR	

X. SPECIAL NEEDS: AMPS ADDRESSES THE NEEDS OF ALL SUB-GROUPS, INCLUDING AT-RISK STUDENTS

Despite the many strengths of the school's programs, methods, and organizational design, additional support is necessary in instances when students are not making satisfactory academic progress or when their behaviors are impeding their own progress or the progress of others AMPS's Response to Intervention (RTI) Model with integrated systems of leveled support are designed to ensure that the school and community are doing everything possible to make students successful at school. The RTI

process is used to provide multi-tiered systems of support for academic and behavioral instruction. The RTI system of support constructs interventions, programs, and services based on student data and student outcomes.



A request for consult with the Intervention Team (including Special Education Resource Specialist, Intervention Specialist, School Psychologist, School Counselor and Nurse) can be made by a teacher, administrator, parent or guardian. The consult is a Tier 1 level of support that leads to recommendations, strategies or actions to be implemented for a six to eight week progress monitoring period. Progress monitoring and data collection are part of the Tier 1 and Tier 2 intervention. This data is shared with the Intervention Team. The student progress and data is then analyzed to determine the level of support based on the student outcomes from the interventions.

The Intervention Team Meeting is coordinated by the Site Director who is responsible for scheduling and overseeing all Intervention Team meetings – including inviting parents/guardians to participate – and monitoring student progress and follow-up. During the Intervention Team meeting, the core team (parent, guardian, school personnel, and student) reviews test scores from current and previous years, reviews data and progress monitoring from interventions and review student's current behavior, academic, attendance, and social progress. The team identifies student strengths and successes, and then discusses concerns. A copy is given to team members, and a record is placed in an Intervention folder in student's cumulative file. During Intervention Team meetings, measures are taken to ensure the process is individualized with appropriate next steps assigned. The six to eight week RTI progress monitoring is the time to identify student strengths/challenges, work to create solutions, and set or revise goals. A follow up meeting may be scheduled if needed to reevaluate goals or consider Special Education testing as part of the RTI process.

A. ENGLISH LEARNERS

AMPS serves a high percentage of students from the community who are designated as EL's and complies with all applicable laws with regard to services and the education of English Learners (ELs). This includes all applicable legal requirements for ELs relative to annual notification to parents, student

identification, placement, program options, ELs and core content instruction, teacher qualifications and training, reclassification to Fluent English Proficient (FEP) status, monitoring and evaluation of program effectiveness and standardized testing requirement. AMPS implements policies to effectuate proper placement, evaluation and communication regarding ELs and the rights of parents/guardians and pupils.

1. IDENTIFICATION OF ENGLISH LEARNERS

AMPS adheres to all applicable state and federal laws and regulations with respect to serving students who are English learners. In order to identify students who are English learners in a timely fashion and to provide appropriate instructional support and services, all parents are required to complete a *Home Language Survey* upon enrollment at the school. Cal. Education Code § 52164.1. Students who indicate that their home language is other than English are assessed using the California English Language Development Test (CELDT) (or the English Language Proficiency for California (ELPAC) assessment scheduled to be implemented in 2018) aligned to the CA ELD Standards if he or she has not previously been identified as an English learner by a California public school or if there is no record of prior CELDT/ELPAC test results. CELDT/ELPAC assessment takes place within 30 days⁴ of the start of the school year or within two weeks after the date of first enrollment at the school, and at least annually thereafter between July 1 and October 31 until a student is re-designated as fluent English proficient.

The English language proficiency of all currently enrolled English learners is assessed in accordance with the test contractor's directions and California Education Code guidelines. Students with disabilities are permitted to take the test with the accommodations listed in the Education Code if they are specified in the student's Individualized Education Program ("IEP") or Section 504 plan. An alternate assessment for English language proficiency is administered to students who are unable to participate in the CELDT/ELPAC, according to the guidelines set forth in the student's IEP. Staff notify parents of the school's responsibility to conduct CELDT/ELPAC testing and inform parents of CELDT/ELPAC assessment results within 30 calendar days following receipt of test results from the test contractor. Parents and guardians are informed of their rights, and they are encouraged to participate in the reclassification process.

2. EDUCATIONAL PROGRAM FOR ENGLISH LANGUAGE ACQUISITION

ELs have daily access to the core curriculum and are taught in an English language program (mainstream) with support from the teacher or Intervention Team as needed. This support may be in the form of in-class help, which will help ELs access the core curriculum, and/or small group instruction developed to meet the specific language needs of ELs. Instructional techniques, assessments, materials and approaches are focused on communicative competence and academic achievement covering listening, speaking, reading and writing skills (aligned with English Language Development Standards and CCSS) in all areas of the curriculum. ELs receive EL and core content instruction appropriate for their English proficiency and grade levels.

AMPS employs CLAD and BCLAD-certified teachers to serve ELs, with aides/tutors providing additional support. Our goal is to ensure quality services that enable ELs to attain English proficiency

⁴ The thirty-day requirement applies to students who are entering a California public school for the first time or for students who have not yet been CELDT/ELPAC tested. All other students who have indicated a home language other than English will continue with annual CELDT/ELPAC testing based upon the date last tested at the prior school of enrollment.

and to have full access to the range of educational opportunities afforded all students. Faculty receive intensive professional development and coaching in working with ELs to meet the CA ELD Standards. The Site Director serves as the EL Coordinator and collaborates with each teacher regarding the specific language needs of our EL students.

Our instructional program is designed to promote language acquisition and proficiency, oral language development and enriched learning opportunities for all ELs in the following ways:

- Students interact through cooperative learning activities
- Students make oral presentations in content areas
- Students collaborate for group performance and reports
- Students are provided with learning opportunities in recreation and performing arts
- Students are provided academic tutoring as needed
- Students receive daily English language development information according to their English language proficiency levels as identified by CELDT/ELPAC testing

In addition to the major program design features that support students who are English learners, teachers employ the following specific strategies in their classrooms: (notably, these strategies are beneficial for all students, not just English Learners)

a. Six Key Strategies for Teachers of English Learners⁵

- 1) Vocabulary and Language Development
 - i) Teachers introduce new concepts by discussing vocabulary words key to that concept.
 - ii) Teachers build on student's background knowledge.
 - iii) Classrooms reflect a language rich environment (i.e. language charts, shared reading and writing experiences, other writing displayed throughout the room and used daily by students).
- 2) Guided Interaction (collaborative learning)
 - i) Teachers structure lessons so students work together to understand what they read—by listening, speaking, reading, and writing collaboratively about the academic concepts in the text.
 - ii) Teachers provide students with opportunities to negotiate meaning from language and text and to work in cooperative pairs or groups to develop problem-solving and social skills.
 - iii) Teachers group students flexibly, at times working in heterogeneous groups and at times not.
- 3) Metacognition and Authentic Assessment
 - i) Rather than having students simply memorize information, teachers model and explicitly teach thinking skills (metacognition) crucial to learning new concepts.
 - ii) Teachers use a variety of activities to check for student understanding, acknowledging that students learning a second language need a variety of ways to demonstrate their understanding of concepts that are not wholly reliant on advanced language skills.
 - iii) Teachers “make thinking public,” the metacognitive aspect of teachers and students modeling how an answer was arrived at, not merely what the correct answer was.

⁵ Adapted from Alliance for Excellent Education. (December 2005). Case study on the New Teacher Center, University of California at Santa Cruz; and Project GLAD (Guided Language Acquisition Design).

- 4) Explicit Instruction
 - i) Teachers utilize direct teaching methods to teach concepts, academic language, reading comprehension strategies, text patterns, vocabulary, writing patterns, and decoding skills needed to complete classroom tasks.
- 5) Meaning-Based Context and Universal Themes
 - i) Teachers incorporate meaningful references from the students' everyday lives and use them as springboards to interest them in academic concepts.
 - ii) Teachers create classroom environments that provide authentic opportunities for use of academic language.
 - iii) Teachers provide students with opportunities to activate and focus prior knowledge via inquiry charts, brainstorming, and clustering.
- 6) Modeling, Graphic Organizers, and Visuals
 - i) Teachers regularly utilize a variety of visual aids, graphic organizers (such as *Thinking Maps*), pictures, diagrams, summaries, and charts to help English learners easily recognize essential information and its relationship to supporting ideas.

b. Sheltered Instruction / Specially Designed Academic Instruction in English ("SDAIE")

Sheltered instruction is also grounded in a pedagogical commitment to meeting the needs of diverse learners, in this case particularly those students who are English learners. AMPS teachers engage in the following practices to support universal access of subject matter content for all students:⁶

- During lesson planning and preparation, teachers identify lesson objectives aligned with state and local standards.
- Teachers link new content to students' background experiences and introduce unfamiliar vocabulary to facilitate comprehension.
- Teachers use controlled vocabulary, sentence structure, visuals, and gestures as necessary and appropriate to make the presentation of content comprehensible.
- Teachers provide students with a variety of strategies for organizing and retaining information associated with effective learning, such as graphic organizers and note taking.
- Teachers provide students with regular opportunities to interact with their peers through collaborative learning activities, such as think/pair/share, partner and group projects.
- Teachers provide students with regular opportunities to use new language skills in context.
- Teachers pace lessons appropriately to allow for the participation and active engagement of all students.
- Teachers utilize language-based as well as content-based assessments.

SDAIE instruction also focuses on strategies for taking students Into, Through, and Beyond the topics covered. For example, SDAIE-enhanced instruction for a sixth grade social science unit on Ancient Greece might proceed as follows:

⁶ Based on the eight broad elements of sheltered instruction described by Echevarria, Vogt, and Short. *Making content comprehensible for English language learners: The SIOP model*. Boston: Allyn and Bacon (2004).

I. Into: Determining what the students know about the topic of study. Possible SDAIE strategies for “Into”:

Anticipatory Guide: Students are given a series of statements that relate to concepts they will be studying in their unit on Ancient Greece. Students indicate AGREE or DISAGREE. After the information has been presented, students check to see if they were correct.

Brainstorming - Students work in small groups. Each group begins with a stimulus such as a word, phrase, picture, or object related to the topic of Ancient Greece. A recorder records all responses to that stimulus and ideas from each group are shared with the class.

II. Through: The teacher enhances direct instruction on the topic by utilizing realia, manipulatives, visuals, graphic organizers, and various modes of interaction between students. In addition to reading the text and listening to information presented by the teacher, students take responsibility for learning by participating in group-work and sharing understanding with others. Possible SDAIE strategies for “Through”:

Graphic Organizers – Students complete a variety of graphic organizers as they read or listen to information on Ancient Greece. Graphic organizers used might include:

Comparison-Contrast Matrix-Students determine similarities and differences between Ancient Greece and the Ancient Egyptian culture previously studied
Flowcharts – Students sequence important events in the development of the Greek culture.
Cause and Effect Chart – Students chart the ways in which geographical features of Ancient Greece shaped Greek culture and economy.

Reciprocal Teaching - Two students work together to read a passage in the social science text. Student A reads one paragraph aloud, then asks Student B one or two good questions based on the reading. Student B answers. Students A and B discuss questions and answers and repeat the process.

Picture This – Following the introduction of several key vocabulary terms related to the unit, a blank paper is divided into eight sections. Students draw pictures or symbols to represent words or major concepts. They then exchange papers with a partner and try to correctly label each other's drawings.

Reading Guide Students work in small groups to read a longer section of the social science textbook. Students first take turns reading the headings of the reading. Then, with their group, students predict what will be discussed in those sections. Students write their answers on a prediction chart. In their groups, students take turns reading the first page aloud, and finish reading the selection in silence. They write "yes" or "no" on the prediction chart to indicate whether or not their predictions were correct. Finally, students write one thinking question (Why..., How..., Compare..., What if...), and exchange papers to answer each other's questions.

III. Beyond: To create further understanding, students go beyond rote memorization and demonstrate real-world application of the learned information. This process requires higher-level critical-thinking skills. Possible SDAIE strategies for “Beyond”:

Roam the Room - In groups, students write down their individual answers to a higher-level question posed by the teacher (e.g. if only one idea or invention from the Greek culture could be passed on to subsequent cultures, what should it be and why?). Students share their answers within their group and the group comes up with and records on chart paper one “best” answer for their group. Groups then walk around to view other groups’ answers.

Quotes – Students identify quotes from a fictional text related to the unit (e.g. The Odyssey) that they feel exemplify important aspects of Greek culture. They create a chart listing the quote and the Greek culture they feel the quote illustrates.

3. HOW THE PROGRAM WILL MEET THE NEW STATE ELD STANDARDS AND USE THE RESULTS OF THE CELDT/ELPAC

Our programs to support English Learners are based on the new California ELD Standards. Because the current CELDT is aligned to the 1999 ELD Standards, the CELDT program will be replaced by the proposed ELPAC system, which are aligned to the 2012 revised CA ELD Standards. Until the ELPAC system is fully operational, AMPS will continue to administer the CELDT as the state’s measure of ELP and for federal accountability under Title III of the ESEA.

Students are expected to advance at least 1 ELD level, or the equivalent ELPAC Proficiency Level Descriptor, annually as measured by the CELDT. Our ELD teacher partners with the advisors of EL students to include ELD goals on students’ learning plans. Additionally, our ELD teacher assesses student progress towards attainment of the standards using a standards-based guide, for example, EL portfolios.

4. PROCESS AND SPECIFIC CRITERIA FOR RECLASSIFICATION

Before the issuance of each progress report card, teachers summarize students’ mastery of standards for their current ELD level by looking at assessment material collected throughout the trimester.

Reclassification criteria and procedures are outlined below.

Reclassification Criteria:

- CELDT/ELPAC: Overall performance level of 4 or 5 (or ELPAC equivalent measure) and skill area scores of 3 or higher (or ELPAC equivalent measure) in listening-speaking, reading, and writing
- Comparison of Basic Skills: Performance in basic skills means the score and/or performance level resulting from a recent administration of an objective assessment of basic skills in English. The measures used to determine basic skills are Fountas & Pinnell (K-2), NWEA MAP (Grades 1-8) Lexile Range as determined by local assessments (Grades K-~~8~~⁶) Range of performance in basic skills means a range of scores on the assessment of basic skills in English that corresponds to a performance level or a range within a performance level. Students of the same age refers to students who are enrolled in the same grade as the student who is being considered for reclassification.

- Teacher/Site Director judgment: Classroom teacher and Site Director judge that the student will be successful in a mainstream English program. This judgment will be based on a Teacher Observation Matrix for Redesignation.
- Parent Consultation: Notice is provided to parents/guardians of their rights, and they are encouraged to participate in the reclassification process. Parents are provided an opportunity for a face-to-face meeting to discuss their child's progress toward English language proficiency.

Reclassification Procedures

The following reclassification procedures are used:

- Every year, the Assessment Coordinator creates a list of all students who meet the CELDT/ELPAC and CAASPP criteria for reclassification, as well as an updated potential reclassification list to teachers. This document lists by class all students who meet the CELDT/ELPAC and CAASPP criteria for reclassification.
- Each teacher is responsible for completing the report card grade and teacher judgment columns of the reclassification list for their students.
- In some cases, the Site Director works with the teacher to determine the ability of individual students to master grade level standards without language support.
- Based on the information provided by teachers, the Site Director identifies students ready to be reclassified and submits these names to the Office Manager. The Office Manager sends a reclassification letter to these students' parents and submits their names and report cards to the school district.
- Reclassified students continue to be monitored to ensure their continued ability to achieve mastery of the CA CCSS for ELA/Literacy.

AMPS has set a demanding reclassification target for annual student progress (see *Element 2: Measurable Student Outcomes*). Students are expected to progress at least one English language level each year through targeted instruction and assessment. It is anticipated that students who are enrolled at AMPS beginning in kindergarten will be re-designated as fluent-English proficient ("RFEP") prior to middle school. Students who enroll at the school in subsequent years whose language development is still in the beginning or early intermediate stage will receive added intervention from the teacher through small group instruction targeted to meet their individual needs with a goal that they will stay on target to advance 1-2 levels or more per year such that they can be reclassified during their K- 8 career.

5. PROCESS FOR MONITORING PROGRESS OF ENGLISH LEARNERS AND RECLASSIFIED (RFEP) STUDENTS

Students are monitored in conjunction with the following CA ELD Standards Proficiency Level Descriptors (PLDs). The PLDs describe student knowledge, skills, and abilities across a continuum, identifying what ELs know and can do at early stages and at exit from each of three proficiency levels: Emerging, Expanding, and Bridging. These descriptors guide teachers as they provide ELs with targeted instruction in English language development as well as differentiated instruction in academic content areas⁷:

- **Emerging:** Students at this level typically progress very quickly, learning to use English for immediate needs as well as beginning to understand and use academic vocabulary and other features of academic language.

⁷ <http://www.cde.ca.gov/sp/el/er/documents/sbeoverviewpld.pdf>

- **Expanding:** Students at this level are challenged to increase their English skills in more contexts, and learn a greater variety of vocabulary and linguistic structures, applying their growing language skills in more sophisticated ways appropriate to their age and grade level.
- **Bridging:** Students at this level continue to learn and apply a range of high-level English language skills in a wide variety of contexts, including comprehension and production of highly technical texts. The “bridge” alluded to is the transition to full engagement in grade-level academic tasks and activities in a variety of content areas without the need for specialized ELD instruction. However, ELs at all levels of English language proficiency fully participate in grade level tasks in all content areas with varying degrees of scaffolding in order to develop both content knowledge and English.

It is our philosophy that ELs at all proficiency levels are capable of high-level thinking and can engage in complex, cognitively demanding social and academic activities requiring language as long as they are provided appropriate linguistic support. The extent of support needed varies depending on the familiarity and complexity of the task and topic, as well as on the student’s English language proficiency level.

Within the PLDs, three general levels of support are identified:

- **Overall Proficiency:** A general descriptor of ELs’ abilities at entry to, progress through, and exit from the level;
- **Early Stages:** Descriptors of abilities in English language that ELs have at the early stages of the level; and
- **Exit Stages:** Descriptors of abilities in English language students have at exit from the level.

The descriptors for early and exit stages of each proficiency level are detailed across:

- Three Modes of Communication:
 - o Collaborative (engagement in dialogue with others);
 - o Interpretive (comprehension and analysis of written and spoken texts); and
 - o Productive (creation of oral presentations and written texts); and
- Two dimensions of Knowledge of Language:

Metalinguistic Awareness: The extent of language awareness and self-monitoring students have at the level; and

Accuracy of Production: The extent of accuracy in production ELs can be expected to exhibit at the level; English learners increase in accuracy of linguistic production as they develop proficiency in English. Accuracy may vary within a level depending on context, such as extent of cognitive demand or familiarity of a task

English learners will continue to be re-evaluated annually using the CELDT/ELPAC assessment until such time as they have demonstrated that they are able to compete effectively with English-speaking peers in mainstream classrooms and are reclassified as fluent English proficient. AMPS sets a demanding

reclassification target annually. The Site Director serves as the testing coordinator and meets periodically with teachers throughout the school year during grade level planning to discuss the progress of English learners toward mastery of the CA ELD standards. The testing coordinator will continue to monitor students who are re-designated as RFEP during a period of two years to ensure that they are able to keep up with their peers. CELDT/ELPAC testing is not required during the monitoring period.

6. MONITORING AND EVALUATION OF PROGRAM EFFECTIVENESS

The School evaluates the effectiveness of its education program for ELs by:

- Adhering to School-adopted academic benchmarks by language proficiency level and years in program to determine adequate yearly progress.
- Monitoring teacher qualifications and the use of appropriate instructional strategies based on program design.
- Monitoring student identification and placement.
- Monitoring parental program choice options.
- Monitoring availability of adequate resources.
- Meeting annual measurable achievement objectives for ELs under NCLB.
- Feedback from the English Learner Advisory Committee.

B. SOCIOECONOMICALLY DISADVANTAGED STUDENTS

Our teachers and staff receive training on recognizing symptoms and behaviors indicative of a child's need for additional supports, including issues relating to hunger, extreme poverty, and individual families' challenges to meet their child's needs. As noted at the beginning of Element 1, a significant percentage of our students experience housing and/or food instability and other major challenges at home. Our SST is responsible for identifying students and families who might need additional resources or supports, including referrals to community service organizations. Our emphasis on a school community and the responsibility we have to one another within that community extends to the parents and families of our students as well.

Parents are able to drop-off their children starting at 7:15 a.m. and after-care is provided (pending funding) until 6:00 p.m., both to best serve our students' needs and accommodate working families. As demonstrated by the success of countless schools in California and beyond serving students who are socio-economically disadvantaged, income is not a determinate factor in a students' ability to succeed academically. If students that are socioeconomically disadvantaged also are academically low achieving or struggle with learning differences or are identified as English Learners, we implement strategies described in other sections of this petition.

C. ACADEMICALLY HIGH-ACHIEVING STUDENTS

Students who are academically high-achieving and/or identified as gifted benefit from differentiation and instruction that is flexible enough to meet their specific needs. According to Carol Ann Tomlinson, a recognized expert in the field of education for gifted students, "a class is not differentiated when all students are doing the same thing and no adjustments are being made to the difficulty levels of the assignments that are given." (Tomlinson, 1995.) AMPS employs many of the strategies recommended by Tomlinson and others for effective teaching in mixed-ability classrooms, such as:

- Providing alternative and/or extension activities for students who have already mastered the content being taught;
- Allowing gifted and high achieving students to work at an accelerated pace;
- Providing opportunities for students to work in flexible groups with other intellectual peers
- Creating graduated task rubrics and product criteria negotiated jointly by the student and teacher;
- Asking open-ended questions, both in the classroom and on homework assignments, that stimulate critical thinking;
- Incorporating a variety of the levels of thinking described in Bloom’s taxonomy – including the higher levels of analysis, evaluation, and synthesis – into lesson content and student work products;
- Opportunities for leadership roles and mentoring outside of the classroom.

As a result of program differentiation using the strategies just described, the unique learning needs of advanced learners are met within the regular classroom program.

Students are identified as academically high achieving through multiple measures including advanced performance on standardized assessments, progress monitoring assessments (NWEA/MAP), benchmarks and in the classroom, high achievement on classroom curriculum assessments, and teacher and parent input.

D. ACADEMICALLY LOW-ACHIEVING STUDENTS

Students are identified as low achieving by multiple measures, including state standardized assessments, in-house benchmarks (NWEA/MAP), or, Fountas and Pinnell assessments, teacher observations, low achievement on curriculum assessments, parent input or Intervention Team recommendations. At-risk students are targeted for specific areas of growth by student goals. The teachers monitor progress using the multiple measures mentioned for students who are identified as academically low achieving that do not show progress after the first quarter review. Students are recommended to the Intervention Team where appropriate. Intervention Staff consult for additional interventions and supports, and determine next steps.

Targeted support for students who are academically low achieving may include:

- Early intervention in reading during ELA;
- Tutoring;
- Focused attention – prepared in consultation with the student and the parent/guardian, if needed in the context of the Student Success Team process, regarding specific strategies and supports;
- Individual contract with the student detailing clear and achievable responsibilities and benchmarks for the student to achieve;
- Other program modifications and supports as determined by the classroom teacher;
- More frequent parent-teacher communication and parent involvement;
- Access to technology at home and school for mastery of target areas of growth (i.e. Brain Pop, MobyMax-ELA/Math, Achieve 3000).

Classroom modifications also may be made to support academically low-achieving students, including

using different materials (visual aids, manipulatives, audio materials), using different methods (reading written material aloud to student, guided note-taking, visual cues/modeling), differentiated pacing and assignments, environment changes, testing accommodations and more.

E. STUDENTS WITH DISABILITIES

Teachers implement a wide range of accommodations for students with disabilities. All teachers receive ongoing professional development regarding special education policies, strategies for working with students with disabilities, and classroom practices that support students with diverse learning styles and abilities. Among the topics that are discussed during professional development sessions are:

- Early identification and symptoms of disabilities
- Classroom accommodations for specific, observed behaviors
- What to do when a teacher or parent suspects a child may be disabled or have other challenges

AMPS complies with all applicable state and federal laws in serving students with disabilities, including, but not limited to the Individuals with Disabilities Education Improvement Act of 2004 (IDEA), Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and any other civil rights enforced by the U.S. Department of Education Office of Civil Rights (OCR). Furthermore, AMPS complies with Fresno Unified School District guidelines, and all California laws pertaining to special education students.

To the maximum extent appropriate, all students with disabilities are integrated into the programs of AMPS, with the necessary materials, services, and equipment to support their learning. AMPS ensures that any student with a disability is properly identified, assessed and provided with necessary services and supports. AMPS meets all the requirements mandated within a student's Individual Education Plan (IEP). No assessment or evaluation is used for admission purposes. Parents are informed that special education and related services are provided at no cost to them. If a student enrolls with an existing IEP, AMPS will notify FUSD and/or the SELPA within 5 days. An IEP meeting will be convened within 30 days.

1. PLAN FOR STUDENTS WITH DISABILITIES

AMPS is an LEA member of the El Dorado SELPA, which provides cost-effective and consistent special education services. As its own LEA and member of a SELPA, Aspen Meadow Public School works in cooperation with all local and state agencies to ensure that a free and appropriate education is provided to all students with exceptional needs. AMPS complies with all regulatory special education requirements of the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and any other civil rights enforced by the U.S. Department of Education Office of Civil Rights (OCR). Furthermore, AMPS complies with all provisions of AB 602, applicable SELPA guidelines, and additional federal and state laws that apply to it pertaining special education students.

Per federal law, all students with disabilities are fully integrated into the programs of AMPS, with the necessary materials, mandated services, and equipment to support their learning. AMPS meets all the requirements mandated within a student's Individual Education Plan (IEP). AMPS includes all special needs students with non-disabled peers to the maximum extent appropriate according to their IEPs.

2. SEARCH AND SERVE

Upon the commencement of each school year, all students are evaluated as a means of general class placement. Students may be evaluated from already-available data (i.e. school tests, teacher observations, grades, etc.) regarding the student's progress or lack of progress within the general program. No assessment or evaluation is used for admission purposes. Through collaboration between the faculty, parents and school leaders, AMPS works to identify any students who do not currently have an IEP but may be in need of pre-referral interventions. The Intervention Team convenes weekly to review all referred students as well as student data across sub-groups, classrooms and more.

3. ASSESSMENT

The referral process is a formal, ongoing review of information related to students who are suspected of having special needs and show potential signs of needing special education and related services. The primary internal method for referral for assessment will be the Student Success Team. The parent of any student suspected of needing or qualifying for special education services may also make a referral for an evaluation. Any such parent referrals will be responded to in writing in a timely manner. Any AMPS professional may also directly refer a student for formal assessment to see if he or she has a disability. AMPS may additionally choose to refer a student for services assessment through the provisions of a Section 504 Plan, if appropriate.

All referrals are responded to in writing by AMPS within 15 days. AMPS notifies the District and/or SELPA of the assessment request within 5 days of receipt. After a student is referred for a special education assessment, AMPS provides the student's parent or guardian with a proposed assessment plan, in writing, within 15 days of the referral. Parents are informed by the Site Director or Education Specialist that special education and related services are provided at no cost to them. The parent is given at least 15 days to provide written consent. The assessment is completed and an Individualized Education Program (IEP) meeting is held within 60 days of receipt of the parent's written consent for assessment.

The Education Specialist is responsible for gathering all pertinent information and sharing such information all others involved in the assessment. Information gathered is used as tools to determine the student's disability, eligibility for services, and determining the nature and extent of required services. If needed or requested, an interpreter is provided for the parent or guardian during the assessment. A teacher or staff member may serve as the interpreter, if fluent in the parent/guardian's native language and with parent approval. The types of assessments that may be used for determining eligibility for specialized instruction and services will be selected by AMPS, in collaboration with any hired service providers, and are administered by a qualified psychologist and a nurse if applicable. Those assessments include, but are not limited to:

- Individual testing;
- Teacher observations;
- Interviews;
- Review of school records, reports, and work samples; and
- Parent input.

Unless conflicting with SBE, CDE, or SELPA policies and procedures, AMPS follows the below assessment guidelines. If a conflict with any of the prior mentioned agencies policies and procedures exists, then SBE, CDE, or SELPA policies and procedures govern, and AMPS will revise these guidelines accordingly:

- Parents or guardians of any student referred for assessment must give their written consent for the school to administer the assessment;

- The student must be evaluated in all areas related to his/her suspected disability;
- The assessment will be conducted by a professional with knowledge of the suspected disability.
- Multiple assessments will be delivered by qualified professionals to measure the student's strengths and needs;
- Assessments will be delivered without cultural, racial or gender bias;
- Assessment results will be delivered to the parent/guardian in their primary language, and an interpreter will be provided if needed;
- Assessments will be adapted as necessary for students with impaired sensory, physical or speaking skills; and
- A multidisciplinary team will be assembled to assess the student, including a teacher knowledgeable in the disability.

Once the assessment is completed, AMPS holds a meeting to review the results of the assessment and determine whether the student qualifies for special education by meeting the criteria for one of 13 disabling conditions. This meeting is the initial Individualized Education Program ("IEP") meeting described in detail below, during which AMPS gives the student's parent/guardian the opportunity to participate. VPA-AMPS is responsible for scheduling, coordinating and facilitating the IEP meeting.

If a student enrolls at AMPS with an existing IEP, an IEP meeting will be convened within 30 days to review the existing IEP, discuss the student's present levels of performance and needs, and offer appropriate placement and services. Prior to such meeting and pending agreement on a new IEP, if needed, AMPS works to implement the existing IEP or as otherwise agreed upon by the parent/guardian. Within 30 days of each school year beginning, AMPS forwards a complete list of all new IEPs to students' home districts for reference, as required by law.

4. DEVELOPMENT, IMPLEMENTATION AND REVIEW OF IEP

Every student who is assessed by the school has an IEP that documents assessment results and eligibility determination for special education services. If a student is deemed eligible for services, AMPS is responsible for providing specialized services according to the student's IEP.

AMPS ensures that all aspects of the IEP and school site implementation are maintained. AMPS provides modifications and accommodations (as outlined within each individual's IEP) in the general education environment taught by the general education teacher. Students at the school who have IEP's are served in the Least Restrictive Environment (LRE).

Each student who has an IEP is assigned an IEP team that oversees the IEP development, implementation and progress of the student. The proposed IEP team at AMPS consists of the following individuals:

- Site Director
- Education Specialist
- School Psychologist
- School RN (as needed)
- Speech Therapist (as needed)
- The parent or guardian of the student for whom the IEP was developed;
- The student
- At least one classroom teacher who is familiar with the curriculum or progress appropriate to

that student;

- If the student was recently assessed, the individual who conducted the assessment

Others familiar with the student may be invited as needed. AMPS views the parent as a key stakeholder in these meetings and makes every effort to accommodate parents' schedules and needs so that they will be able to participate effectively on the IEP team. AMPS provides an interpreter if necessary to ensure that all parents and/or guardians understand and can participate in the IEP process. When necessary, an AMPS teacher or staff member, fluent in the parent's native language, may serve as the interpreter with parent approval. If the parent(s) cannot attend the IEP meeting, AMPS ensures his/her participation using other methods, such as rescheduling the meeting, conferencing by telephone, conferencing via webcam, or meeting at the parent's home. A copy of the IEP is given to the parent in accordance with state law, AMPS and SELPA policies, as applicable.

Upon the parent or guardian's written consent, the IEP is implemented by AMPS. The IEP will include all required components.

The elements of the IEP will include:

- A statement of the student's present levels of academic achievement and functional performance
- The rationale for placement decisions
- The services the student will receive and the means for delivering those services
- A description of when services will begin, how often the student will receive them, who will provide them, and where they will be delivered
- Measurable annual goals and short-term objectives focusing on the student's current level of performance
- A description of how the student's progress will be measured and monitored
- An explanation of the extent, if any, to which the student will not participate in general education
- Any accommodations necessary to measure the academic achievement and functional performance of the student on state and district assessments
- Transition goals for work-related skills

IEP meetings are held according to the following schedule:

- Yearly to review the student's progress and make any necessary changes
- Every three years to review the results of a mandatory comprehensive reevaluation of the student's progress
- After the student has received a formal assessment or reassessment
- When a parent or teacher feels that the student has demonstrated significant educational growth or a lack of anticipated progress
- When an Individual Transition Plan is (ITP) required at the appropriate age
- When a special education student has been suspended, especially if they demonstrate a pattern of misbehavior, to determine if changes to the IEP are required to address the misbehavior;
- Prior to the expulsion of a student with an IEP, to determine if the student's misconduct was a manifestation of his/her disability
- If the parent/guardian, a AMPS staff member, hired service providers, or the student has communicated a concern about the student's progress

The IEP team formally reviews each student's IEP at least once a year to determine how the IEP is meeting his/her needs. In accordance with IDEA regulations, the IEP team will also conduct a formal review of the IEP once every three years, in which the student is reassessed and the IEP is reviewed as part of an overall comprehensive reevaluation of the student's progress.

If a parent or faculty member feels the student's educational needs are not being met, they may request a reassessment or a review of the IEP by the IEP team at any time during the year via written notice to the school. Once the request is received, the IEP Team will have thirty days, not including school vacations greater than five days, to hold the IEP meeting.

Parents are informed each trimester of the student's progress toward meeting annual goals and whether the student is expected to meet his/her annual goals. The Goals and Objectives section of the IEP are an attachment to the general progress report. This serves to document the method by which the student's progress toward achieving the annual goal is measured, the student's progress during the relevant period, the extent to which it is anticipated the student will achieve the annual goal prior to the next annual review, and where needed, the reasons the student did not meet the goal.

5. SPECIAL EDUCATION STRATEGIES FOR INSTRUCTION AND SERVICES

As detailed throughout this petition, AMPS employs a highly individualized model of instruction for all students, which benefit all students with learning challenges. AMPS utilizes a Response to Intervention (RTI) model, and complies with the federal mandate of the least restrictive environment ("LRE"). AMPS mainstreams all of its students as much as is appropriate according to each individual IEP. Each student's IEP will require different kinds of modifications for instruction and services, therefore the educational strategies of the IEP will be built around the student's needs and how these fit within the general educational program of the school.

The RTI program includes the three basic tiers:

Tier 1: The first step, or tier, of intervention is the regular classroom setting. As teachers introduce instruction, students' progress is monitored. The teacher can request a consult from any appropriate members of the Intervention Team to request guidance or ideas about Tier 1 strategies for supporting students in the least restrictive environment. Most students in this group will need additional help from time to time, and the teacher provides that guidance.

Tier 2: Tier two of RTI targets students who do not show progress with regular instructional intervention. In tier two, students receive more individualized instruction and intervention. They may work in smaller groups to allow one-on-one and small group instruction. During this process, teachers carefully evaluate the students' response to these interventions. Students who do well may be phased back into the regular classroom. Students who demonstrate the need for ongoing, intensive intervention will move into tier three.

Tier 3: Tier three is an ongoing, long-term program of diagnostic and prescriptive teaching and could be thought of as special education. In this level, students receive individualized instruction for as long as is necessary for them to acquire the skills they need to progress in school.

Our RTI process is instructional from beginning to end. At no point is a child left to experience the frustration of failure while waiting until their test scores show a severe achievement discrepancy before

they get help. They receive instruction that gradually increases in intensity and individualization as they show the need for it.

AMPS employs a variety of strategies to ensure student success for our Special Education such as those detailed extensively in the previous sections, and all will be in accordance with their IEP.

AMPS also contracts with outside special education service providers depending on operational needs or specific requirements of the students' IEPs. Some contracted services include nurses, speech therapists, psychologists, autism behavioral or occupational therapists, and counselors. AMPS reassesses its special education staffing, service providers, methods, and strategies on a continuous basis to assure that all services provided are effective and of the highest quality.

AMPS retains the option, based on operational evaluation and program needs, to employ a high quality Special Education service provider that could coordinate and facilitate some or all of the special education related services and instruction for our students. These types of special education service providers provide AMPS with the following staff:

- Credentialed special education teachers/Resource specialists
- School psychologists
- Occupational therapists
- Physical therapists
- Speech-language pathologists
- School nurses
- Vision therapist
- Interpreters for students who are deaf or hard of hearing
- Orientation and mobility aides for students who are blind or visually impaired

The chosen special education service provider could also be responsible for a number of areas including Assessments, Behavioral Support, Clinical Services, Compliance/Administration, Related Itinerant Services and Designated Instructional Services (DIS), and Special Education Instruction.

For every student who is eligible to receive special education instruction and related services, AMPS provides transportation as a related service if it is required to assist a child with a disability benefit from special education. As required for any special education program, transportation is provided to meet the criteria for a free, appropriate public education. As applicable, a student's IEP will describe how special education transportation is coordinated with regular home-to-school transportation, and will set forth an individualized plan for meeting the transportation needs of the student receiving special education.

6. REPORTING

AMPS, in collaboration with its service providers, collects and maintains the following information on disabled students as required by IDEA:

- A calculation of all school-age students with disabilities being provided special education services by age, grade, category of disability and the number of students with disabilities who are English Learners;
- The number of students provided with test modifications and the types and the number of

students exempted from assessments;

- The settings in which students with disabilities receive their services, specifically including the portion of the school day they receive services with non-disabled peers and time away from the regular classroom;
- The number of students with disabilities suspended "in-school" and out of school, organized by disability and length of suspensions; and
- The basis of exit from AMPS of students with disabilities (i.e., attainment of diploma and type, declassified, moved, etc.).

All necessary procedures and practices to ensure confidentiality and accurate/timely reporting are the responsibility of the Site Director (or his/her designee). VPA, Inc.'s Executive Director ensures that a central file with all special education evaluation material and IEP's is maintained and that this file is locked and confidential, in accordance with IDEA guidelines. The Executive Director oversees access to these records, and is responsible for ensuring that all providers responsible for the implementation of a student's IEP have access to a copy of the IEP and are informed of their specific responsibilities in implementing the IEP.

7. DUE PROCESS AND PROCEDURAL SAFEGUARDS

Parents or guardians of students with IEPs must give written consent for the evaluation and placement of their child; are included in the decision-making process when change in placement is under consideration; and are invited, along with teachers, to all conferences and meetings to develop their child's IEP.

Any concerns or disagreements raised by parents are acknowledged by the school within five days, after which a meeting between the parent and school is scheduled to seek resolution of the disagreement. If a disagreement or concern persists, parents or guardians have the right to initiate a due process hearing to challenge a decision regarding the identification, evaluation, or educational placement of their child.

The school provides the parent with all notices of procedural safeguards as well as with information on the procedure to initiate both formal and informal dispute resolutions.

In the event that a parent/guardian files a request for a due process hearing or request for mediation, AMPS participates cooperatively to resolve the issues.

Parents or guardians also have the right to file a complaint with the CDE or SBE if they believe that the school or SELPA has violated federal or state laws or regulations governing special education.

8. SECTION 504 OF THE REHABILITATION ACT

AMPS recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of AMPS. Any student, who has an objectively identified disability which substantially limits a major life activity including but not limited to learning, is eligible for accommodation by the school.

A 504 team will be assembled by the Site Director and shall include the Site Director (or his/her designee), parent/guardian, the student if needed, a qualified faculty member, and other qualified

persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The 504 team will review the student's existing records; including academic, social and behavioral records, and is responsible for making a determination as to whether an evaluation for 504 services is appropriate. If the student has already been evaluated under the IDEIA but found ineligible for special education instruction or related services under the IDEIA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team who will evaluate the nature of the student's disability and the impact upon the student's education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team may also consider the following information in its evaluation:

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- Tests and other evaluation materials include those tailored to assess specific areas of educational need, and not merely those which are designed to provide a single general intelligence quotient.
- Tests are selected and administered to ensure that when a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student's aptitude or achievement level, or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual or speaking skills.

The final determination of whether the student is eligible for accommodations under Section 504 must be made by the 504 team in writing and notice is given in writing to the parent or guardian of the student in their primary language along with the procedural safeguards available to them. If during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education per the IDEIA, a referral for assessment under the IDEIA will be made by the 504 team. If the student is found by the 504 team to ~~be~~ be eligible for accommodations under Section 504, the 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives the free and appropriate public education ("FAPE"). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the School's professional staff.

The 504 Plan shall describe the Section 504 disability and any program accommodations, modifications or services that may be necessary.

All 504 team participants, parents, guardians, teachers and any other participants in the student's education, including substitutes and tutors, must have a copy of each student's 504 Plan. The Site Director will ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that he/she review the 504 Plan with any long-term substitutes. A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility.

XI. INDEPENDENT STUDY

To the extent independent study is provided, AMPS complies with state laws relating to independent study as set forth in Education Code § 47612.5 5 and applicable regulations. The governing board has adopted policies to implement independent study options provided to students.

ELEMENT B: MEASURABLE STUDENT OUTCOMES

“The measurable pupil outcomes identified for use by the charter school. “Pupil outcomes,” for purposes of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school’s educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all groups of pupils served by the charter school, as that term is defined in subdivision (a) of Section 52052 ~~subparagraph (B) of paragraph (3) of subdivision (a) of Section 47607~~. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school.” Ed. Code § 47605(~~bc~~)(5)(B).

Formatted: Font: (Default) Calibri

AMPS will meet all statewide content and performance standards and targets. Ed. Code §§ 47605(~~ed~~)(1), 60605. AMPS will comply with all applicable laws and regulations related to AB 97 (Local Control Funding Formula) and AB 484, and will continue to as they may be amended from time to time, including all requirements pertaining to pupil outcomes.

As a California charter school, AMPS assumes an increased level of accountability for all aspects of its programs and for achieving the goals described within the vision and mission of the school. It has adopted a comprehensive set of benchmarks for student and school outcomes that support the achievement of the school’s vision and mission, based on the state and common core standards, state priorities, and our definition of an educated person in the 21st Century and the school’s goals. On an annual basis, the school engages stakeholders to prepare the Local Control Accountability Plan Annual Update that details specific goals aligned with each of the state’s priorities, along with specific actions to realize each goal and fiscal allocations to support those efforts. Our LCAP goals, actions and measurements are included in Section VI of Element A, above.

Full implementation of the educational program and frequent monitoring of student and school outcomes ensures that AMPS is an academic success and is achieving all of its overarching goals.

The Site Director and faculty is accountable for the academic achievement and psychological well-being of students. The Site Director is ultimately responsible for meeting target goals, and is held accountable by the Academic Director, Executive Director and Board of Directors. The Site Director is accountable for meeting Adequate Yearly Progress as required by ESEA (or any similar new measures that may be established).

I. MEASURABLE GOALS OF THE EDUCATIONAL PROGRAM

Students matriculate from AMPS with a range of knowledge, skills, and attitudes that embody the school’s definition of an Educated Person in the 21st Century. AMPS pursues the following student outcome goals, as measured by multiple and varied benchmark assessments that are aligned to state and federal standards (including CA CCSS) and reflect proficiency measures required by the new CAASPP assessments, as well as state priorities detailed in California Education Code § 52060(d).

Specifically, as detailed in Element A, Section VI:

- New state assessment measures will meet or exceed the established growth target(s).

- AMPS will meet Adequate Yearly Progress schoolwide and subgroup growth rates, as required by ESEA (or comparable measure defined by Congress in reauthorizing the ESEA).
- The CAASPP participation rate will be at least 95%.
- CAASPP ELA and Math “Met/Exceeded” rates and annual growth rates will meet or exceed surrounding comparison schools.

In addition:

- English Learners will progress at least one level on the CELDT/ELPAC each year.
- English Learner reclassification rates will meet or exceed the District’s reclassification rate.
- Special education students will demonstrate appropriate progress toward stated goals in their IEPs each year.
- AMPS will maintain at least 94% Average Daily Attendance.
- Suspension and expulsion rates will be lower than comparable surrounding schools in the District.
- Students will demonstrate a mastery of grade-level standards and designated outcome goals in the areas of English Language Arts, Mathematics, Science, Social Science/History.
- AMPS will close the “achievement gap,” with standardized test score data demonstrating a pattern of raised achievement over time for traditionally underserved students, including socio-economically disadvantaged, foster and homeless youth.
- Based on a school-designed rubric, students will demonstrate proficiency (based on teacher-designed rubrics) in knowing the 7 Habits and apply Leadership Skills inside and outside of the school environment.

These student outcomes are directly tied to the goal of providing students with a rigorous standards-based program while preparing them for a rigorous, college-preparatory high school.

II. SCHOOL OUTCOME GOALS WILL ALIGN WITH CALIFORNIA’S EIGHT STATE PRIORITIES

As illustrated in Element A, Section VI, align outcome goals and actions – including allocation of resources -- with the eight state priorities. AMPS annually engages stakeholders in drafting its Local Control Accountability Plan in accordance with the California Education Code and county and district policies. The following chart requested by the District further illustrates the goals we anticipate over the coming charter term:

Pupil Outcomes	Assessments Used	Frequency	Goal/Expected Outcome	Progress Targets
Performance Goals				
Aspen will meet or exceed annual goals as measured by the overall rating of the state accountability system	California state accountability system (To be established)	Annually	To be determined after an accountability system is established.	N/A at this time.

Aspen will meet or exceed annual goals for the percentage of students meeting or exceeding standards as measured by the Smarter Balanced Summative Assessment in Mathematics	SBAC Summative Mathematics Assessment	Annually	Percentage of students who meet or exceed standards on CAASPP Math will be greater than or equal to comparable surrounding schools	To be set in annual LCAP, but anticipated to be an increase by 2% annually schoolwide
Aspen will meet or exceed annual goals for the percentage of students meeting or exceeding standards as measured by the Smarter Balanced Summative Assessment in English/Language Arts	SBAC Summative ELA Assessment	Annually	Percentage of students who meet or exceed standards on CAASPP ELA will be greater than or equal to comparable surrounding schools	To be set in annual LCAP, but anticipated to be an increase by 2% annually schoolwide
Aspen will meet or exceed annual goals for average daily attendance as reported to the California Department of Education	Attendance Records	Annually	Establish benchmarks in Y1 with growth rates (schoolwide and subgroup) set annually in LCAP	-ADA will be at least 94% with specific targets set annually. -Chronic absenteeism < 2.5%; -Specific school wide and subgroup targets set annually in LCAP
Aspen will meet or exceed annual goals for suspension and expulsion incidents.	Suspension/Expulsion Records	Annually	Benchmark rates established Y1; specific schoolwide and subgroup growth targets set annually in LCAP	Y1 suspension/expulsion less than surrounding schools; 85% student satisfaction on surveys regarding safety and school connectedness
Aspen will decrease the percentage of students who score "Not Met" on as measured by the SBAC Math Assessment.	SBAC Summative Mathematics Assessment	Annually	Percentage of students who score "Not Met" standards on CAASPP Math will be less than or equal to comparable surrounding schools.	Students will show a pattern of raised achievement for traditionally underserved students and a closing of the achievement gap annually for all statistically significant subgroups.
Aspen will decrease the percentage of students who score "Not Met" as measured by the SBAC ELA Assessment.	SBAC Summative ELA Assessment	Annually	Percentage of students who score "Not Met" standards on CAASPP ELA will be less than or equal to comparable surrounding schools.	Students will show a pattern of raised achievement for traditionally underserved students and a closing of the achievement gap annually for all statistically significant subgroups

Aspen will meet or exceed annual goals for the percentage of students reclassified as Fully English Proficient.	Redesignation Criteria	Annually	Reclassification rates will meet or exceed comparable schools.	To be set in annual LCAP, but anticipated to be 10% annually.
Aspen will meet or exceed annual goals for the dropout rate of middle school students.	Enrollment Records	Annually	Middle grade dropout rates will be equal to or less than comparable schools.	Dropout rate goals will be set in annual LCAP, but anticipated to be <0.5% annually.
Aspen will meet or exceed annual goals for the percentage of students who respond “agree” or “strongly agree” that “there is staff at the school they can approach when they have a problem” as measured by school climate survey(s)	School Climate Survey	Annually	85% or more satisfaction rates expressed by students.	Annual goals set in LCAP but anticipated to be at least 85% satisfaction rates.
Aspen will meet or exceed annual goals for the percentage of parents/guardians who respond “agree” or “strongly agree” that they “are encouraged and welcome to participate at the school” as measured by school climate survey(s)	School Climate Survey	Annually	85% or more satisfaction expressed by parents	Annual goals set in LCAP but anticipated to be at least 85% satisfaction rates.

III. ADDITIONAL OUTCOMES

In addition to the specific academic achievement goals detailed above, additional goals include:

1. AMPS will realize a higher teacher retention rate and higher teacher attendance rate than the district average, and demonstrate high levels of teacher job satisfaction as evidenced by end-of-year surveys.
2. AMPS will demonstrate a high level of parent satisfaction -- 85% or higher -- based on annual surveys.
3. The Board of Directors will carry out its responsibilities with the utmost degree of good faith, honesty, integrity, loyalty and undivided service to the school as demonstrated by the actions of the Board and adherence to legal requirements.
4. Financial planning and annual budgets will reflect the appropriate allocation of resources to ensure achievement of the school’s vision and mission as demonstrated by balanced budgets that address the school’s priorities and successful external audits.

These goals and our progress toward goals communicated regularly with our entire school community.

ELEMENT C: METHODOLOGIES FOR MEASURING STUDENT OUTCOMES

“The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.” Ed. Code § 47605(b)(5)(C).

AMPS administers a variety of meaningful assessments to document and analyze student academic progress over time (see Element B). Student achievement data gathered through internal and external assessments provide teachers the opportunity to modify classroom instruction in response to student outcomes and allow the school to modify its program to best address student needs.

AMPS complies with all regulations, reporting and processes associated with the state’s new Local Control Accountability Plans under the Local Control Funding Formula.

I. METHODS FOR MEASURING STUDENT ACADEMIC PROGRESS

To make certain that the school’s primary goal of increased academic achievement for all students is met, student achievement data obtained from standardized assessments is disaggregated annually to clearly identify the academic performance of students by sub-groups (e.g., by ethnicity, gender, English Learners, socioeconomically disadvantaged students, and students with disabilities).

Additional internal assessments, such as teacher-created, publisher and online assessment tools, are analyzed individually by teachers and in collaborative groups during weekly planning in order to target student needs, identify program strengths and gaps, and to plan subsequent instruction. Throughout the year benchmark student achievement data is analyzed among the school faculty during pupil-free professional development days.

Our faculty uses a variety of assessments to measure individual students’ attainment of state content standards and the objectives of our curriculum. Students participate in several formal assessments each year, including the NWEA MAP diagnostic assessments. Official checklists and rubrics from the published curriculum programs and online resources play a major role in teachers’ determination of student achievement of standards mastery. More informal assessment techniques also play a major role including teacher observation, homework samples, written work, project-based rubrics and more.

As students become increasingly able to produce independent work samples such as journal entries, written reports, project work and presentations, these products are also evaluated by teachers. By the end of the third grade we expect that most students will Meet/Exceed standards in ELA and Math according to the school’s identified assessment measures. Ongoing assessment of daily work and formal evaluation using online assessments, scoring guides, tests and checklists provide the teacher, parent and student with feedback on student achievement and progress. As students progress into and through middle grades, student evaluation becomes more formal, including student-produced projects, final draft writing, science experiments and presentations of research. Portfolios and projects are used to assess student growth and to assist both the student and the teacher in identifying the next steps for growth. Students are assessed in a summative manner on a weekly basis in the form of a quiz, test (both written and online), essay, research paper, presentation or project.

Specifically, use the following assessments:

- California Assessment of Student Performance and Progress (CAASPP)/California Alternative Assessment (CAA) and California Science Test (CAST) for grade 5
- NWEA MAPs benchmark assessments based on Common Core standards

II. DATA DRIVEN INSTRUCTION

AMPS will continue to utilize the comprehensive and customizable student information system (SIS) Illuminate to store student information such as registration, class schedules, attendance, demographics, emergency contacts and more. We will also continue to utilize Illuminate to collect, analyze, and communicate to parents and other stakeholders a variety of reports on student achievement, including school-wide and subgroup analyses. While the Site Director has primary responsibility for overseeing all student achievement data entry, analysis, reporting and reflection on data, all teachers receive intensive training on student achievement data and effective usage of Illuminate.

Our teachers and school leaders analyze student achievement data on a continuous basis in order to identify individual student needs, trends across groups of students or classes, and longitudinal growth over time. Grade levels are provided with common planning time that they use to examine data at least monthly. The Site Director monitors the progress of all subgroups (particularly language learners and special education students), and patterns of academic achievement that may indicate declining progress or inequitable outcomes among different sub groups. Any problematic data trends are directly addressed through meetings with individual teachers, and through the examination of policies or curriculum that may be contributing to declining achievement or inequities.

Data review also is used by school leaders to assess teacher efficacy in real-time, ensuring that teachers who are struggling to achieve intended outcomes in specific subject areas, or with specific students, receive targeted training, support and professional development to improve their teaching practice.

On an annual basis, internal data is compared to CAASPP and other state standardized test data to determine efficacy in predicting performance. AMPS also annually prepares and make public its Student Accountability Report Card (SARC).

Parents/guardians have real-time access to their child's academic performance, attendance, discipline and other metrics via the Illuminate system. Teachers review individual student achievement data with parents during annual teacher-parent conferences and in writing during quarterly progress reports; parents receive test reporting by mail; the School Accountability Report Card (SARC) is available on the school website for review.

After enrollment, parents or guardians are asked to complete a survey to help AMPS better understand why families are exercising AMPS as a school choice option for their students. To fulfill WASC requirements, AMPS occasionally surveys students, parents, teachers and staff members on a variety of topics to provide feedback for planning and policy making.

III. PROGRESS REPORTS/GRADING

Teachers formally report student progress to parents three times each year using progress reports. Teachers conduct parent conferences once annually (fall) at the time progress reports are issued so that parents have regular opportunities to discuss their child's progress personally with his or her teacher. For students that need additional support, an additional parent conference may be held in the spring. During the summer prior and into the first month of the school's operation, the Site Director and teachers collaboratively review the instrument, policies and procedures that are used to report student progress. All instructional staff receive detailed training about the preparation of these reports during professional development sessions during summer and throughout the year.

Student achievement is evaluated against state standards and the school's stated outcomes reflect student progress on a continuum toward mastery of the concepts and skills at each grade level. The progress reports include a score on a scale of 1-4 indicating the student's level of mastery in each standard. The goal is for every student to prove mastery on each standard, indicated by a score of 3. If a student proves mastery above and beyond grade level, the student earns a 4 on that standard. In addition to a scale score on a continuum toward mastery, teachers include verbal narrative evaluations regarding the completeness, quality, and level of understanding of student work as well as descriptions of attitudes and behaviors at school during parent teacher conferences.

At parent-teacher conferences, parents/guardians review the progress of their child, sharing and discussing test scores, projects, schoolwork, and areas for improvement. At these meetings, home and school strategies are discussed so that the student has the best chance of continuously improving his/her performance.

ELEMENT D: GOVERNANCE STRUCTURE

"The governance structure of the school, including, but not limited to, the process to be followed by the school to ensure parental involvement." Ed. Code § 47605(~~bc~~)(5)(D).

I. NON-PROFIT PUBLIC BENEFIT CORPORATION

Aspen Meadow Public School is a direct-funded independent charter school operated by Valley Preparatory Academy, Inc. (Board) a California non-profit public benefit corporation with designation as a 501(c)(3) by the IRS. in accordance with California's Charter Schools Act, the Nonprofit Public Benefit Corporation Law, the corporation's Bylaws and the terms of this charter. The Charter School shall comply with the Brown Act and the Public Records Act. Copies of Valley Preparatory Academy, Inc.'s Articles of Incorporation and Bylaws are submitted as separate documents with this Petition submission as instructed.

AMPS operates autonomously from the authorizer, with the exception of supervisory oversight as required by statute and other contracted services as negotiated between the authorizer and the school. Pursuant to Education Code Section 47604(~~ed~~), the authorizer shall not be liable for the debts and obligations of the AMPS, nor will the authorizer be liable for claims arising from the performance of acts, errors, or omissions by AMPS as long as the authorizer has complied with all oversight responsibilities required by law.

II. GOVERNANCE STRUCTURE

A. MAJOR ROLES AND RESPONSIBILITIES

1. BOARD OF DIRECTORS

The Board of Directors is fully responsible for the operation and fiscal affairs of the AMPS, including but not limited to the following:

- Hire, supervise, evaluate, discipline, and dismiss the Executive Director and Academic Director of AMPS, and Site Director
- Approve contractual agreements in excess of \$2000.00
- Approve and monitor the implementation of general policies including effective human resource policies for career growth and compensation of the staff
- Approve and monitor the annual budget, budget revisions, and monthly cash flow statements
- Approve and monitor annual budget and budget revisions
- Act as a fiscal agent, including but is not limited to the receipt of funds for the operation of the AMPS in accordance with applicable laws and the receipt of grants and donations consistent with AMPS's mission
- Contract with an external independent auditor to produce an annual financial audit according to generally accepted accounting practices
- Establish operational committees as needed
- Execute all applicable responsibilities provided for in the California Corporations Code
- Engage in ongoing strategic planning
- Approve the school calendar and schedule of Board meetings

- Recruit and appoint new Board members and provide orientation training
- Evaluate school effectiveness by monitoring student performance on the basis of measurable outcomes
- Ensure that the School Academic Report Card (SARC) and Local Control and Accountability Plan (LCAP) are prepared annually
- Approve out of state or overnight field trips
- Participate in the dispute resolution procedure and complaint procedures when necessary
- Approve charter amendments as necessary and submit requests for material revisions as necessary to the District for consideration
- Approve annual independent fiscal audit and performance report
- Appoint an administrative panel or act as a hearing body and take action on recommended student expulsions

The Board may initiate and carry on any program or activity or may otherwise act in a manner which is not in conflict with, inconsistent with, or preempted by any law, and which are not in conflict with the purposes for which the school was established.

2. EXECUTIVE DIRECTOR

The Executive Director serves as the operational and educational leader and chief executive officer of VPA, Inc. The Executive Director is responsible for the direction of the Charter School and of VPA, Inc., relationships with stakeholders (e.g. community members, parents, students, staff, donors, District oversight office, etc.) and leadership of the organization's development efforts.

The Executive Director shall perform assigned tasks as directed by the Board of Directors. These tasks may include, but are not limited to, the following:

- Ensure AMPS enacts its mission
- Guide AMPS toward the fulfillment of its vision and future goals
- Communicate with and report to the Board of Directors
- Oversee implementation of organizational policies established by the Board of Directors
- Oversee all corporate finances, including those of AMPS, and take actions to ensure financial stability and accurate financial records
- Oversee the recommendations of employee hiring, promotion, discipline, and/or dismissal
- Oversee operational systems such as student records, teacher records, teacher credentialing, contemporaneous attendance logs, purchasing, budgets, and timetables
- Promote AMPS in the community, encourage positive public relations, and interact effectively with media
- Take an active role in fundraising and grant writing
- Ensure compliance with all applicable state and federal laws
- Complete and submit required documents as requested or required by the charter and/or Board of Directors and/or the District;
- Attend District administrative meetings as requested by the District and maintain contact with the District as needed
- Present the independent fiscal audit to the Board of Directors, and, after review by the Board of Directors, present audit to the District, the County Superintendent of Schools, the State Controller, and the California Department of Education.

The above duties, with the exception of personnel matters, may be delegated or contracted as approved by the Board of Directors to another appropriate employee or third party provider.

3. ACADEMIC DIRECTOR

The Academic Director provides leadership and support in implementing the educational vision, philosophy, goals, objectives and course of study. Responsibilities include:

- Planning, directing, implementing and evaluating the instructional program of the schools
- Oversight and planning of professional development for teachers and staff
- Monitoring the schools' instructional accountability, including collecting, analyzing, and reporting school and student performance data to develop school priorities and to drive decision-making
- Ensuring that appropriate evaluation techniques are used for both students and staff
- Student discipline, and as necessary participate in the suspension and expulsion process

4. SITE DIRECTOR

The Site Director is the leader of the school site. He/She ensures that the curriculum is implemented in order to maximize student learning experiences and be responsible for the orderly day-to-day operations of the School and the supervision of all employees at the school site. Responsibilities include, but are not limited to, the following:

- Manage and/or oversee all daily school operations, including student admissions and discipline, facilities, food services, front office, school scheduling, etc.
- Recruit, hire, train, coach, evaluate and if needed, discipline or terminate all teachers and staff
- Ensure that appropriate evaluation techniques are used for both students and staff
- Develop, support, guide, and evaluate teachers, counselors, and other personnel to ensure the academic achievement of all student subgroups and targeted student populations
- Provide instructional support by building the capacity of teachers in implementing effective strategies to teach all student subgroups and targeted populations, including English Learners, foster youth, low income students, gifted and talented students, and students with disabilities
- Prepare the annual Local Control Accountability Plan
- Oversee school wide testing
- Prepare the school's master schedule and summer school schedule
- Assist the Executive Director in meeting state and federal mandates and to ensure instructional monitoring and compliance needs
- Take responsible steps to secure full and regular attendance of students enrolled in accordance with policies established by the Board of Directors
- Oversee student discipline, and as necessary participate in the suspension and expulsion process
- Promote school in the community
- Oversee student services, extracurricular activities, and all school athletics
- Organize, assist, and implement the school's safety plan and ensure compliance with mandated child abuse reporting
- Manage the school physical plant

A detailed Organizational Chart is included in Appendix E.

III. GOVERNING BOARD COMPOSITION AND MEMBER SELECTION

Aspen Meadow Public School is governed by the VPA, Inc. Board of Directors (“Board” or “Board of Directors”) in accordance with the Board’s adopted corporate bylaws, which shall be consistent with the terms of this charter.

The Board of Directors is composed of three (3) to seven (7) directors, as set by resolution of the Board. No employees of ~~VPA, AMPS, the Charter Schools~~ or VPA, Inc. serve on the Board. All directors are designated at the corporation’s annual meeting. Each director holds office, unless otherwise removed from office in accordance with the bylaws, for two (2) years and until a successor director has been elected as required by the position as described below. Board members may serve consecutive terms on mutual agreement of the Director and the Board.

The current VPA, Inc. Board is composed of the following members:

John Grice, Principal at John Grice Consulting, Board President, international businessman with extensive experience with project management and sales

Stephen Paul, Sales Manager at Homegrown Organic Farms, Board Treasurer, experienced in agribusiness and business development

Carrie Zulewski, Fundraising Consultant at Z Fundraising Advisors, Board Secretary, entrepreneur, fundraiser, community activist, education advocate

MaryJane Fitzpatrick, Recreation manager of the Parks, Recreation and Community Services Department (retired), experienced organizational management, fundraising and healthy activities for children

Deborah Torres, Chief Development Officer, Fresno Rescue Mission, experienced in non-profit and project management, service to at-risk populations, and fundraising

Megan Rafferty, Outreach Consultant, Education Results, experienced in charter school policy, research and advocacy at the national level; expertise in special education and charter school governance

Sergeant Diana M. Trueba, Central Policing District Investigations Supervisor, Fresno Police Department, 16 years experience with Fresno PD, expertise in community needs and services.

Board Member resumes are attached in Appendix C, as required.

The existing Board of Directors designates all other directors. Any member of the community may refer a potential candidate to the Board, which will evaluate prospective candidates to determine whether or not they fit the stated needs of the Board recruitment strategy. Although the Board strives for unanimous support for new Board Members, per the Bylaws, a simple majority is all that is needed to designate a Director.

Although not required, the Board strives to create an odd number of Directors for voting purposes. In accordance with its Bylaws, the Board appoints new members upon the resignation or removal of any director, or any change in the stated number of Board members (e.g., expanding the size of the Board to increase fundraising capacity).

In accordance with Education Code Section 47604(~~bc~~), the District may appoint a representative to sit on the Board. If the District chooses to do so, the Board may choose to appoint an additional member to ensure that the Board is maintained with an odd number of directors. As indicated in applicable

governance documents, VPA, Inc. complies with conflict of interest laws related to public entities including Govt. Code 1090 and the Political Reform Act.

In recognition of the need for diverse voices and expertise on the Board, there is a consistent attempt to recruit Board members to ensure sound oversight of the fiscal, operational, and instructional practices of the school, including individuals with experience in business management, law, finance, education, governance, administration, facilities, and community relations.

Threshold screening criteria for all prospective members of the Board demonstrates understanding of the mission and vision of VPA, Inc. and a strong commitment to serving the school's students. Other relevant criteria for Board selection include a demonstrated ability to act in a leadership capacity and a commitment to diligently fulfilling all Board responsibilities, including a willingness to routinely attend Board meetings and participate actively in oversight of the school. New Board members go through an initial orientation to their responsibilities as Board members and effective charter school oversight.

The Board seeks appropriate training and other resources for continuous improvement of performance, both as a full Board and individually. Such training includes full-Board training sessions with experts familiar with charter school governance, finance, and more.

IV. GOVERNANCE PROCEDURES AND OPERATIONS

The Board of Directors meets monthly (except during the summer) and in accordance with the Brown Act. Additional meetings are called as necessary and comply with all of the provisions of the Brown Act. At an annual meeting, the Board sets the calendar for upcoming Board meetings for the year and publishes the schedule on its charter schools' websites. Agendas for regular meetings are published in advance and distributed to each member of the Board of Directors and are physically posted at the school's entrance and office, and posted on the school website, for public viewing at least 72 hours in advance of regular meetings. Agendas for special meetings are posted in the same manner at least 24 hours before the meeting.

The Board may initiate and carry on any program or activity or may otherwise act in a manner which is not in conflict with or inconsistent with or preempted by any law and which are not in conflict with this charter or the purposes for which charter schools are established.

The Board may execute any powers delegated by law to it and shall discharge any duty imposed by law upon it and may delegate to an employee of the Charter School any of those duties with the exception of budget approval or revision, approval of the fiscal audit and performance report (if any), and the adoption of Board policies. The Board however, retains ultimate responsibility over the performance of those powers or duties so delegated. Such delegation will:

- Be in writing
- Specify the entity designated
- Describe in specific terms the authority of the Board of Directors being delegated, any conditions on the delegated authority or its exercise and the beginning and ending dates of the delegation
- Require an affirmative vote of a majority of Board members

Decisions of the Board are by majority vote. As consistent with the requirements of the California Corporations Code (Section 5211(a)(8)), an act or decision made by a majority of the directors present at a meeting duly held at which a quorum is present is an act of the Board. In accordance with the Brown Act, directors may participate in meetings via teleconference, so long as a minimum of a quorum of directors participates within the jurisdictional boundaries, that all votes are taken by roll call, and other prescribed requirements for teleconference participation are met, as detailed in the Bylaws.

The Board of Directors may, in its discretion, form committees, each consisting of two or more directors, in accordance with the Bylaws and applicable law, to accomplish the objectives and responsibilities of the Board and to ensure that the school meets achieves its mission and goals, including, but not limited to, a Finance Committee, Personnel Committee and Nominating Committee. Committee meetings are held in accordance with the Brown Act, as detailed in the Bylaws. Appointments to committees of the Board of Directors shall be by majority vote of the directors then in office. The Board of Directors may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting.

Contracted services shall be chosen, negotiated, monitored, audited and evaluated by the Board, to ensure the following:

- the reasonableness of the terms of the contract with costs reflecting a fair market value of services provided
- fidelity to the charter
- the academic success as measured by federal and state performance standards and the methods of measurement described herein
- the fiscally sound condition of the School

The School contracts with a business services provider with expertise in supporting charter schools for back-office support with payroll, budgeting, and financial reporting compliance, and is guided by the above principles in doing so.

V. PARENT/GUARDIAN INVOLVEMENT

Family participation plays a vital role in the effectiveness and quality of our program. Parents are encouraged to contribute volunteer time and to be part of the Parent Lighthouse Team, which functions as school site council in coordinating parent volunteers and input into school operations. The Site Director shall maintain a comprehensive list of volunteer opportunities including but not limited to the following:

- Assisting in the classroom
- Playground supervision before and after school and during recess
- Parent Lighthouse Team membership
- Lighthouse Team leadership
- Assisting during festivals
- Assisting in an enrichment class
- Hospitality (hosting a visiting teacher candidate or speaker)
- Service as "Class Parent"
- Service on the Board of Directors

- Coordinating and chaperoning field trips
- Coordinating sets and costumes, and helping with rehearsals, for annual class plays
- Assisting with fundraisers
- Assisting in the office

No child will be expelled from school or unable to participate in any school activities due to the failure of his or her parent or legal guardian participation.

In addition, AMPS strives to ensure frequent and comprehensive home-school communications and uses a variety of means to communicate effectively with parents, including, but not limited to: Website, Facebook, Twitter, Newsletter, School Messenger (phone calls), monthly breakfast meetings with the Executive Director and many other opportunities to connect including family nights and parent training.

ELEMENT E: EMPLOYEE QUALIFICATIONS

"The qualifications to be met by individuals to be employed by the charter school." Ed. Code § 47605(~~bc~~)(5)(E).

All employees shall be employees of Valley Preparatory Academy, Inc., an equal employment opportunity employer. Unlawful discrimination or harassment on the basis of race, color, religion, sex, gender, gender expression, gender identity, sexual orientation, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, genetic information, military or veteran status or any other characteristic protected by state or federal law is strictly prohibited.

Employees' job duties and work basis are negotiated in individual employment agreements, and general job descriptions have been and will be developed for each staff position in alignment with this charter petition. VPA, Inc. is committed to recruiting and hiring a community of professionals who are dedicated to the education of all students and the mission of the school.

AMPS is a school of choice, and no employee will be forced to work at Aspen Meadow or any other school operated by Valley Preparatory Academy, Inc.

VPA, Inc. complies with all applicable state and federal laws regarding background checks and clearance of all personnel, and prohibitions regarding the employment of any person who has been convicted of a violent or serious felony. School teachers and all paraprofessionals meet the requirements for employment of California Education Code § 47605(l) and the applicable provisions of ESEA. VPA, Inc. ensures that all core, college prep teachers hold a Commission on Teacher Credentialing certificate, permit or other document that a teacher in other public schools would be required to hold. The School actively recruits credentialed teachers to minimize the use of teachers holding emergency credentials.

The School complies with all state and federal laws concerning the maintenance and disclosure of employee records. The School complies with all applicable state and federal mandates and legal guidelines relative to ESEA.

I. CMO LEAD STAFF

A. VPA, INC. EXECUTIVE DIRECTOR

The Executive Director is the Chief Executive Officer (CEO) of Valley Preparatory Academy, Inc. She/he is responsible for the effective operation of the AMPS, and the general administration of all instructional, business, or other operations of the schools. She/he administers and supervises the school employees, leads development of educational program improvement, fosters a culture of positive, engaged learners, and serves as a strong advocate for the school's core values—including developmental philosophy and parental involvement.

She/he works closely with the Academic Director to plan and design innovative curriculum, and design and implement teacher training for effective curriculum implementation. She/he ensures that the school

program provides all students with core academics (i.e. reading and writing, math, social studies and science) and that students receive academic enrichment, including arts, music, and PE. She/he also works collaboratively with both CMO and school site staff, and the Board of Directors, to provide consistent and effective school leadership.

Summary of Essential Functions

The Executive Director is responsible for overseeing and supporting a high performing schools and building a world class organization. He or she is the primary liaison with other school leaders and governing board members, the Board of Directors, governmental agencies, legislators and the public. The Executive Director is expected to build partnerships locally and with national organizations that are committed to high-quality charter school authorizing.

The Executive Director is responsible for the overall planning, coordinating, and supervising of the Charter School operations, including its process for authorizing new charter schools and managing existing contracts. Much of this work is accomplished through establishing and maintaining high-quality, transparent systems of accountability.

The Executive Director sets strategic direction for the organization. The Executive Director works closely with and is accountable to the Board of Directors for ensuring efficient and productive Board meetings as well as carrying out the organization's mission and achieving its goals. The Executive Director oversees all central office staff and the Academic Director, who in turn supervises the Site Directors.

Performance Responsibilities

The Executive Director is responsible for:

- Meeting all goals and objectives established with the Board of Directors.
- Providing regular and accurate reports on progress, issues and recommendations to the Board.
- Performance management of schools.
- Staffing decisions for organization, including both schools.
- Developing an annual budget and maintaining the organization's fiscal health.
- Promoting and maintaining a positive climate by ensuring that all interactions with staff, schools, agencies and the public are prompt and courteous.
- Establishing and maintaining professional and cooperative working relationships with all stakeholders and partners.
- Encouraging innovative education decisions through the organization.
- Providing technical guidance and assistance to schools.
- Maintaining a high-functioning organization.
- Overseeing compliance with state and federal laws.
- Supervision of Central Office Administrative Team
- Oversee strategic planning process

Qualifications:

- Master's degree or higher required.
- At least five years of broad, varied and increasingly responsible experience with budgeting, information technology, personnel management, and organizational procedures.
- Demonstrated track record in a senior management position with a high-performing charter school or charter school network is desirable.
- Charter school and/or school district leadership experience desirable.

- Strong judgment and instincts around politics and policy, relationship building and partnerships, and balancing school accountability with technical support and assistance.
- Ability to build and maintain an effective organization committed to a common goal.
- Awareness of principles, methods, and procedures related to charter school operations, information technology and data management, budgeting and accounting.
- Awareness of laws, policies, and regulations pertaining to charter school operations and performance.
- Awareness of best practices in charter school authorizing.
- Ability to negotiate effectively.
- Establish and maintain cooperative/collaborative relationships with all schools and partners.
- Deal effectively and graciously with situations requiring tact and judgment.
- Lead a high-performing organization including high levels of employee satisfaction and team health.

B. ACADEMIC DIRECTOR

The Academic Director is an inspiring leader and communicator with substantial educational experience in charter, public, or private school settings. Reporting to the Executive Director, the Academic Director is responsible for development, alignment, and academic excellence of K-8¹² instructional programs. The Academic Director supervises and supports the Site Directors and oversees curriculum. In addition, some instructional support staff will report directly to the Academic Director. The Academic Director provides leadership, vision, and strategic direction for curriculum, instruction, assessment, and school improvement initiatives overseeing professional development. The ideal candidate will have a proven track record of attaining exemplary academic results.

Responsibilities

Leadership

- Develop and lead Site Directors and academic teams in their roles as instructional leaders
- Assist the Executive Director in the implementation of the Strategic Plan, with a focus on student success and academic excellence
- Implement the school's educational design, including standards, assessments, instructional guidelines, ability grouping, and school culture
- Participate in professional conferences, community outreach, and regional, state, and national educational organizations to stay current with relevant academic developments and to establish Flagstaff as an academic leader

Student Success

- Evaluate program effectiveness and acquire appropriate program resources to ensure that curricula are student focused and aligned with the school's missions, core values, academic standards, and strategic goals
- Ensure that curricula align with and exceed national and state standards and help create curricula that allow for efficient and effective pacing, sequencing, and lesson planning
- Create school-wide continuity in the academic sequence and unify school culture
- Professional Environment & Culture
- Empower Site Directors and school leaders to take ownership and be accountable.
- Focus on teacher development and establish an effective annual teacher evaluation plan.
- Assist Executive Director to increase job satisfaction and retain exceptional educators.

Qualifications:

- Master's degree in Education, Education Administration, or related field
- At least 7 years of professional experience (10+ preferred), with at least 3 years' experience as a school leader with a proven track-record of success; Charter school and/or district-level leadership position experience preferred.
- Demonstrated experience in effectively solving challenging problems through a positive, collaborative approach required.
- Demonstrated experience in the design, implementation, or management of curriculum, instructional practices, and teacher development required.
- Demonstrated success leading strategic educational initiatives that result in measurable improvements in student achievement required.
- Detailed knowledge of the CCSS, instructional technology, and innovative teaching practices preferred.
- Experience and knowledge of budget preparation and management in alignment with strategic priorities preferred.
- Demonstrated experience developing and delivering new curriculum to meet academic goals preferred.

The Academic Director reports to the Executive Director. The Academic Director will have oversight and ultimate responsibility for all academic staff at both schools, with specific supervisory duties for Site Directors.

II. INSTRUCTIONAL STAFF

A. SITE DIRECTOR

Responsibilities and Duties:

Student Achievement

- Lead and oversee the school's instructional program
- Analyze data with other teachers regularly to maximize student performance
- Ensure that every student shows achievement gains and that the school meets performance goals
- Teacher development and evaluation
- Plan appropriate professional development for all teachers
- Formally supervise, observe, and evaluate all school staff

School Leadership

- Model school values and set the standard for professional behavior by modeling the 7 Habits
- Supervise the teachers and staff
- Create a data-centered and leadership-oriented school culture
- Cultivate positive relationships with parents and the local community
- Interview and select teachers as part of the hiring team
- Communicate regularly with teachers, parents, and students both informally and through weekly staff and parent memos
- Ensure that the school runs smoothly, efficiently, and on budget

Skills and Characteristics

- Very strong classroom management and discipline skills
- Excellent communication skills, especially with students and parents
- Extremely high standards for student leadership and achievement
- Relentlessness - doing whatever it takes to ensure success
- Team player
- Willingness to aggressively seek administrative certification
- Belief in the VPA, Inc. mission and educational model
- Maturity, humility, strong work ethic, sense of humor, and “get it done” attitude
- Proven track record of instructional leadership and academic excellence, including English Learners and those with special needs
- Ability to work with students and staff and to motivate and engage them in a positive way
- Ability to demonstrate leadership and project management skills needed to facilitate a group or project

Qualifications:

- Bachelor’s degree required, master’s degree preferred
- Valid California Teacher Credential
- Administrative credential preferred with willingness to aggressively seek administrative certification
- At least four years of teaching experience
- Proven track record of instructional leadership and academic excellence, including English Learners and those with special needs
- Educational vision for and experience with low-income and/or minority children
- Willingness to continue established educational programs and investigate new research-based successful practices
- Demonstrated ability in helping teachers become skilled practitioners
- Proven track record in collaboration, teamwork and achievement results
- Excellent communication skills, especially with students and parents
- Extremely high standards for student leadership and achievement
- Relentlessness - doing whatever it takes to ensure success
- Team player
- Belief in the VPA, Inc. mission and educational model
- Maturity, humility, strong work ethic, sense of humor, and “get it done” attitude
- Ability to work with students and staff and to motivate and engage them in a positive way

B. TEACHERS

Responsibilities and Duties

- To provide each student with a caring, stimulating, learning environment that will cultivate emotional intelligence and enable each child to reach his/her fullest academic potential.
- Design, deliver instructional lessons to meet curriculum requirements adopted by the California State Board of Education
- Provide planned learning experiences that motivate students, utilize best practices, are inclusive of parent participation, adhere to AMPS’s educational model, and are developmentally appropriate
- Develop current lesson plans (daily and/or weekly) and instructional materials that provide

individualized and small group instruction in order to adapt the curriculum to the needs of each pupil

- Select and utilize appropriate instructional materials, aids, and supplies that assist in the development of innovative, well-organized units of study
- Identify, record, reflect on student needs and cooperate with the professional learning community to assess, plan, monitor, and implement methods to solve student health, attitude, and learning issues
- Work collaboratively with parents to design, deliver, manage learning experiences for all learners
- Establish and maintain high standards of student behavior needed to achieve optimal learning atmosphere in the classroom
- Provide a functional and attractive environment in the classroom conducive for learning and aligned to the curriculum
- Adhere to AMPS's Restorative Justice policy, and social/emotional learning policy
- Plan and coordinate the work of aides, teacher assistants, parents, and other paraprofessionals as appropriate
- Participate cooperatively in the system of evaluation as stated in the charter's guidelines.
- Administer assessments in a variety of forms (formative, summative, standardized, etc.) in accordance with the charter's testing programs
- Evaluate students' academic and social growth, keep appropriate records, prepare student reports and communicate with parents regarding their child's progress
- Communicate with parents, administration, colleagues in a timely, consistent manner
- Actively participate in a professional learning community
- Perform basic attendance accounting and business services as required in an accurate and timely manner
- Supervise students in out-of-classroom activities during the assigned working day. Share in the sponsorship of student activities and participate in faculty committees as agreed upon
- Attend all teacher in-service education
- Maintain professional competence through participation in additional in-service activities and other learning opportunities and/or self-selected professional growth activities

Qualifications:

- Bachelor's degree
- Valid Teaching Credential
- Committed to the school philosophy, vision, and mission
- Teaching experience at the K-8-6 level preferred

C. INTERVENTION SPECIALISTS

As discussed in Element 1, AMPS employs Intervention Specialists to administer the academic intervention programs and to assist with IEPs.

Responsibilities and Duties:

- Raise student achievement of special education students and students with educational gaps
- Work in conjunction with the Site Director to facilitate the development, refinement, and implementation of accommodations and modifications to curriculum and related assessments

to meet the academic needs of students eligible for special education services, as well as students demonstrating academic gaps

- Serve as an instructional resource for directors and teachers, for school initiatives and programs
- Plan, promote, and provide professional development that will improve instructional skills to include accommodations and modifications and state assessment decisions and underserved students with academic gaps, including training teachers on the use of interventions and analyzing student data to identify strengths and needs
- Regularly visit classrooms and model effective differentiated instructional strategies and lessons for teachers
- Assist in the process for the selection of instructional materials, visual media, and instructional software
- Participate in the evaluation of programs and instructional strategies
- Perform other duties as assigned

Qualifications:

- Bachelor's Degree; Master's Degree Preferred
- Special Education and Teacher Certification
- Two or more years' classroom experience in an urban setting teaching special education preferred
- Professional development presentation experienced preferred
- Prior training in curriculum development and proficiency in content-area curriculum and instructional strategies preferred
- Demonstrated ability to work collaboratively and successfully
- Embody and understand the 7Habits, and how they relate to the execution of his/her duties

D. AIDES/PARAPROFESSIONALS

AMPS employs non-certificated instructional support staff in the form of instructional aides and instructors of enrichment/non-core subjects. These staff members have an appropriate mix of subject matter expertise, professional experience, or demonstrated capacity to work successfully in the designated capacity. They do not assign grades or approve student work assignments without the approval of a teacher.

Responsibilities and Duties:

Instructional or Student Service:

- Supervise children in all indoor and outdoor activities ensuring a safe environment, especially during transitions and bathroom breaks
- Monitor the school's entryway, greeting parents and visitors to the school and maintaining school safety
- Supervise children during breakfast, lunch and snack time, encouraging good eating habits are developed
- Assist in teaching children to become responsible for their decisions and actions.
- Guide children's behaviors in a positive way that teaches self-respect along with respect for others and the community around them
- Encourage children to interact positively with other children and people around them
- Provide a wide variety of age appropriate activities that offers physical and emotional growth

- Prepare instructional materials needed to implement the daily activity plans with the classroom teacher
- Maintain open lines of communication with the classroom teacher and team to ensure individual needs of all children are met
- Prepare and distribute healthy snacks as necessary for children
- Lead the classroom if teacher is running late or requested a substitute
- Help and supervise during any field trip and school-related activities

Qualifications

- Documentation of High School Graduation and post-secondary units hold an associate degree from a recognized college or university or have completed 2 years of college with a minimum of 60 semester units (90 quarter units) from a recognized college or university)
- Candidates for teaching profession are preferred
- Demonstrated competency in mathematics and language arts as evidenced by transcripts or completion of a basic skills assessment
- Strong interpersonal, oral and written communication skills
- Demonstrated commitment to the AMPS vision and mission
- Meet all requirements needed for compliance with federal and state regulations

III. NON-INSTRUCTIONAL STAFF

A. OFFICE MANAGER

Responsibilities and Duties:

Non-Instructional Operations

- Efficiently implement all daily, non-instructional operations
- Supervise school operations staff including front office reception, food service, and maintenance
- Ensure all policies, logistical procedures, handbooks, and programs address the safety of students and staff
- Oversee distributions of all necessary student/family packets and other communications in coordination with Site Director
- Implement efficient operational systems and office procedures
- Manage food service personnel, vendors, food program documentation, compliance, reimbursement, payment system, safety, and quality controls
- Manage vendor relationship with transportation services
- Assist with logistics of student clubs, orientations, information nights, and other events

Facilities Operations

- Coordinate facilities projects and requests (e.g. space allocations and renovations, room changes, furniture orders)
- Develop facility maintenance plans and schedules
- Manage maintenance, janitorial, and pest control services
- Assist procurement and construction of new facilities, if applicable

School Operations

- Oversee student record keeping, student information, and attendance reporting
- Assist with student application process, lottery, and enrollment and ensure that procedures are compliant

- Oversee and assist with student supervision including arrival / dismissal, lunch, and break
- Coordinate all special student events such as field trips, in-school fundraising, and assemblies
- Oversee school risk management including health, safety, emergency plans, and student insurance

Qualifications:

- Bachelor's degree required or a minimum of three years in operations, facility management, human resources, information technology, relevant start-up, or accounting
- Experience in program development, counseling, and other administrative duties in the middle/high school setting is a plus
- Evidence of successful track record
- Flexibility and willingness to participate in projects outside articulated responsibilities above

B. ADMINISTRATIVE SUPPORT

Provide office support for all directors related to implementing their duties, including:

- Perform basic accounting and payroll, communications, office supervision, attendance tracking, clerical duties, and the operation of office equipment
- Perform clerical and administrative procedures for daily school operations
- Prepare correspondence, forms, reports, memoranda, and student attendance and enrollment data in an accurate and timely manner
- Assure that student data, permission slips, and other required paperwork are kept current for each student as needed
- Prepare and mail correspondence to students' parents
- Answer high volume of calls, return general voicemails or emails
- Contacting parents regarding absences, missing assignments, teacher concerns or student illness
- Implementing systems to support the work of teachers and administrative staff
- Independently, or in accordance with administrative instructions, developing school communications in English and Spanish based on a thorough knowledge of school policies, programs and systems
- Translating for parent meetings and school events
- Preparing and maintaining a variety of student, personnel and school records
- Maintaining and operating a variety of office equipment, such as the copy machine, printers, fax machine and scanners with speed and accuracy
- Assisting in the coordination of special events
- Place orders for office and classroom supplies
- Collect necessary paperwork and assist in the full enrollment of a new student
- Assist the Site Director and members of the administrative team, as directed

Qualifications include:

- High school diploma, some college credits earned/BA degree preferred
- Must be organized, creative, independent and self-motivated, enthusiastic, dependable, detail-oriented, flexible in scheduling and prioritization and driven by excellence
- Must possess good communication skills to present facts and recommendations effectively in oral and written form, including accurate grammar and business correspondence knowledge
- Demonstrated proficiency with letter and report writing, accurate mathematical calculations, word processing, record keeping and data collection systems

- Interpersonal skills to establish and maintain effective relationships; demonstrated ability to communicate in situations requiring tact and poise; skilled in confidentiality and discretion
- Must be able to adjust tasks and focus with composure, and in accordance with changing deadlines and priorities

ELEMENT F: HEALTH AND SAFETY PROCEDURES

~~"The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following:~~

~~(i) That each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.~~

~~(ii) The development of a school safety plan, which shall include the safety topics listed in sub paragraphs (A) to (J), inclusive, of paragraph (2) of subdivision (a) of Section 32282.~~

~~(iii) That the school safety plan be reviewed and updated by March 1 of every year by the charter school." (Ed. Code § 47605(c)(5)(F).)~~

~~"The procedures that the school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the school furnish the school with a criminal record summary as described in Section 44237." Ed. Code § 47605(b)(5)(F).~~

AMPS has developed a Safe School Plan and will continue to comply with all applicable laws and policies applicable to public charter schools. The AMPS Safe School Plan outlines safety procedures for fire, earthquake, and harmful intruders (lockdown drills). All staff is trained on emergency and first aid response according to state standards and training programs.

In order to provide safety for all students and staff, VPA, Inc has adopted and implements full health and safety policies and procedures and risk management policies at its school site in consultation with its insurance carriers and risk management experts.

The health and safety of staff and students is the highest priority for the school. VPA, Inc. has adopted comprehensive, site-specific Health and Safety Policies and Emergency Policies and Procedures (collectively, Policies and Procedures), including policies regarding the acquisition and maintenance of adequate onsite emergency supplies. Pursuant to Assembly Bill 806, AMPS shall develop its comprehensive school safety plan pursuant to the requirements of AB 806 and the relevant Education Code requirements, including Education Code Section 32282, and shall review and update the plan annually by March 1.

~~These Policies and Procedures are in place and~~ AMPS trains all staff at least once annually in these Policies and Procedures. Emergency response drills are held regularly for all students and staff. VPA, Inc. ~~periodically reviews, and modifies as necessary, its Health and Safety Policies and Emergency Policies and Procedures, and keeps~~ these documents readily available at the school site for use and review upon request.

The Health and Safety Policy address the following areas, at a minimum:

- Child Abuse Reporting
- Child predators (gates, walls, child pick-up and drop-off, etc.)
- Sexual/Other Harassment Reporting
- Asbestos management

- ADA adherence
- Food service safety
- Blood borne pathogens
- Pest management
- FERPA
- Immunizations
- TB Testing
- Medication in school
- Vision, hearing, and scoliosis screening, per code
- Student Illness & Injury Policies

Emergency Policies and Procedures address the following areas, at a minimum:

- Earthquake
- Fire
- Terror threats
- Hostage situations
- School lock-down procedures
- Evacuation plans
- Safety drills
- Annual testing of sprinkler systems, fire extinguishers, and fire alarms

PROCEDURES FOR BACKGROUND CHECKS

All employees and all volunteers performing services that are not under the direct supervision of an employee, and any onsite independent contractors or vendors having unsupervised contact with students are required to submit to criminal background checks and fingerprinting in accordance with Education Code sections 44237 and 45125.1~~state law~~. All non-credentialed applicants for employment must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law, pursuant to Education Code sections 44830.1 and 45122.1. Volunteers who will be outside the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering on campus. The ~~Executive Director~~ Site Director shall monitor compliance with this policy for school site personnel and volunteers; the Executive Director shall monitor compliance for central office staff (the Board President shall monitor fingerprinting and background clearance of Executive Director) and make quarterly reports to the Board. AMPS maintains on file and available for inspection evidence that VPA, Inc. has performed criminal background checks for all employees and documentation that vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students. VPA, Inc. shall also ensure that the Site Director receives subsequent notifications of all individuals subject to background checks from the Department of Justice to ensure the ongoing safety of its students.

FACILITIES COMPLIANCE WITH STATE AND LOCAL BUILDING CODES

AMPS shall comply with Education Code section 47610 by utilizing facilities that are either compliant with the Field Act or facilities that are compliant with the California Building Standards Code. The Charter School agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The Charter School shall

conduct fire drills as required under Education Code section 32001 and in conjunction with the FUSD (if at District facilities).

FACILITIES COMPLIANCE WITH FEDERAL REQUIREMENTS, INCLUDING THE AMERICANS WITH DISABILITIES ACT

AMPS shall comply with all federal requirements for public charter school facilities, including applicable provisions of the Americans with Disabilities Act.

SCHOOL SAFETY PLAN

The following is a summary of the Health and Safety Policies and Procedures of AMPS. AMPS may implement temporary instructional or operational changes as necessary to respond to emergencies (including but not limited to fire, flood, earthquake, actual or threatened war or terrorism, civil disorder, epidemics or health outbreaks) and/or to comply with applicable federal, state, and local orders. These changes shall not require a material revision.

ROLE OF STAFF AS MANDATED CHILD ABUSE REPORTERS

In accordance with state law, all teachers and staff are mandated to report any suspected child abuse and will follow all applicable reporting laws. The procedure for the mandated individual is to immediately make a call to the Department of Children and Family Services. The mandated reporter then files a report within 36 hours of first becoming aware of a suspected case of child abuse. The report is with either the Police Department Child Abuse Unit or the Department of Children and Family services. The mandated individual will meet with the appropriate authorities accordingly and inform the administrator that a report has been made. Staff members receive in-service training in accordance with Education Code section 44691 and sign a document verifying notification and understanding regarding this responsibility.

BLOOD-BORNE PATHOGENS

AMPS meets state and federal standards for dealing with blood-borne pathogens and other potentially infectious materials in the workplace. It has a written "Exposure Control Plan" designed to protect employees from possible infection due to contact with blood-borne viruses, including human immunodeficiency virus (HIV) and hepatitis B virus (HBV). Whenever exposed to blood or other body fluids through injury or accident, students, and staff follow the latest medical protocol for disinfecting procedures.

TUBERCULOSIS RISK ASSESSMENT AND EXAMINATION

TB TESTING

Employees, and volunteers who have frequent or prolonged contact with students, will be assessed and examined (if necessary) for tuberculosis prior to commencing employment and working with students, and for employees at least once each four years thereafter, as required by Education Code section 49406. AMPS shall maintain TB clearance records and certificates on file.

~~Faculty and staff are assessed or examined for tuberculosis ("TB") prior to commencing employment and working with students, in the manner required by Education Code Section 49406, as amended.~~

IMMUNIZATIONS

AMPS will adhere to all laws related to legally required immunizations for entering students as is required of public schools pursuant to Health and Safety Code sections 120325-120375, and Title 17, California

Code of Regulations section 6000-6075. AMPS will also monitor and comply with all federal and state or District mandates regarding COVID vaccines.

AMPS adheres to all law related to legally required immunizations for entering students pursuant to Health and Safety Code §120325-120375, and Title 17, California Code of Regulations §6000-6075.

MEDICATION IN SCHOOL

AMPS will adhere to Education Code section 49423 regarding administration of medication in school. AMPS will adhere to Education Code section 49414 regarding epinephrine auto-injectors and training for staff members. Students requiring prescription medications and other medicines during school hours are accommodated. Parents must bring medication to the office in the original containers, with the name of the prescribing physician, the name of the student, and dispensing instructions. Parents complete the appropriate form authorizing school staff to administer medication. Designated staff put medications in a locked cabinet or refrigerate as needed for medications requiring refrigeration. Designated staff log times for administering medications for each student and establish a tickler system to ensure that medications are dispensed at the appropriate times. Designated staff call students to receive medications at the appropriate times. In cases where medications are long-term prescriptions, designated staff provide parents with one week's notice to alert them that additional medications are needed.

AUXILIARY SERVICES

School staff conduct annual reviews to ensure all auxiliary services are safe by developing appropriate policies and awareness training.

VISION/HEARING/SCOLIOSIS

AMPS adheres to Education Code §49450, *et seq*, to provide screening of students' vision and hearing and for scoliosis to the same extent required of non-charter public schools, as applicable to the grade levels served by AMPS grades 9-12.

SUICIDE PREVENTION POLICY

AMPS shall maintain a policy on student suicide prevention in accordance with Education Code section 215 and review the policy at least once every five years.

EMERGENCY PREPAREDNESS

Valley Prep Aspen Meadow adheres to its Emergency Preparedness Handbook containing procedures for safety, drafted specifically to the needs of the school site. This handbook includes but is not ~~be~~ limited to the following responses: fire, flood, earthquake, terrorist threats, and hostage situations. All staff members receive detailed annual training on emergency procedures. The handbook shall be kept on file for review.

Staff shall receive training in emergency response, including appropriate "first responder" training or its equivalent.

Fire Drills

Fire drills are held at least twice a semester. Office personnel maintain a record of fire drills held and total required time for complete evacuation. When the fire drill signal sounds, teachers lead the students in their room along the route indicated on the evacuation map posted for that purpose. Before leaving the room, teachers close all windows and doors have their class attendance roster with them.

Students who are not in a classroom at the time the fire drill signal is given attach themselves to the nearest teacher exiting the building for purposes of getting to the designated evacuation site.

Once at the designated evacuation site, teachers and other staff ensure that all students find their respective teachers. Teachers take roll to ensure that all students are accounted for. The names of any missing students are given to the office personnel, and administrative staff attempt to locate missing students. Students remain with their teachers at the designated evacuation site until the administrative staff gives the “all clear” signal.

Disaster Drills (I.E. EARTHQUAKE)

Disaster drills are conducted at least once every two months. Students are made familiar with the “duck and cover” routine. A disaster drill commencing with the “duck and cover” routine is initiated by an announcement over the intercom. Staff and students hear “This is an emergency drill. Duck and cover.” During the “duck and cover” routine in the classroom, teachers turn off the lights and have students get under a desk or table or against the wall away from the windows. Students must remain quiet and orderly so they will be able to hear additional instructions when given. All drills are concluded with an “all clear” announcement on the intercom, or a visible signal from the administrative staff.

In the case of a real earthquake, everyone must engage in the “duck and cover” routine immediately and remain in position until the teacher determines that it is safe to leave the building. If remaining in the room becomes dangerous, or when the shaking stops, teachers proceed with their students to the evacuation site or another safety zone. If students are in an outdoor area when a disaster drill is called or during an actual earthquake, students are to drop immediately to the ground, away from trees and power lines, and cover their heads with their hands. They are to remain in that position until given additional instructions.

In the case of disasters other than earthquakes, the administrative staff contact each room, advise staff of potential dangers, and give further directions or orders. Teachers and students remain in their classrooms until instructions are received for an all clear or an evacuation. For safety purposes, no one is to leave the rooms. If there has been a chemical spill, the teacher must make sure that all doors, windows, and vents remain closed. The school site maintenance staff turn off the gas. All unassigned staff report to the office for assignments such as searching offices, bathrooms, and all other common areas, including outdoor facilities.

Teachers stay with their classes for the duration of the emergency. In the event of an earthquake or other national disaster, all school employees are immediately designated “Civil Defense Workers” and are not allowed to leave school until they are given official clearance to do so by the administrative staff.

Bomb Threats

The person receiving the call or letter will note the time of day, wording of the message, background noises, and quality of the voice to try to determine if it is a child or an adult. This person will delay the caller as long as possible, while they alert another adult to the crisis. That adult will immediately notify the telephone company to trace the call and immediately thereafter, notify the police using 911.

Based on the information at hand, the administrative staff will make a decision whether an immediate evacuation is warranted. If so, a designated evacuation code word will be given over the intercom and evacuation procedures will be followed. The office personnel will coordinate information requests to and/or from law enforcement, the telephone company, and parents.

If an immediate evacuation is not warranted, the administrative staff will notify teachers to inspect their room for any suspicious materials or unknown packages, without alarming students. All unassigned staff will report to the office for assignments such as searching offices, bathrooms, and all other common areas, including outdoor facilities.

Lock-Downs

This action is taken when the threat of violence or gunfire is identified or directed by law enforcement and it is necessary to prevent the perpetrator(s) from entering occupied areas. During Lock Down, students are to remain in the classrooms or designated locations at all times. A designated Lock Down code word will be given over the intercom and Lock Down procedures will be followed. If inside, teachers will instruct students to lie on the floor, lock the doors, and close any shades or blinds if it appears safe to do so. If outside, students will proceed to their classrooms if it is safe to do so. If not, teachers or staff will direct students into nearby classrooms or school buildings (e.g., auditorium, library, cafeteria, gymnasium). Teachers and students will remain in the classroom or secured area until further instructions are given by the Site Director or law enforcement. The front entrance is to be locked and no visitors other than appropriate law enforcement or emergency personnel are to be allowed on campus. The office personnel will coordinate information requests to and/or from law enforcement and parents.

Evacuation Plan

A disaster of a significant nature may require the evacuation of the school. Immediately upon notification by outside authorities that the school must be evacuated, the administrative staff will verify the name and position of the person placing the alert. Once the source is confirmed, the administrative staff will give the designated evacuation code word over the intercom. Teachers will proceed with their students to the nearest school exit indicated on the evacuation map posted for this purpose. Before leaving the room, teachers will make sure they have their class attendance roster with them. Students who are not in a classroom at the time the intercom signal is given will attach themselves to the nearest teacher exiting the building for purposes of getting to the designated evacuation site.

Prior to evacuation, offices, bathrooms, and all other common areas, including outdoor facilities will be searched by unassigned staff members designated by the administrative staff.

Once at the designated evacuation site, teachers and other staff will ensure that all students find their respective teachers. Teachers will then take roll to ensure that all students are accounted for. The names of any missing students will be given to the office personnel and an individual will be assigned the task of finding any missing students. Teachers will work together to take care of students with injuries, respiratory problems, or other medical conditions.

Teachers will stay with their classes for the duration of the emergency. In the event of an evacuation, all school employees are immediately designated "Civil Defense Workers" and are not allowed to leave school until they are given official clearance to do so by the administrative staff.

Students will remain with their teachers at the designated evacuation site until the administrative staff gives the "all clear" signal. In the event students cannot return to the school site, the administrative staff will notify parents and/or the media as to where students can be picked up. The office personnel will sign out students as they are being picked up by a parent or other adult listed on the emergency

information card. Parents will be asked to remain in a designated area, and students will be escorted to the designated area for release.

STAFF RESPONSIBILITIES

All employees are responsible for their own safety, as well as that of others in the workplace. AMPS relies upon its employees to ensure that work areas are kept safe and free of hazardous conditions. Employees report any unsafe conditions or potential hazards to their supervisor immediately. If an employee suspects a concealed danger is present on the premises, or in a product, facility, piece of equipment, process, or business practice for which AMPS is responsible, the employee will bring it to the attention of their supervisor, the Site Director, or Director immediately. Supervisors will arrange for the correction of any unsafe condition or concealed danger immediately and will contact the Executive Director regarding the problem.

Employees are required to report any workplace injury or accident to their supervisor as soon as possible, regardless of the severity of the injury or accident. If medical attention is required immediately, supervisors assist employees in obtaining medical care, after which the details of the injury or accident must be reported.

Periodically, VPA, Inc. may issue rules and guidelines governing workplace safety and health. All employees will familiarize themselves with the rules and guidelines, as strict compliance will be expected. Failure to comply with rules and guidelines regarding health and safety or work performance will not be tolerated.

DRUG FREE/ALCOHOL FREE/SMOKE FREE ENVIRONMENT

Aspen Meadow Public School shall function as a drug, alcohol and tobacco-free workplace.

FEMININE HYGIENE PRODUCTS

Pursuant to the requirements of Education Code section 35292.6, AMPS shall ensure at least 50 percent of the school's restrooms are stocked with feminine hygiene products at all times should the school maintain any combination of classes from grade 6 to grade 12, inclusive, that meets the 40-percent pupil poverty threshold required to operate a schoolwide program pursuant to section 6314(a)(1)(A) of Title 20 of the United States Code.

AMPS shall not charge for any menstrual products provided to pupils, including, but not limited to, feminine hygiene products as that term is defined in Education Code section 35292.6(c).

COMPREHENSIVE SEXUAL HARASSMENT POLICIES AND PROCEDURES

AMPS is committed to providing a school that is free from sexual harassment, as well as any harassment based upon race, color, religion, sex, gender, gender expression, gender identity, sexual orientation, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, genetic information, military or veteran status or any other characteristic protected by state or federal law. VPA, Inc. has developed a comprehensive policy regarding discrimination or harassment (including employee to employee, employee to student, and student to employee misconduct). Pursuant to AB 543, the policy against sexual harassment is provided to new and continuing pupils during every orientation session. Misconduct of this nature is promptly addressed in accordance with AMPS's policy.

FERPA

VPA, Inc., employees and officers, will comply with the Family Educational Rights and Privacy Act (FERPA) at all times.

STUDENT RECORDS

VPA, Inc. will adhere to procedures related to confidentiality and privacy of student records. AMPS keeps student records in a locked file cabinet to which only designated staff will have keys, in accordance with policies. Student special education files are kept in separate locked cabinets to which only staff designated to have access shall have keys. Electronic student information systems use password protected accounts to ensure the same limits on access to student files. In the event that a student enters the school upon transfer from an existing district school, the student's records are requested from the respective district.

CUSTODIAN OF RECORDS

In accordance with California Department of Justice requirements, the Head of School shall serve as AMPS's Custodians of Records.

IMMIGRATION POLICY

AMPS will comply with the requirements of Education Code section 234.7 by adopting policies consistent with the guidance and model policies issued by the California Attorney General.

STUDENT DEBTS

The Public School Fair Debt Collection Act (Education Code section 49014, Assembly Bill 1974 [2018]) mandates that a pupil can never owe or be billed for a debt owed to a charter school. As such, AMPS school shall comply with all provisions of the Public Schools Fair Debt Collection Act, including the prohibition on taking any negative actions against a pupil because of a debt, prohibiting a debt collector from making a negative credit report for such a debt and prohibiting a charter school from selling debt to debt collector.

MENTAL HEALTH SERVICES

AMPS will notify parents and pupils at least two times per school year about how to access pupil mental health services on campus or in the community or both per the requirements of Assembly Bill 2022 (Education Code section 49428).

BULLYING

AMPS shall adopt procedures for preventing acts of bullying, including cyberbullying, and shall make available to certificated school site employees and all other school site employees who have regular interaction with pupils an online training module developed by the California Department of Education regarding bullying and bullying prevention in compliance with Assembly Bill 2291 (Education Code sections 234.4, 234.6 and 32283.5).

ANTI-DISCRIMINATION AND HARASSMENT POLICIES AND PROCEDURES

AMPS is committed to providing a school that is free from discrimination and sexual harassment, as well as any harassment based upon the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, immigration status, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, immigration status, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance or regulation. AMPS shall develop a comprehensive policy to prevent and immediately remediate any concerns about discrimination or harassment at the Charter School (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with AMPS's anti-discrimination and harassment policies.

AMPS will require all employees to undergo sexual harassment and abusive conduct training for the duration and frequency as required by California law.

SAFE PLACE TO LEARN ACT

AMPS shall comply with all applicable requirements of the Safe Place to Learn Act, Ed. Code section 234 et seq., including the posting of the required school policies on its website.

TRIBAL REGALIA/OBJECTS OF RELIGIOUS OR CULTURAL SIGNIFICANCE

AMPS will allow students to wear traditional tribal regalia or items of religious, cultural and tribal significance to school graduation ceremonies held by AMPS and would allow the school, under specific circumstances as set forth in the law (Education Code section 35183.1), to limit items that would create a substantial disruption of, or material interference with, the school ceremony.

CHILD HUNGER PREVENTION AND FAIR TREATMENT ACT

The Child Hunger Prevention and Fair Treatment Act of 2017 (Education Code section 49557.5), among other things, requires certain local educational agencies, as defined, that provide school meals through the federal National School Lunch Program or the federal School Breakfast Program to ensure that a pupil whose parent or guardian has unpaid school meal fees is not shamed, treated differently, or served a meal that differs from what a pupil whose parent or guardian does not have unpaid school meal fees would receive under that local educational agency's policy.

AMPS will ensure that a pupil whose parent or guardian has unpaid school meal fees is not denied a reimbursable meal of the pupil's choice because of the fact that the pupil's parent or guardian has unpaid meal fees and ensure that the pupil is not shamed or treated differently from other pupils.

MIGRATORY CHILDREN

AMPS will allow a pupil who is a migratory child to continue attending their school of origin regardless of any change of residence of the pupil. AMPS will inform a pupil who is a migratory child and that pupil's

parent or guardian of the impact of remaining in the school of origin on the eligibility of that pupil to receive migrant education services.

COMPLIANCE WITH STATE AND FEDERAL ENVIRONMENTAL LAWS

AMPS shall comply with all applicable state and federal environmental laws pertaining to its charter school operations and facilities.

ELEMENT G: RACIAL AND ETHNIC BALANCE

"The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. Upon renewal, for a charter school not deemed to be a local educational agency for purposes of special education pursuant to Section 47641, the chartering authority may consider the effect of school placements made by the chartering authority in providing a free and appropriate public education as required by the federal Individuals with Disabilities Education Act (Public Law 101-476), on the balance of pupils with disabilities at the charter school." (Ed. Code § 47605(c)(5)(G).)

~~"The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted." Ed. Code § 47605(b)(5)(G).~~

VPA, Inc. complies with all federal and state laws regarding recruitment and enrollment of diverse students, including students of color, students with disabilities (SWD) and English Learners (ELs), including students Redesignated Fluent-English Proficient (RFEP). No Child Left Behind (NCLB) and its Public School Choice provisions (or any new legislation authorized at the federal or state levels regarding public education and specifically "Public School Choice.") Any Public School Choice AMPS students are eligible for all applicable instructional and extra-curricular activities at the school. As illustrated in the following table, AMPS' enrollment closely tracks FUSD enrollment, with 72% Hispanic/Latinx students (compared to 69% at the District), 11% Black (higher than FUSD's 8%), 4% Asian (lower than FUSD's 12%), 8% White (on par with FUSD's 9%) and 4% Two+ Races (on par with FUSD's 3%). The rate of socioeconomically disadvantaged students (SED) at AMPS was 78% (compared to 87% across FUSD); 19% of our TK-8th grade students were EL's with another 7% RFEP, compared to 18% ELs and 17% RFEP at FUSD in grades TK-12; the rate of Students with Disabilities (SWD) is slightly higher with 14% at AMPS and 12% at FUSD; and finally, AVPA has more Foster/Homeless students (4%) than FUSD (1%):

	Enrollment 2020-2021	% Hispanic/ Latinx	% Black	% Asian	% White	% Two + Races	% SED	% EL	% RFEP	% SWD	% Foster/ Homeless
Aspen Meadows Public School (TK-8)	257	72%	11%	4%	8%	4%	78%	19%	7%	14%	4%
Fresno Unified School District (TK-12)	72,419	69%	8%	12%	9%	3%	87%	18%	17%	12%	1%

Source:

<https://data1.cde.ca.gov/dataquest/DQCensus/EnrELAS.aspx?cds=10621660106740&aqqllevel=School&year=2020-21>

As a recipient of federal funds, including federal Title I, Part A funds, AMPS abides by all applicable federal program requirements. This includes, but is not limited to, documentation related to funding, required parental notifications, appropriate credentialing of teaching and paraprofessional staff, the implementation of Public School Choice and Supplemental Educational Services, where applicable, or any other mandated federal program requirement. These mandated requirements include, but are not limited to, the following:

- Notify parents at the beginning of each school year of their “right to know” the professional qualifications of their child’s classroom teacher including a timely notice to each individual parent that the parent’s child has been assigned, or taught for four or more consecutive weeks by, a teacher who is not highly qualified does not meet the applicable teaching credentialing requirements at the grade level and subject area in which the teacher has been assigned
- Develop jointly with, and distribute to, parents of participating children, a school-parent compact
- Hold an annual Title I meeting for parents of participating Title I students
- Develop jointly with, agree on with, and distribute to, parents of participating children a written parent involvement policy
- Submit biannual Consolidated Application to California Department of Education (CDE) requesting federal funds
- Complete and submit Local Education Agency (LEA) Plan to CDE
- Complete reform planning process with stakeholders and submit to CDE all appropriate documents for Title I School wide Program eligibility and status, if applicable; otherwise, identify and maintain roster of eligible students for the Title I Targeted Assistance School Program
- Maintain inventory of equipment purchased with categorical funds, where applicable
- Maintain appropriate time-reporting documentation, including semi-annual certification and personnel activity report, for staff funded with categorical resources, where applicable.

AMPS’s Site Director bears primary responsibility for student recruiting and outreach, with support of VPA, Inc.’s Executive Director. In recognition of the fact that parents and students are the best ambassadors for our programs, parents of students at AMPS assist in outreach, including tours and open houses at the school. All families on the AMPS waiting list for enrollment will be informed about Aspen Valley as another option, though both schools maintain wait lists for enrollment.

I. OUTREACH CAMPAIGN

AMPS implements a student recruitment strategy that includes, but is not limited to, the following strategies designed to achieve a racial and ethnic, SWD and EL (including RFEP) balance that is reflective of the general population residing within the boundaries of the FUSD. Enrollment and recruiting advertisements for the school clearly state that the “school services students with disabilities in the least restricted environment.” AMPS conducts outreach in English and Spanish in order to ensure families with limited or no English proficiency are aware of our school and the opportunity to enroll.

AMPS holds at least one orientation meeting in English and Spanish per month in the three months preceding the annual lottery. The Site Director meets with community leaders and attends community events in the months leading up to the lottery, including:

- Local Council Members/Field Offices: Clint Olivier, Oliver Baines, Jim Patterson
- Neighborhood Association meetings and events, specifically: Lowell and Jefferson community groups
- Business Association meetings and events, specifically: Downtown Rotary Club, Cultural Arts Rotary Club, etc.
- Neighborhood Religious Institutions, specifically: CARE Fresno, Rescue the Children, Onramps Community Church, Bethany Inner City Church, Hope Now For Youth and others.

Finally, as needed, AMPS staff and volunteers engage in door-to-door outreach and flying at local businesses surrounding the school (groceries/markets, laundromats, health clinics, etc.) to ensure that those “hardest to reach” families are informed about Aspen Meadow Public School.

II. COMMUNITY PARTNERSHIPS

The Executive Director and/or Site Directors will leverage AMPS’s existing partnerships and meet with additional community organizations regarding potential partnerships and assistance (ranging from posting and distributing flyers to hosting information sessions for the population they serve to collaboration on services for AMPS students. AMPS will participate in community events to distribute information about the school, including the numerous annual cultural festivals in Fresno, local farmer’s markets, and other community events. As the school grows, students may engage in service-learning projects at local middle and elementary schools (campus beautification, tutoring younger students, etc.), which will help to increase awareness about the school.

The Site Director may also seek media coverage and place advertising in appropriate local media. Social media including Facebook, Instagram, Twitter and more will be leveraged through student, parent and staff posts to help generate interest and excitement about our new school.

AMPS conducts outreach strategies as needed to recruit a student population that is reflective of the racial and ethnic balance of the District. The Site Director tracks all outreach activities and applications generated from each endeavor (where possible) in order to inform future outreach efforts that will yield the most success in generating a diverse school population. AMPS conducts student and parent surveys at least once annually which include questions that elicit satisfaction levels and suggestions to continually improve the school’s multicultural environment. [Our English Learner Advisory Committee \(ELAC\) helps school leadership evaluate our programs and services for students who are EL \(including RFEP\), including outreach practices and their efficacy in recruiting EL students.](#)

ELEMENT H: ADMISSIONS REQUIREMENTS

~~“Admission policies and procedures, consistent with subdivision (e).” (Ed. Code § 47605(c)(5)(H).)~~

~~In accordance with AB 699 enacted on October 4, 2017, the school’s non-discrimination provision shall include immigration status.~~

~~“Admission requirements, if applicable.” Ed. Code § 47605(b)(5)(H).~~

AMPS is an open enrollment, tuition-free public school with no specific requirements for admission (e.g., minimum grade point average, test scores, discipline records, etc.). AVPA shall be nonsectarian in its programs, admission policies, employment practices, and all other operations. Enrollment shall be open to any resident of the State of California. AMPS enrolls all pupils who wish to attend to the extent that space allows. CA Ed. Code § 47605(~~de~~)(2)(A). If the number of students who wish to attend the school exceeds capacity, entrance shall be determined by single random public drawing in accordance with Education Code §47605(~~de~~)(2) and all federal requirements. Preference shall be extended to pupils currently attending the charter school and pupils who reside in the school district except as provided for in Section 47614.5.

AMPS adheres to the provisions of the McKinney-Vento Homeless Assistance Act and ensure that each child of a homeless individual and each homeless youth has equal access to the same free, appropriate public education as provided to other children and youth.

AMPS shall not require a parent/legal guardian/student to provide information regarding a student’s disability, gender, gender identity, gender expression, nationality, legal or economic status, primary language or English Learner status, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, or any other information that would violate federal or state law, prior to admission, participation in any admissions or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment. It does not request or require submission of a student’s IEP, 504 Plan, or any other record or related information prior to admission, or as a condition of admission or enrollment. It may request information necessary to apply specific admissions preferences set forth in this charter.

No test or assessment shall be administered to students prior to acceptance and enrollment into the school. Post-matriculation, various assessments may be administered to further determine readiness or maintenance of the said grade. Post-matriculation testing is done for all students.

I. PUBLIC RANDOM DRAWING

AMPS has established an annual recruiting and admissions cycle, which includes reasonable time for all of the following: (1) outreach and marketing; (2) information sessions for students and parents held in English and Spanish at the school site; (3) an application period; (4) a lottery, if necessary; and (5) enrollment. The school may fill vacancies or openings that become available after this process using either a waiting list or any other non-discriminatory process.

Should a random public drawing be necessary, AMPS shall conduct a disparate impact analysis to ensure that its lottery procedures and preferences do not result in a disparate impact relating to any of the following protected characteristics: actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics.

VPA, Inc. uses a standardized application form required of all prospective students. Included with the application form is an information sheet detailing the educational philosophy and other information about AMPS, along with details about the lottery procedures and timing (if necessary), including statement that parents need not attend to secure a space for their child.

Lottery Applications are made available in January and are due by March 31.

A. ADMISSION PROCESS AND OPEN ENROLLMENT

In order to be included in the admissions lottery (if a lottery is necessary), families must submit a Lottery Application form by the stated deadline that includes the student's name, grade, birthday, and contact information for the family. Application materials are available in English and Spanish. All interested families are required to submit a completed Lottery Application Form directly to the school before 4:30 p.m. on the date of the annual deadline, which will be clearly indicated on the form and in all communications and notices (websites, flyers, etc.). Submitted Lottery Application Forms will be date- and time-stamped and student names will be added to an application roster to track receipt. Families who apply after the enrollment deadline will be added to the wait list in the order the applications are received.

The open application period is advertised in English and Spanish through flyers, posters in prominent locations throughout the community, during informational meetings for parents, and announced on the school's website, as detailed in Element G.

Following the open enrollment period, applications are counted to determine if any grade level has received a number of applications that exceed available seats. If the number of students who have applied for any grade exceed capacity as of the date of the application deadline the school will hold a public random lottery to determine enrollment for the impacted grade level. In the event there are fewer Lottery Applications submitted than spaces available for a particular grade as of the application deadline, all applicants will be admitted and sent Enrollment Packets; the school will continue to conduct outreach and students will continue to be admitted on a first come-first served basis until the grade is full, with any additional applicants placed on a waiting list in the order they are received.

All admissions timelines will be subject to annual review and adjustment by the Board of Directors to meet the needs of the school while providing ample time for applicants. Changes will be reflected in adopted Board policies.

B. PUBLIC RANDOM DRAWING PROCEDURES

In the event a lottery is necessary, the lottery will be held in a public setting. Public notice will be posted with the date and time of the public drawing, in English and in Spanish, at least two weeks prior to the drawing. Public notice for the lottery will be distributed to families who have submitted applications and

will be posted at AMPS and on the school's website. Additionally, the date, time, and location of the lottery will be stated in the application and marketing materials. The lottery will take place at AMPS. The lottery will be held after school hours or in the evening. The lottery will be conducted by the Executive Director, or by his/her designated school employee(s). A representative from FUSD will be invited to attend to ensure the fairness and transparency of the lottery process.

In accordance with California Education Code and applicable federal guidance, the following students will be exempt from the lottery:

- (1) Current students enrolled in the school;
- (2) Siblings of enrolled students, including foster siblings;
- (3) Children of teachers or staff (not exceed 10% of student population).

Admissions preference will be given for the following applicants:

- (1) Children in foster care or who are homeless⁸
- (2) Residents of the District

No other admissions exemptions or preferences are assigned. In accordance with Section 49011, preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment. The VPA, Inc. Board may review and revise this preference policy as necessary for the well-being of the school.

Lottery spaces are drawn in order of grade level by the Director-designated lottery official, and recorded by an AMPS employee. Once a grade level is drawn to capacity, applications continue to be drawn for position on a wait list. Students who are not granted enrollment for the next school year remain on the waiting list until the end of the school year for which the lottery was conducted unless otherwise requested by the parent to be taken off. Non-admitted students must reapply for the following year.

Lottery Application Forms, the manual record of all lottery participants and their assigned lottery numbers, and other lottery-related documents are physically filed on campus, and lottery results and waiting lists are readily available in the school's main office for inspection upon request. Each application is kept on file for the academic year with the applicant's assigned lottery number in the school database and on his or her enrollment application.

Parents are informed of lottery results in writing within 10 days of the lottery. Each student offered a space is required to complete an enrollment packet within two weeks of receiving the letter indicating that a spot is available for the student. The school will hold an information session after the lottery and before the Confirmation Deadline to supply additional information and to assist families in filling out forms.

The enrollment packet is comprised of the following:

- Completion of a student enrollment form
- Proof of Immunizations

⁸ "Homeless" will be defined -- consistent with federal law -- as: children who are living in a sheltered or transitional temporary housing program, "doubled up" with another family due to economic hardship, or "unsheltered" (car/camp site).

- Home Language Survey
- Completion of Emergency Medical Information Form
- Proof of age requirements, e.g. birth certificate
- Application for Free or Reduced-Price Lunch
- Family Handbook

AMPS staff are available to assist families in completing the enrollment forms. An orientation meeting is held during the enrollment period (between notification and the Confirmation Deadline) to provide parents and students with more information about the school and answer their questions. Attendance is not required. Should a family decline the position, the next family on the list will be contacted until the open position is filled.

Should families not submit their enrollment forms within two weeks after acceptance from a lottery, their acceptance shall be forfeited.

C. WAIT LIST

The lottery is used to determine applicants' waitlist status. Those who apply after the lottery deadline are added to the end of the lottery waitlist in the order they are received. Vacancies that occur during the school year will be filled according to the wait list. When an offer occurs during the school year, families are contacted in the order of the wait list and typically will be given 48 hours to decide whether or not to accept a space at the school. In the event that no such wait list exists where the space is available, the space will be made available to the next interested family at the appropriate grade level.

The waitlist for the current school year remains active until AMPS's open enrollment period commences for the following year. Applications are only valid for the current year. Applicants must reapply for the lottery annually if the school is unable to offer them admission for the current year.

ELEMENT I: FINANCIAL AUDITS

“The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority.” Ed. Code § 47605(b)(5)(I).

I. INDEPENDENT FISCAL AUDITS

Each year, the VPA, Inc. Board of Directors contracts with an independent auditor and oversees the completion of an annual audit of AMPS’s financial affairs. The Board will be responsible for contracting and overseeing the independent audit. The annual audit shall be conducted in compliance with the California Education Code 47605(b)(5)(I). The auditor selected will be certified by the State of California and approved by the State Controller on its published list as an educational audit provider. The audit will verify the accuracy of the school’s financial statements, attendance and enrollment accounting practices, internal controls and other key compliance matters.

Audits are conducted in accordance with generally accepted accounting principles applicable to the school and pursuant to applicable sections of the “standards and procedures for audits of California K–12 local educational agencies.” To the extent required under applicable federal laws for audits of the major federal programs, the audit scope will expand to be in compliance with the requirements described in the U.S. Office of Management and Budget (OMB) Circular A-133, audits of states, local governments, and nonprofit organizations. Should OMB Circular A-133 be rescinded, audits of the major federal programs will be conducted in compliance with standards and provisions approved by OMB.

The scope of the audit will include all elements mandated by the audit guide regulations promulgated by the Education Audit Appeals Panel as applicable to charter schools and any other elements as required by applicable law.

It is anticipated that the annual audit will be completed within four months of the close of the fiscal year and that a copy of the auditor’s findings will be forwarded to the FUSD, the County Superintendent of Schools, the State Controller, and the California Department of Education by the 15th of December each year. Upon receipt of any audit exceptions or deficiencies from the independent public accountant, the Executive Director will determine the appropriate corrective action and report the recommendations to the VPA, Inc. Board of Directors. The corrective action will then be taken in a timely manner and fully implemented prior to the end of the fiscal year following the year under audit. The Board will submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District. The independent fiscal audit is a public record, to be provided to the public upon request.

AMPS observes the following audit timeline:

- The VPA Board will appoint an Audit Committee of one or more persons by January 1 of each year.
- The Audit Committee may include persons who are not members of the board, but may not include any members of the staff of the corporation, including the Executive Director or Business Director. In addition, any person with expenditure authorization or recording responsibilities within the organization may not serve on the committee.

- The Audit Committee will be responsible for contracting with an audit firm by March 1 of each year, unless the existing contract is a multi-year contract.
- VPA, Inc.'s Executive Director, Business Director and back-office services provider work with the audit firm to provide the information they need.
- At the conclusion of the audit, the Executive Director and the Audit Committee will be responsible for reviewing the results of the annual audit, identify any audit exceptions or deficiencies, and report them to the VPA, Inc. Board of Directors with recommendations on how to resolve them.
- The Board will review and approve the audit no later than December 15.
- The Board will submit a report to the District describing how the exceptions or deficiencies, if any, have been or will be resolved to the satisfaction of the District along with an anticipated timeline. The Director will provide a final copy of the audit to FUSD, FCOE and the CDE as required, by the December 15 annual deadline.

II. INSURANCE

AMPS shall maintain finance general liability, workers compensation, and other necessary insurance of the types and in the amounts required for an enterprise of similar purpose and circumstance. Coverage amounts are based on recommendations provided by the authorizer and the AMPS's insurer. The authorizer shall be named as an additional insured on all policies of the charter school.

ELEMENT J: STUDENT SUSPENSION AND EXPULSION PROCEDURES

“The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that is consistent with all of the following:

(i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil’s side of the story.

(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:

(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil’s basic rights.

(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.

(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil’s parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil’s educational rights holder, and shall inform the pupil, the pupil’s parent or guardian, or the pupil’s educational rights holder of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil’s parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, ‘involuntarily removed’ includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).” (Ed. Code § 47605(c)(5)(J).)

“The procedures by which pupils can be suspended or expelled.” Ed. Code § 47605(b)(5)(J).

I. DISCIPLINE POLICY

VPA, Inc. believes that students learn best in an environment of clear expectations about behavioral and community norms that allows them to feel safe and nurtured. In order to maintain a positive learning community, VPA, Inc. has developed a comprehensive set of student discipline policies which in many respects are consistent with California Education Code Section 48900’s requirements for school districts. VPA, Inc. has developed its own specific procedures for student suspension and expulsion. These policies are restorative and are fully detailed in AMPS’s Family Handbook. Each family receives a copy of these policies and verifies that they have reviewed them with their children at the time of enrollment or at the beginning of the school year.

The school adheres to the principles of Restorative Justice. All teachers receive extensive training in these practices, and the Site Director monitors consistent implementation across the school. Restorative Justice is focused on *prevention* of undesired behaviors through strategies such as:

Classroom

- Teacher Modeling
- Respect Agreements
- Restorative Discipline
- Greet & Meet
- Morning Leadership Meeting

School-wide

- Anti-Bullying Program
- Red-Ribbon Week (Drug Awareness)
- Leadership Assemblies (Quarterly)
- Class Leadership Presentations
- Parent Education- Counselor & Admin Quarterly
- Forgiveness Day
- Service Learning

Special Student Teams & Clubs

- Leadership Team (These teams make frequent mini-visits to classrooms during Morning Meetings)
- The Justice League (Future years/Peer Mediators, grades 6-8)
- Climate Changers Club (Rotating Team, grades 4-8, promotes positive environment)
- Green Team (After school, promotes care for school campus)
- Drama Club (After school, promotes presentations with positive messages)

When a conflict does arise, teachers may employ *redirection* strategies such as:

- Use proximity; teacher may walk over to student's area to get attention
- Look at the student with a slight head shake or facial gesture
- Point in direction of Respect Agreement
- Use a visual symbol signaling "STOP"
- Make a whole class reminder, "It looks like ALMOST everyone is ready to begin."
- Have classroom management systems in place to minimize distractions.

More significant conflicts warrant *intervention* strategies ranging from meetings with the student and his/her parents/guardian, recommitment to the Respect Agreement, a Behavioral Plan, etc., or, as needed, suspension or expulsion consistent with school policies and applicable laws.

Policies regarding suspension or expulsion conform to applicable state and federal laws regarding all students, including the Individuals with Disabilities Education Act (IDEA) and its amendments, Section 504 of the Rehabilitation Act, AB 602, and the ADA. The Site Director bears primary responsibility for

overseeing all student discipline, though the Academic Director also has the authority to suspend students.

The Discipline, Suspension and Expulsion Policy ("Policy") has been established to align in most material respects with Education Code Section 48900 *et seq.*, although AMPS is exempt from those and several other statutory provisions applicable to school districts (Ed. Code section 47610.) VPA, Inc. will review policies and procedures surrounding suspensions and expulsions at least once annually and, as necessary, modify the Policy accordingly. The Policy serves as AMPS's policy and procedures for student suspension and expulsion, and may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements.

AMPS staff shall enforce disciplinary rules and procedures fairly and consistently among all students. The Policy and its procedures are distributed as part of the Family Handbook and clearly describe discipline expectations.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

Each incident is addressed individually, though previous activities may be taken into account in order to determine the severity of the discipline assigned. Discipline begins with a meeting between the student and the Site Director or his/her designee. Following this meeting, several actions may occur, including but not limited to:

- Warning, both verbal and written
- Loss of privileges (e.g. extra-curricular activities)
- Notices to parents by telephone or letter
- Request for parent conference (including teachers, counselors, or administrators)
- Behavior contract
- Detention
- Suspension (including in-school suspensions)
- Expulsion

For students who are truant, tardy, or otherwise absent from assigned school activities, alternatives to suspension or expulsion are attempted first.

II. GROUNDS FOR IN-SCHOOL SUSPENSION, OUT-OF-SCHOOL SUSPENSION AND EXPULSION

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to:

- while on school grounds
- while going to or coming from school
- during the lunch period, whether on or off the school campus
- during, going to, or coming from a school-sponsored activity

A single suspension may not be issued for more than five consecutive school days. The total number of days for which a student, including students with a 504 Plan, may be suspended from school shall not exceed 20 days. Students with an IEP shall not be suspended for more than 10 school days in any school year.

A. ENUMERATED OFFENSES

Discretionary Suspension Offenses: Students *may* be suspended for any of the following acts when it is determined the pupil:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Knowingly received stolen school property or private property.
- l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- n) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- p) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.

- q) Made terroristic threats against school officials and/or school property. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
- r) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- s) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - 1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
 - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
 - 2) “Electronic Act” means the creation and transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone,

wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- i. A message, text, sound, or image.
- ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
- iii. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- v) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline.
- w) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Site Director or designee’s concurrence.
- x) Any other serious violation of AMPS’s student rules of conduct or behavioral expectations.

Non-Discretionary Suspension Offenses: Students *must* be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Site Director or designee’s concurrence.

Discretionary Expellable Offenses: Students *may* be recommended for expulsion for any of the following acts when it is determined the pupil:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any

kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.

- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- ~~k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.~~
- ~~k)~~ Knowingly received stolen school property or private property.
- ~~m)~~ Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- ~~n)~~ Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- ~~n)~~ Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- ~~p)~~ Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- ~~p)~~ Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
- ~~q)~~ Made terroristic threats against school officials and/or school property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.

- 3) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- 4) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- 5) Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- 6) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
 - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
 - 2) "Electronic Act" means the creation and transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - i. A message, text, sound, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and

such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

(c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

iii. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

w/v) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline.

x/v) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Site Director or designee's concurrence.

x/l) Any other serious violation of AMPS's student rules of conduct or behavioral expectations.

Non-Discretionary Expellable Offenses: Students *must* be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the pupil:

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Site Director or designee's concurrence.
- b) Brandishing a knife at another person.
- c) Unlawfully selling a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code.
- d) Committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900.
- e) Possession of an explosive

If it is determined by an Administrative Panel that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled.

The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device.

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

B. IN-SCHOOL SUSPENSION

For in-school suspension, the student remains on campus for the length of the suspension. During in-school suspensions, teachers provide the students with assignments to complete by the end of the school day. If the student has questions about the assignments, the Site Director or other certificated personnel provide support. During the day of the suspension, the student's teachers address behaviors that may have contributed to the student's in-school suspension. In addition to completing assigned work, the student is required to complete a reflection addressing why the behavior occurred and what can be done in the future to ensure that the offense is not repeated.

III. SUSPENSION PROCEDURES

Suspensions shall be initiated according to the following procedures:

A. CONFERENCE

Suspension shall be preceded, if possible, by a conference conducted by the Site Director or designee with the student and his or her parent and, whenever practical, the teacher, supervisor or school employee who referred the student to the Site Director.

The conference may be omitted if the Site Director or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense. This conference shall be held within two school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization.

No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with school officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

B. NOTICE TO PARENTS/GUARDIANS

At the time of suspension, the Site Director or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If school officials ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

C. SUSPENSION TIME LIMITS/RECOMMENDATION FOR PLACEMENT/EXPULSION

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Site Director or designee, the pupil and the pupil's guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing.

This determination will be made by the Site Director or designee upon either of the following determinations: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the pupil or the pupil's parents, unless the pupil and the pupil's parents fail to attend the conference.

Upon request of a parent, a student who has been suspended for two or more schooldays will be provided with homework that the student would otherwise have been assigned. If a homework assignment that is turned into the teacher upon the student's return to school or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

D. SUSPENSION APPEAL

At the time the parent/guardian is informed of the decision to suspend, information is provided about their right to appeal a suspension, along with information about the appeal process. To initiate an appeal, the student or parent or guardian must contact the Executive Director in writing within three days of the date of the suspension. The Director will gather information from the Site Executive Director/designee, student, parent or guardian to determine whether or not the Site Director/designee suspended the student properly and followed all applicable procedures. The Executive Director will consider the reasons the family feels the suspension was incorrect or inappropriate, and may contact the family and/or school staff to clarify information. Based on the information submitted or requested, the Executive Director may make one of the following decisions regarding the suspension.

1. Uphold the suspension
2. Uphold the suspension but clear the student's record of the suspension at the end of the semester, if the student has no additional discipline problems at the school.
3. Determine that the suspension was not within the school's guidelines, overturn the suspension, and order that all records and documents regarding the disciplinary proceeding be destroyed. No information regarding the suspension will be placed in the student's permanent record, or shared with anyone not directly involved in the proceedings.

The Executive Director will mail a copy of the decision to the student and/or parent or guardian within five days of the issuing the decision. A copy of the decision is also emailed to the school Site Director. The Executive Director's decision is final.

IV. EXPULSION PROCEDURES

A. AUTHORITY TO EXPEL

A student may be expelled following a hearing before an Administrative Panel on the recommendation from the Site Director. The Administrative Panel will consist of up to three members, who are

certificated and neither a teacher of the pupil nor a member of the VPA Board of Directors. The Board or the Directors will appoint an Administrative Panel. The Administrative Panel may expel a student found to have committed an expellable offense.

A student and his or her parents may appeal an expulsion decision by the Administrative Panel to the Charter School's Board, which will make the final determination.

B. HEARING PROCEDURES

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. If requested by the student, and unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Site Director determines that the Pupil has committed an expellable offense and recommends the student for expulsion.

The Administrative Panel will hold a hearing on the case, and will make a determination whether to expel. The hearing shall be held in a confidential setting.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the school's disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the school to any other school district or school to which the student seeks enrollment;
5. The opportunity for the student or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

If a foster youth, as defined in Education Code section 48853.5, is recommended for expulsion, the notice of hearing must also be provided to the student's attorney and an appropriate representative of the county child welfare agency at least ten (10) days prior to the date of the hearing. The notice may be made using the most cost-effective method possible, which may include, but is not limited to, electronic mail or a telephone call.

If a homeless youth, as defined in 42 USC section 11434a(2), is recommended for expulsion, the notice of hearing must also be provided to AVPA's designated homeless liaison at least ten (10) days prior to the date of the hearing. The notice may be made using the most cost-effective method possible, which may include, but is not limited to, electronic mail or a telephone call.

C. SPECIAL PROCEDURES FOR EXPULSION HEARINGS INVOLVING SEXUAL ASSAULT OR BATTERY OFFENSES

AMPS may determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations which shall be examined only by the Board of Directors and/or Administrative Panel. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil. The Administrative Panel shall be guided by the following principles:

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days' notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. The school will also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the Administrative Panel, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
4. The Administrative Panel may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The Administrative Panel may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The Administrative Panel may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
7. If one or both of the support persons is also a witness, the school shall present evidence that the witness' presence is both desired by the witness and will be helpful to the school. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
9. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion

evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

D. RECORD OF HEARING

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete record of the proceedings can be made.

E. INVOLUNTARY STUDENT DISENROLLMENT, DISMISSAL, OR TRANSFER

No student shall be involuntarily removed by AMPS for any reason unless the parent or guardian of the student has been provided written notice in-person and/or by mail or email of intent to remove the student no less than five (5) schooldays before the effective date of the action. The written notice shall be in the native language of the student or the student's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform him or her of the right to request a hearing adjudicated by a neutral officer before the effective date of the action. If a hearing is requested, the student will remain enrolled at AMPS until the school issues a final decision. For purposes of this charter, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions for disciplinary reasons.

E-F. PRESENTATION OF EVIDENCE

While judicial rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs.

Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses.

The decision of the Administrative Panel shall be in the form of written findings of fact regarding the expulsion. The final decision by the Administrative Panel shall be made within ten (10) school days following the conclusion of the hearing.

If the Administrative Panel decides not to recommend expulsion, the pupil shall immediately be returned to his/her educational program at the school.

F-G. WRITTEN NOTICE TO EXPEL

The Site Director or designee following a decision of the Administrative Panel to expel shall send written notice of the decision to expel, including the Administrative Panel's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following:

1. Notice of the specific offense committed by the student
2. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.
3. Notice of any appeal options
4. Information about alternative placement options

The Site Director or designee shall send a copy of the written notice of the decision to expel to the student's district of residence and the authorizer. This notice shall include the following:

1. The student's name
2. The specific expellable offense committed by the student

V. EXPULSION APPEAL

If a pupil is expelled, the pupil or the pupil's parent or guardian may, within 10 calendar days following the written notice to expel, file a written appeal, requesting the Board reconsider the expulsion determination. The Board of Directors will consider the appeal in closed session at its next regularly scheduled board meeting or as soon as practicable. The Board will consider all information and evidence contained in the record from the expulsion hearing. The Board will inform the parent and student in writing within five (5) days of its decision. The decision of the Board of Directors is final.

The Board shall hear an appeal of an expulsion order in closed session. During closed session, if the Board admits any representative of the pupil or the Charter School, the Board shall, at the same time, admit representatives from the opposing party.

The Board shall determine the appeal from a pupil expulsion upon the record of the hearing before the Administrative Panel, together with such applicable documentation or regulations as may be ordered.

The review by the Board shall be limited to the following questions:

1. Whether the Administrative Panel acted without or in excess of its jurisdiction.
2. Whether there was a fair hearing before the Administrative Panel.
3. Whether there was a prejudicial abuse of discretion in the hearing.
4. Whether there is relevant and material evidence which, in the exercise of reasonable diligence, could not have been produced or which was improperly excluded at the hearing before the Administrative Panel.

A Board may not recommend reversing the decision of the Administrative Panel to expel a pupil based upon a finding of an abuse of discretion unless the Board also determines that the abuse of discretion was prejudicial.

The decision of the Board shall be limited as follows:

- (a) If the Board finds that relevant and material evidence exists which, in the exercise of reasonable diligence, could not have been produced or which was improperly excluded at the hearing before the Administrative Panel, the Board may reconsider the matter and may in addition recommend the pupil reinstated pending the reconsideration.
- (b) In all other cases, the shall either affirm or reverse the decision of the Administrative Panel. The decision of the Board will be final.

VI. EXPELLED PUPILS/ALTERNATIVE EDUCATION

The school will help provide the parent necessary information and a list of placement options. Pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence.

VII. DISCIPLINARY RECORDS

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the authorizer upon request.

VIII. SPECIAL PROCEDURES FOR THE CONSIDERATION OF SUSPENSION AND EXPULSION OF STUDENTS WITH DISABILITIES

The Charter School shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student who the Charter School or SELPA would be deemed to have knowledge that the student had a disability.

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and

- c. Return the child to the placement from which the child was removed, unless the parent and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the Charter School, the hearing officer shall determine whether the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, whichever occurs first, unless the parent and the Charter School agree otherwise.

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Site Director or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 USC 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 USC 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

A student who has not been identified as an individual with disabilities pursuant to IDEIA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred. The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.

- b. The parent has requested an evaluation of the child.
- c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEIA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

ELEMENT K: RETIREMENT PROGRAMS

"The manner ~~by~~in which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security." Ed. Code § 47605(~~bc~~)(5)(K).

I. CERTIFICATED STAFF

All certificated employees who are eligible shall participate in the State Teachers' Retirement System (STRS); VPA, Inc. coordinates such participation, as appropriate, with the social security system or other reciprocal systems. Eligible certificated employees as participants in the STRS contribute the required percentage (currently 8%), and VPA, Inc. contributes the employer's portion required by STRS (currently 8.25%). All withholdings from employees are forwarded to the STRS Fund as required. Employees accumulate service credit years in the same manner as all other members of STRS. VPA, Inc. shall forward any required payroll deductions and related data to FCOE as required by Education Code §47611.3. The Executive Director, working in conjunction with the school's contracted business service provider, shall be responsible for ensuring that the forwarding arrangements occur in a timely, compliant manner.

II. CLASSIFIED STAFF

All other staff shall participate in federal Social Security and other school-sponsored retirement plans according to policies adopted by the Board of Directors for the school's employees. VPA, Inc. offering a 403b plan to all employees and makes a contribution to 403b plans of non-STRS eligible employees to supplement Social Security, in an amount determined annually by the VPA, Inc. Board of Directors.

III. RESPONSIBLE STAFF MEMBER

The Executive Director, working in conjunction with the school's contracted business services and payroll provider(s), is responsible for ensuring that appropriate arrangements for the aforementioned coverage are made, and that all required reports to the District, FCOE and others are submitted in a timely an accurate fashion.

ELEMENT L: PUBLIC SCHOOL ATTENDANCE ALTERNATIVES

"The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools." Ed. Code § 47605(b)(5)(L).

No student shall be required to attend AMPS. Students who opt not to attend AMPS may attend other district schools or pursue an inter- or intra-district transfer in accordance with existing enrollment and transfer policies of their district or country of residence.

The parent or guardian of each pupil enrolled in the charter school shall be informed during open enrollment that the pupil has no right to admission in a particular school of any local education agency (or program of any local education agency) as a consequence of enrollment in the charter school, except to the extent that such a right is extended by the local education agency.

ELEMENT M: EMPLOYEE RETURN RIGHTS

"The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school." (Ed. Code § 47605(c)(5)(M).)

"A description of the rights of any employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school." Ed. Code § 47605(b)(5)(M).

No public school district employee shall be required to work at AMPS. Employees of the authorizer who choose to leave the employment of the authorizer to work at AMPS have no automatic rights of return to the authorizer after employment by the AMPS unless specifically granted by the authorizer through a leave of absence or other agreement. Aspen Meadow Public School employees shall have any right upon leaving the authorizer to work at AMPS that the authorizer may specify, any rights of return to employment in a school district after employment at AMPS that the authorizer may specify, and any other rights upon leaving employment to work at AMPS that the authorizer determines to be reasonable and not in conflict with any law.

All employees of VPA, Inc. are considered the exclusive employees of VPA, Inc. and not of the authorizer, unless otherwise mutually agreed in writing. Sick or vacation leave or years of service credit at the authorizer or any other school district will not be transferred to VPA, Inc. Employment by the VPA, Inc. provides no rights of employment at any other entity, including any rights in the case of closure of AMPS.

ELEMENT N: DISPUTE RESOLUTION

"The procedures to be followed by the charter school and the ~~entity-granting-the-charter-chartering authority~~ to resolve disputes relating to provisions of the charter." Ed. Code § 47605(~~bc~~)(5)(N).

Participation in any dispute resolution procedure is entirely voluntary for the District to the extent the District is carrying out its oversight responsibilities, up to and including revocation of the charter petition.

AMPS has adopted a Uniform Complaint Procedure and has provided the District with information regarding this procedure. The District, as part of its oversight responsibilities, will be notified of any concerns and/or complaints that provide reasonable cause to believe that a violation of the charter petition or related laws or agreements has occurred. In such situations, the District may intervene to assist in resolution of the complaint.

The parties shall exchange information as necessary to avoid disputes and assist in curing disputes and shall use their best efforts to resolve disputes between them at the earliest possible time.

Any formal dispute resolution procedures entered into between the District and AMPS may be conducted in accordance with the procedures set forth below:

1) Any dispute shall be made in writing ("Written Notification"). The Written Notification must identify the nature of the dispute and any supporting facts. The Written Notification shall be tendered to the other party by personal delivery, by facsimile, by electronic mail or by certified mail. The Written Notification shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00 PM, or otherwise on the business day following personal delivery; (b) if by facsimile or electronic mail, upon electronic confirmation of receipt if delivered by 5:00 PM, or otherwise on the business day following transmission; or (c) if by mail, two (2) business days after deposit in the U.S. Mail. All written notifications and other notices shall be addressed as follows:

To Charter School:

Executive Director
Valley Preparatory Academy, Inc.
4221 N. Hughes Fresno, CA 93705

To District:

Superintendent
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

2) A written response ("Written Response") shall be tendered to the other party within twenty (20) business days from the date of receipt of the Written Notification. The parties agree to schedule a conference to discuss the Dispute identified in the Written Notice ("Issue Conference"). The Issue Conference shall take place within fifteen (15) business days from the date the Written Response is received by the other party. The Written Response may be tendered to the other party by personal

delivery, by facsimile, by electronic mail or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00 PM, or otherwise on the business day following personal delivery; (b) if by facsimile or electronic mail, upon electronic confirmation of receipt if delivered by 5:00 PM, or otherwise on the business day following transmission; or (c) if by mail, two (2) business days after deposit in the U.S. Mail.

3) If the dispute cannot be resolved by mutual agreement at the Issue Conference, either party may then request that the dispute be resolved by mediation. Each party shall bear its own attorneys' fees, costs and expenses associated with the mediation. The mediator's fees and the administrative fees of the mediation shall be shared equally among the parties. Mediation proceedings shall commence within 120 days from the date of either party's request for mediation following the Issue Conference. The parties shall mutually agree upon the selection of a mediator to resolve the dispute. The mediator may be selected from the approved list of mediators prepared by the American Arbitration Association. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.

4) If the mediation is not successful, then the parties agree to resolve the dispute by binding arbitration conducted by a single arbitrator. Unless the parties mutually agree otherwise, arbitration proceedings shall be administered in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitrator must be an active member of the State Bar of California or a retired judge of the state or federal judiciary of California. Each party shall bear its own attorney's fees, costs and expenses associated with the arbitration. The arbitrator's fees and the administrative fees of the arbitration shall be shared equally among the parties. However, any party who fails or refuses to submit to arbitration as set forth herein shall bear all attorney's fees, costs and expenses incurred by such other party in compelling arbitration of any controversy or claim.

Nothing in this Charter restricts the District's ability to initiate revocation proceedings in accordance with Education Code section 47607 and regulations sections 11968.5.2 and 11968.5.3.

ELEMENT O: CHARTER SCHOOL CLOSURE

~~*“The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records.” (Ed. Code § 47605(c)(5)(O).)*~~

~~*“A description of the procedures to be used if the charter school closes. The procedures shall ensure a final audit of the school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records.” Ed. Code § 47605(b)(5)(P).*~~

The following procedures constitute the “Closure Protocol” and shall apply in the event AMPS ceases to be a charter school or otherwise closes for any reason:

Any decision to close AMPS as a charter school operating pursuant to this Charter shall be documented by official action (“closure action”) of VPA, Inc., and will identify the person or entity responsible for all closure-related activities and actions. The action will identify the reason for closure (e.g., decision not to renew as a charter school). The Closure Action shall be deemed to have been automatically made if any of the following occur: the Charter is revoked or non-renewed and AMPS has exhausted all appeal procedures to county and state boards of education, VPA, Inc. votes to close AMPS, or the Charter lapses. In the event of a Closure Action, the following steps shall be implemented, which follow the procedures and requirements set forth in Education Code section 47605(b)(5)(P) and regulations sections 11962 and 11962.1.

VPA, Inc. will notify the authorizer of the determination of the Closure Action and of the effective date of the closure as a charter school within 72 hours of the Closure Action.

VPA, Inc. will provide written notification to the home districts of students within 72 hours of the determination of the Closure Action.

Written notification of the Closure Action and the effective date of closure of AMPS shall be made by VPA, Inc. to the California Department of Education, the Fresno County Office of Education, the California Department of Education, the SELPA in which AMPS participates, and the retirement systems in which Aspen Meadow Public School employees participate, by registered mail within 72 hours of the Closure Action.

On closure, VPA, Inc. shall remain solely responsible for all liabilities arising from the operation of the Charter School.

VPA, Inc. will ensure notification to the parents and students of AMPS of the closure and provide information to assist parents and students in locating suitable alternative programs. This notice will be provided within 72 hours of the Closure Action. The written notification shall include information on assistance in transferring each student to another appropriate school, and a process for the transfer of all student records. Parents/guardians will also be provided with student information that includes grade reports, discipline records, immunization records, and completed coursework.

AMPS will provide parents, students and the receiving school districts with copies of all appropriate student records within seven calendar days from the determination of the Closure Action or within seven days of the last student attendance day at AMPS if AMPS is to remain open as a charter school beyond the date that a Closure Action is determined, and will otherwise assist students in transferring to other schools. All transfer of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA") 20 USC §1232g. AMPS will ask the District to store as necessary original records of its students.

As soon as is reasonably practical, VPA, Inc. will prepare final financial records. VPA, Inc. will also have an independent audit (which may also serve as the annual audit) completed by an independent auditor as soon as is reasonably practical, but in no case later than six months after closure. The audit must include at least the following (i) All information required of in an annual audit; (ii) An accounting of all assets, including cash and accounts receivable and an inventory of property, equipment and supplies; (iii) 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; (iv) An assessment of the disposition of any restricted funds received by or due to AMPS, and (v) A delineation of the disposition of all assets and liabilities. Any liability or debt incurred by AMPS shall be the responsibility of VPA, Inc. and not the District. VPA, Inc. understands and acknowledges that it will cover the outstanding debts or liabilities of AMPS. Any unused special education related funds will be returned to the SELPA, and other categorical funds will be returned to the source of funds as required by applicable law.

For a minimum of six calendar months from the later of the Closure Action or effective date of the closure, whichever comes first, sufficient staff as may be allowed by the budget and remaining assets will maintain employment to take care of all necessary tasks and procedures required for smooth closing of the School and student transfers.

VPA, Inc. shall adopt a plan for wind-up of the School and, if necessary, the corporation, in accordance with the requirements of the Corporations Code.

In addition to the final audit, AMPS shall also submit any required year-end financial reports to the California Department of Education, the County Superintendent of Schools, and the District, in the form and timeframe required, including, but not limited to, those required by Education Code §47604.33.

AMPS may use, but is not limited to, reserves normally maintained for contingencies and emergencies to fund closure proceedings.

This Closure Protocol shall survive the revocation, expiration, termination, cancellation of this charter or any other act or event that would end VPA, Inc.'s right to operate as a charter school pursuant to this Charter or cause AMPS to cease operation.

Upon the dissolution of the corporation if applicable, after paying or adequately providing for the debts and obligations of the corporation (including any obligations requiring the return of grant funds on the dissolution of the corporation), any capital assets, including facilities or property, purchased in whole or part with public funds shall be distributed in accordance with the articles of incorporation and bylaws to either (i) such organization organized and operated exclusively for educational purposes which has established its tax exempt status under § 501(c)(3) of the Internal Revenue Code of 1986, as amended,

(or the corresponding provision of any future United States Internal Revenue Law), or (ii) a state or political subdivision of a state of the United States to be used exclusively for public purposes.

ADDITIONAL PROVISIONS

I. FINANCIAL PLANNING, REPORTING AND ACCOUNTABILITY

Governing Law: The petitioner or petitioners shall also be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cash-flow and financial projections for the first three years of operation. Education Code Section 47605.6(h)

Attached, as Appendix A, please find a detailed five-year budget that includes revenue and expense projections, plus monthly cash-flows for one year, and an explanation of the assumptions used in preparing the budget. These documents are based upon the best data available to the Petitioners at this time.

The Charter School shall provide reports to the authorizer as follows, and may provide additional fiscal reports as requested by the authorizer:

- By July 1, an annual update required pursuant to Education Code Section 47606.5.
- By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of the Charter School's annual, independent financial audit report for the preceding fiscal year shall be delivered to the authorizer, County, State Controller, California Department of Education and County Superintendent of Schools.
- By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
- By September 15, a final unaudited report for the full prior year. The report submitted to the authorizer shall include an annual statement of all the Charter School's receipts and expenditures for the preceding fiscal year.

II. IMPACT STATEMENT/FACILITIES:

Governing Law: The county board of education shall require that the petitioner or petitioners provide information regarding potential civil liability effects, if any, upon the school, any school district where the charter school may operate and upon the county board of education. Education Code Section 47605.6(h)

Governing Law: [T]he facilities to be used by the charter school ... The description of the facilities to be used by the charter school shall specify where the school intends to locate. Ed. Code § 47605(h).

AMPS is operated by a California non-profit public benefit corporation, VPA, Inc. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(~~ed~~), an entity that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors or omissions by the

charter school if the authority has complied with all oversight responsibilities required by law. AMPS shall work diligently to assist the authorizer in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other authorizer-requested protocol to ensure the authorizer shall not be liable for the operation of the Charter School.

Further, the Charter School and the authorizer may enter into a memorandum of understanding, wherein the Charter School shall indemnify the authorizer for the actions of the Charter School under this charter.

The corporate bylaws of the Charter School shall provide for indemnification of the Charter School's Board, officers, agents, and employees, and the Charter School has purchased general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts will be determined by recommendation of the authorizer and the Charter School's insurance company for schools of similar size, location, and student population. The authorizer shall be named an additional insured on the general liability insurance of the Charter School.

The Charter School Board has instituted appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

AMPS is located in a private/non-district facility: 1400 East Saginaw in Fresno. The facility can hold up to 300 students in 12 classrooms, with a cafeteria, main office, green space with three play structures, restrooms, supply and work room, speech and special education offices and an auditorium. Aspen has a three-year lease, with the option to extend the lease.

III. SELPA

As detailed in Element A, *Section X: Special Needs: Aspen Meadow Public School Address The Needs Of All Sub-Groups, Including At-Risk Students, Subsection E: Students with Disabilities*, AMPS is an LEA member of the El Dorado SELPA, which provides cost-effective and consistent special education services. As its own LEA and member of a SELPA, AMPS works in cooperation with all local and state agencies to ensure that a free and appropriate education is provided to all students with exceptional needs. AMPS complies with all regulatory special education requirements of the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and any other civil rights enforced by the U.S. Department of Education Office of Civil Rights (OCR). Furthermore, AMPS complies with all provisions of AB 602, applicable SELPA guidelines, and additional federal and state laws that apply to it pertaining special education students.

Per federal law, all students with disabilities are fully integrated into the programs of AMPS, with the necessary materials, mandated services, and equipment to support their learning. AMPS meets all the requirements mandated within a student's Individual Education Plan (IEP). AMPS includes all special needs students with non-disabled peers to the maximum extent appropriate according to their IEPs. Please see Element A, *Section X: Special Needs: Aspen Meadow Public School Address The Needs Of All Sub-Groups, Including At-Risk Students, Subsection E: Students with Disabilities* for further details about AMPS's program for students with disabilities.

IV. ADMINISTRATIVE SERVICES

Governing Law: The county board of education shall require that the petitioner or petitioners provide information regarding the manner in which administrative services of the school are to be provided. Education Code Section 47605.6(h)

AMPS receives its administrative services including, but not limited to, financial management, personnel, and instructional program development either through its own staff, the staff of VPA, Inc. and through an appropriately qualified third-party contractor.

V. INSURANCE

The Charter School has finance general liability, workers compensation, and other necessary insurance of the types and in the amounts required for an enterprise of similar purpose and circumstance. Coverage amounts are based on recommendations provided by the authorizer and the Charter School's insurer. The authorizer is named as an additional insured on all policies of the Charter School.

APPENDIX A: BUDGET

Aspen Public School

Multi-Year Forecast

Revised 2/13/17



	2017-18	2018-19	2019-20	2020-21	2021-22
	Forecast	Forecast	Forecast	Forecast	Forecast
Assumptions					
Revenue COLA (other than LCFF funds)	n/a	0.00%	0.00%	0.00%	0.00%
Expense COLA	n/a	2.00%	2.00%	2.00%	2.00%
Enrollment	146.00	190.00	236.00	282.00	328.00
Average Daily Attendance	138.70	180.50	224.20	267.90	311.60
Revenues					
State Aid - Revenue Limit					
8011 LCFF State Aid	1,286,827	1,737,042	2,236,087	2,760,368	3,210,641
8012 Education Protection Account	27,740	36,100	44,840	53,580	62,320
8096 In Lieu of Property Taxes	101,784	132,459	164,528	196,596	228,665
	<u>1,416,351</u>	<u>1,905,600</u>	<u>2,445,454</u>	<u>3,010,545</u>	<u>3,501,627</u>
Federal Revenue					
8181 Special Education - Entitlement	14,564	18,953	23,541	28,130	32,718
8220 Federal Child Nutrition	80,625	104,923	130,325	155,728	181,130
8290 Title I, Part A - Basic Low Income	35,000	34,675	43,070	51,465	59,860
8291 Title II, Part A - Teacher Quality	1,200	694	861	1,029	1,197
8294 Title V, Part B - PCSG	123,760	-	-	-	-
	<u>255,149</u>	<u>159,244</u>	<u>197,798</u>	<u>236,352</u>	<u>274,905</u>
Other State Revenue					
8311 State Special Education	70,044	91,153	113,221	135,290	157,358
8520 Child Nutrition	7,631	9,931	12,335	14,739	17,144
8545 School Facilities (SB740)	45,000	45,000	45,900	46,818	47,754
8550 Mandated Cost	1,104	1,942	2,527	3,139	3,751
8560 State Lottery	26,214	34,114	42,373	50,633	58,892
	<u>149,993</u>	<u>182,139</u>	<u>216,356</u>	<u>250,618</u>	<u>284,898</u>
Other Local Revenue					
8634 Food Service Sales	694	903	1,122	1,340	1,559
8660 Interest Revenue	-	-	-	-	-
8689 Other Fees and Contracts	-	-	-	-	-
8699 School Fundraising	6,935	9,025	11,210	13,395	15,580
	<u>7,629</u>	<u>9,928</u>	<u>12,332</u>	<u>14,735</u>	<u>17,139</u>
Total Revenue	\$ 1,829,122	\$ 2,256,912	\$ 2,871,940	\$ 3,512,250	\$ 4,078,569

Expenses**Certificated Salaries**

1100 Teachers' Salaries	385,000	504,900	629,442	758,764	893,007
1170 Teachers' Substitute Hours	22,000	44,880	68,666	81,713	83,347
1175 Teachers' Extra Duty/Stipends	5,000	5,100	5,202	5,306	5,412
1200 Pupil Support Salaries	81,914	83,553	85,224	86,928	88,667
1300 Administrators' Salaries	75,000	76,500	143,030	145,891	148,808
1900 Other Certificated Salaries	3,600	3,672	3,745	3,820	3,897
	<u>572,514</u>	<u>718,605</u>	<u>935,310</u>	<u>1,082,422</u>	<u>1,223,138</u>

Classified Salaries

2100 Instructional Salaries	92,610	107,587	156,049	208,580	263,149
2200 Support Salaries	89,576	91,368	93,195	133,607	136,279
2300 Classified Administrators' Salaries	43,231	44,096	44,978	45,877	46,795
2400 Clerical and Office Staff Salaries	66,000	67,320	68,666	70,040	87,041
2900 Other Classified Salaries	42,402	43,250	44,115	77,311	95,337
	<u>333,819</u>	<u>353,620</u>	<u>407,003</u>	<u>535,414</u>	<u>628,601</u>

Benefits

3101 STRS	82,610	116,989	169,572	206,743	233,619
3301 OASDI	20,698	21,924	25,234	33,196	38,973
3311 Medicare	13,147	15,547	19,464	23,459	26,850
3401 Health and Welfare	90,000	107,100	148,257	175,099	194,838
3501 State Unemployment	14,301	15,792	17,774	21,219	24,172
3601 Workers' Compensation	12,689	15,011	18,792	22,650	25,924
	<u>233,445</u>	<u>292,364</u>	<u>399,093</u>	<u>482,365</u>	<u>544,377</u>

Books and Supplies

4100 Textbooks and Core Curricula	13,870	18,411	23,326	28,430	33,729
4200 Books and Other Materials	27,740	36,822	46,652	56,860	67,457
4302 School Supplies	69,350	92,055	116,629	142,149	168,643
4303 Special Activities/Field Trips	6,935	9,206	11,663	14,215	16,864
4304 Uniforms	500	664	841	1,025	1,216
4305 Software	10,403	13,809	17,495	21,323	25,298
4400 Noncapitalized Equipment	75,000	76,500	78,030	79,591	81,182
4700 Food Services	88,256	117,151	148,424	180,901	214,618
	<u>292,054</u>	<u>364,617</u>	<u>443,059</u>	<u>524,493</u>	<u>609,007</u>

Subagreement Services

5102 Special Education	10,000	13,274	16,817	20,497	24,318
5105 Security	750	996	1,261	1,537	1,824
5106 Other Educational Consultants	5,000	5,100	5,202	5,306	5,412
	<u>15,750</u>	<u>19,370</u>	<u>23,281</u>	<u>27,341</u>	<u>31,554</u>

Professional/Consulting Services

5801 IT	10,000	13,274	16,817	20,497	24,318
5802 Audit & Taxes	4,000	4,080	4,162	4,245	4,330
5803 Legal	2,500	5,100	5,202	5,306	5,412
5804 Professional Development	8,500	11,283	14,295	17,423	20,670
5805 General Consulting	7,500	9,955	12,613	15,373	18,238
5810 Payroll Service Fee	4,800	6,372	8,072	9,839	11,672
5811 Management Fee	35,514	43,828	55,640	67,894	78,853
5812 District Oversight Fee	14,164	19,056	24,455	30,105	35,016
5814 SPED Encroachment	8,461	11,011	13,676	16,342	19,008
	<u>95,438</u>	<u>123,958</u>	<u>154,932</u>	<u>187,024</u>	<u>217,517</u>

Facilities, Repairs and Other Leases					
5601 Rent	60,000	60,000	61,200	62,424	63,672
5602 Additional Rent	33,000	43,804	55,498	67,641	80,248
5603 Equipment Leases	6,900	9,159	11,604	14,143	16,779
5610 Repairs and Maintenance	12,000	15,929	20,181	24,597	29,181
	<u>111,900</u>	<u>128,892</u>	<u>148,482</u>	<u>168,805</u>	<u>189,881</u>
Operations and Housekeeping					
5201 Auto and Travel	1,500	1,991	2,523	3,075	3,648
5203 Business Meals	1,200	1,593	2,018	2,460	2,918
5300 Dues & Memberships	1,500	1,991	2,523	3,075	3,648
5400 Insurance	20,000	26,548	33,635	40,995	48,635
5501 Utilities	17,500	23,229	29,430	35,870	42,556
5502 Janitorial/Trash Removal	2,500	3,318	4,204	5,124	6,079
5510 Office Expense	20,000	26,548	33,635	40,995	48,635
5511 Postage and Shipping	1,000	1,327	1,682	2,050	2,432
5512 Printing	1,250	1,659	2,102	2,562	3,040
5513 Other taxes and fees	500	664	841	1,025	1,216
5514 Bank Charges	360	478	605	738	875
5515 Public Relations/Recruitment	10,000	10,200	10,404	10,612	10,824
5900 Communications	7,500	9,955	12,613	15,373	18,238
	<u>84,810</u>	<u>109,503</u>	<u>136,215</u>	<u>163,952</u>	<u>192,745</u>
Depreciation					
6900 Depreciation Expense	2,604	2,656	2,709	2,763	2,819
Total depreciation	<u>2,604</u>	<u>2,656</u>	<u>2,709</u>	<u>2,763</u>	<u>2,819</u>
Interest					
7438 Interest Expense	750	600	540	450	-
	<u>750</u>	<u>600</u>	<u>540</u>	<u>450</u>	<u>-</u>
Total Expenses	<u>\$ 1,743,084</u>	<u>\$ 2,114,185</u>	<u>\$ 2,650,624</u>	<u>\$ 3,175,029</u>	<u>\$ 3,639,638</u>
Surplus (Deficit)	<u>\$ 86,038</u>	<u>\$ 142,727</u>	<u>\$ 221,316</u>	<u>\$ 337,221</u>	<u>\$ 438,932</u>

Fund Balance, Beginning of Year	\$ 139,637	\$ 225,675	\$ 368,402	\$ 589,718	\$ 926,939
Fund Balance, End of Year	\$ 225,675	\$ 368,402	\$ 589,718	\$ 926,939	\$ 1,365,871
	12.9%	17.4%	22.2%	29.2%	37.5%

Cash Flow Adjustments					
Surplus (Deficit)	86,038	142,727	221,316	337,221	438,932
Cash Flows From Operating Activities					
Depreciation/Amortization	2,604	2,656	2,709	2,764	2,818
Public Funding Receivables	13,975	(24,071)	(61,751)	(62,452)	(55,005)
Due To/From Related Parties	-	-	-	-	-
Prepaid Expenses	-	-	-	-	-
Other Assets	-	-	-	-	-
Accounts Payable	2,972	159	752	742	667
Accrued Expenses	-	-	-	-	-
Cash Flows From Investing Activities				-	-
Purchases of Prop. And Equip.	-	-	-	-	-
Cash Flows From Financing Activities				-	-
Proceeds(Payments) on Debt	(50,000)	(50,000)	(50,000)	(50,000)	-
Total Change in Cash	55,590	71,470	113,026	228,275	387,412
Cash, Beginning of Year	151,698	207,288	278,758	391,784	620,059
Cash, End of Year	\$ 207,288	\$ 278,758	\$ 391,784	\$ 620,059	\$ 1,007,470

APPENDIX B: AFFIRMATIONS AND ASSURANCES

As the authorized lead petitioner, I, Shelly Lether, hereby certify that the information submitted in this renewal petition for the California public charter school Aspen Meadow Public School (“Aspen” or “AMPS” or “school”), located at 1400 East Saginaw, Fresno, CA 93704 within the boundaries of the Fresno Unified School District (“FUSD” or the “District”) is true to the best of my knowledge and belief; I also certify that this renewal petition does not constitute the conversion of a private school to the status of a public charter school; and further, I understand that if awarded charter renewal, the school will follow any and all federal, state, and local laws and regulations that apply to it, including but not limited to:

- The Charter School shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Sections 60605 and 60851, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(c)(1)]
- The Charter School shall be deemed the exclusive public school employer of the employees of AMPS for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(b)(5)(O)]
- The Charter School shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall not charge tuition. [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall admit all students who wish to attend the Charter School, and who submit a timely application; unless the Charter School receives a greater number of applications than there are spaces for students, in which case each application will be given equal chance of admission through a public random drawing process.
- Except as required by Education Code Section 47605(d)(2), admission to the Charter School shall not be determined according to the place of residence of the student or his or her parents within the State.
- Preference in the public random drawing shall be given in accordance with Education Code Section 47605(d)(2)(B). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605(d)(2)(C). [Ref. Education Code Section 47605(d)(2)(A)-(C)]
- The Charter School shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(d)(1)]

- ~~The Charter School shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities in Education Improvement Act of 2004.~~
- ~~The Charter School shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]~~
- ~~The Charter School shall ensure that teachers in the Charter School hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools is required to hold. As allowed by statute, flexibility will be given to noncore, non-college preparatory teachers. [Ref. California Education Code Section 47605(l)]~~
- ~~The Charter School shall at all times maintain all necessary and appropriate insurance coverage.~~
- ~~The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A) (D).~~
- ~~The Charter School shall, for each fiscal year, meet or exceed the legally required minimum of school days. [Ref. Title 5 California Code of Regulations Section 11960]~~
- ~~If a pupil is expelled or leaves the Charter School without completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information. [Ref. Education Code Section 47605(d)(3)]~~
- ~~The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. Education Code Section 47612.5(a)]~~
- ~~The Charter School shall, on a regular basis, consult with its parents and teachers regarding the Charter School's educational programs. [Ref. Education Code Section 47605(c)]~~
- ~~The Charter School shall comply with any jurisdictional limitations to locations of its facilities. [Ref. Education Code Sections 47605 and 47605.1]~~
- ~~The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. Education Code Sections 47612(b), 47610]~~
- ~~The Charter School shall comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA").~~
- ~~The Charter School shall comply with the Public Records Act.~~
- ~~The Charter School shall comply with the Family Educational Rights and Privacy Act.~~

- ~~The Charter School shall comply with the Ralph M. Brown Act.~~
- ~~The Charter School shall not require any child to attend AMPS, nor any employee to work at the charter school.~~
- ~~The Charter School shall comply with federal, state, and district mandates regarding English Learner (EL) education and re-designation of EL students and meet all requirements of federal and state law regarding equal access to the curriculum for English Learners.~~
- ~~The Charter School will comply with all requirements pursuant to California Education Code and 47605(b)(5)(ii) including the development of school wide goals for all subgroups as applicable to the eight state priority areas identified in Education Code 52060(d).~~
- ~~The Charter School will comply with all elements of the Local Control Accountability Plan, including the adoption of any templates required by the California State Board of Education.~~
- ~~Charter School hereby declares that Charter School, operated by or as its nonprofit public benefit corporation, is and shall be the exclusive public school employer of Charter School's employees for the purposes of the Educational Employment Relations Act (EERA), Chapter 10.7 (commencing with Section 3540) of Division 4 of Title I of the Government Code. Charter School shall comply with all provisions of the EERA and shall act independently from Fresno Unified School District for collective bargaining purposes. In accordance with the EERA, employees may join and be represented by an organization of their choice for collective bargaining purposes.~~

Shelly Lether, Executive Director

APPENDIX C: REQUEST FOR BOARD MEMBER INFORMATION

JOHN GRICE

Pismo Unified School District Request for Board Member Information		
Personal Information		
Name (First/Middle/Last): John J. Grice		
Other Names Used (i.e. Maiden/Former Married): NA		
Current address: 4635 N. Arrow Ridge Way		
City: Clovis	State: CA	Zip Code: 93619
Daytime Phone: (559) 326-9314	Cell (559) 326-9314	Fax
Email Address: john.grice@valleyprep.com		

Serving on a public charter school board is a position of great trust and responsibility. As a board member of a public school, you are not only ultimately responsible for the education of all students enrolled in the school, but also entrusted with the obligation to see that the public monies which are given to the charter school are legally and wisely spent.

By providing the requested information, prospective board members will assist the Board of Education in determining if the application demonstrates that the school will be run in a financially, organizationally and educationally sound manner.

Will you be at least eighteen years old by January 1 of the year in which you plan to serve as a board member for the charter school? ☒ Yes ☐ No

Please submit typed responses to the inquiries below:

1. Indicate how you became aware of the charter school and the opportunity to serve as a member of its board, including who invited you to sit on the board.

I became aware of VPA when I was looking for a school to enroll my children in. My brother (whom had children attending VPA) was the person that told me about VPA. After checking into the school, I decided to enroll my children in VPA. About 1 year after I enrolled my children, I was invited to consider serving on the board by another board member who also had children attending VPA.

2. Explain why you wish to serve on the board.

After enrolling my children at VPA I became very impressed with the schools mission and approach as well as its successes. The high level of professional and positive attitudes as well as the concern for each individual student made it a home for me to offer my experience and service. VPA represented (to me) a model that every school should follow and I became determined to assist in its further development and mission to provide a quality education to poor, disadvantaged and at risk students.

3. Please indicate if you have previously served on a board of a school district or a not-for-profit corporation (including the board of a non-public school) and describe any relevant experience.

I have never served on the board of a school district or any other public school prior to VPA. I have served on the board of two different not-for-profit religious organizations. I have also served as a board member of a not-for-profit organization that provided self-development training to youth between the ages of 9 and 18. My experience as an entrepreneur and as a Director of several companies have given me the ability to understand and manage financials, make sound decisions based upon the goals and objectives of the organization as well as navigate through difficult financial situations.

4. Describe your understanding of the appropriate role of a public charter school board member.

According to my understanding, a public charter school board member is an individual working collectively with other individuals to utilize their knowledge, experience, influence and resources to assist the school administration and teaching staff in carrying out the goals and objectives of the organization; To ensure that each student have an equal opportunity to a quality education (with access to whatever resources are required to make that a reality) and to be morally and legally responsible for the financial, management and administrative health of the organization

5. Indicate specifically the knowledge and experience that you would bring to the board.

I am happy to bring and offer over 15 years of knowledge and experience in financial management, international business ownership and management, experience with understanding how current and future laws and regulations will impact the effectiveness of an organization with the ability to assist in developing strategies to evade negative impacts and exploit positive opportunities. I will also bring the care, concern and criticism of a parent, the encouragement and cheerleading of a supporter and a down-in-the-trenches lead by example volunteer.

6. Please provide a forecast of where you see the school in one year and then again in five years.

Within 1 year VPA will have started the successful operation of a second school location that will provide excellent educational training and leadership development for pre-K through 4th grade students. During that same year VPA will have also improved all student test scores in every subject through better enhancements of its delivery of the common core. In 5 years VPA will be successfully operating 2 elementary / junior high schools and 1 high school with a long waiting list at each school. VPA will have a high level of success at delivering quality education as well as leadership development and training to poor, disadvantaged and at risk students within the communities it will serve.

7. How would you handle a situation in which you believe one or more members of the school's board are involved in self-dealing (working for their own benefit or the benefit of their friends and family)?

Currently, such a situation could not happen without full support of a majority of board members. As a board member I would do everything within my power to make sure that such a situation does not receive board support. However, if it were to happen outside the board then I would handle that type of situation by meeting with the Director, VP and other administrator to inform them that such dealings are illegal and will need to be cancelled immediately, then I would approach the board members in question and also inform them that such dealings are illegal and will need to be cancelled immediately or it will be reported to the respective authorities. If immediate action is not taken to cancel such dealings, I would then report it to the respective authorities and push for an investigation. I would follow through to make sure that such deals are cancelled and that effective measures are taken to neutralize those in violation.

Conflict of Interest

8. If you, your spouse or other immediate family members knew any of the other board members prior to being invited to sit on the board, please so indicate and describe the relationship.

One of my brothers knew Don Linton, one of the board members. My brother and Don Linton attended the same church back in the early 90's.

12. If the school proposes to enter into a contract with an educational service provider, please indicate whether you, your spouse or other immediate family member have a direct or indirect ownership, employment, contractual or management interest in the educational service provider.

NO

9. If you, your spouse or other immediate family members know any people already known to be prospective school employees, please so indicate and describe the relationship.

My father, one of my brothers and two of my sisters has met Shelly (Director) back in the early 90's because they all attended the same church.

10. If you, your spouse or other immediate family members know anyone that plans to do business with the school, please so indicate and describe the relationship and the nature of the potential business.

NO

11. If the school proposes to partner with an educational service provider (a management company), please indicate if you, your spouse or other immediate family members know any employees, owners, or agents of that provider. If your answer is yes, please indicate the individuals you know and the nature of the relationship.

NO

12. If the school proposes to enter into a contract with an educational service provider, please indicate whether you, your spouse or other immediate family member have a direct or indirect ownership, employment, contractual or management interest in the educational service provider.

NO

13. Please indicate if you, your spouse or other relative (by marriage or blood) anticipate conducting any business with the educational service provider, the school, or both. If so, please describe the potential relationship.

NO

14. Please indicate if you foresee any potential ethical or legal conflicts of interests should you serve on the school's board. If so, describe such potential conflicts.

NONE

Educational Philosophy

15. Please describe your understanding of the school's mission and/or philosophy.

I understand that VPA has a mission to provide quality education and leadership development to poor, disadvantaged and at risk students throughout the community.

16. Please indicate your level of familiarity with the educational program that the school utilizes.

I am very familiar with the educational program at VPA. As a member of the board, we approved the educational program as well as the books and materials to be utilized with the curriculum.

John Grice

(559)225-7737

contactjohngrice@yahoo.com

SUMMARY OF QUALIFICATIONS

- Highly creative, energetic, resourceful and personable leader with extensive experience in sales, marketing and management
- Successfully collaborates with ability to build and motivate cross-functional teams to achieve bottom line results
- Creative problem solver with the ability to get buy-in from partners, investors and clients
- Dynamic communication and relationship skills and able to interact on a consultative basis with senior management
- Effective customer and sales focus approach with a track record of success

SOFTWARE SKILLS

- Microsoft: Word, Excel, Outlook, Access, Project, PowerPoint and Publisher

PROFESSIONAL EXPERIENCE

Self – Employed - Fresno, CA January 2011 – Present

- Work directly with startup companies to assist in the development of the overall business plan and strategies

Business Consultant

- Prepare industry and market research for business plans to present to investors for various startup companies and projects
- Evaluate and restructure existing business plans in accordance with newly established company goals and strategies
- Build, maintain and strengthen collaborative relationships with B2B service providers
- Recommend and negotiate business terms with investors
- Attend weekly networking functions
- **Key Achievements:**
- Developed a business plan and secured first stage funding for a hydrogen based fuel saving device for large diesel trucks
- Created a business plan and presentation for a solar based energy reduction project

Admatha Capital Management – Singapore December 2006 – December 2010

Investment banking, project management and consulting company servicing businesses throughout South East Asia

Managing Director

- Developed and implemented the overall company business and strategic plans and utilized leadership skills to train and inspire employees to accomplish company goals
- Prepared business and marketing plans for healthcare, mining, toll road, and housing development projects
- Cold called on small to medium size companies and sold consulting service contracts
- Represented the company at various functions, trade shows and conventions
- Hired management teams to assist with overseeing construction projects

- Set up and managed a branch office in Jakarta Indonesia with 5 administrative staff and 14 sales consultants, managed payroll and office equipment

Key Achievements:

- Raised over \$34 million for client projects
- Established independent agents in Malaysia, Philippines, Thailand and Hong Kong
- Increased company revenue by 29% in 8 months by adding new services

Lepont Management – Europe August 2000 – November 2006

A project management and consulting firm based in London UK that helped secure funding for real estate projects for clients in France, Germany, Belgium, Spain, Netherlands, Luxembourg and Switzerland ***Senior Consultant***

- Cold called on small to medium size businesses and sold consulting service contracts
- Developed and maintained relationships with other professional service providers
- Prepared business plans, feasibility studies and proposals
- Negotiated terms between clients, banks, financial institutions and investors
- Expanded company services to include asset management
- Hired and trained 9 employees ***Key Achievements:***
- Increased sales by 38% and revenue by 23% in 10 months
- Reduced operating expenses by 17%
- Raised over \$19 Million for client projects
- Trained and mentored two of the top producing sales consultants

California Numismatic Investments – Los Angeles, CA May 1996 to June 1999

Investment company specializing in the sale of gold, silver and rare coins

Investment Consultant

- Assisted clients in diversifying their investment portfolios
- Provided investment consultations to clients
- Prepared and distributed sales and marketing materials
- Sold Gold, Platinum, Rare Coins, Silver and other rare items

EDUCATION

California Polytechnic State University

- Completed 2 years of Agri-Business courses with concentration in marketing

Westec College

- Accounting course

CARRIE ZULEWSKI

Fresno Unified School District Request for Board Member Information		
Personal Information		
Name (First/Middle/Last): Carrie Krikorian Zulewski		
Other Names Used (i.e. Maiden/Former Married):		
Current address: 6047 N. Winchester Ave		
City: Fresno	State: CA	Zip Code: 93704
Daytime Phone: (559) 246-6200	Cell: (559) 246-6200	Fax
Email Address: cariez@sbglobal.net		

Serving on a public charter school board is a position of great trust and responsibility. As a board member of a public school, you are not only ultimately responsible for the education of all students enrolled in the school, but also entrusted with the obligation to see that the public monies which are given to the charter school are legally and wisely spent.

By providing the requested information, prospective board members will assist the Board of Education in determining if the application demonstrates that the school will be run in a financially, organizationally and educationally sound manner.

Will you be at least eighteen years old by January 1 of the year in which you plan to serve as a board member for the charter school? ☒ Yes ☐ No

Please submit typed responses to the inquiries below:

1. Indicate how you became aware of the charter school and the opportunity to serve as a member of its board, including who invited you to sit on the board. *I was invited by Site Director, Mrs. Sands to tour the current school and interview with Executive Director, Mrs. Lether.*
2. Explain why you wish to serve on the board. *I have been an advocate for children in this valley for many years, and this opportunity to support a high-quality charter organization directly aligned with my personal mission statement.*
3. Please indicate if you have previously served on a board of a school district or a not-for-profit corporation (including the board of a non-public school) and describe any relevant experience. *I have served on the Board of Directors as Vice President for the Juvenile Diabetes Foundation in Fresno. I have served on the Board of Directors for the Diabetic Youth Foundation. I have served on the Board of Directors for the 11th District PTA State of California. I was also named Volunteer of the Year at Dorothy Starr Elementary School-Fresno CA.*
4. Describe your understanding of the appropriate role of a public charter school board member. *My role is to help manage, guide, and direct the staff as they invest in the development of exceptional leaders.*
5. Indicate specifically the knowledge and experience that you would bring to the board. *I have served on multiple Boards and reviewed many budgets and expansion plans. I also have extensive experience promoting organizations and collaborating with teams to promote organizational health.*

6. Please provide a forecast of where you see the school in one year and then again in five years.

One Year: the opening of Aspen Public School, a public school with a safe learning environment determined to develop leaders. Five years: The replication of Aspen to provide more high-quality school choices to parents in the Fresno community.

7. How would you handle a situation in which you believe one or more members of the school's board are involved in self-dealing (working for their own benefit or the benefit of their friends and family)?
I would call for a special meeting and a vote of the majority of the members of the Board of Directors in compliance with the bylaws.

Conflict of Interest

8. If you, your spouse or other immediate family members knew any of the other board members prior to being invited to sit on the board, please so indicate and describe the relationship.
There was no prior knowledge of the Board of Directors by myself or my spouse.
9. If you, your spouse or other immediate family members know any people already known to be prospective school employees, please so indicate and describe the relationship. *I had met Site Director Mrs. Sands through mutual friends prior to becoming a Board Member.*
10. If you, your spouse or other immediate family members know anyone that plans to do business with the school, please so indicate and describe the relationship and the nature of the potential business.
None known
11. If the school proposes to partner with an educational service provider (a management company), please indicate if you, your spouse or other immediate family members know any employees, owners, or agents of that provider. If your answer is yes, please indicate the individuals you know and the nature of the relationship. *None known*
12. If the school proposes to enter into a contract with an educational service provider, please indicate whether you, your spouse or other immediate family member have a direct or indirect ownership, employment, contractual or management interest in the educational service provider.
None known
13. Please indicate if you, your spouse or other relative (by marriage or blood) anticipate conducting any business with the educational service provider, the school, or both. If so, please describe the potential relationship.
None known
14. Please indicate if you foresee any potential ethical or legal conflicts of interests should you serve on the school's board. If so, describe such potential conflicts.
None known

Educational Philosophy

15. Please describe your understanding of the school's mission and/or philosophy.
Transforming the community by developing exceptional leaders. This mission defines everything that the school strives to do. The school makes all decisions with careful consideration about how each one affects the development of students and the effect on students' future lives.
16. Please indicate your level of familiarity with the educational program that the school utilizes.
I have a fairly high level of familiarity of the educational program. I have read the business plan and reviewed the curriculum the school uses.
17. Please describe what you believe to be the key characteristics of a successful school. What specific steps do you think the board of the school will need to take to ensure that this school is successful?
A successful school strives to achieve a safe environment where kids are free to reach their potential academically and socially.
Steps: The steps I see necessary to ensure the students' success are; provision of many learning and service opportunities accompanied by praise and clear instruction carried out in a safe environment in order to promote their potential.

CARRIE ZULEWSKI

6047 N Winchester Fresno, CA 93704 | 559-246-6200 | carrie.zulewski@valleyprep.com

SUMMARY

"A head for business, a heart for the world"

If you are looking for fresh ideas for fundraising events, we are here to help. We can:

- Organize events, coordinate volunteers
- Raise money for a project or organization
- Provide marketing advice which may include press releases to media and promotion
- Give direction and coordinate activities for your Organization
- Take an active part in soliciting donations
- Provide detailed reporting of results throughout the "campaign" and at its end
- Provide support for event auctions/raffles including solicitation of items
- Answer questions and provide guidance, structure and task assignment Give insight from over 25 years of organizing events.

INTERESTS

Fundraising for non-profit organizations, Fundraising for local politics, Co-owner of C and M Collectibles, Owner of Valley Beads, Owner of Hair by Carrie Z., Enjoy Lobbying Congress for increase in funding for diabetes.

EXPERIENCE

Fundraising Consultant, *Z Fundraising Advisors*

• October 2009-Present, Fresno, California Area

Entrepreneur

• 1987-Present, Fresno California

ORGANIZATIONAL INVOLVEMENT

Current Board Member and Secretary of the Valley Preparatory Academy Charter, Inc. Board

Past Board President of The Greater Fresno Chapter Juvenile Diabetes Association

Board Member of the Diabetic Youth Foundation of Concord, CA

Volunteer for Valley Medical Center 1988-1995

Board of Trustee and Christian Education for Pilgrim Church, multiple terms

Supported interview boards for the Fresno Unified School District

Past Executive Board Member for the Fresno Unified District Parent Teacher Association, multiple terms

Active in Re-Form Fresno Unified.

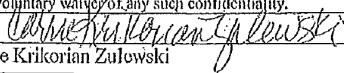
References:

Carole M. Sarkisian-Bonard, Ed.D. President Educators' Implementation Group, Inc.

Andreas Borgeas, County of Fresno Board of Supervisors Chairman, District 2

Background Information- insert resume here
Include the following information in resume:

- Education History
- Employment History -- If applicable, include previous experience with Charter Schools
- Professional Licenses/Credentials
- Professional Affiliations (Corporate Positions, Board Positions, etc)
- Fictitious Business Name Affiliations
- Professional References
- If applicable -- Arrests and/or Convictions

Authorization to Release Information	
<p>My signature affirms that all information on this application is true to the best of my knowledge. Further, I authorize all employers, institutions, government agencies and persons named as references to release information for use in establishing my qualifications and credentials for this position. This authorization:</p> <ul style="list-style-type: none"> ◦ Removes all liability from those who provide information and verification in response to any information I have stated in applying on behalf of the above referenced Charter School. ◦ Releases Fresno Unified School District and any agent acting on its behalf from any and all liability of whatever nature in requesting or using such information to assess my candidacy on behalf of the above referenced Charter School. ◦ Is valid during my entire candidacy and during any resulting period of employment with the above referenced Charter School. ◦ Is an indication of my knowledge and understanding that the information provided in this application will be used to examine my background and my knowing and voluntary agreement to the background information being publicly disclosed as part of the charter petition review and renewal process. ◦ Is an indication of my understanding that any reports generated by the District will not be confidential and my knowing and voluntary waiver of any such confidentiality. 	
Signature:	
Name:	Carrie Krikorian Zulowski
Position with School Development Team:	Board Secretary
Date:	9-21-15

DEBORAH ANN TORRES

Fresno Unified School District Request for Board Member Information		
Personal Information		
Name (First/Middle/Last): Deborah Ann Torres		
Other Names Used (i.e. Maiden/Former Married): Deborah Ann Knott		
Current address: 7133 E Bremer Ave		
City: Fresno	State: CA	Zip Code: 93737
Daytime Phone: 559-268-0839	Cell 559-408-8330	Fax
Email Address: thedebbiet@yahoo.com		

Serving on a public charter school board is a position of great trust and responsibility. As a board member of a public school, you are not only ultimately responsible for the education of all students enrolled in the school, but also entrusted with the obligation to see that the public monies which are given to the charter school are legally and wisely spent.

By providing the requested information, prospective board members will assist the Board of Education in determining if the application demonstrates that the school will be run in a financially, organizationally and educationally sound manner.

Will you be at least eighteen years old by January 1 of the year in which you plan to serve as a board member for the charter school? ☒ Yes ☐ No

Please submit typed responses to the inquiries below:

1. Indicate how you became aware of the charter school and the opportunity to serve as a member of its board, including who invited you to sit on the board.

I knew of Valley Prep Academy because of my position at the Fresno Rescue Mission. We were looking for a good educational match for our children at Rescue the Children and researched various opportunities. After our children were enrolled and we were excited about their education Shelly Lether and I had further conversations about VPA and she mentioned an opportunity to sit on the Board.

2. Explain why you wish to serve on the board.

I welcome this opportunity to sit on the Board at VPA to help with guidance and oversight for an already outstanding academic school. I appreciate the dedication and leadership that VPA has and value the opportunity to help where I can, be a sounding board when I can, offer advice and support as needed.

3. Please indicate if you have previously served on a board of a school district or a not-for-profit corporation (including the board of a non-public school) and describe any relevant experience. I have not served on a board of a school district or a non-profit organization. Since I work at a non-profit, I feel it is important to serve, but there needed to be a right fit in a non-competing environment.

Relevant experience is working in a non-profit and I also have my degree in Liberal Studies and spent considerable amount of time in the classroom in various school districts substitute teaching.

4. Describe your understanding of the appropriate role of a public charter school board member. My role is oversight, support, encouragement, accountability and advice.

5. Indicate specifically the knowledge and experience that you would bring to the board. I bring a working knowledge of non-profit governance, accountability and transparency. Within my duties of Chief Development Officer at Fresno Rescue Mission, I also have an area of expertise in marketing and communication. I also bring knowledge of the classroom personally as an active parent volunteer through 3 children and professionally.

6. Please provide a forecast of where you see the school in one year and then again in five years. In one year I see VPA successfully maintaining Valley Prep Academy, opening Aspen Charter School and successfully increasing enrollment in both sites to viable capacity. I see the schools with high academic standards, building confidence and ability in each and every student and effectively supporting and encouraging the parents and care givers in their role as mentors to their students.

In five years I see both schools filled to effective capacity, expanding in grades to accommodate new students and increasing in size and capacity to serve the community. I do foresee a need to open a new high school to give parents viable options for their students' needs and educational successes in our community.

7. How would you handle a situation in which you believe one or more members of the school's board are involved in self-dealing (working for their own benefit or the benefit of their friends and family)? If I believe that any of the schools board were working for their benefit or the benefit of a friend or family I would address that issue immediately and directly. I believe accountability is tantamount within any company and certainly transparency is critical within this organization. My approach would be to ask a lot of questions, scrutinize associations that may be a conflict and if there is a question put measures of accountability such as 2 signatures or oversight by another staff member.

Conflict of Interest

8. If you, your spouse or other immediate family members knew any of the other board members prior to being invited to sit on the board, please so indicate and describe the relationship.
I did not
9. If you, your spouse or other immediate family members know any people already known to be prospective school employees, please so indicate and describe the relationship.
I do not

Educational Philosophy

15. Please describe your understanding of the school's mission and/or philosophy.
Valley Prep Academy will support and encourage each and every student's academic success. They believe in success, leadership and fostering both in each and every child. They also believe in learning and making learning relevant. They don't believe in rote homework but instead in meaningful at home activities that will support the educational process. Valley Prep also wants to support and educate each parent or caregiver in the best methods and practices of supporting their individual student.
16. Please indicate your level of familiarity with the educational program that the school utilizes.
I have observed classroom and heard presentations by staff and students regarding Leader in Me and Basecamp.
17. Please describe what you believe to be the key characteristics of a successful school. What specific steps do you think the board of the school will need to take to ensure that this school is successful?
I believe the key to success is in supporting both the student and the parent or caregiver through the educational process. I believe this is accomplished through a partnership with the school and each member to assure support and success for all parties. I believe VPA has a good balance in this regard. To ensure school success it is the board's responsibility to keep the vision in focus, accountability in place and sustainable growth on the horizon.

Authorization to release Information	
My signature affirms that all information on this application is true to the best of my knowledge. Further, I authorize all employers, institutions, government agencies and persons named as references to release information for use in establishing my qualifications and credentials for this position: This authorization:	
<ul style="list-style-type: none">● Removes all liability from those who provide information and verification in response to any information I have stated in applying on behalf of the above referenced Charter School.● Releases Fresno Unified School District and any agent acting on its behalf from any and all liability of whatever nature in requesting or using such information to assess my candidacy on behalf of the above referenced Charter School.● Is valid during my entire candidacy and during any resulting period of employment with the above referenced Charter School.● Is an indication of my knowledge and understanding that the information provided in this application will be used to examine my background and my knowing and voluntary agreement to the background information being publicly disclosed as part of the charter petition review and renewal process.● Is an indication of my understanding that any reports generated by the District will not be confidential and my knowing and voluntary waiver of any such confidentiality.	
Signature:	
Name: Deborah Torres	
Position with School Development Team:	Date: 10/28/16

DEBORAH TORRES

7133 East Bremer Avenue • Fresno, CA 93737 • 559.408.8330 • thedebbiet@yahoo.com

SUMMARY OF QUALIFICATIONS:

Professional: Motivated, Innovative and Dedicated. Solid writing and organizational skills. Excellent social and interpersonal skills.
Proven leader: Recruited, motivated and managed productive department leaders and support staff.

Technical: Microsoft Office: Word and Excel including mail merge and database software

PROFESSIONAL EXPERIENCE:

CHIEF DEVELOPMENT OFFICER – FRESNO RESCUE MISSION, FRESNO, CA 2/2015 TO PRESENT

- Oversee Donor Development, Marketing & Public Relations
- Strategize, Develop & Implement comprehensive marketing programs
- Function as the Public Information Officer
- Supervise Director of Community Engagement – including Mission at the Mission, Events and Volunteerism

DIRECTOR OF WOMEN AND CHILDREN'S SERVICES – FRESNO RESCUE MISSION, FRESNO, CA 12/2008 TO 2/2015

- Responsible for department budget
- Evaluated and Implemented comprehensive programming for women and children
- Developed working symbiotic relationships with other parachurch and secular organizations
- Define key staffing roles. Hire and train appropriate personnel
- Translate the purpose and the passion of Rescue the Children and the Fresno Rescue Mission to individuals, churches and businesses through presentations and individual meetings
- Consistently rated "Outstanding Performance" in annual reviews

SUBSTITUTE TEACHER – SANGER UNIFIED SCHOOL DISTRICT, SANGER, CA 9/2007 TO 11/2008

- Specializing in Junior High grades
- Including a long-term position in Language Arts and Social Studies, Quail Lake

ASSISTANT MANAGER & FITNESS TRAINER – GEMS FITNESS FOR WOMEN, FRESNO, CA 8/2004 TO 11/2006

- Oversee all aspects of location: staff, sales, operations and client relations
- Strategize and implement site specific marketing plan

SPECIAL EVENTS DIRECTOR – BOYS & GIRLS CLUBS OF FRESNO COUNTY, FRESNO, CA 1/2002 TO 4/2004

- Plan and implement special events
- Solicit business and private sponsorships and donations
- Issue press releases and act as media liaison
- Recruit and oversee committee volunteers
- Publish quarterly newsletter

DIRECTOR OF CHILDREN'S MINISTRY – JUBILEE CHRISTIAN CENTER, SAN JOSE, CA
8/2000

1

- Organize and oversee all aspects of the Children's Ministry office
- Oversee church's program for 500 children per week
- Recruit, coordinate, train & supervise 40+ volunteer staff
- Plan, coordinate and implement events and activities

EDUCATION:

CALIFORNIA STATE UNIVERSITY, FRESNO - BACHELOR OF ARTS, LIBERAL STUDIES
FRESNO CITY COLLEGE - ASSOCIATE OF ARTS

REFERENCES:

Kenneth Quenzer
Boys & Girls Clubs of Fresno County
540 N. Augusta Street
Fresno, CA 93701
559-266-3117
kquenzer@bgclubfc.org

Stan Oken
Wonder Valley Ranch & Resort
6450 Elwood Road
Sanger, CA 93657
559-906-0200
stan@wondervalley.com

Pastors Randy & Cherie Hand
Celebration Church
4842 W. Jacquelyn Ave.
Fresno, CA 93722
559-275-2083
rehand@celebrationchurch.cc

SARGENT DIANA TRUEBA

Fresno Unified School District Request for Board Member Information		
Personal Information		
Name (First/Middle/Last): Diana Maria Trueba		
Other Names Used (i.e. Maiden/Former Married): N/A		
Current address: 2323 Mariposa Mall		
City: Fresno	State: CA	Zip Code: 93720
Daytime Phone: 559-259-2857	Cell 559-259-2857 Fax	
Email Address: Diana.Trueba@fresno.gov		

Serving on a public charter school board is a position of great trust and responsibility. As a board member of a public school, you are not only ultimately responsible for the education of all students enrolled in the school, but also entrusted with the obligation to see that the public monies which are given to the charter school are legally and wisely spent.

By providing the requested information, prospective board members will assist the Board of Education in determining if the application demonstrates that the school will be run in a financially, organizationally and educationally sound manner.

Will you be at least eighteen years old by January 1 of the year in which you plan to serve as a board member for the charter school? ☒ Yes ☐ No

Please submit typed responses to the inquiries below:

1. Indicate how you became aware of the charter school and the opportunity to serve as a member of its board, including who invited you to sit on the board.—
I became aware of the charter school after attending Better Blackstone Project meetings on school campus (Aspen). Shelly Lether invited me to sit on the board and interview for the position.
2. Explain why you wish to serve on the board.-
I love my community and I am committed to working to ensure it is a better and safer place.
3. Please indicate if you have previously served on a board of a school district or a not-for-profit corporation (including the board of a non-public school) and describe any relevant experience.
I currently serve on the Board of Directors for the Family Healing Center (non-profit). FHC is committed to helping women and children that are victims of sexual and physical assault.
4. Describe your understanding of the appropriate role of a public charter school board member.
I understand that part of the role of a school board member is to make decisions that will positively impact the children attending the school (financial, educational, safety, etc.).

5. Indicate specifically the knowledge and experience that you would bring to the board.
I am a peace officer and am currently assigned as the Police Detective Sergeant to the Fresno Police Police Department's Central Policing District. I have over 13 years of law enforcement experience with expertise ranging from sexual assault, domestic violence, gangs, narcotics and undercover

investigations. I am confident that the knowledge, training and experience I bring to the board will assist with making the schools a safer place.

6. Please provide a forecast of where you see the school in one year and then again in five years.
I see both Valley Prep and Aspen schools growing in their enrollment numbers a year from now. I see both schools graduating successful students and seeing increasing enrollment numbers five years from now as well.
7. How would you handle a situation in which you believe one or more members of the school's board are involved in self-dealing (working for their own benefit or the benefit of their friends and family)?

If I believed that one or more members of the school board were involved in self-dealing, I would bring it up to the board president and ensure that an extremely thorough investigation is conducted. The most important thing is keeping the children and their interests in mind. However, this is a very delicate situation because if I am wrong in my belief, I could potentially damage someone's reputation before a thorough investigation is completed.

Conflict of Interest

8. If you, your spouse or other immediate family members knew any of the other board members prior to being invited to sit on the board, please so indicate and describe the relationship.
I did not know any of the board members personally before being invited to sit on the board. I did meet some of them in the Better Blackstone Project meetings.
9. If you, your spouse or other immediate family members know any people already known to be prospective school employees, please so indicate and describe the relationship.
N/A
10. If you, your spouse or other immediate family members know anyone that plans to do business with the school, please so indicate and describe the relationship and the nature of the potential business.
N/A
11. If the school proposes to partner with an educational service provider (a management company), please indicate if you, your spouse or other immediate family members know any employees, owners, or agents of that provider. If your answer is yes, please indicate the individuals you know and the nature of the relationship.
N/A

12. If the school proposes to enter into a contract with an educational service provider, please indicate whether you, your spouse or other immediate family member have a direct or indirect ownership, employment, contractual or management interest in the educational service provider.
N/A

13. Please indicate if you, your spouse or other relative (by marriage or blood) anticipate conducting any business with the educational service provider, the school, or both. If so, please describe the potential relationship.
N/A

14. Please indicate if you foresee any potential ethical or legal conflicts of interests should you serve on the school's board. If so, describe such potential conflicts.
N/A

Educational Philosophy

15. Please describe your understanding of the school's mission and/or philosophy.
The mission of the school is to bring positive change to the community by developing exceptional leaders. Once those leaders are created, it is the hope of the community to have those leaders stay within the community and create more leaders themselves. This will ensure that the community is transformed by people that have a vested interest.

16. Please indicate your level of familiarity with the educational program that the school utilizes.
As a new board member, I have learned about the educational program that the school utilizes (including leadership, music, as well as the common core standards). This well rounded program will ensure the success of students.

17. Please describe what you believe to be the key characteristics of a successful school. What specific steps do you think the board of the school will need to take to ensure that this school is successful?
Some of the characteristics of a successful school are good oversight from the Board and strong school leadership. Ensuring that the board knows when to approve programs when they are in the benefit of the students enrolled.

Background Information- insert resume here
Include the following information in resume:

- Education History
- Employment History – If applicable, include previous experience with Charter Schools
- Professional Licenses/Credentials
- Professional Affiliations (Corporate Positions, Board Positions, etc)
- Fictitious Business Name Affiliations
- Professional References
- If applicable – Arrests and/or Convictions

Authorization to release Information

My signature affirms that all information on this application is true to the best of my knowledge. Further, I authorize all employers, institutions, government agencies and persons named as references to release information for use in establishing my qualifications and credentials for this position: This authorization:

- Removes all liability from those who provide information and verification in response to any information I have stated in applying on behalf of the above referenced Charter School.
- Releases Fresno Unified School District and any agent acting on its behalf from any and all liability of whatever nature in requesting or using such information to assess my candidacy on behalf of the above referenced Charter School.
- Is valid during my entire candidacy and during any resulting period of employment with the above referenced Charter School.
- Is an indication of my knowledge and understanding that the information provided in this application will be used to examine my background and my knowing and voluntary agreement to the background information being publicly

disclosed as part of the charter petition review and renewal process.

- Is an indication of my understanding that any reports generated by the District will not be confidential and my knowing and voluntary waiver of any such confidentiality.

Signature: 

Name:

DIANA TRUEBA

Position with School Development Team:

BOARD MEMBER

Date: 11/29/16

Sergeant Diana M. Trueba #S190
Fresno Police Department
Central District Investigations
3502 N. Blackstone Ave. #201 Fresno, CA
Office 559-621-6205

TRAINING HISTORY

Supervisory/Promotion Courses/Training

Women Leaders in Law Enforcement Symposium
California Police Chiefs Association
San Diego, California
November, 2016
14 Hours

Fresno Sheriff's Department
Leadership Principles
Clovis, California
August, 2016
16 Hours

Women Leaders in Law Enforcement Symposium
California Police Chiefs Association
Sacramento, California
November, 2015
14 Hours

Women Leaders in Law Enforcement Symposium
California Police Chiefs Association
Anaheim, California
October, 2014
14 Hours

CSU Long Beach
Internal Affairs
Garden Grove, California
September 22-24, 2014
24 hours

DPREP
Critical Incident Response For Law Enforcement Supervisors and Managers
Anaheim, California
July 21-24, 2014
32 Hours

Fresno Sheriff's Department
Leadership Principles
Clovis, California
June 10-11, 2014
16 Hours

CPOA
Officer Involved Shootings-Supervisory and Management Responsibilities
Fresno, California
February 7-8, 2014
16 Hours

Knowledge, Skills and Abilities, LTD.
Mock Assessment Center Scenarios
Assessment Centers-Rick Michelson
February 2014
Sacramento, California
8 Hours

Behavior Analysis Training Institute (BATI)

Advanced Cognitive Interviewing & Forensic Statement Analysis
February 08, 2008
Fresno, California
40 hours/ P.O.S.T Certified

Interview and Interrogation
December 14, 2007

Fresno, California
40 hours/P.O.S.T. Certified

Tulare-Kings Counties Public Safety Training Department
Preparation and Service of Search Warrants
Visalia, California
November 9, 2005
24 hours

EMPLOYEMENT

1997-1999 City of Reedley, Police Department Reedley, CA
Reserve CSO/Jailer

1999-2000 City of Reedley, Police Department Reedley, CA
911 Police Dispatcher

2000-2003 City of Fresno, Police Department Fresno, CA
911 Police Dispatcher

2003 – Present City of Fresno, Police Department Fresno, CA

Cadet

- Patrol Transport-Wagon

Police Officer

- Personnel Recruiter (Collateral Duty)
- Sexual Assault Unit Detective
- MAGEC-Metro- Bulldog Gang Detective/Investigator
- Graffiti Detective
- Violent Crime Impact Team-Surveillance Team (VCIT)-
Undercover

MARY JANE FITZPATRICK

Fresno Unified School District Request for Board Member Information	
Personal Information	
Name (First/Middle/Last): Mary Jane Fitzpatrick	
Other Names Used (i.e. Maiden/Former Married): Mary Jane Cope, maiden	
Current address: 1522 W. Holland	
City: Fresno	State: Ca. Zip Code: 93705
Daytime Phone: (559)226-0170	(559)905-1919 Cell Fax
Email Address: mloftz@comcast.net	

Serving on a public charter school board is a position of great trust and responsibility. As a board member of a public school, you are not only ultimately responsible for the education of all students enrolled in the school, but also entrusted with the obligation to see that the public monies which are given to the charter school are legally and wisely spent.

By providing the requested information, prospective board members will assist the Board of Education in determining if the application demonstrates that the school will be run in a financially, organizationally and educationally sound manner.

Will you be at least eighteen years old by January 1 of the year in which you plan to serve as a board member for the charter school? ☐ Yes ☐ No

Please submit typed responses to the inquiries below:

1. Indicate how you became aware of the charter school and the opportunity to serve as a member of its board, including who invited you to sit on the board. I am the grandparent of a student currently enrolled at Valley Preparatory Academy (VPA). At the completion of his first year, I attended an open house that highlighted academic achievement and visual arts for every grade level. It was a pleasure to see an active and involved staff. My son and daughter-in law were hoping that VPA would provide a "gentle education" with high academic and behavioral standards. We all believe that VPA has fulfilled those requirements. I had the opportunity to thank the Executive and Academic Directors for their focus and energy and to offer my support in any way that I could. After sharing my background of service, I was asked to consider a position on the board.
2. Explain why you wish to serve on the board. My retirement has provided time and opportunity to support efforts that create community. VPA is resolved to anchor the school neighborhood with a strong message of inclusion and caring. Everyone has a voice and is encouraged to engage with staff. Investing time and interest in the school is welcomed and rewarded with appreciation and thanks. I wish to serve on a board that supports those efforts.

3. Please indicate if you have previously served on a board of a school district or a not-for-profit corporation (including the board of a non-public school) and describe any relevant experience.
N/A
4. Describe your understanding of the appropriate role of a public charter school board member. The role of a public charter school board member is to make sure that all students learn and that nothing illegal, unethical or imprudent is allowed to exist.
5. Indicate specifically the knowledge and experience that you would bring to the board. I have 26 years of increased responsibility working for the City of Fresno Department of Parks, Recreation and Community Services. I was responsible for providing city-wide recreation programs that promoted health and wellness for children, adults, senior citizens, and disabled youth and adults. I was responsible for creating and managing line item budgets, recruiting and training staff, facility management and maintaining regular communication with the Fresno City Council and the Mayor's office.
6. Please provide a forecast of where you see the school in one year and then again in five years. The 2015-16 school year at VPA will utilize the globally acclaimed *The Leader in Me* program that promotes; responsibility, critical thinking, integrity, teamwork, collaboration, listening, and speaking. I envision that this investment of resources and staff training will ultimately benefit every student in a very positive way. The next five years at VPA is all about smart growth. With the addition of Aspen Public School (a replicate of the successful model of VPA), growth is certainly in the future. I hope to see the establishment of a high school for the two TK-8 feeder schools.
7. How would you handle a situation in which you believe one or more members of the school's board are involved in self-dealing (working for their own benefit or the benefit of their friends and family)? I would ask difficult questions that would require specific and truthful answers to my concerns. If I were not satisfied with the answers, I would consult with our attorney for guidance. Egregious events would be reported to FUSD Charter office Manager.

Conflict of Interest

8. If you, your spouse or other immediate family members knew any of the other board members prior to being invited to sit on the board, please so indicate and describe the relationship. N/A
9. If you, your spouse or other immediate family members know any people already known to be prospective school employees, please so indicate and describe the relationship. N/A
10. If you, your spouse or other immediate family members know anyone that plans to do business with the school, please so indicate and describe the relationship and the nature of the potential business.
N/A

11. If the school proposes to partner with an educational service provider (a management company), please indicate if you, your spouse or other immediate family members know any employees, owners, or agents of that provider. If your answer is yes, please indicate the individuals you know and the nature of the relationship. *N/A*
12. If the school proposes to enter into a contract with an educational service provider, please indicate whether you, your spouse or other immediate family member have a direct or indirect ownership, employment, contractual or management interest in the educational service provider. *N/A*
13. Please indicate if you, your spouse or other relative (by marriage or blood) anticipate conducting any business with the educational service provider, the school, or both. If so, please describe the potential relationship. *N/A*
14. Please indicate if you foresee any potential ethical or legal conflicts of interests should you serve on the school's board. If so, describe such potential conflicts. *N/A*

Educational Philosophy

15. Please describe your understanding of the school's mission and/or philosophy. **The mission of VPA is *Transforming the community by developing exceptional leaders*. VPA provides a safe learning environment where students can develop academic and character excellence. The mission is for all students to become self-motivated, lifelong learners by providing high academic and ethical standards. When 21st. century leadership skills are taught alongside standards-based curriculum, students become productive and healthy members of our community.**
16. Please indicate your level of familiarity with the educational program that the school utilizes. **Teachers align all lesson plans to California Common Core State Standards. In addition to using state-adopted core textbooks, teachers have the flexibility to design curriculum using the internet, enrichment materials, project based assignments and teacher created materials. Curriculum effectiveness is analyzed by educational SMART goals (specific, measurable, attainable, results oriented, time bound). Character development is the keystone to VPA. Core values are taught through Franklin Covey's *7 Habits of Happy Kids*. (The Leader in Me). VPA utilizes the Discipline that Restores model, developed by Ron and Roxanne Claassen which promotes discipline that is fair, restorative and consistent.**
17. Please describe what you believe to be the key characteristics of a successful school. What specific steps do you think the board of the school will need to take to ensure that this school is successful? **Key characteristics: Vision, leadership, professional development, high academic standards, evidence of success, family/ school/ community partnership, evaluation. Steps to ensure success include; supporting a culture of transparency, quarterly review of mission/goals/objectives, meaningful evaluations of all stakeholders, monthly budgetary reviews, review academic stats.**

Mary Jane Fitzpatrick

(559) 905-1919
1522 W Holland Ave. Fresno, CA 93722
mjcfitz@comcast.net

Education

- California State University, Fresno 1974 Dean's List Graduate
Bachelor of Science Degree, Therapeutic Recreation

Professional Experience

- Recreation Manager, City of Fresno Department of Parks and Recreation March 2005- June 2010
Responsible for city-wide recreation programs including; senior citizens, disabled youth and adults, adult sports programs, health and wellness, aquatics and neighborhood parks. Managed 325 employees. Managed line item budgets totaling seven million dollars. Reported to Fresno City Council and Mayor's office.
- Community Recreation Supervisor II March 1998-March 2005
Supervised 15 neighborhood park programs, 20 FUSD elementary school programs and managed Mosqueda Community Center in Southeast Fresno. Supervised 12 fulltime staff and 41 temporary employees. Worked closely with Fresno Police Department in various youth programs and community events.
- Interim Community Recreation Supervisor II Sept 1996-March 1998
Supervised 15 neighborhood park programs, 20 FUSD elementary school programs and managed Mosqueda Community Center in Southeast Fresno. Supervised 12 fulltime staff and 41 temporary employees. Worked closely with Fresno Police Department in various youth programs and community events.
- Therapeutic Recreation Supervisor I Feb 1988- March 1996
Supervised and implemented adapted recreation programs for disabled youth and adults. Responsible for assuring ADA compliance and access to city owned facilities throughout Fresno.
- Therapeutic Recreation Specialist June 1984- Feb 1988
Planned and facilitated adapted citywide programs and activities for disabled youth and adults.
- Special Education Classroom Assistant, Fresno Unified School District Sept 1974-June 1976

Affiliations

- Fresno's Master Chorale, performing chorus with Fresno Philharmonic
- San Joaquin River Parkway (docent in training)
- Valley Preparatory Academy Board member and Leadership Team member
- First Congregational Church, member

Background Information- insert resume here

Include the following information in resume:

- o Education History
- o Employment History -- If applicable, include previous experience with Charter Schools
- o Professional Licenses/Credentials
- o Professional Affiliations (Corporate Positions, Board Positions, etc)
- o Pictitious Business Name Affiliations
- o Professional References
- o If applicable -- Arrests and/or Convictions

Authorization to Release Information

My signature affirms that all information on this application is true to the best of my knowledge. Further, I authorize all employers, institutions, government agencies and persons named as references to release information for use in establishing my qualifications and credentials for this position. This authorization:

- o Removes all liability from those who provide information and verification in response to any information I have stated in applying on behalf of the above referenced Charter School.
- o Releases Fresno Unified School District and any agent acting on its behalf from any and all liability of whatever nature in requesting or using such information to assess my candidacy on behalf of the above referenced Charter School.
- o Is valid during my entire candidacy and during any resulting period of employment with the above referenced Charter School.
- o Is an indication of my knowledge and understanding that the information provided in this application will be used to examine my background and my knowing and voluntary agreement to the background information being publicly disclosed as part of the charter petition review and renewal process.
- o Is an indication of my understanding that any reports generated by the District will not be confidential and my knowing and voluntary waiver of any such confidentiality.

Signature: *Mary Jane Fitzpatrick*

Name: *MARY JANE FITZPATRICK*

Position with School Development Team: *Board member*

Date: *9/22/15*

MEGAN RAFFERTY

Fresno Unified School District Request for Board Member Information		
Personal Information		
Name (First/Middle/Last): Megan E Rafferty		
Other Names Used (i.e. Maiden/Former Married):		
Current address: PO Box 214		
City: Linden	State: CA	Zip Code: 95236
Daytime Phone: 209-351-3468	Cell	Fax
Email Address: mrafferty3@gmail.com		

Serving on a public charter school board is a position of great trust and responsibility. As a board member of a public school, you are not only ultimately responsible for the education of all students enrolled in the school, but also entrusted with the obligation to see that the public monies which are given to the charter school are legally and wisely spent.

By providing the requested information, prospective board members will assist the Board of Education in determining if the application demonstrates that the school will be run in a financially, organizationally and educationally sound manner.

Will you be at least eighteen years old by January 1 of the year in which you plan to serve as a board member for the charter school? ☒ Yes ☐ No

Please submit typed responses to the inquiries below:

1. Indicate how you became aware of the charter school and the opportunity to serve as a member of its board, including who invited you to sit on the board.

Recently, I started doing work in Fresno and felt like supporting a charter school in the region would deepen my work in the community. Corrie Sands invited me to interview for the board position.

2. Explain why you wish to serve on the board.

I want to support a charter school that making strides in closing the achievement gap for students in Fresno. I believe that supporting school choice is important especially for low income and first generation students. A great public school can change the lives of students.

3. Please indicate if you have previously served on a board of a school district or a not-for-profit corporation (including the board of a non-public school) and describe any relevant experience.

4. Describe your understanding of the appropriate role of a public charter school board member.

A charter school board member should focus relentlessly on student achievement, act strategically, commit to exemplary governance, ensure that there is exceptional school leadership, raise and use resources wisely, and maintain regulatory and legal compliance.

5. Indicate specifically the knowledge and experience that you would bring to the board.

I bring knowledge and experience of a classroom educator, a qualitative researcher -whose primary research focus was high performing charter management organization and charter school authorizing, education data, and aligning the education to workforce pipeline.

6. Please provide a forecast of where you see the school in one year and then again in five years.

I see Valley Prep making great academic strides across their campus in the next year as well as growing their second campus enrollment. In five years, I believe that Valley Prep will see organizational growth. Additionally, I foresee the organization will have high achieving students across sites that are out performing their peers in the city.

7. How would you handle a situation in which you believe one or more members of the school's board are involved in self-dealing (working for their own benefit or the benefit of their friends and family)?

I would find evidence regarding the self-dealing, and then I would bring it to the rest of the board and call for those other board members resign.

Conflict of Interest

8. If you, your spouse or other immediate family members knew any of the other board members prior to being invited to sit on the board, please so indicate and describe the relationship.

No.

9. If you, your spouse or other immediate family members know any people already known to be prospective school employees, please so indicate and describe the relationship.

I met Corrie Sands prior to expressing interest in coming onto the board.

10. If you, your spouse or other immediate family members know anyone that plans to do business with the school, please so indicate and describe the relationship and the nature of the potential business.

No.

11. If the school proposes to partner with an educational service provider (a management company), please indicate if you, your spouse or other immediate family members know any employees, owners, or agents of that provider. If your answer is yes, please indicate the individuals you know and the nature of the relationship.

No.

12. If the school proposes to enter into a contract with an educational service provider, please indicate whether you, your spouse or other immediate family member have a direct or indirect ownership, employment, contractual or management interest in the educational service provider.

No

13. Please indicate if you, your spouse or other relative (by marriage or blood) anticipate conducting any business with the educational service provider, the school, or both. If so, please describe the potential relationship.

No

14. Please indicate if you foresee any potential ethical or legal conflicts of interests should you serve on the school's board. If so, describe such potential conflicts.

I don't.

Educational Philosophy

15. Please describe your understanding of the school's mission and/or philosophy.

Valley Prep's mission is transforming the community through the development of exceptional leaders. Essentially, through education you can transform communities.

16. Please indicate your level of familiarity with the educational program that the school utilizes.

I am relatively familiar with some of the educational programs, such as Boot Camp, that the schools utilize. I look forward to getting more familiar over time.

17. Please describe what you believe to be the key characteristics of a successful school. What specific steps do you think the board of the school will need to take to ensure that this school is successful?

I believe that great leadership and passionate teachers are essential characteristics of a successful school. As a board member we are charged with supporting the executive director. Great leadership starts at the top.

Background Information- insert resume here
Include the following information in resume:

- Education History
- Employment History – If applicable, include previous experience with Charter Schools
- Professional Licenses/Credentials
- Professional Affiliations (Corporate Positions, Board Positions, etc)
- Fictitious Business Name Affiliations
- Professional References
- If applicable – Arrests and/or Convictions

Authorization to release Information

My signature affirms that all information on this application is true to the best of my knowledge. Further, I authorize all employers, institutions, government agencies and persons named as references to release information for use in establishing my qualifications and credentials for this position: This authorization:

- Removes all liability from those who provide information and verification in response to any information I have stated in applying on behalf of the above referenced Charter School.
- Releases Fresno Unified School District and any agent acting on its behalf from any and all liability of whatever nature in requesting or using such information to assess my candidacy on behalf of the above referenced Charter School.
- Is valid during my entire candidacy and during any resulting period of employment with the above referenced Charter School.
- Is an indication of my knowledge and understanding that the information provided in this application will be used to examine my background and my knowing and voluntary agreement to the background information being publicly disclosed as part of the charter petition review and renewal process.

- Is an indication of my understanding that any reports generated by the District will not be confidential and my knowing and voluntary waiver of any such confidentiality.

Signature: _____

Name: _____

Position with School Development Team: _____

Date: 1/28/16

MEGAN RAFFERTY

3500 N DUNCAN RD • LINDEN, CA 95236 • MRAFFERTY3@GMAIL.COM • (209)351-3468

SUMMARY OF QUALIFICATIONS

An Education Consultant with a Master's degree in Special Education and six years of educational development work experience, specializing in the research, analysis, development and presentation of public charter school policies and data.

EDUCATION

<i>Master of Arts (M.Ed.), Special Education</i> University of the Pacific	Graduated May 2013 Stockton, CA
<i>Bachelor of Arts (B.A.), Cultural Anthropology</i> University of Oregon	Graduated August 2003 Eugene, OR

WORK EXPERIENCE

Outreach Consultant Educational Results <ul style="list-style-type: none">Assist in the development of Cal-PASS Plus website, California's K-16 to workforce data website.California charter schools & traditional districts engagement to increase membership to Cal-PASS Plus.Meet and present to district school leaders to inform them about the Cal-PASS Plus.Assist in the coordination and planning of meetings and webinars across California to increase awareness, shift the mindset from compliance to education improvement & reform.Facilitate small group activities during meeting to assist participants in accessing and understanding dataSupport the development of the Cal-PASS Plus K-12 Foster Youth DashboardDevelop power point presentations and website content.Develop and present webinars to train new members on using Cal-PASS Plus.	November 2013- Present Sacramento, CA
Research Consultant, Author National Association of Charter School Authorizers <ul style="list-style-type: none">Updated policy briefs: <i>Chartering Boards, NACSA's Principles & Standards, Minimum Performance Thresholds, Evaluating & Sanctioning Authorizers.</i>Developed interview protocol with the goal of getting the right responses for the needs of the work. Interviewed leaders of charter school authorizing, charter school policy, and SEA in eight states.Revised and rewrote briefs to reflect current policy, rules, regulations, and practices.	February 2014-June 2014 Chicago, IL
Presenter & Co-Author Soholt Strategic Communications <ul style="list-style-type: none">Disseminated the Bill & Melinda Gates Foundation Charter Management Organization (CMO) Succession Planning Report to charter school organizations through three state and national charter school conferences and an online tool featured on the National Alliance for Public Charter Schools' website.Coordinated a private session for forty high performing CMO leaders and supporters at the California Charter School Association Conference to present the CMO Succession Planning Report.Designed a hour-long PowerPoint presentation on the report, online tool, and data compiled for conferences.	March 2012 – Present Seattle, WA

**Principal
Egret Hill Consulting, LLC**

**January 2009 – Present
Linden, CA**

- Formed collaborative relationships with educational organizations and organization leaders for a consulting firm supporting charter school organizations through research, project work, and advocacy.
- Contributed to two national studies on high performing charter schools through site visits of high-performing charter schools and interviews with key stakeholders across the nation.
- Developed and delivered presentations to local LEA representatives and developers on charter start up options.

**Education/Research Consultant
WestEd**

**August 2012 – February 2013
Sacramento, CA**

- Developed a five-page report assessing the practices of California's Charter School Authorizers commissioned by the California Department of Education in support of the California Board of Education.
- Interviewed the executive leadership of eight high performing charter schools and charter management organizations in order to identify "best practices" in data management and charter school authorizer practices.
- Identified charter school authorizers with rigorous oversight practices for qualitative interviews.
- Developed an interview protocol for charter school organizations and charter school authorizers.
- Interviewed CDE Charter School Dissemination Grant recipients on the application process and grant impact.
- Developed a marketing plan for the CDE Dissemination Grant which improved applicant pool size 41%.

**Contributing Researcher and Author
Plattner Communications**

**August 2011 – January 2012
Baltimore, MD**

- Developed an eighteen-page actionable research report detailing current charter school practices with an online tool that allowed charter school leaders to access resources and improve succession planning practices. The report can be found on the National Alliance for Public Charter Schools website.
- Conducted a research study, which included qualitative and quantitative methods, examining the succession planning practices of top performing CMOs.

**Consulting Researcher
KW Consulting**

**July 2010 – February 2011
Seattle, WA**

- Coordinated site visits and conducted in-person interviews across five nation-wide charter and public schools as project principal for a case study examination of innovative special education delivery in public schools.

Aspire Public Schools, Educator

August 2005 – May 2010

- Regional substitute teacher K-12
- Special educator & RtI coordinator

ASSOCIATIONS

**Rye Catcher, Advisor
New York, NY**

October 2014- Present

- Strategic partnerships
- Business development

**WISH Charter Elementary, Board Member
Los Angeles, CA**

March 2013 – June 2015

- Community Outreach and Executive Committee Member

The Fine Road Foundation, Co- Founder/ Trustee

May 2013- Present

Linden, CA

- Organizational Development
- Governance Committee and Community Relations Committee

Association of Small Foundations

June 2013- December 2013

Washington, D.C.

- Next Generation Cohort Member

STEVEN JOHN PAUL

Fresno Unified School District Request for Board Member Information			
Personal Information			
Name Stephen John Paul			
Current address: 5844 E. Hamilton			
City: Fresno	State: CA	Zip Code: 93727	
Daytime Phone:	Cell 559 259-6752	Fax	
Email Address: spaul@cgs@gmail.com			

Serving on a public charter school board is a position of great trust and responsibility. As a board member of a public school, you are not only ultimately responsible for the education of all students enrolled in the school, but also entrusted with the obligation to see that the public monies which are given to the charter school are legally and wisely spent.

By providing the requested information, prospective board members will assist the Board of Education in determining if the application demonstrates that the school will be run in a financially, organizationally and educationally sound manner.

Will you be at least eighteen years old by January 1 of the year in which you plan to serve as a board member for the charter school? ☒ Yes ☐ No

Please submit typed responses to the inquiries below:

1. Indicate how you became aware of the charter school and the opportunity to serve as a member of its board, including who invited you to sit on the board. *Became aware through current boardmember Carrie Krikorian Zulewski and I was invited by Carrie Zulewski.*
2. Explain why you wish to serve on the board. *My family has serving the community in for over 110 years. From senior citizens to children, any opportunity to improve the quality of life for our citizens you or old is a privilege.*

3. Please indicate if you have previously served on a board of a school district or a not-for-profit corporation (including the board of a non-public school) and describe any relevant experience. *I have appointed to the Roosevelt Implementation committee from 1991 to 1995 for the city of Fresno by then city council member Esther Padilla.*
4. Describe your understanding of the appropriate role of a public charter school board member. *Help manage, guide and direct the development of exceptional leaders.*
5. Indicate specifically the knowledge and experience that you would bring to the board. *As a native to Fresno I bring a wealth of historical knowledge to the board. From my families agricultural roots dating back from 1904 to my development of Bouquet of Fruits as a nationally recognized brand my business experience, business development and people skills can help play a role in this board.*
6. Please provide a forecast of where you see the school in one year and then again in five years. *To open Aspen as a public school with a safe and dynamic learning environment making it the foundation to expand and open other successful schools for the community.*
7. How would you handle a situation in which you believe one or more members of the school's board are involved in self-dealing (working for their own benefit or the benefit of their friends and family) *Bring it to the attention to the board and call for a special meeting to address the issues and vote to regain compliance to the bi laws of the board and to the charter.*

Conflict of Interest

8. If you, your spouse or other immediate family members knew any of the other board members prior to being invited to sit on the board, please so indicate and describe the relationship. *No knowledge by myself or my spouse of any other board members.*
9. If you, your spouse or other immediate family members know any people already known to be prospective school employees, please so indicate and describe the relationship. *No knowledge of any suggested above.*
10. If you, your spouse or other immediate family members know anyone that plans to do business with the school, please so indicate and describe the relationship and the nature of the potential business. *No knowledge by either myself or my spouse of any such activity.*

11. If the school proposes to partner with an educational service provider (a management company), please indicate if you, your spouse or other immediate family members know any employees, owners, or agents of that provider. If your answer is yes, please indicate the individuals you know and the nature of the relationship. *No knowledge by either myself or my spouse of any such activity.*
12. If the school proposes to enter into a contract with an educational service provider, please indicate whether you, your spouse or other immediate family member have a direct or indirect ownership, employment, contractual or management interest in the educational service provider. *No knowledge by either myself or my spouse of any such activity.*
13. Please indicate if you, your spouse or other relative (by marriage or blood) anticipate conducting any business with the educational service provider, the school, or both. If so, please describe the potential relationship. *No knowledge or desire by either myself, family members or by my spouse for any such activity.*
14. Please indicate if you foresee any potential ethical or legal conflicts of interests should you serve on the school's board. If so, describe such potential conflicts. *NONE.*

Educational Philosophy

15. Please describe your understanding of the school's mission and/or philosophy. *Growing the community by developing exceptional leaders to provide a safe and dynamic learning environment for students*
16. Please indicate your level of familiarity with the educational program that the school utilizes. *Medium to High.*
17. Please describe what you believe to be the key characteristics of a successful school. What specific steps do you think the board of the school will need to take to ensure that this school is successful. To always *provide a safe and thriving learning environment so all students can achieve their maximum learning abilities without feeling inhibited.*

Background Information- insert resume here

Include the following information in resume: Resume has already been provided. Please modify as needed to accommodate your needs.

- Education History
- Employment History – If applicable, include previous experience with Charter Schools
- Professional Licenses/Credentials
- Professional Affiliations (Corporate Positions, Board Positions, etc)
- Fictitious Business Name Affiliations
- Professional References
- If applicable – Arrests and/or Convictions

STEPHEN J. PAUL

5844 E, Hamilton Ave
Fresno, Ca. 93727
Ph, 559-259-6752
spaul@cgsmail.com

Summary: Currently working at Homegrown Organic Farms in Porterville, Ca as the stone fruit, specialty fruit, grape and value added commodities Category Director. 1987 to 2008, co-founder of Bouquet of Fruits, bouquetoffruits.com and 2009 to the present co-founder of Gourmet Shopping Network LLC, DBA California Gourmet Company. Over 20 years of experience with on line food marketing. 28 years experience in the food manufacturing and new value added product development. Over 33 years of experience in the fresh produce industry.

Job Title: Consultant

Employer: The Food Commons, FRESNO, CALIFORNIA

Dates: 04/14 to 11/14

Duties: Consult the business development for a new retail operation with e-commerce supporting sustainable local agricultural grown food and value added products for under serviced communities within the city of Fresno.

Job Title: Consultant

Employer: Thomas Creek Farms LLC., STRATHMORE, CALIFORNIA

Dates: 10/12 to 6/14

Duties: Business development and new value added agricultural food product development.

Job Title: Category Sales Manager

Employer: Homegrown Organic Farms., PORTERVILLE, CALIFORNIA

Dates: 10/11 to Present

Duties: Category commodity manager and business development for stone fruit, specialty fruit, grapes and value added products.

Job Title: Founder

Employer: Gourmet Shopping Network LLC DBA, California Gourmet Company 2015 W. Bullard Ave, FRESNO, CA. 93711.
<http://www.californiagourmetcompany.com>

Dates: 6/08 to Present

Duties: Founded and created the Gourmetshoppingnetwork.com. An ecommerce portal and brick and mortar retail store giving consumers a direct link to California producers and food manufactures. Developed the brand, technology, marketing and infrastructure to launch the business in 2009. All sites are live and functional.

Job Title: Founder, Owner

Employer: Bouquet of Fruits Inc., FRESNO, CALIFORNIA

Dates: 1/87 to 12/08

<p>My signature affirms that all information on this application is true to the best of my knowledge. Further, I authorize all employers, institutions, government agencies and persons named as references to release information for use in establishing my qualifications and credentials for this position: This authorization:</p> <ul style="list-style-type: none"> ◦ Removes all liability from those who provide information and verification in response to any information I have stated in applying on behalf of the above referenced Charter School. ◦ Releases Fresno Unified School District and any agent acting on its behalf from any and all liability of whatever nature in requesting or using such information to assess my candidacy on behalf of the above referenced Charter School. ◦ Is valid during my entire candidacy and during any resulting period of employment with the above referenced Charter School. ◦ Is an indication of my knowledge and understanding that the information provided in this application will be used to examine my background and my knowing and voluntary agreement to the background information being publicly disclosed as part of the charter petition review and renewal process. ◦ Is an indication of my understanding that any reports generated by the District will not be confidential and my knowing and voluntary waiver of any such confidentiality. 	
Signature: <i>[Signature]</i>	
Name: <i>Stephen J. Paul</i>	
Position with School Development Team: <i>School Board</i>	Date: <i>10-12-15</i>

APPENDIX D: SCHOOL CALENDAR

Valley Preparatory Academy and Aspen Public School | 2017-2018 Calendar



For class field trip dates and special events info:
www.valleyprep.com
www.aspenps.org



School Begins
July 24, 2017
School Ends
June 13, 2018

0	Holiday
1	Not in session
2	Parent Conferences / No School
3	Teacher Inservice/No School
4	Normal day
5	Minimum Day

Black calendar days denote when school will be in session.

Red calendar days denote when school will not be in session.

Classes begin at 8:00 AM

Monday - Thursday Dismissal
Transitional Kindergarten - 11:30 AM
Kindergarten - 2:50 PM
1st - 8th grades - 3:15 PM

Fridays are minimum days; students will be dismissed at:
Transitional Kindergarten - 11:30 AM
Kindergarten - 12:50 PM
1st - 8th grades - 2:00 PM

July 2017	August 2017	September 2017	October 2017
S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
November 2017	December 2017	January 2018	February 2018
S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28
March 2018	April 2018	May 2018	June 2018
S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30

Vacations and Holidays

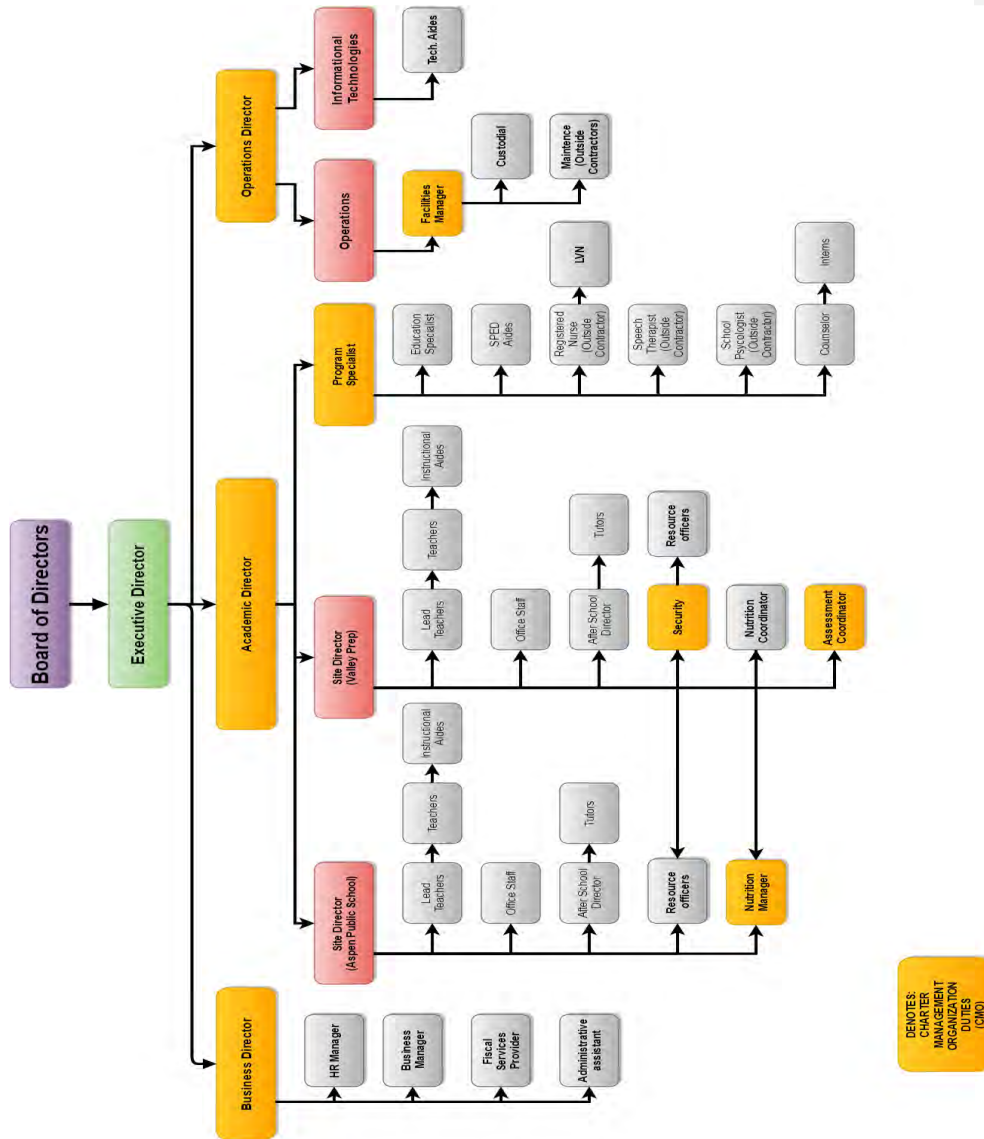
Labor Day: Sept. 4
Fall Break: Sept. 18-Oct. 6
Veteran's Day: Nov. 10
Thanksgiving Break: Nov. 20-24
Winter Break: Dec. 18-Jan. 6
M. L. King, Jr. Day: Jan. 15
Lincoln's Birthday: Feb. 12
Presidents' Day: Feb. 19
Spring Break: Mar. 19-Apr. 6

VPA Board of Education Meetings

Fourth Tuesday of the month at 10:00 AM, unless otherwise specified.
Check school website for meeting location.

APPENDIX E: ORGANIZATIONAL CHART

The following is the VPA, Inc. Organizational Chart:



Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 08, 2021

Agenda Item A-13

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Request for Material Revision by Aspen Valley Prep Academy

ITEM DESCRIPTION: Included in the Board binders is a copy of the revised Aspen Valley Prep Academy Petition delivered to the District on November 10, 2021 by Executive Director, Shelly Lether.

Aspen Valley Prep Academy is requesting the following material revisions to its educational program:

- 1.) Changes to the educational program by deletion of all references to grades seven and eighth throughout the petition
- 2.) The addition of required legal updates, including language modifications to reflect current Education Code.

In accordance with Education Code Section 47607, material revisions to a charter's petition shall be agreed upon by both the Fresno Unified School District and the Aspen Public Schools' Board of Directors. The State Board of Education has found that changes to a charter deemed to be material amendments include, but are not limited to:

- 1.) Substantial changes to the educational program, including the addition or deletion of an educational program, mission, or vision
- 2.) Changes to or adding a non-classroom-based program.

Aspen Public School was recently granted a new petition to operate Aspen Ridge Public School by the Fresno Unified School Board. Aspen Ridge is currently enrolling seventh through ninth grades and will ultimately serve students in grades seven through twelve. Students from Aspen Valley Prep Academy will have the opportunity to enroll in Aspen Ridge for seventh and eighth grades making offering these grades at Aspen Valley Prep duplicative. The school is located at 4221 N. Hughes in Fresno.

The term of this charter shall remain the original five-year term from July 01, 2017 to June 30, 2022. With the passage of AB 130, July 01, 2021, Aspen Meadow's new charter term expiration date is June 30, 2024.

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

PREPARED BY: Felicia Olais,
Manager I

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

CABINET APPROVAL: Kim Mecum,
Chief Academic Officer

SUPERINTENDENT APPROVAL:



Aspen Public Schools Incorporated
4221 N. Hughes Avenue
Fresno, California 93705
Phone: 559-225-7737

Est. 2004 shelly.letter@aspenps.org

Table of Contents

Aspen Valley Prep Academy Material Revision

1. Letter addressed to the Fresno Unified School District requesting Material Revision
2. All Supporting Documents supporting the Material Revision
3. Updated Budget
4. Signed Affirmations and Assurances
5. Revised Charter Petition
6. Material Revision Governing Board approval
7. Signed certification that the Petition, as submitted, is complete

RECEIVED

NOV 10 2021

Charter Office



ASPEN PUBLIC SCHOOLS INCORPORATED

4221 N. Hughes Avenue
Fresno, California 93705
Phone: 559-225-7737

www.aspenps.org

Est. 2004 shelly.lether@aspenps.org

November 12, 2021

Valerie F. Davis, President
Board of Trustees
Robert G. Nelson, Superintendent
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

Re: *Material Revisions to Two of Aspen Public Schools' Charter Petitions – Aspen Valley Prep Academy and Aspen Meadow Public School -- to Revise their Grade Spans to TK/K-6 (from TK/K-8)*

Dear Board President Davis, Members of the Fresno Unified Board of Trustees, and Superintendent Robert G. Nelson:

We hereby submit two Material Revision requests:

- Aspen Valley Prep Academy Material Revision to Reduce Grade Span to TK/K-6 (from TK/K-8) ("Aspen Valley Material Revision") and
- Aspen Meadows Public School Material Revision to Reduce Grade Span to TK/K-6 (from TK/K-8) ("Aspen Meadow Material Revision," and collectively, "Material Revisions").

The reasoning for these requested changes is that Aspen Public Schools opened Aspen Ridge Public School in 2021, authorized by the Fresno Unified School District ("FUSD" or "District"), which is designed to serve students in grades 7-12. Students from Aspen Valley and Aspen Meadows are able to enroll in Aspen Ridge for 7th grade and thus offering grades 7 and 8 at all three of our schools is duplicative. We believe our students will be best served by keeping 6th grade with our elementary school, and offering grades 7 and 8 aligned with the high school program, developing a solid foundation in these middle grades that directly prepares them for success in high school and for transition into dual enrollment courses at Aspen Ridge.

a. Detailed Description of the Change

These Material Revisions involve, quite simply, deleting all references to grades 7 and 8 throughout the petitions, as well as required legal updates to the charter petitions. More specific details about the proposed changes are included in sections (d) and (f) below.

b. Impact of the change(s) on the Educational program



ASPEN PUBLIC SCHOOLS INCORPORATED

4221 N. Hughes Avenue

Fresno, California 93705

Phone: 559-225-7737

www.aspenps.org

Est. 2004 shelly.lether@aspenps.org

The proposed revisions will have no impact on our educational program, as we now offer a full TK-12 grade span in the Aspen model. We are simply moving the “home” of the 7th and 8th grades from the elementary schools to the high school. As for impact on our current students at Aspen Valley and Aspen Meadow, the change did impact cohorts of students who were enrolled at Aspen Valley and Aspen Meadows and are now at Aspen Ridge. In 2021-22, we do not have any students enrolled in grades 7 or 8 at either school; all of the students from Aspen Valley who wished to continue on at Aspen moved over to Aspen Ridge.¹ Similarly, several of our teachers and staff have moved to Aspen Ridge to help open the new 7-12 school. The transition for these students, teachers and staff this school year has gone quite well so far. The fact that Aspen now offers a full span to grade 9 (adding one grade at Ridge each new school year) has been overwhelmingly positively embraced by our entire school community. Our families love Aspen and are thrilled with the opportunity to stay with us for a full TK/K-12 span.

c. Financial impact of the change

Moving our 7th and 8th grade cohorts from Aspen Valley and Aspen Meadow to the new Aspen Ridge 7-12 school will have no financial impact on FUSD. Each Material Revision request is accompanied by a revised three-year budget, including cash flows, demonstrating the fiscal strength of both Aspen Valley and Aspen Meadow without 7th and 8th grades. The financial impact on Aspen, over the long-term, is negligible.

d. Charter Element(s) impacted by the change

We have attached both a “redline”/tracked-changed version of each charter petition that clearly shows each proposed change. All of the changes related to eliminating grades 7-8 are deletions; *nothing is added* substantively related to this change. The legal changes, listed in (f) below, did require some brief substantive additions as noted in (f), below, such as adding some details in Element G regarding outreach to students with disabilities and English Learners as a result of the change in the law. Elements that are impacted in both Material Revisions (due to the grade change and/or legal updates) include:

- *Elements A-O:* Revised Education Code references below each Element header to reflect modifications in wording to the Ed Code and changes to the citations.
- *Elements A-O:* Revised school name to reflect FUSD-authorized name change (as part of our last renewal) from Valley Preparatory Academy to Aspen Valley Prep Academy.
- *Elements A-O:* Throughout the charter, all references to grades 7 and 8 have been deleted. This includes:
 - references to the school’s overall grade span, i.e., TK-8 to TK-6.

¹ Many students in middle grades that Aspen Valley served had started with us in elementary grades, and Aspen Meadow had not yet begun to serve 7th or 8th grades in 2020-21.



ASPEN PUBLIC SCHOOLS INCORPORATED

4221 N. Hughes Avenue

Fresno, California 93705

Phone: 559-225-7737

www.aspenps.org

Est. 2004 shelly.lether@aspenps.org

- references to curricula, programs, assessments for 7th and 8th graders
- *Elements B and C:* Added in two brief references to the California Alternative Assessment (CAA; for use with students who have qualifying disabilities) and the California Science Test (CAST).
- *Elements D-E, H-I, and K-O* have no substantive changes other than the Ed Code language/citation updates, school name references and grade span changes.
- *Element F:* Several new statutory changes in health and safety provisions have been added. We note that we are aware of additional provisions that are applicable to secondary level students only, thus not addressed here. Yet as is repeatedly emphasized throughout our charter petitions, Aspen Ridge (our 7-12 school) will comply with all applicable federal, state and local laws and regulations.
- *Element G:* Due to a change in the law, we have added a description of outreach and recruitment to students with disabilities and English Learners. We also updated the Title I federal mandate language to align with recent changes in the law.
- *Element J:* See legal changes, below.
- We also have updated the Assurances, Affirmations and Declarations included in Appendix B to be compliant with new applicable laws.

Aspen Valley and Aspen Meadow will at all times continue to comply with all applicable laws and policies applicable to the Charter Schools.

e. If change includes addition of site(s), briefly describe the operations at the new site.

Not applicable.

f. Reasonably comprehensive description of any new requirements of law since the charter was approved or last renewed.

The following provides a detailed explanation of the legal changes made in each Material Revision:

SECTION	DESCRIPTION OF KEY CHANGES
Entire Charter	<ul style="list-style-type: none">Updated governing law and applicable citations to the Education Code throughout the whole charter petition to reflect updates pursuant to AB 1505
Elements A, E	<ul style="list-style-type: none">Updated teacher credentialing requirements in compliance with AB 1505
Element A	<ul style="list-style-type: none">Added section on Transitional Kindergarten to reflect requirements for teacher credentialing and appropriate incorporation of standards-aligned curricula



ASPEN PUBLIC SCHOOLS INCORPORATED

4221 N. Hughes Avenue

Fresno, California 93705

Phone: 559-225-7737

www.aspenps.org

Est. 2004 shelly.lether@aspenps.org

Element D	<ul style="list-style-type: none"> Added reference to compliance with the Brown Act "as it may be amended," to encompass recent Covid-related and other changes in the law regarding public meetings
Element F	<ul style="list-style-type: none"> Updated to meet new several new legal requirements, including: <ul style="list-style-type: none"> AB 806 school safety plan requirements Updated Background Check legal language Added facilities compliance with local building code and the ADA Updated Tuberculosis Testing, Immunizations, and Medications in Schools (epi pens) Added review of suicide prevention policy every five years Added first responder training Added provision of free feminine hygiene products Updated sexual harassment policy inclusion in orientations Added Custodian of Records, Immigration Policy, Student Debts, Student Mental Health Services, Bullying, Anti-Discrimination (also included in other parts of the petition), Safe Place to Learn Act, Tribal Regalia, Child Hunger Prevention, Migratory Children, and Compliance with state and federal environmental laws Affirming compliance with AB 543 to provide a copy of the sexual harassment policy to new and continuing pupils
Element G	<ul style="list-style-type: none"> As noted in substantive changes above, updated content content to reflect new requirement under AB 1505 regarding SWDs and ELs
Element H	<ul style="list-style-type: none"> Added affirmations in compliance with Education Code Section 47605(e)(4)(A)-(D) regarding admissions/lottery provisions
Element J	<ul style="list-style-type: none"> Updated suspension and expulsion policies to reflect updated laws, including removal of willful defiance as a suspendable offense and editing involuntary dismissal language Added procedures about providing homework assessments to students on suspensions, protections for foster and homeless youth,
Additional Provisions	<ul style="list-style-type: none"> Added reference to facilities provision in Ed Code;
Appendix A: Budget	<ul style="list-style-type: none"> Updated budget to reflect changes to grade levels served



ASPEN PUBLIC SCHOOLS INCORPORATED

4221 N. Hughes Avenue
Fresno, California 93705
Phone: 559-225-7737

www.aspenps.org

Est. 2004 shelly.lether@aspenps.org

Affirmations, Assurances and Declarations	<ul style="list-style-type: none">• Replaced and updated to meet new legal requirements, including applicable updates pursuant to AB 1505
---	---

Conclusion

We look forward to working with you to approve these two largely structural changes to two of our charter petitions. Thank you for your support and partnership.

Sincerely,

Shelly Lether, Executive Director
Aspen Public Schools

AGENDA
Aspen Public Schools Incorporated
Board of Directors Meeting
October 19, 2021

1. Call to Order
2. Approval of Agenda
3. Approval of Meeting Minutes of 9/21/21
4. Invitation to the Public to Address the Board
5. Financial Reports ~ Jim Weber, Charter Impact
6. Aspen Meadow Site Report / Lisa Taylor
7. Aspen Valley Site Report / Nicole Rivera
8. High School Update / Board Feedback / Josh Hodges

Action Items

1. Discussion to Approve New Board Member Rene Dayton
2. Discussion to Approve Aspen Meadow Public School ESSER III Report
3. Discussion to Approve Aspen Valley Prep Academy ESSER III Report
4. Discussion to Approve Aspen Ridge Public School ESSER III Report
5. Resolution to Approve Material Revision for the Aspen Valley Prep Charter
6. Resolution to Approve Material Revision for the Aspen Meadow Public School Charter
7. Discussion to Approve New Life Physical Therapy Services, PC dba Good Fellow Therapy Master Contract
8. Discussion to Approve Aspen Public Schools Intent to Return Form
9. Discussion to Approve Revised 2021/2022 Budget for Aspen Meadow Public School
10. Discussion to Approve Revised 2021/2022 Budget for Aspen Valley Prep Academy
11. Discussion to Approve Revised 2021/2022 Budget for Aspen Ridge Public School
12. Discussion to Approve Aspen Meadow Public School California School Dashboard Self-Assessment
13. Discussion to Approve Aspen Valley Prep Academy California School Dashboard Self-Assessment
14. Discussion to Approve Aspen Ridge Public School California School Dashboard Self-Assessment

Discussion Items

Executive Director Report / Shelly Lether

1. Board Member Business Conduction

Closed Session

Adjournment

Meeting Location: Aspen Meadow Public School, 1400 E. Saginaw Avenue, Fresno, CA 93704

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

SPECIAL PRESENTATIONS MAY BE MADE

Notice is hereby given that, consistent with the requirements of the *Bagley-Keene Open Meeting Act*, special presentations not mentioned in the agenda may be made at this meeting. However, any such presentation will be for information only.

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

Pursuant to the *Rehabilitation Act of 1973* and the *Americans with Disabilities Act of 1990*, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting of the Governing Board may request assistance by contacting Aspen Public Schools, 4221 N. Hughes Avenue, Fresno CA 93705. FOR MORE INFORMATION concerning this agenda, please contact Aspen Public Schools, 4221 N. Hughes Avenue, Fresno CA 93705. *Board documents available upon request. Accommodations available. Please contact our business director, Ms. Terri Martin at 559-899-3176.*



Future Aspen Ridge Public School Survey

Questions Responses 54 Settings

Future Aspen Ridge Public School Survey

September 2, 2020

Dear Aspen Public Schools Families,

It is with great pride that we announce the submission of a petition to Fresno Unified School District this month in order to open the newest Aspen Public School in the Fall of 2021. We believe that the opening of this new school will support the APS mission of transforming the community by developing exceptional leaders. Aspen families have been requesting a high school for many years. As some of you know, we submitted a petition last year, and during our appeal to Fresno County, we withdrew the petition as the pandemic began. These unprecedented times have caused us to revise our plans for the new school, and we are happy to share those plans with you now.

Initially, we planned to serve grades 9-12 at the new school. As time has passed, we have made changes to that plan. Aspen Ridge will now serve grades 7-12. Our current schools will continue to serve students in grades TK-6. Aspen Ridge will open its doors in Fall 2021 with grades 7-10, and continue to grow through grade 12 in coming years. Students at Aspen Ridge, who are in grades 9-12, will also be given the amazing opportunity to earn college credit during high school.

Several factors played a role in helping us determine that grades 7 and 8 should be part of Aspen Ridge. Some of our rationale includes:

- Students in our middle school program will have the opportunity to develop relationships with peers who they will get to attend high school with.
- Summit learning has been so successful in our middle school, that the natural progression from middle to high school on one campus should feel seamless.
- Facility space at both of our current elementary schools is limited, and we will be able to create space for our middle and high school classes at the new campus, located near Blackstone and Dakota.
- Students in middle school who may need an accelerated course of study as their personal pace



Aspen Ridge Public School will retain a small school feel, where students are seen and known. All students will continue to have an individual learning plan and will receive mentoring to support personal growth and success. It is our great hope that all of our students will leave grade 12 as well-prepared leaders, with college credit and a plan to pursue their future education and careers.

Please let us know if you have questions!
Thank you,

Shelly Lether, Executive Director

We are seeking input from current parents in our Aspen Public Schools community as we consider future school development within our organization. Our goal is to open Aspen Ridge Public School (7th-12th), located off of Blackstone and Dakota near Aspen Meadow. Please take a moment to fill out this survey to help us understand your perspective.

Email *

Valid email

This form is collecting emails. [Change settings](#)

Name *

Short answer text

Phone Number

Short answer text

If we opened Aspen Ridge Public School (grades 7-12), would you be interested in enrolling your student(s)? *

☐ Yes

☐ No



Maybe

Check the factors that would affect your enrollment decision: *

Check all that apply

☐ Friends

☐ Academic Program

☐ Distance to travel

☐ Location of campus

☐ Extracurricular Activities

☐ Dual enrollment (ability to earn college credits during high school)

Any other ideas you'd like to share about a future school?

Long answer text





Future Aspen Ridge Public School Survey

Questions **Responses** 54 Settings

54 responses



Accepting responses



Summary

Question

Individual

Who has responded?

Email

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

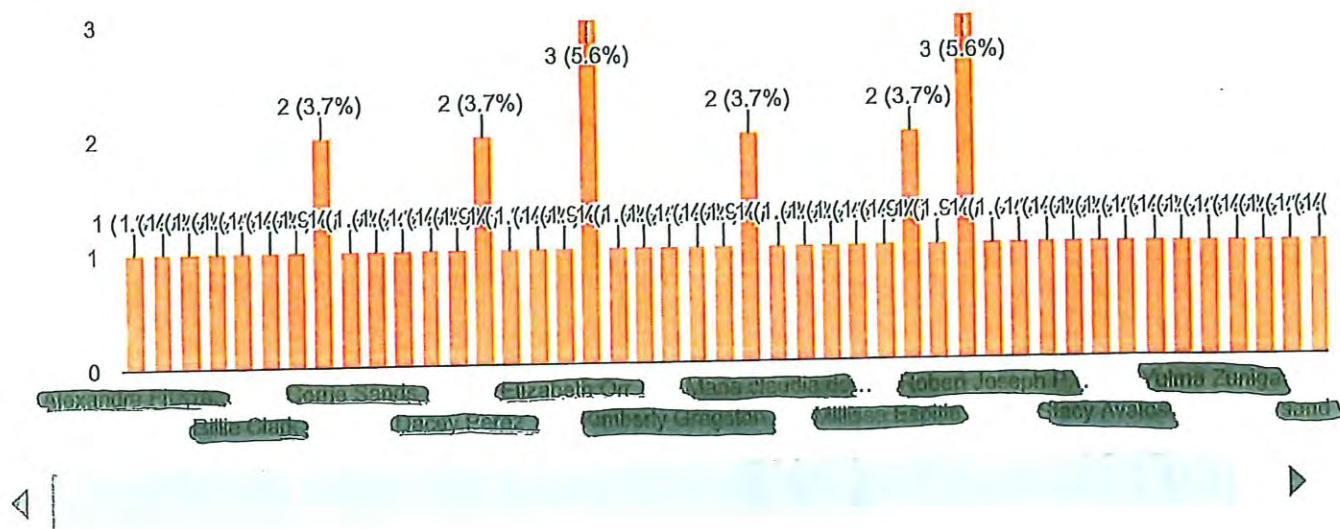
[redacted]

[redacted]

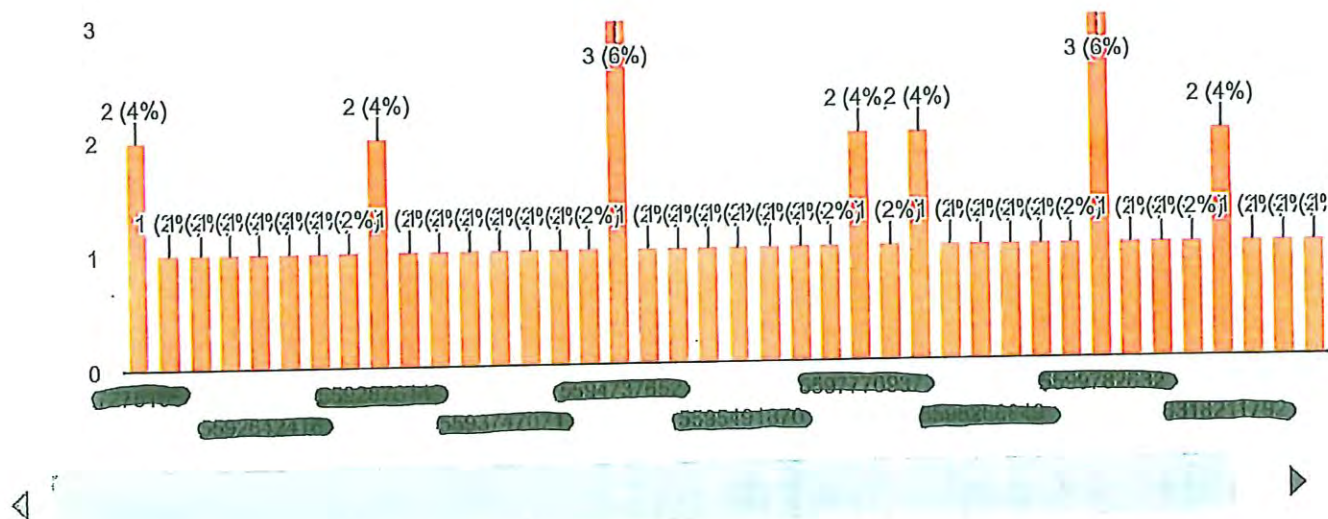
[redacted]

[redacted]

54 responses

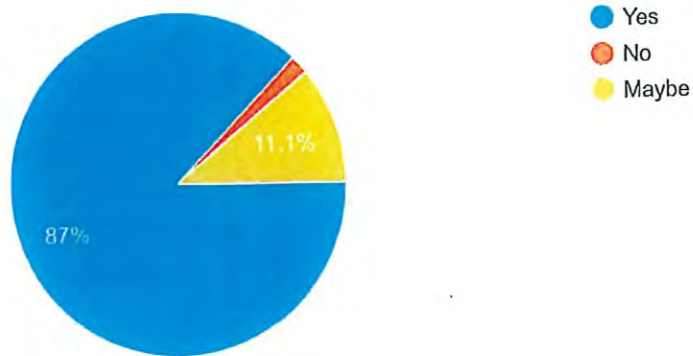


50 responses



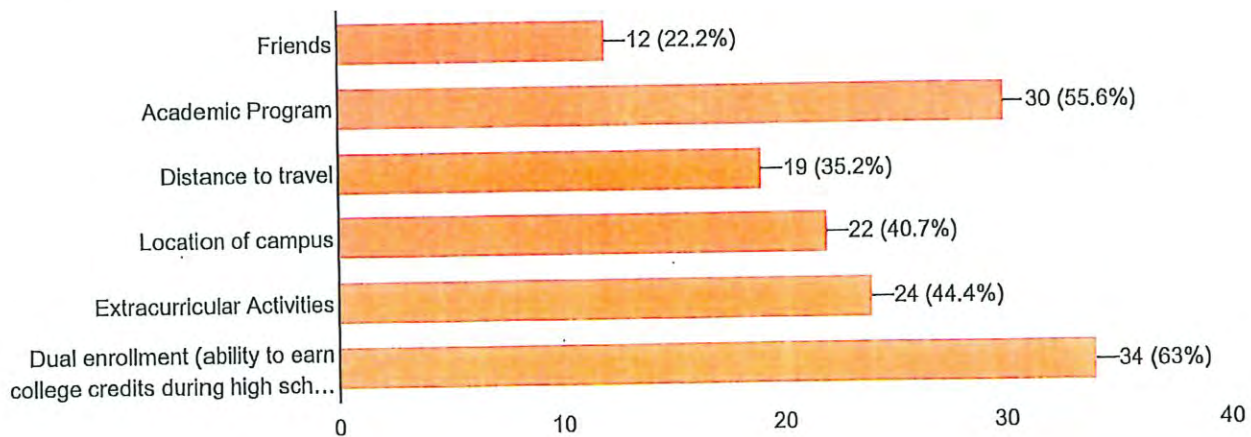
If we opened Aspen Ridge Public School (grades 7-12), would you be interested in enrolling your student(s)?

54 responses



Check the factors that would affect your enrollment decision:

54 responses



Any other ideas you'd like to share about a future school?

17 responses

I would love my son to continue his education with you guys instead of going to a public school.

The 7th and 8th graders should not be added

What steps are you taking to provide similar educational experience and cultural environment at Aspen Ridge as my students have seen at Aspen Valley?

I believe in you all. The whole program!

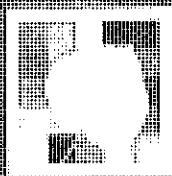
As long as we can have the two schools together (close in distance) this will be wonderful as the kids will be attending separate schools.

None

a little concerned about 7,8 mixed with high school students!

Instruments classes

I would love to see music, art and theater offered as part of a well-rounded education.



aspen

PUBLIC
SCHOOLS

Aspen Public Schools is a district of public schools in Fresno County, California. The district is committed to providing a high-quality education for all students, and is dedicated to creating a safe and supportive learning environment for all students.

September 2, 2020

Dear Aspen Public Schools Families,

It is with great pride that we announce the submission of a petition to Fresno Unified School District this month in order to open the newest Aspen Public School in the Fall of 2021. We believe that the opening of this new school will support the APS mission of transforming the community by developing exceptional leaders. Aspen families have been requesting a high school for many years. As some of you know, we submitted a petition last year, and during our appeal to Fresno County, we withdrew the petition as the pandemic began. These unprecedented times have caused us to revise our plans for the new school, and we are happy to share those plans with you now.

Initially, we planned to serve grades 9-12 at the new school. As time has passed, we have made changes to that plan. Aspen Ridge will now serve grades 7-12. Our current schools will continue to serve students in grades TK-6. Aspen Ridge will open its doors in Fall 2021 with grades 7-10, and continue to grow through grade 12 in coming years. Students at Aspen Ridge, who are in grades 9-12, will also be given the amazing opportunity to earn college credit during high school.

Several factors played a role in helping us determine that grades 7 and 8 should be part of Aspen Ridge. Some of our rationale includes:

- Students in our middle school program will have the opportunity to develop relationships with peers who they will get to attend high school with.
- Summit learning has been so successful in our middle school, that the natural progression from middle to high school on one campus should feel seamless.
- Facility space at both of our current elementary schools is limited, and we will be able to create space for our middle and high school classes at the new campus, located near Blackstone and Dakota.
- Students in middle school who may need an accelerated course of study as their personal pace determines will be able to attend higher level classes at the high school.
- More elective and extracurricular activities will be available as we move the middle and high school together.

Aspen Ridge Public School will retain a small school feel, where students are seen and known. All students will continue to have an individual learning plan and will receive mentoring to support personal growth and success. It is our great hope that all of our students will leave grade 12 as well-prepared leaders, with college credit and a plan to pursue their future education and careers.

Please let us know if you have questions!

Thank you,

Shelly Lether, Executive Director

"DEVELOPING EXCEPTIONAL LEADERS"



aspen | PUBLIC
SCHOOLS

Aspen Meadow 1400 E. Saginaw Way Fresno, CA 93704
Aspen Valley Prep 4221 N. Hughes Ave. Fresno, CA 93705
Aspen Ridge High School Conning School
Phone: 559-225-7737 • www.aspenps.org

2 septiembre de 2020

Estimadas familias de las escuelas públicas de Aspen,

Es con gran orgullo que anunciamos la presentación de una petición al Distrito Escolar Unificado de Fresno este mes para abrir la Escuela Pública de Aspen más nueva en el otoño de 2021. Creemos que la apertura de esta nueva escuela apoyará la misión de APS de Transformando la comunidad desarrollando líderes excepcionales.

Las familias de Aspen han estado solicitando una escuela secundaria durante muchos años. Como algunos de ustedes saben, presentamos una petición el año pasado, y durante nuestra apelación al condado de Fresno, retiramos la petición cuando comenzó la pandemia. Estos tiempos sin precedentes nos han llevado a revisar nuestros planes para la nueva escuela, y estamos felices de compartir esos planes con ustedes ahora.

Inicialmente, planeamos atender a los grados 9-12 en la nueva escuela. Con el paso del tiempo, hemos realizado cambios en ese plan. Aspen Ridge ahora atenderá a los grados 7-12. Nuestras escuelas actuales continuarán brindando servicios a estudiantes en los grados TK-6. Aspen Ridge abrirá sus puertas en el otoño de 2021 con los grados 7-10, y continuará creciendo hasta el grado 12 en los próximos años. Los estudiantes de Aspen Ridge, que están en los grados 9-12, también tendrán la increíble oportunidad de obtener créditos universitarios durante la escuela secundaria.

Varios factores jugaron un papel en ayudarnos a determinar que los grados 7 y 8 deberían ser parte de Aspen Ridge. Algunos de nuestros fundamentos incluyen:

- Los estudiantes en nuestro programa de escuela intermedia tendrán la oportunidad de desarrollar relaciones con compañeros con quienes podrán asistir a la escuela secundaria.
- Summit Learning ha tenido tanto éxito en nuestra escuela intermedia, que la progresión natural de la escuela intermedia a la secundaria en un campus debería ser perfecta.
- El espacio en las instalaciones en nuestras dos escuelas primarias actuales es limitado y podremos crear espacio para nuestras clases de secundaria y preparatoria en el nuevo campus, ubicado cerca de Blackstone y Dakota.
- Los estudiantes de la escuela intermedia que puedan necesitar un curso de estudio acelerado según lo determine su ritmo personal, podrán asistir a clases de nivel superior en la escuela secundaria.
- Habrá más actividades electivas y extracurriculares disponibles a medida que avancemos juntas en la escuela intermedia y secundaria.

Las Escuelas Públicas de Aspen Ridge mantendrán un ambiente de escuela pequeña, donde los estudiantes son vistos y conocidos. Todos los estudiantes seguirán teniendo un plan de aprendizaje individual y recibirán mentores para apoyar el crecimiento y el éxito personal. Es nuestra gran esperanza que todos nuestros estudiantes salgan del grado 12 como líderes bien preparados, con créditos universitarios y un plan para seguir su educación y carreras futuras.

¡Háganos saber si tiene alguna pregunta!


Gracias,

Shelly Lether, directora ejecutiva

Shelly Lether


From: Nicole Rivera <nicole.rivera@aspenps.org> on behalf of Nicole Rivera
Sent: Wednesday, November 3, 2021 11:46 AM
To: Shelly Lether
Cc: Corrie Sands; Lisa Taylor
Subject: Re: DRAFT email to MS teachers
Attachments: Letter to Parents ARPS.doc

September 2, 2020 - Letter to Parents ARPS attached
January 15, 2021 - PS sent below

 **Information about the NEW Aspen Ridge Public School (Grades 7-12)** Archived
Corrie Sands • 10 months ago • Friday, Jan 15 at 4:28 PM • 6th Grade, 7th Grade, 8th Grade
Happy Friday, Aspen Families!

We want to thank you for supporting us as we have been working to develop our new school, Aspen Ridge Public School, to be located off of Blackstone and Dakota. If you haven't yet heard the exciting news, Aspen Ridge's charter was just approved earlier this week. That means Aspen Public Schools will be launching a new 7th-12th grade school starting this fall, beginning with grades 7-9. If you are receiving this message, your Aspen student will be eligible to attend this new school next year! Plan on receiving news about an informational meeting regarding Aspen Ridge soon!
<https://youtu.be/576LUA77IQ>
To save your student's seat: visit ridge.aspenps.org and click "Apply Here" near the bottom of the page.
#AspenStrong

January 25, 2021 - PS and Info Night where the change was talked about

 **Summit Learning Weekly Goals and Agenda 1/25/21** Archived
Harry Wins • 9 months ago • Monday, Jan 25 at 4:28 PM • 5th Grade, 6th Grade, 7th Grade, 8th Grade
Welcome Back Summit Families,

Please see the aspenunit.weebly.com page for student homework links to the weekly goals pages for the week of 1-25-21. On them you will find what the students should be completing each day as well as the link with times they should be in session with the teachers on zoom.

While this year has created unprecedented challenges for students and families, we are required to assess and grade student progress. The grades your student receives during this school year will be part of his/her permanent academic record. Aspen continues to be committed to supporting your student to make academic progress necessary to be prepared for school in 2021-22.

MARK YOUR CALENDAR! Aspen Ridge Public School 7th-12th grade informational night will be on January 27th at 6:30pm!

Please take note of due dates and room links within the documents for each subject.

ALL GRADES LINKS AND ASSIGNMENTS FOUND HERE BY HOMEROOM.

Ways to use these goal sheets:

- 1) Have your student show you each of the items for the day as a "homework" check.
- 2) If your student states they are waiting for something from the teacher, you can have them work on focus area notes.
- 3) Celebrate when daily goals are met.
- 4) Encourage them based on this "Spectrum of Involvement" document.
- 5) See how to support them more with this "Role of Families in Summit" Document.
- 6) Ask them the questions you receive from the text messages from Summit.

Happy distance learning!

May 13, 2021- Info about Enrollment Opportunities

 **NOW ENROLLING!** Archived
Nicole Rivera • 6 months ago • Thursday, May 13 at 10:44 AM • Aspen Valley Prep

Good Morning AVP families,

I just wanted to let you know that we are now enrolling for TK- 6th grade classes! Spots are filling up quickly.

If you have friends or family that you think might benefit from our amazing school community, please help us spread the word. We'd love to welcome them to the Aspen family. If they are in 7th-9th grades, we can definitely connect them to our new school, Aspen Ridge. When fully grown, Aspen Ridge will be 7th- 12th grades. How amazing that our young leaders can stay with the organization all the way through high school!

If you think of any one new you'd like to share our school with they can call the front office at 559-225-7737 or fill out the link below:

<https://enroll.aspenps.org/valley?fbclid=IwAR289loSeXvR96FST0729AGFzStBY10J2HPTjpdgUXmBLAXt9yBkxVPk>

This is all that I sent out.

Shelly Lether

From: Lisa Taylor <lisa.taylor@aspenps.org> on behalf of Lisa Taylor
Sent: Wednesday, November 3, 2021 1:19 PM
To: Shelly Lether
Cc: Nicole Rivera; Corrie Sands
Subject: Re: DRAFT email to MS teachers



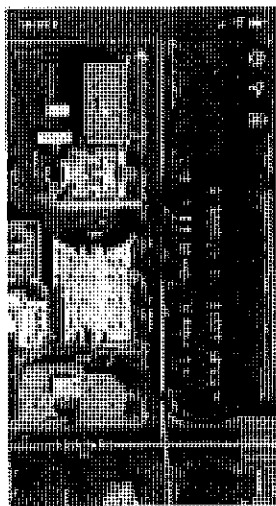
Aspen Ridge's Community Event Tonight Archived

Joshua Hodges • 5 months ago • Wednesday, Jun 2 at 11:07 AM • 6th Grade

We're looking forward to tonight's food truck event outside of Aspen Ridge's facility! There will be a taco truck and a snow-cone truck. Each guest will receive a \$5 ticket to use towards a taco meal or a snow-cone. The trucks will also accept direct payment if you'd like to get hold! There will be limited seating in the area, so if you'd like to bring a lawn chair as you enjoy your meal, feel free to do so.

Please park in the parking lot on the east side of Clark Street (photo attached).

See you soon!



Copy of Enrollment for Aspen Ridge - Spots are filling up fast! Archived

Boley King • 9 months ago • Tuesday, Feb 9 at 9:08 AM • 6th Homeroom King

Hello Aspen Families!

We want to thank you for supporting us as we have been working to develop our new school, Aspen Ridge Public School, to be located off of Blackstone and Dakota. If you haven't yet heard the exciting news, Aspen Ridge's charter was just approved earlier last week.

That means Aspen Public Schools will be launching a new 7th-12th grade school starting this fall, beginning with grades 7-9.

If you are receiving this message, your Aspen student will be eligible to attend this new school next year! Current 6th-8th students must re-enroll in Aspen Ridge to stay in the Aspen network. Aspen Valley Prep and Aspen Meadow will only be K-6 schools therefore please fill out the interest form today to stay on top of important enrollment information.

[Aspen Ridge Interest Form](#)

<https://youtu.be/E7pUJA171Q>

In addition, here is the Aspen Ridge Public School information night recording for more information.

[Recording](#) Passcode: 3TJXm0W

[Spanish Version](#)

Visit ridge.aspenps.org for more information.

#AspenStrong

Joshua Hodges
Site Director
Aspen Ridge Public School



Aspen Ridge Community/Family Event Archived
 Joshua Hodges • 5 months ago • Wednesday, May 26 at 6:01 PM • 6th Grade



Enrollment for Aspen Ridge - Spots are filling up fast! Archived
 Bailey King • 9 months ago • Thursday, Feb 4 at 3:09 PM • 6th Homeroom King

Hello Aspen Families!

We want to thank you for supporting us as we have been working to develop our new school. Aspen Ridge Public School, to be located off of Blackstone and Dakota. If you haven't yet heard the exciting news, Aspen Ridge's charter was just approved earlier last week.

That means Aspen Public Schools will be launching a new 7th-12th grade school starting this fall, beginning with grades 7-9.

If you are receiving this message, your Aspen student will be eligible to attend this new school next year! Current 6th-8th students must re-enroll in Aspen Ridge to stay in the Aspen network. Aspen Valley Prep and Aspen Meadow will only be K-6 schools therefore please fill out the interest form today to stay on top of important enrollment information.

[Aspen Ridge Interest Form](#)

<https://youtu.be/E7eUJA7i0>

In addition, here is the Aspen Ridge Public School information right recording for more information.
[Recording Passcode: 3TJXmQVt](#)

[Spanish Version](#)

Visit ridge.aspenps.org for more information.

#AspenStrong

Joshua Hodges
 Site Director
 Aspen Ridge Public School



Aspen Ridge Informational Meeting Archived
 Henry Watts • 9 months ago • Thursday, Jan 28 at 3:49 PM • 6th Grade

Hello Families,

Here is the recording of the Aspen Ridge Public School 7th-12th grades informational meeting that was held last night. Additionally, I have attached the presentation in Spanish.

Please remember that all students will need to re-enroll at Aspen Ridge to continue to be in the Aspen Public School network. Currently enrolled students that are moving into 7th-9th grades next school year need to fill out the [Interest form](#) to receive information about enrolling at Aspen Ridge.

Video Recording: <https://aspenps.zoom.us/j/64766dY6hPD?pwd=AgryvvcxM7kMcHJlClR0J4BwXHC3lnYHh0q3c295t2cZ4OT105x33X4V> Passcode: 3TJXmQVt

[Spanish Presentation](#)

We are excited to see you there!

Aspen Valley Prep Academy

Budget Revision #1 2021/22 - Narrative

Presented by:



CHARTER
IMPACT

Aspen Valley Prep Academy

Budget Revision #1 2021/22 - Narrative

Enrollment and Demographics

Aspen Valley Prep Academy's (the School) budget is based on 327 enrolled students during 2021/22 and subsequent years. For each year of operations, the attendance rate is expected to be 94%. The attendance rate is consistent with historical averages. The attendance rate will yield an average daily attendance (ADA) of 307.38 during 2021/22 and each year thereafter. These amounts are the driving factor for the majority of revenue sources as well as the basis for spending assumptions noted in the narrative below.

The demographics of the school are anticipated to remain similar to preceding years, with a forecast 68% single year unduplicated rate, maintaining annual rolling three-year averages between 68%-72%. The School's LCFF calculation used this rate for calculating the supplemental grant funds.

Enrollment and ADA

Grade	2021-22	2022-23	2023-24
TK-3	191	191	191
4-6	136	136	136
7-8	-	-	-
9-12	-	-	-
Total	327	327	327
Attendance Rate	94%	94%	94%
ADA	307.38	307.38	307.38

Revenue

Local Control Funding Formula:

As referenced above, the ADA and unduplicated count are the driving factors in the School's forecast LCFF calculation. To calculate this estimated amount, a FCMAT calculator (version v22.2a) was used. The following are the assumptions that were used in the School's calculation:

	2021-22	2022-23	2023-24
LCFF COLA	5.07%	2.48%	2.48%
Funding per ADA	\$ 10,698	\$ 11,099	\$ 11,128
Annual LCFF Funding	\$ 3,288,425	\$ 3,411,733	\$ 3,420,656
Components of LCFF Funding			
LCFF State Aid	\$ 1,893,103	\$ 2,016,410	\$ 2,025,334
Education Protection Account	\$ 1,114,813	\$ 1,114,813	\$ 1,114,813
In Lieu of Property Taxes	\$ 280,509	\$ 280,509	\$ 280,509

The portion from in lieu of property taxes is \$912.58 per ADA in each year of the projection. The Economic Protection Account (EPA) funds are budgeted based on the LCFF calculator. Changes in the rates of in lieu funding or EPA will be offset by changes to state aid.

Federal Revenue:

The School has requested federal funds through the Consolidated Application and Reporting System (CARS), including Title I, Title II, and Title IV.

During 2021/22 through 2023/24, the School has budgeted additional federal funding as follows:

Other Federal Revenue	2021-22	2022-23	2023-24
Expanded Learning Opportunities Grant	\$ 124,879		
GEER	20,240	-	-
ESSER	103,054	-	-
ESSER II	250,000	142,043	-
ESSER III	-	550,000	328,063
Title IV	10,000	10,000	10,000
Total	\$ 508,173	\$ 702,043	\$ 338,063

The School receives Special Education (IDEA) funds through El Dorado Charter SELPA. The School has budgeted Federal IDEA funds based on \$195/ADA.

Federal funds have not been inflated in future years (a COLA increase of 0%) to be conservative.

Other State Revenue:

Special Education (AB602) – As referenced above, The School has based its State Special Education funding on participation in the Sonoma County SELPA. The rate used is \$715 per ADA.

Mandate Cost Reimbursement – Since the School will serve up to grade 6, \$17.21 per prior year ADA has been included in the forecast for Mandate funds.

Lottery – Lottery funding is based upon a projection of \$228 per ADA. Lottery funds are mainly allocated for general purpose use (\$163) with approximately 29% of the funds restricted for instructional materials (\$65).

After School Education & Safety grant (ASES) – The School has forecast ASES funding at a fixed \$124,423.

During 2021/22 only, the School has budgeted \$157,506 Expanded Learning Opportunities grant funds and \$142,960 In-Person Instruction funds.

Other State funds have not been inflated in future years (a COLA increase of 0%) to be conservative.

Expenses

Personnel Expenses:

As with nearly all public schools in the State, the School's personnel costs represent the bulk of its annual expenditures. Salaries are forecast including step and minimum wage increases.

Benefits offered to staff include STRS for certificated staff and health and welfare for full-time employees. The employer STRS contributions rates are 16.92% in 2021-22 and 19.10% in future years. The health and welfare benefits are based on an annual employer cost of \$10,500 per participant and increases each year of the projection with inflation.

Books and Supplies:

Books and supplies include approved curriculum and materials. Budgeted costs are consistent with the prior year or increased for material replacements.

Subagreement Services:

Other Educational Consultants – The School has budgeted for after school providers in accordance with ASES.

Budgeted subagreement costs are consistent with the prior year.

Professional/Consulting Services:

This section of the forecast covers costs for outsourced professional services. Professional costs include services such as auditing, legal, professional development and consulting. The business/accounting services include budgeting, accounts payable, accounting, financial reporting, and other compliance reporting provided by Charter Impact.

Facilities:

The School has entered multi-year facility use agreements. In accordance with GAAP, the lease is expensed at the average annual cost of \$518,314.

Operations and Housekeeping:

The School has budgeted for housekeeping costs such as utilities, janitorial, insurance, dues and memberships, and telecommunications. All these amounts have been estimated consistent with prior year realized expenses.

Fund Balance

The 2021/22 budget anticipates a positive ending fund balance of \$1,990,520, 40% of annual expenses.

APPENDIX B: ASSURANCES, AFFIRMATIONS AND DECLARATIONS

As the authorized lead petitioner, I, Shelly Lether, Executive Director of Aspen Public Schools, hereby certify that the information submitted in the *Aspen Valley Prep Academy Material Revision to Reduce Grade Span to TK-6 (from TK-8)* ("Material Revision"), concerning Aspen Valley Prep Academy ("Aspen Valley," "AVPA" or "Charter School"), located at 4221 N Hughes Ave, Fresno, CA 93705 within the boundaries of the Fresno Unified School District ("FUSD" or the "District") is true to the best of my knowledge and belief; I also certify that this Material Revision does not constitute the conversion of a private school to the status of a public charter school; and further, I understand that if the Material Revision is approved, Aspen Valley will follow any and all federal, state, and local laws and regulations that apply to it, including but not limited to:

- The Charter School shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Sections 60605 and 60851, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall be deemed the exclusive public school employer of the employees of Aspen Public Schools for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(b)(6)]
- The Charter School shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(e)(1)]
- The Charter School shall not charge tuition. [Ref. Education Code Section 47605(e)(1)]
- The Charter School shall admit all students who wish to attend the Charter School, and who submit a timely application; If the Charter School receives a greater number of applications for the spaces available for students, each application will be given equal chance of admission through a public random drawing process; provided that any pupil who resides in the Fresno Unified School District shall be entitled to preference in admission and such other preferences as set forth in Element H below. Except described above, and as required by law, admission to the Charter School shall not be determined according to the place of residence of the student or his or her parents within the State. In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School. [Ref. Education Code Section 47605(e)(2)(A)-(C)]
- The Charter School shall not discriminate on the basis of the characteristics listed in Education Code section 220 (e.g., actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Penal Code section 422.55, including immigration status, or association with an individual who has one or more of such actual or perceived characteristics). [Ref. Education Code Section 47605(e)(1)]
- The Charter School shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of

the Americans with Disabilities Act of 1990 and the Individuals with Disabilities in Education Improvement Act of 2004.

- The Charter School shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]
- The Charter School shall ensure that teachers in the Charter School hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools are required to hold. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. Teachers employed by charter schools during the 2019–20 school year shall have until July 1, 2025, to obtain the certificate required for the teacher's certificated assignment. [Ref. California Education Code Section 47605(l) and 47605.4(a)]
- The Charter School shall at all times maintain all necessary and appropriate insurance coverage.
- The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).
- The Charter School shall, for each fiscal year, meet or exceed the legally required minimum of school days. [Ref. Title 5 California Code of Regulations Section 11960]
- The Charter School shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or transfer to another school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code section § 47605.6(e)(2)(B)(iii). This subparagraph shall not apply to actions taken by the Charter School pursuant to the procedures by which pupils can be suspended or expelled from the Charter School for disciplinary reasons or otherwise involuntarily removed from the Charter School for any reason. [Ref. Education Code Section 47605.6(e)(4)(C).]
- The Charter School shall comply with Education Code section 47605.6(e)(4)(D) by posting the appropriate notice on the Charter School's website and providing a copy to a parent or guardian as required. [Ref. Education Code Section 47605.6(e)(4)(D).]
- If a pupil is expelled or leaves the Charter School without completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information. [Ref. Education Code Section 47605(e)(3)]
- The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. Education Code Section 47612.5(a)]

- The Charter School shall, on a regular basis, consult with its parents and teachers regarding the Charter School's educational programs. [Ref. Education Code Section 47605(d)(2)]
- The Charter School shall comply with any jurisdictional limitations to locations of its facilities. [Ref. Education Code Sections 47605 and 47605.1]
- The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. Education Code Sections 47612(b), 47610]
- The Charter School shall comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA").
- The Charter School shall comply with the Public Records Act.
- The Charter School shall comply with the Family Educational Rights and Privacy Act.
- The Charter School shall comply with all applicable portions of the Every Student Succeeds Act.
- The Charter School shall comply with the Gun-Free Schools Act.
- The Charter School with Education Code section 47604.1, as added by Senate Bill 126 (2019), and be subject to the Ralph M. Brown Act (Brown Act), the California Public Records Act, the Political Reform Act of 1974, and Government Code section 1090 et seq., as they may be amended from time to time.
- The Charter School shall not require any child to attend Aspen Valley, nor any employee to work at the charter school.
- The Charter School may encourage parental involvement but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. [Ref. Education Code Section 47605(n).]
- The Charter School shall comply with federal, state, and district mandates regarding English Learner (EL) education and re-designation of EL students and meet all requirements of federal and state law regarding equal access to the curriculum for English Learners.
- The Charter School will comply with all requirements pursuant to California Education Code and 47605(b)(5)(ii) including the development of school wide goals for all subgroups as applicable to the eight state priority areas identified in Education Code 52060(d).
- The Charter School will comply with all elements of the Local Control Accountability Plan, including the adoption of any templates required by the California State Board of Education.

- Charter School hereby declares that Charter School, operated by or as its nonprofit public benefit corporation, is and shall be the exclusive public school employer of Charter School's employees for the purposes of the Educational Employment Relations Act (EERA), Chapter 10.7 (commencing with Section 3540) of Division 4 of Title I of the Government Code. Charter School shall comply with all provisions of the EERA and shall act independently from the Fresno Unified School District for collective bargaining purposes. In accordance with the EERA, employees may join and be represented by an organization of their choice for collective bargaining purposes.



Shelly Lether, Executive Director
Aspen Public Schools



Date



Aspen Valley Preparatory Academy
Renewal Charter Petition

~~with proposed name change to~~
Aspen Valley Prep Academy
An Aspen Public School

Material Revision to Reduce Grade Span to TK-6 (from TK-8)

OPERATED BY VALLEY PREPARATORY ACADEMY, INC.,
A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION

July 1, 2017 through June 30, 2022

Submitted to

The Fresno Unified School District

~~December 1, 2016~~October 12, 2021November 10, 2021

SHELLY LETHER, EXECUTIVE DIRECTOR
ASPEN PUBLIC SCHOOLS
4221 N. HUGHES AVE.
FRESNO, CA 93705
(559)225-7737
SHELLY.LETHER@VALLEYPREP.COM

Formatted: Font: (Default) CordiaUPC, 18 pt, Font color: Custom Color(RGB(241,69,15))

Formatted: Font: 18 pt, Not Italic

TABLE OF CONTENTS

ELEMENT A: THE EDUCATIONAL PROGRAM	5
I. ORGANIZATIONAL HISTORY, SCHOOL FOUNDERS, MISSION AND VISION	5
A. SCHOOL PERFORMANCE DURING THE CURRENT CHARTER TERM	7
B. ORGANIZATIONAL HISTORY	12
C. SCHOOL LEADERSHIP	16
D. MISSION	17
E. VISION	17
II. STUDENTS VPA WILL EDUCATE	18
A. TARGET STUDENT POPULATION	18
III. VPA PREPARES STUDENTS TO BE EDUCATED CITIZENS IN THE 21ST CENTURY.....	19
IV. HOW LEARNING BEST OCCURS	20
V. VALLEY PREP WILL ENABLE STUDENTS TO BECOME SELF-MOTIVATED, COMPETENT AND LIFELONG LEARNERS	22
VI. THE REQUIREMENTS OF CALIFORNIA EDUCATION CODE § 47605(B)(5)(A)(II).....	22
VII. VALLEY PREP’S FRAMEWORK FOR INSTRUCTIONAL DESIGN IS ALIGNED WITH OUR TARGET POPULATION	26
A. TEACHING METHODOLOGIES	26
B. CURRICULUM	38
C. TEXTBOOKS AND OTHER INSTRUCTIONAL RESOURCES	49
VIII. TEACHER CAPACITY: RECRUITMENT AND PROFESSIONAL DEVELOPMENT	50
A. TEACHER RECRUITMENT	50
B. PROFESSIONAL DEVELOPMENT	51
IX. INSTRUCTIONAL MINUTES	52
A. SAMPLE DAILY BELL SCHEDULES	53
X. SPECIAL NEEDS: VALLEY PREP ADDRESS THE NEEDS OF ALL SUB-GROUPS, INCLUDING AT-RISK STUDENTS.....	54
A. ENGLISH LEARNERS	55
B. SOCIOECONOMICALLY DISADVANTAGED STUDENTS.....	63
C. ACADEMICALLY HIGH-ACHIEVING STUDENTS.....	63
D. ACADEMICALLY LOW-ACHIEVING STUDENTS	64
E. STUDENTS WITH DISABILITIES	65

XI. INDEPENDENT STUDY.....	72
ELEMENT B: MEASURABLE STUDENT OUTCOMES.....	73
I. MEASURABLE GOALS OF THE EDUCATIONAL PROGRAM	73
II. SCHOOL OUTCOME GOALS WILL ALIGN WITH CALIFORNIA’S EIGHT STATE PRIORITIES	74
III. ADDITIONAL OUTCOMES.....	74
ELEMENT C: METHODOLOGIES FOR MEASURING STUDENT OUTCOMES.....	76
I. METHODS FOR MEASURING STUDENT ACADEMIC PROGRESS	76
II. DATA DRIVEN INSTRUCTION.....	77
III. PROGRESS REPORTS/GRADING.....	78
ELEMENT D: GOVERNANCE STRUCTURE.....	79
I. NON-PROFIT PUBLIC BENEFIT CORPORATION	79
II. GOVERNANCE STRUCTURE	79
A. MAJOR ROLES AND RESPONSIBILITIES	79
III. GOVERNING BOARD COMPOSITION AND MEMBER SELECTION	81
IV. GOVERNANCE PROCEDURES AND OPERATIONS	83
V. PARENT/GUARDIAN INVOLVEMENT	84
ELEMENT E: EMPLOYEE QUALIFICATIONS.....	86
I. CMO LEAD STAFF.....	86
A. VPA, INC. EXECUTIVE DIRECTOR	86
B. ACADEMIC DIRECTOR	88
II. INSTRUCTIONAL STAFF.....	89
A. SITE DIRECTOR.....	89
B. TEACHERS.....	90
C. INTERVENTION SPECIALISTS.....	91
D. AIDES/PARAPROFESSIONALS	92
III. NON-INSTRUCTIONAL STAFF	93
A. OFFICE MANAGER	93
B. ADMINISTRATIVE SUPPORT	94

Formatted: Font: (Default) Overlock

ELEMENT F: HEALTH AND SAFETY PROCEDURES.....	95
ELEMENT G: RACIAL AND ETHNIC BALANCE	105
I. OUTREACH CAMPAIGN	106
II. COMMUNITY PARTNERSHIPS	107
ELEMENT H: ADMISSIONS REQUIREMENTS.....	108
I. PUBLIC RANDOM DRAWING	108
A. ADMISSION PROCESS AND OPEN ENROLLMENT.....	109
B. PUBLIC RANDOM DRAWING PROCEDURES.....	109
C. WAIT LIST	111
ELEMENT I: FINANCIAL AUDITS.....	112
I. INDEPENDENT FISCAL AUDITS.....	112
II. INSURANCE.....	113
ELEMENT J: STUDENT SUSPENSION AND EXPULSION PROCEDURES.....	114
I. DISCIPLINE POLICY.....	114
II. GROUNDS FOR IN-SCHOOL SUSPENSION, OUT-OF-SCHOOL SUSPENSION AND EXPULSION	116
A. ENUMERATED OFFENSES	117
B. IN-SCHOOL SUSPENSION	123
III. SUSPENSION PROCEDURES	123
A. CONFERENCE	123
B. NOTICE TO PARENTS/GUARDIANS	123
C. SUSPENSION TIME LIMITS/RECOMMENDATION FOR PLACEMENT/EXPULSION	123
D. SUSPENSION APPEAL.....	124
IV. EXPULSION PROCEDURES	124
A. AUTHORITY TO EXPEL	125
B. HEARING PROCEDURES	125
C. SPECIAL PROCEDURES FOR EXPULSION HEARINGS INVOLVING SEXUAL ASSAULT OR BATTERY OFFENSES	126
D. RECORD OF HEARING	127
E. PRESENTATION OF EVIDENCE.....	127
F. WRITTEN NOTICE TO EXPEL.....	127
V. EXPULSION APPEAL	128

VI. EXPELLED PUPILS/ALTERNATIVE EDUCATION.....	128
VII. DISCIPLINARY RECORDS	129
VIII. SPECIAL PROCEDURES FOR THE CONSIDERATION OF SUSPENSION AND EXPULSION OF STUDENTS WITH DISABILITIES	129
 ELEMENT K: RETIREMENT PROGRAMS	 132
I. CERTIFICATED STAFF	132
II. CLASSIFIED STAFF	132
III. RESPONSIBLE STAFF MEMBER	132
 ELEMENT L: PUBLIC SCHOOL ATTENDANCE ALTERNATIVES	 133
 ELEMENT M: EMPLOYEE RETURN RIGHTS.....	 134
 ELEMENT N: DISPUTE RESOLUTION	 135
 ELEMENT O: CHARTER SCHOOL CLOSURE.....	 137
 ADDITIONAL PROVISIONS.....	 140
I. FINANCIAL PLANNING, REPORTING AND ACCOUNTABILITY	140
II. IMPACT STATEMENT/FACILITIES:	140
III. SELPA	141
IV. ADMINISTRATIVE SERVICES	142
V. INSURANCE.....	142
 APPENDIX A: BUDGET	 143
APPENDIX B: AFFIRMATIONS AND ASSURANCES	143
APPENDIX C: REQUEST FOR BOARD MEMBER INFORMATION.....	149
APPENDIX D: SCHOOL CALENDAR	180
APPENDIX E: ORGANIZATIONAL CHART	181

Formatted: Font: (Default) Overlock

ELEMENT A: THE EDUCATIONAL PROGRAM

"The educational program of the charter school, designed, among other things, to identify those whom the charter school is attempting to educate, what it means to be an 'educated person' in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners." (Ed. Code § 47605(c)(5)(A)(i).)

Formatted: Font: (Default) +Body (Calibri)

"The annual goals for the charter school for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals." (Ed. Code § 47605(c)(5)(A)(ii).)

"If the proposed charter school will serve high school pupils, the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the 'A to G' admissions criteria may be considered to meet college entrance requirements." (Ed. Code § 47605(c)(5)(A)(iii).)

"A description of the educational program of the school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self motivated, competent, and lifelong learners." Ed. Code § 47605(b)(5)(A)(i).

"A description, for the charter school, of annual goals, for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals." Ed. Code § 47605(b)(5)(A)(ii).

"If the proposed school will serve high school pupils, a description of the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the "A" to "G" admissions criteria may be considered to meet college entrance requirements." Ed. Code § 47605(b)(5)(A)(iii).

I. ORGANIZATIONAL HISTORY, SCHOOL FOUNDERS, MISSION AND VISION

Formatted: Font: (Default) Overlock

~~Valley Preparatory Academy (Valley Prep or VPA)~~ — with a proposed name change via this Charter Renewal Petition to Aspen Valley Prep Academy (Aspen Valley Prep, AVPA or Charter School), an Aspen Public School¹¹ -- is an independent charter school authorized by Fresno Unified School District (FUSD) that has served some of central Fresno's most "at-risk" children since 2004, with enrollment that is predominantly comprised of socioeconomically disadvantaged students, including foster and homeless youth and those living in severe poverty. Based on the success of AVPA over the past 12 years, FUSD approved a replication of AVPA, Aspen Meadow Public School, which opened in August 2016 and currently serves 90 students in grades TK-2. Aspen Meadow Public School will grow one grade level per year.

Formatted: Font: Not Italic

Formatted: Font: Not Italic

AVPA's current enrollment of 365 students in grades TK-~~68~~ is: 63% Hispanic/Latino, 20% White, 8% African American, 4% Asian, 4% Two or More Races; 81.3% Free/Reduced Price Lunch (2015-16)(FRPL); 14% English Learners (EL) with another 7% Reclassified Fluent-English Proficient (RFEP); and 6% students with disabilities (SpEd). It is important to note that the FRPL percentage does not fully capture the experiences of many of our families who live in severe poverty. Housing and food instability are common issues that our school staff help navigate, along with the stresses of gang violence, domestic violence, substance abuse, divorce/separation and more. In 2015-16, 2% of our students were in foster care, and an estimated 8% were either homeless or in temporary housing (e.g., doubling up with relatives or in a shelter). We estimate that throughout the year, approximately 40% of our students experience food instability, thus we provide a full breakfast and lunch for all students, every day.

We are quite proud of our recent accomplishments since our last charter renewal petition, including:

- Highly positive reviews from the Fresno Unified School District (FUSD) Charter Schools Office, including a Renewal Site Visit Report issued September 20, 2016 that found that Valley Prep AVPA is achieving every expected measure of performance, including, for example:
 - "The school is implementing the mission and instructional program outlined in its charter or is making appropriate changes."
 - "High quality instruction is evident in all classes throughout the school."
 - "The school has strong instructional leadership."
 - "The school is demonstrably effective in helping students who are struggling academically."
 - "The school is implementing effective, appropriate instructional strategies for English Learner students."
 - "The school is implementing effective, appropriate instructional strategies for special education students."
 - "Over the Accountability Period, the school has met its academic Accountability Plan goals."
 - "Parents/guardians and students are satisfied with the school."
 - "The school has established a well-functioning organizational structure with staff, systems, and procedures that allow the school to carry out its academic program."
 - "The school has established a governing board or other entity as described in its charter that is effectively engaged in its policy-making, oversight, and other roles."
 - "The school has substantially complied with applicable laws, rules and regulations and the provisions of its charter."

¹¹ Throughout this Material Revision, we have made changes to reflect the Fresno Unified School District Board of Education's approval in 2016 of a school name change from Valley Preparatory Academy to Aspen Valley Prep Academy, along with our second school's name change from Aspen Public School to Aspen Meadow Public School.

Formatted: Font: (Default) Overlock

(FRESNO UNIFIED SCHOOL DISTRICT CHARTER OFFICE, Renewal Site Visit for Valley Preparatory Academy, September 20, 2016.)

- ~~Valley Prep~~ [AVPA] was named a “2015 California School of Character” – *the only school to be recognized in California* -- by character.org (formerly known as Character Education Partnership), a national educational organization devoted to defining and encouraging effective practices and approaches to quality character education.
- [A]VPA’s partnership with Rescue the Children (RTC), an arm of the Fresno Rescue Mission that provides emergency and long-term services to at-risk, abused, homeless, or previously incarcerated women or women with children, has resulted in the enrollment of 30 students to date who reside with RTC, though some of these students in temporary housing enrolled at [A]VPA for just a short time. Currently we have nine students enrolled who are in residence at RTC, with an additional seven students enrolled that are no longer residing in the RTC program, but their families – with support from [A]VPA – make the effort to ensure their children continue to attend our school.
- At all times, [A]VPA has met its legal requirements in all aspects of governance and operations; there have never been any complaints, negative reviews or findings regarding compliance in the organization’s 12 year history.
- [A]VPA has strong and stable fiscal operations and at all times maintains a reserve in excess of 5%; currently [A]VPA’s fund balance of \$720,319 is equivalent to a 18.2% reserve.
- [A]VPA continually seeks to partner with the community, through connections to the Rotary Club, the Fresno Police Department, Bringing Broken Neighborhoods Back to Life, Fresno Metro Ministries, and other entities to promote a continued movement toward quality public education for all students.

A. SCHOOL PERFORMANCE DURING THE CURRENT CHARTER TERM

1. ACADEMIC PERFORMANCE DATA AND OTHER ABSOLUTE AND COMPARATIVE PERFORMANCE INDICATORS

According to California law, a charter school that has been in operation for four years “shall” meet at least one of the minimum criteria set forth in Education Code section 47607(b) prior to receiving a charter renewal: **AVPA meets and exceeds all four applicable criteria for renewal under section 47607(b).**² Additionally, [A]VPA meets new criteria for renewal under section 52052(e)(4)(C). The first criteria relate to the old Academic Performance Index (API) accountability system, suspended in 2013: (1) the school must have attained its Academic Performance Index (API) growth target in the prior year or in two of the last three years both schoolwide and for all groups of pupils served by the charter school; or (2) the school must have ranked in deciles 4 to 10, inclusive, on the API in the prior year or in two of the last three years; or (3) the school must have ranked in deciles 4 to 10, inclusive, on the API for a demographically comparable school in the prior year or in two of the last three years.

² The fifth criterion only applies to alternative model (ASAM) schools. While we are aware that the Education Code regarding renewal criteria has been modified extensively by AB 1505, we do not address those requirements now as this Material Revision is intended simply to remove 7th and 8th grades from the charter. We will prepare a full renewal based on the new criteria during the last year of the current charter term. Due to the California governor’s extension of all charters for two years (as a result of the pandemic), the current charter is extended to June 30, 2024.

Formatted: Indent: Left: 0.25", No bullets or numbering

Formatted: Superscript

Formatted: Superscript

Formatted: Font: (Default) Overlock

AVPA meets all three of these criteria: while the school lost points on the API in 2013 and fell just short of 800 (with an API of 799), in both 2012 (API of 832) and 2011 (API of 756) AVPA met both its schoolwide growth target and ALL subgroup growth targets, thus meeting this criteria. AVPA achieved a Statewide decile rank of “5” in 2013, and a state rank of “6” in 2012, thus meeting this criteria. AVPA achieved a 2012 similar schools rank of “9” and was ranked “4” in both 2011 and 2013, thus meeting this criteria.

(Source: api.cde.ca.gov.)

AVPA similarly meets the fourth statutory criteria for renewal: **AVPA’s academic performance is at least equal to the academic performance of the public schools that the charter school pupils would otherwise have been required to attend, as well as the academic performance of the schools in the school district in which the charter school is located, taking into account the composition of the pupil population that is served at the charter school.**

As noted in the Ed Code, “The determination made pursuant to this paragraph shall be based upon all of the following: (i) Documented and clear and convincing data; (ii) Pupil achievement data from assessments, including, but not limited to, the Standardized Testing and Reporting Program established by Article 4 (commencing with Section 60640) of Chapter 5 of Part 33 for demographically similar pupil populations in the comparison schools; (iii) Information submitted by the charter school.” (Cal. Ed. Code § 47607(b)(4)(B).)

Furthermore, as a result of the suspension of API, the California Legislature provided a new charter renewal standard as it relates to academic achievement, in Education Code section 52052(e)(4): **“Schools that do not have an API calculated . . . shall use one of the following: (A) the most recent API calculation; (B) an average of the 3 most recent annual API calculations; or (C) alternative measures that show *increases* in pupil academic achievement for all groups of pupils school-wide and among significant subgroups.”**

Under the law, these “increases in pupil academic achievement for all groups of pupils” shall be the “most important factor” in determining whether to grant a charter renewal. (Ed. Code, § 47607(a)(3).)

The following details the academic performance measures of AVPA’s performance over the current charter term, as compared to nearby neighboring schools our students would otherwise attend in the community (Comps). As detailed in the following pages, AVPA is performing as well or better than each of these schools, while serving a virtually identical student population.

2015-16 Student Population at VPA and Nearby Comparison Schools

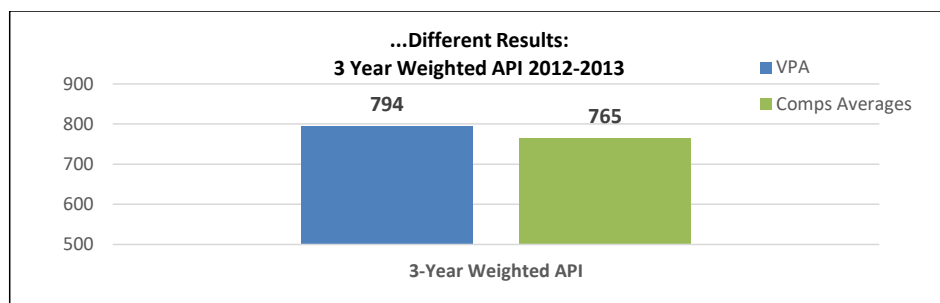
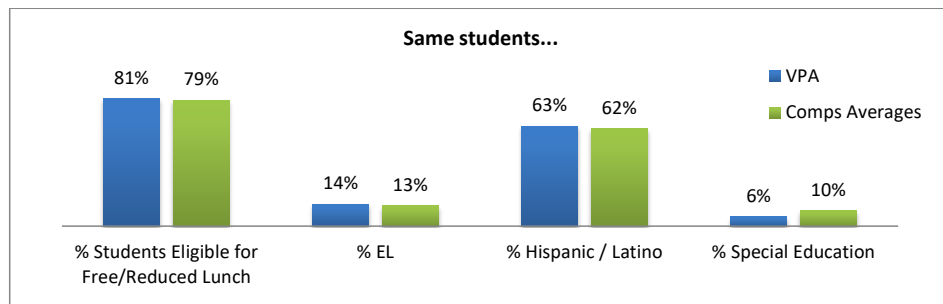
	AVPA (K-5)	Figarden (K-5)	Gibson (K-6)	Homan (K-6)	Lawless (K-6)	Malloch (K-6)	McCardle (K-6)	Powers-Ginsburg (K-6)	Roeding (K-6)	Slater (K-6)	Williams (K-6)	Wilson (K-6)	Baird (5-8)	Cooper (6-8)	Fort Miller (7-8)	Teneya (7-8)	Wawona (7-8)	Bullard Talent (K-8)	Hamilton (K-8)
% FRPL	81%	68%	59%	94%	50%	76%	88%	93%	93%	94%	98%	94%	51%	89%	95%	58%	90%	58%	90%
% EL	14%	8%	4%	30%	15%	6%	10%	19%	24%	16%	22%	20%	5%	6%	19%	5%	11%	4%	12%
% Hisp./	63%	55%	43%	65%	55%	38%	66%	74%	76%	61%	67%	65%	53%	75%	67%	50%	65%	59%	75%

Formatted: Font: (Default) Overlock

Latino																			
% SpED	6%	11%	7%	11%	14%	7%	16%	20%	9%	10%	7%	9%	7%	1%	11%	11%	9%	3%	10%

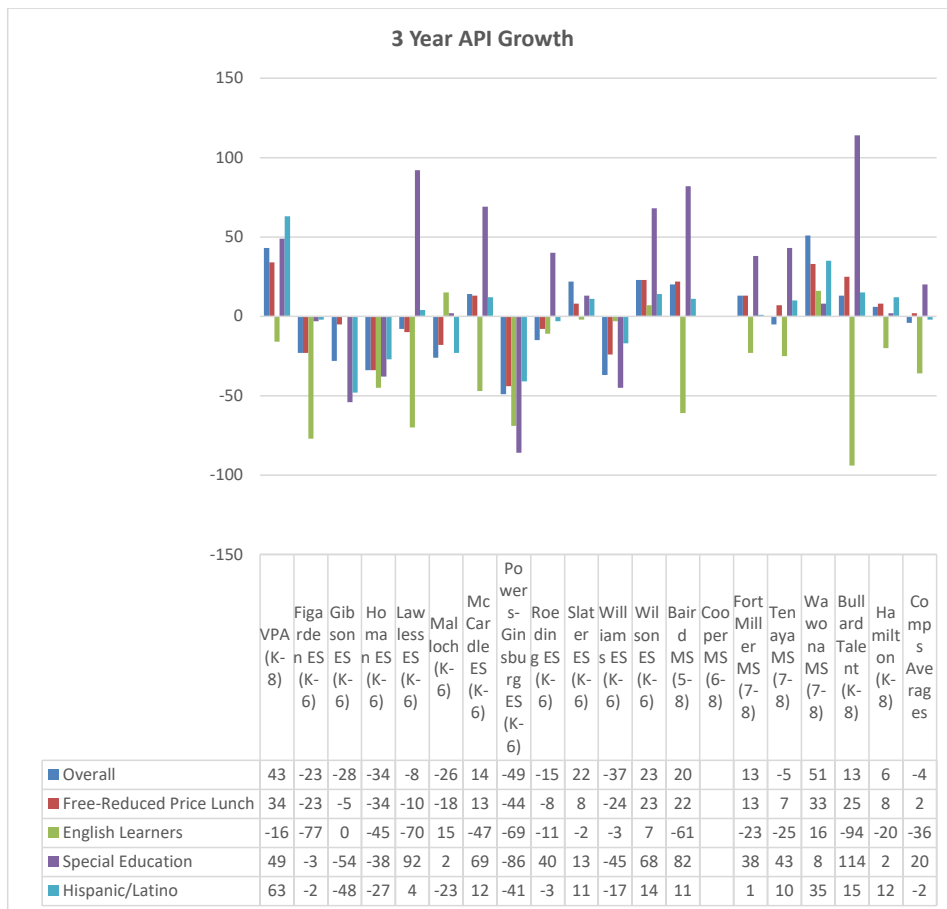
Source: <http://dq.cde.ca.gov/dataquest/>

Academic Performance Index (API)



As indicated above, while VPA serves virtually the same students as the nearby comparable schools, VPA's 3-year weighted API score in 2013 was higher than the average of the Comps by 29 points. Schoolwide and for each significant subgroup, VPA outperformed the comps' average over three years of API growth. Most notably, our Hispanic/Latino subgroup grew 63 points in API while, on average, the Comps decreased 2 points in the same time period. While we lost points for our English Learners, the decrease was not as significant as the Comps' Average decrease for the same subgroup (see below for a discussion of our English Learner program and the progress this group has attained.)

Formatted: Font: (Default) Overlock

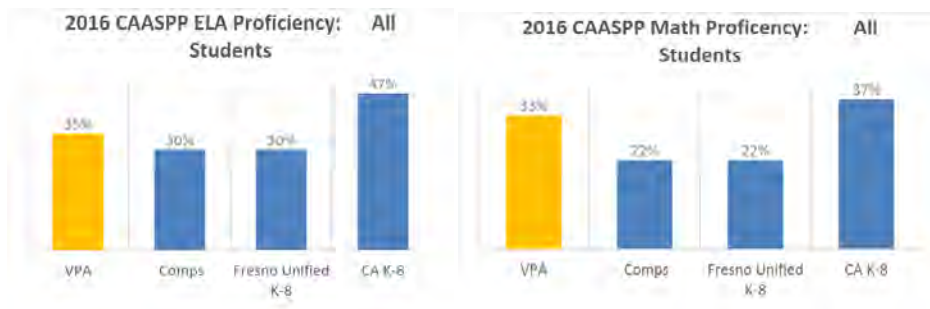


Source: <http://dq.cde.ca.gov/dataquest/>

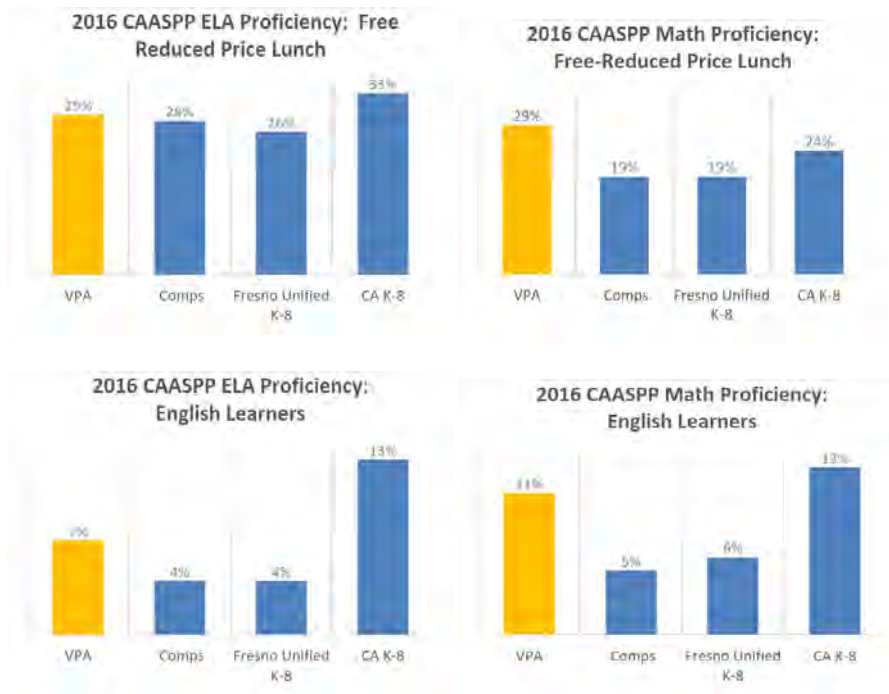
California Assessment of Student Performance and Progress (CAASPP)

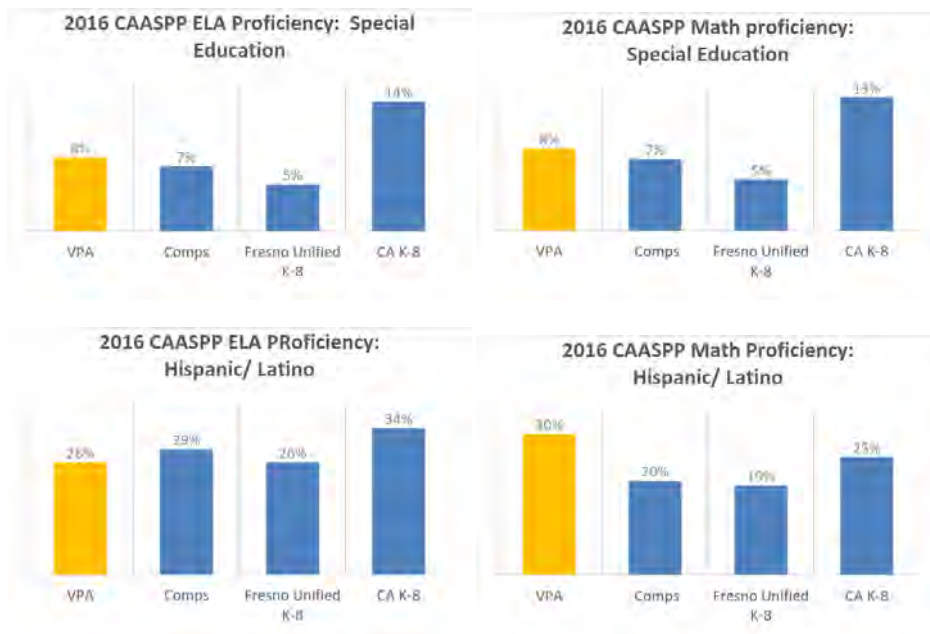
On the new, more complex CAASPP, VPA students achieved stronger Met/Exceeded rates than the Comps Averages and FUSD students in grades 3-86, with 35% Met/Exceeded in ELA and 33% Met/Exceeded in Math:

Formatted: Font: (Default) Overlock



Another 31% of VPA's students fell in the "Nearly Met" category in both ELA and Math. As illustrated in the following charts, for seven out of eight subgroup measures, VPA outperformed the Comps Average and FUSD, with the sole exception being Hispanic/Latino students in ELA, which were 26% Met/Exceeded – matching FUSD, but just 3 percentage points lower than the Comps Average. In Math, our Hispanic/Latino students were 30% Met/Exceeded, outperforming the Comps, FUSD and the State rates.





Source: <http://caaspp.cde.ca.gov/>

Science California Standards Test (CST)

On the 2015 CST for Science (2016 has not yet been published by CDE), 70% of VPA students were Proficient/Advanced, almost double the rate of the Comps Average (40%) and Fresno Unified (38%), and higher than the state average (60%).

Reviewed holistically, this data demonstrates Aspen Valley Prep's strong performance in serving a highly "at-risk" population. While we have significant room for growth, we are pleased with our performance to date and look forward to continuing to strengthen our program and student outcomes in the next charter term.

B. ORGANIZATIONAL HISTORY

Aspen Valley Prep grew organically from the efforts of a group of church members volunteering to help some high-need children and families starting in the late 1990's. As the group spent time offering free after school activities and food, they began to realize that many of the children were failing in school, or completely truant, and the older children were illiterate. All of the students were from poor, unstable home lives, often with drugs and prostitution involved. There was a sense of urgency among the volunteers to help the children. What grew out of that was remarkable. The volunteers continued to feed the students daily, and were soon able to hire a teacher (Shelly Lether (nee Melton), who now serves as the Executive Director. Ms. Lether enrolled more than a dozen children as independent study students and began to teach them. Word spread, and after a short while, the number of students grew

Formatted: Font: (Default) Overlock

so large and the students had such great academic and social success that Ms. Lether and the volunteers petitioned to open a charter school.

In 2004, Valley Preparatory Academy Charter School opened its doors in a humble house with 75 students. With regular teaching, accountability and leadership training, the students experienced great success. Several of the students moved in and out of foster care, or were homeless or transient. The group that began working with the students had a 'get it done' attitude and arranged for transportation for students, housing for those who were homeless, and some even became foster parents to provide safe housing in times of chaos for the families. The school maintained high academic and social standards and sought to give the students enriching experiences, taking cross-country field trips to the Grand Canyon, New York and Washington D.C. In the meantime, [Aspen](#) Valley Prep moved to accommodate more students. The school leased space on a church campus, initially sharing the campus with the church operations and a private preschool. Over time, demand for [AVPA](#) grew so much that an offer was made and an LLC (Jacqueline Gates) was created to purchase the entire 4-1/2 acre church campus in 2013. Funding for the purchase was provided by Central Valley Community Bank and the CDFI through Economic Opportunities Commission. [AVPA](#) now leases the campus from the Jacqueline Gates LLC.

In 2014, [AVPA](#) was approached by Rescue the Children (RTC), an arm of the Fresno Rescue Mission that provides emergency and long-term services to at-risk, abused, homeless, or previously incarcerated women or women with children. RTC also operates a 12-18 month residential program for women and women with children that provides education and job training to women overcoming crisis circumstances. RTC staff asked if they could send all of the students in their program to [AVPA](#) during the 2014-15 school year. RTC's neighborhood elementary school, Addams Elementary, is one of the lowest performing schools in California and very large (more than 800 students), and has a particularly high suspension rate for an elementary school, with reported incidents of violence and other issues.

In an effort to help secure a better educational option for children being served by RTC, [AVPA](#) expanded its enrollment from 315 students in 2013-14 to 358 students in 2014-15, adding 2 new classrooms and hiring 2 additional teaching staff. Throughout 2015-16, 10 students who resided with RTC enrolled at [AVPA](#) – some for just a short time, and currently, we have 7 students from RTC enrolled at [AVPA](#), with another 1 students enrolled at Aspen Public School, our new sister school. Additionally, 8 students were retained after leaving the RTC program.

The collaboration has been a tremendous success. Beyond academic growth (one 2nd grader made a remarkable 30 point gain – a grade-level jump -- in math on the NWEA MAPs assessments between last winter and this fall), RTC staff reported that several students had made "180 degree turnarounds" and students were known to say things like, "You don't understand, I used to be the bad kid at my other school." This school year, [AVPA](#) has enrolled many more students from RTC, continuing in the spirit of the original mission of the school to serve students in crisis situations.

In order to continue supporting this important partnership, we are now working to ensure that all students who come to us from RTC can continue to be enrolled at [AVPA](#) even when their families move to more long-term housing. Several mothers have continued to bring their children to [AVPA](#) after moving, yet at times, this can be an onerous effort via public transportation. At [Aspen](#) Valley Prep, we are committed to providing the same level of support for students like these, including foster youth who may be relocated while enrolled at [AVPA](#).

2. CURRENT SUCCESS

Aspen Valley Prep is now in its 12th year of operation and 3rd charter term; we are fully WASC accredited. The school has 365 students in grades TK-8⁶, and more than 78 students on the waitlist with additional families calling almost daily. AVPA's current enrollment is: 63% Hispanic/Latino, 20% White, 8% African American, 4% Asian, 4% Two or More Races; 81.3% Free/Reduced Price Lunch (FRPL); 14% English Learners (EL) with another 7% Reclassified Fluent-English Proficient (RFEP); and 6% students with disabilities (SpEd). It is important to note that the FRPL percentage does not fully capture the experiences of many of our families who live in severe poverty. Housing and food instability are common issues that our school staff help navigate, along with the stresses of gang violence, domestic violence, substance abuse, divorce/separation and more. In 2015-16, 2% of our students were in foster care, and an estimated 8% were either homeless or in temporary housing (e.g., doubling up with relatives or in a shelter). We estimate that throughout the year, approximately 40% of our students experience food instability, thus we provide a full breakfast and lunch for all students, every day.

Our model meets the extraordinary needs of our grades TK-8⁶ students through a carefully designed and innovative instructional program that focuses not just on academics, but on the psycho-social developmental needs of our students. We provide an extended day and comprehensive scaffolding and supports for our students, including a full-time on-site counselor, full-time LVN, part-time RN and a full-time campus resource officer. We are proud that our students consistently outperform their peers at nearby public elementary and middle schools on state standardized tests (see below), and our ultimate goal is to develop skills and attributes that will foster lifelong growth and development.

Embedded in all we do is an emphasis on leadership education. We believe that every child -- and every adult -- can be a leader. We have adopted the globally-acclaimed, standards-aligned school culture program, *Franklin Covey, Seven Habits of Highly Effective People, The Leader in Me*, which emphasizes imperative 21st century skills: responsibility, critical thinking, integrity, teamwork, collaboration, listening and speaking, and more. In order to ensure that our students' significant needs are met, our organizational philosophy is to invest in the people who will invest in our students. We provide 14 professional development and common planning days for our elementary teachers and 21 for middle school (includes summer Base Camp training), along with time built into the day and week for them to collaborate and learn from and with one another in a Professional Learning Community model. We work hard to provide clear expectations and build relationships and trust among all of our stakeholders, helping to ensure that as students and families interact with our school, they enjoy a culture on campus that one of our board members refers to as "gentle education."

We are incredibly proud that Aspen Valley Prep was named a "2015 California School of Character" -- the only school to be recognized in California in 2015 -- by character.org (formerly known as Character Education Partnership), a national educational organization devoted to defining and encouraging effective practices and approaches to quality character education.

"In schools of character, adults embrace their critical role as models. Teachers work together as professionals—and with parents and community members as partners—to positively shape the social, emotional, and character development of the young people entrusted to them each day. Students in these schools feel safe, respected, and connected to those around them, allowing them to thrive academically and socially and be motivated to give back to their communities.

*Bullying is rare
Cheating and discipline problems decline
Test scores, grades, and homework completion go up
Attendance and graduation rates are high
Dropout rates are low
Achievement gaps are narrowed
Teacher retention and satisfaction are high
Parent satisfaction and engagement rates are high
Student engagement and involvement is high."*

(character.org)

In this next charter term, AVPA will continue to operate in accordance with the Charter Schools Act of 1992, and consistent with the intent of the California Legislature will "provide opportunities for teachers, parents, pupils, and community members to establish and maintain schools that operate independently from the existing school district structure, as a method to accomplish all of the following:

- (a) Improve pupil learning.
- (b) Increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low achieving.
- (c) Encourage the use of different and innovative teaching methods.
- (d) Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.
- (e) Provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system.
- (f) Hold the schools established under this part accountable for meeting measurable pupil outcomes, and provide the schools with a method to change from rule-based to performance-based accountability systems.
- (g) Provide vigorous competition within the public school system to stimulate continual improvements in all public schools." (CA Ed. Code § 47601.)

In addition, AVPA will continue to meet all of the stated priorities of the Fresno Unified School District in charter school authorizing. Specifically, AVPA will continue to:

- *Share [FUSD]'s vision of equity and success for the students of FUSD:* We know that Fresno's most at-risk and underserved students can meet high expectations for success.
- *Implement innovative and effective approaches to educating students:* Our differentiated, hands-on curriculum with an emphasis on leadership skills and attributes is based on some of the "best practices" in education today, and aligns fully with the new Common Core State Standards.
- *Implement effective instructional strategies to serve underperforming populations:* Through differentiating (including blended learning programs that provide remediation and acceleration as needed), a comprehensive Response to Intervention program, and additional staff supports including an Education Specialist, on-site counseling, LVN, and referrals to local service organizations, AVPA will continue to ensure that all of our students – including foster youth and students who are homeless/experiencing housing or food instability – all will receive the personalized support they need to exceed.

- *Narrow the achievement gap among students of various backgrounds:* Based on CAASPP results, [AVPA](#) is closing the achievement gap for diverse students.
- *Demonstrate fiscal viability:* Our Board of Directors and lead staff are highly experienced charter school leaders, and will ensure that [AVPA](#) remains fiscally stable, utilizes strong internal controls, engages in conservative fiscal planning, and has audits that are free of “findings.”
- *Provide sound governance that is free of conflict of interest:* As detailed in Element D, [AVPA](#) is overseen by a Board of Directors that is experienced in charter school oversight and has in place comprehensive policies and procedures to ensure sound governance practices, free of any conflicts of interest.

Based on this success, we were thrilled this year to open a second school, Aspen [Meadow](#) Public School, to help meet community demand for our model of education. Aspen currently has 88 students enrolled in TK-2, with similar demographics to [AVPA](#): 93% FRPL, 66.3% Hispanic/Latino, 19.8% EL, 2.3% SpEd. The school is located at 1400 East Saginaw in Fresno, and has gotten off to a solid start thanks to a hard-working, experienced staff.

C. SCHOOL LEADERSHIP

[AVPA](#) is operated and governed by an accomplished team of experts in educational leadership and classroom instruction:

Shelly Lether, Executive Director

Ms. Lether is a highly experienced educational leader with more than 16 years of experience in Fresno Area charter schools, making her one of the pioneers of the charter school movement in Fresno and the San Joaquin Valley. Prior to becoming an administrator and founder of [Aspen Valley Preparatory Academy](#), Ms. Lether worked as an independent study teacher in grades K-12 in Fresno. At the university level, Ms. Lether has taught charter school leadership to teachers and aspiring administrators through Central Michigan University. She earned a Bachelor's degree in Liberal Studies from National University, and a Master's in Educational Leadership from Central Michigan University. Ms. Lether is active in the community, participating in Fresno Rotary and was in class 27 of Leadership Fresno. She also has participated in Fresno County Women's Chamber of Commerce. She was nominated in 2016 as a Fresno County Office of Education Administrator of the Year.

Corrie Spees Sands, Academic Director

Ms. Sands is the Academic Director, with combined responsibility for leading [AVPA](#) and supervising the site leader of Aspen in instructional matters. Ms. Sands is an experienced educational leader who has served in administration for the past five years. She began her administrative career in Central Unified School District, and joined [Aspen Valley Preparatory Academy](#) as Site Director in 2014-15. Ms. Sands previously served as the children's director at First Presbyterian Church, Fresno for five years and prior to that, taught for eight years in classroom-based schools in Clovis Unified School District and an independent study charter school in Fresno. Ms. Sands holds a Bachelor's degree in Liberal Studies from California State University Fresno, a multiple subject teaching credential from Fresno Pacific University, a Master's degree and administrative credential from California State University Fresno. Ms. Sands has spent time volunteering in the community including mentoring teen moms and serving on the founding board of a local charter school.

The Aspen Public Schools **Board of Directors** is comprised of highly accomplished and experienced experts in education, business, non-profit management, fundraising and more. The Board Chair, Mr.

[Aspen Valley Preparatory Academy-Renewal Charter Petition-Material Revision Oct-Nov. 10 2021](#)

John Grice, an experienced and highly successful international businessman, has managed large groups and has extensive knowledge in investment banking and project management. Mr. Stephen Paul is an agriculture businessman with 33 years of experience in fresh produce, as well as founder of a successful gourmet food company. Ms. Carrie Zulewski is an entrepreneur and has been a public school advocate for more than 20 years, volunteering countless hours, with particular experience and success in fundraising. Ms. Mary Jane Fitzpatrick spent the last five years as the Recreation Manager for the City of Fresno Parks and Rec department. Her tenure includes major management roles, fundraising and organizational development to provide access to healthy activities for students across Fresno. Ms. Megan Rafferty currently is an Outreach Consultant with Education Results, and has worked on charter school policy, research and advocacy at the national level; she has expertise in special education and previously served on the Board of one of Los Angeles's highest performing charter schools that is a nationally-recognized model for special education inclusion. Sergeant Diana M. Trueba of the Fresno Police Department is the Central Policing District Investigations Supervisor, and has served with the Fresno PD since 2000, first as a 911 Police Dispatcher, and then, since graduating from the Fresno Policy Academy in 2003, as a police officer, detective and supervisor in a variety of capacities. She has been active in the Fresno community with the Fresno Police Officers' Association, Special Olympics, and as a Board member of Family Healing Center. Board Member resumes are attached in Appendix C.

D. MISSION

Our mission is to unlock the potential of future Fresno leaders by setting high expectations for all and creating a culture that celebrates each individual's strengths and background. The core components of our approach:

- Comprehensive leadership curriculum integrated into all aspects of the school day
- Immersive blend of targeted academic and social-emotional learning
- Customized pathways to success for students, educators, and family leaders
- Advocacy on behalf of accessible, high quality education options for Fresno families
- Contributing network of community partnerships working towards positive social change.

E. VISION

Through a recent strategic planning process, we reevaluated our long-term impact and the core components of our approach. The result of our reflection and discussion includes newly articulated vision and mission statements that serve to align our leadership, staff, families and community on our identity and ultimate purpose.

Our vision as an organization is greater quality of life in Fresno where all families have access to opportunities and contribute to their communities. Our vision at the school level is to work to transform the community by developing exceptional leaders.

Our vision is based on the belief that every child – and every adult -- can be a leader. We recognize that our students will have opportunities and face challenges in the future that we cannot even imagine today. Technological advances, the ability of individuals to interact globally in real time, and the vast proliferation of information exchanged all necessitate that our students need to develop skills and attributes inherent in the concept of leadership. Today there is a growing recognition – including via the new California Common Core State Standards (CA CCSS) -- that problem-solving skills, an ability to think creatively, flexibly and analytically, and an ability to leverage resources and discern sources are not ideals, but imperatives.

Formatted: Font: (Default) Overlock

Through the globally-acclaimed program, *The Leader in Me*, AVPA will continue implement a standards-aligned school culture program that emphasizes critical 21st century skills: responsibility, critical thinking, integrity, teamwork, collaboration, listening and speaking, and more. This program, embedded throughout a carefully designed and innovative instructional program that focuses not just on academics, but on the psycho-social developmental needs of our students, will ensure that students matriculate from AVPA well prepared for a rigorous, college-preparatory high school program and go on to enroll in, and complete, a post-secondary degree and embark on meaningful careers.

II. STUDENTS AVPA WILL EDUCATE

A. TARGET STUDENT POPULATION

1. ENROLLMENT

Aspen Valley Prep currently has 365 children enrolled in grades TK-~~86~~. While we cannot with 100% accuracy predict enrollment for each year, for purposes of planning our budgets and operations conservatively, the following are our enrollment projections for the next five years:

	2017-18	2018-19	2019-20	2020-21	2021-22
TK/Kindergarten	58	60	76	78	80 58
1st grade	40	40	40	40	40 44
2 nd grade	40	40	40	40	40 44
3 rd grade	44	44	44	44	44
4 th grade	44	44	44	44	44
5 th grade	48	48	48	48	48
6 th grade	48	48	48	48	48
7th grade	36	48	48	48	48
8th grade	26	38	48	48	48
TOTALS	384	410	436	438	440 327

2. SURROUNDING COMMUNITY

AVPA's population of students represents the range of Fresno's cultural diversity and backgrounds. AVPA has served as an educational alternative for students who are particularly "at-risk" or who present unique learning challenges, including homeless and foster children, the academically accelerated, students who have failed in a traditional school setting, or need special learning accommodations (e.g. visual impairments or learning disabilities).

We intentionally seek to enroll those students who are most underserved: socio-economically disadvantaged (including those in extreme poverty), foster youth, and children who are homeless or experiencing housing instability. With our strong and continuing partnership with Rescue the Children, and other community connections, including CARE Fresno, VPA seeks to find the students who have the highest need for a stable, successful environment and serve them with the same high quality that has we have for the last 11 years. Our student body is comprised almost entirely of low-income students, with a majority Latino/Hispanic students as well as students who are Caucasian, African American, and

Asian. Recent immigrants comprise a significant number of our families. VPA is open to all students who wish to attend, though we focus our recruitment efforts (see *Element G: Racial and Ethnic Balance*) in Central Fresno.

We are confident that our proven model with an emphasis on leadership and 21st century skills, a differentiated approach to learning, and intensive, holistic supports for students most in need will continue to impact students and their families.

III. **AVPA PREPARES STUDENTS TO BE EDUCATED CITIZENS IN THE 21ST CENTURY**

Aspen Valley Prep believes the school's mission of core academics integrated with leadership education reflects how an educated person will succeed in the 21st century. As Nel Noddings has said, "the main aim of education should be to produce competent, caring, loving, and lovable people." (Noddings, *The Challenge to Care in Schools*, 2005.) We believe that when character development is taught alongside standards-based curriculum, students become productive and healthy members of our community. Our goal is to see each student develop the essential qualities valuable and common to our society and to use those qualities to impact positively his or her personal life and community.

Like many in education today, we believe education is not simply about drilling students to learn concrete facts and skills found in standardized tests, but rather that a 21st century education, in order to be truly successful, must emphasize aptitudes such as problem-solving, critical and creative thinking, inquiry, collaboration, communication and invention. Acclaimed journalist and author Thomas Friedman has noted that for education to be relevant today and to best prepare Americans for the global economy, it must emphasize the importance of instilling curiosity, love of learning, discernment, creativity, and interdisciplinary thinking. (Friedman, *The World is Flat*, 2005.) While these aptitudes of course necessarily depend on a foundational knowledge base that is detailed in state content standards, we believe our most important jobs as educators is in helping our students learn how to learn, and take on responsibility for their own futures.

Until recently, the abilities that led to success in school, work, and business were characteristic of the left hemisphere. They were the sorts of linear, logical, analytical talents measured by SATs Today, those capabilities are still necessary. But they're no longer sufficient. In a world upended by outsourcing, deluged with data, and choked with choices, the abilities that matter most are now closer in spirit to the specialties of the right hemisphere – artistry, empathy, seeing the big picture, and pursuing the transcendent.

(Pink, *A Whole New Mind: Moving from the Information Age to the Conceptual Age*, 2005.) Encouraging students to maintain goals of strong personal character and self-responsibility will help them become successful members within their communities, careers and families.

An article by American environmental historian William Cronon, entitled *Only Connect . . . : The Goals of a Liberal Education*, identifies the characteristics of what it means to be educated in the 21st century:

1. They listen and they hear.
2. They read and they understand.
3. They can talk with anyone.
4. They can write clearly and persuasively and movingly.

5. They can solve a wide variety of puzzles and problems.
6. They respect rigor not so much for its own sake but as a way of seeking truth.
7. They practice humility, tolerance, and self-criticism.
8. They understand how to get things done in the world.
9. They nurture and empower the people around them.
10. They follow E. M. Forster's injunction from *Howards End*: "Only connect"

"More than anything else, being an educated person means being able to see connections so as to be able to make sense of the world and act within it in creative ways . . . listening, reading, writing, talking, puzzle-solving, seeing the world through others' eyes, empowering others, leading—every last one of these things is finally about connecting." (Cronon, *Only Connect...: The Goals of a Liberal Education*, The American Scholar, 1998. 67(4).)

We have seen on a daily basis the power of "connecting" for our underserved students – with core content, with their own methods of learning, with caring adults, and with one another.

IV. HOW LEARNING BEST OCCURS

The core of our instructional program is the focus on personalized, differentiated instruction to meet the significant needs of our students and integrate content area learning into real-life contexts, using "scaffolding" and a constructivist, experiential approach.

Students learn *how* to learn by giving them the training to take initiative for their own learning experiences and access higher level thinking skills. Varying modalities of auditory, visual, and kinesthetic learning helps keep students engaged. Teachers are encouraged to enhance lessons with varied activities and hands-on projects that implement collaborative learning techniques. As learning progresses, scaffolds are gradually removed so that students eventually are able to demonstrate comprehension independently.

We believe learning best occurs through:

- **High Expectations:** We believe that learning best occurs when students are expected to meet high standards for achievement and are supported in their learning with an individualized approach that rejects the notion that "one size fits all." In order to help all students meet our high expectations, we clearly communicate those expectations, and then provide appropriate, individualized support to achieve the stated goals, and meaningful opportunities for students to demonstrate their accomplishments and successes. Students are offered challenging work that requires critical thinking and the ability to articulate one's ideas. When students are struggling, teachers do not lower their expectations, instead they find creative new ways to teach, they work with colleagues to develop intervention plans for specific students. As noted psychologist Lev Vygotsky described in *Mind in Society: The Development of Higher Psychological Processes*, the key to a learning experience within a student's zone of proximal development is "problem-solving under adult guidance or in collaboration with more capable peers." Our teachers continuously analyze student achievement data, then scaffold learning and differentiate instruction in order to lead all students to academic growth and achievement.
- **Small Learning Communities:** At a small school with small sizes, every student is known. Teachers must understand what students are thinking and how to connect with their prior knowledge if they are to ensure real learning. (Darling-Hammond, *Powerful Learning: What We*

Know About Teaching for Understanding, 2008.) As John Dewey wrote decades ago, “Education should be child centered; we should begin planning the lesson by looking at where the child is developmentally.” (Dewey, *Experience and Education*, 1938.)

- **Hands-On, Constructivist Learning:** Through teacher-designed activities and projects, our students learn by doing, with an individualized, differentiated approach that ensures that instruction is personalized for the needs of each learner. Learning is fun, interactive and meaningful. Learning is a social process that happens best in a dynamic and effective community. “[T]o understand is to discover, or reconstruct by rediscovery, and such conditions must be complied with if in the future individuals are to be formed who are capable of production and creativity and not simply repetition.” (Piaget, *To Understand is to Invent*, 1973.) The needs of individual learners are recognized and met.
- **Relevant, Meaningful Instruction:** We constantly work to ensure that our students understand the “real world” connection of their learning in the context of their own experience, and develop critical skills and motivation to succeed. We seek to engage children’s natural curiosities, integrate subjects in practical and meaningful ways, and help students define their own inquiries. (Freire, *Pedagogy of the Oppressed*, 1970.) If what students “know and believe is not engaged, learners may fail to grasp the new concepts and information that are taught, or they may learn for purposes of a test but not be able to apply them elsewhere, reverting to their preconceptions outside the classroom. This means that teachers must understand what students are thinking and how to connect with their prior knowledge if they are to ensure real learning.” (Darling-Hammond, 2008.) Teachers offer students autonomy to self-select reading, writing and other learning (with guidance, e.g., leveled readers where students select any book in their level), and simultaneously demand students take responsibility for their own learning and their community via self-reflection and self-assessment.
- **Backward Planning:** Our instruction starts first with an understanding of the essential skills, goals and objectives we are trying to achieve, based on the CCSS, and going backwards to devise the lessons and assessments that achieve and measure success. Teachers “begin with the question: What would we accept as evidence that students have attained the desired understandings and proficiencies – *before* proceeding to plan teaching and learning experiences.” (Wiggins & McTighe, *Understanding by Design*, 1998.) Students know the criteria and can judge their own work.
- **Character Development:** A fundamental core of our operations, we emphasize our young students’ psycho-social development and sense of “belonging”; including an emphasis on compassionate communication as we help our students develop critical communication and character skills. Schools should “promote the growth of students as healthy, competent, moral people . . . [including] the discourse of responsibility, interdependent sociality, community, and commitment . . . the topics that arise in common human experience.” (Noddings, 2005.)
- **Multiple Intelligences/Balanced Instruction:** We believe that when children are given the opportunity to express their skills, talents and intelligence across a variety of contexts in a balanced approach to learning, they are able to realize more success and develop more confidence, thereby enhancing their ability to succeed across different realms. “It is of the utmost importance that we recognize and nurture all of the varied human intelligences and all of the combinations of intelligences. We are all so different largely because we have different combinations of intelligences. . . . If we can mobilize the spectrum of human abilities, not only will people feel better about themselves and more competent; it is even possible that they will also feel more engaged and better able to join the rest of the world community in working for the broader good.” (Gardner, *Multiple Intelligences: New Horizons*, 2006.)
- **Developing and Supporting Teachers:** A comprehensive professional development program,

meaningful teacher evaluations that incorporate numerous reflection points, and a distributive leadership structure are designed to ensure that each member of our faculty is continuously supported and mentored in continuously developing his/her teaching practice. Teachers meet frequently to review individual, sub-group, whole class and whole school student achievement data to inform their teaching and ensure that they are meeting the specific needs of individual students. We ensure our teachers have ample time and resources to engage in professional development to expand their own teaching and learn “best practices,” plan collaboratively with their peers within and across grade levels, and to continuously learn themselves as they seek to ensure that each and every student they serve is excelling.

V. **ASPEN VALLEY PREP WILL ENABLE STUDENTS TO BECOME SELF-MOTIVATED, COMPETENT AND LIFELONG LEARNERS**

Our program has been carefully designed to develop students to be self-motivated and competent, who view *themselves* as life-long learners:

- **Self-motivated learners:** Research has found that three elements are needed for students to be self-motivated: autonomy, mastery, and a sense of purpose. (Pink, 2010.) Through our student-centered differentiated, hands-on instruction, (autonomy) students come to understand that they can achieve and they can experience the rewards and confidence that come with achievement (mastery). As students develop confidence in their own abilities they approach learning enthusiastically, for their own benefit and the benefit of others (purpose), fostering an authentic *self-motivation* to learn.
- **Competent learners:** Through “backwards design” and a relentless focus on student achievement data, teachers ensure that learning objectives are met by students. Students are continuously asked to reflect on their own learning, helping them gain understanding of the way they learn best. Students who can effectively express how they learn best can ‘own’ their education and be successful and enthusiastic life-long learners.
- **Life-long Learners:** Beyond mastering specific skills and facts, students learn *how* to learn. As students actively participate in their own learning, they see the relevance and applications of their education to their daily lives. Thus, well beyond the mastery of specific skills and knowledge, students develop a lifelong ability to continue to learn.

Students at AVPA develop a solid foundation that will serve them well in secondary school, college and beyond.

VI. **THE REQUIREMENTS OF CALIFORNIA EDUCATION CODE § 47605(A)(5)(A)(ii)**

Student academic and personal progress is of the highest priority at Aspen Valley Prep. We recognize the importance of ensuring all students, including all student subgroups, unduplicated students, and students with exceptional needs, are learning and demonstrating growth and progress throughout their schooling. One way we ensure this is by complying with the eight State Priorities as outlined in Education Code 52060. Valley Prep pursues a detailed set of schoolwide and subgroup outcome goals, based on the state priorities detailed in California Education Code § 52060(d). Student performance and achievement of school-wide, subgroup and individual student progress is measured by multiple and varied summative and formative assessments that are aligned to state and federal standards (including the new Common Core) and reflect proficiency measures required by the new California Assessment of

Student Performance and Progress (CAASPP)/SMARTER Balanced Assessments, as well as state priorities detailed in California Education Code § 52060(d).

Element B contains additional details about AVPA's annual goals and methods of assessment for all pupils, pursuant to California Education Code § 52052. On an annual basis, we engage stakeholders in preparing a Local Control and Accountability Plan, that sets goals for each of the eight state priorities identified in California Education Code § 52060(d), including specific annual actions the school takes to achieve each of the identified annual goals and fiscal allocations to support these actions.

Aspen Valley Prep has identified goals for each of the areas contained in the state's eight priorities for education. Below is a list of those goals and the actions that we will take to achieve them. For those goals related to pupil outcomes, assessment methods and outcome measures are described in Element B and C.

Pupil Outcomes Performance Goals	Assessments Used	Frequency	Goal/Expected Outcome	Progress Targets
State Priority #1: AVPA will ensure all core classroom teachers hold a valid CA Teaching Credential as defined by the CA Commission on Teaching Credentialing and appropriate EL authorization.	Employee folders	Annually	100% of teachers are properly certified and assigned (Interns will be properly permitted)	100% of teachers, all years
State Priority #1: All students, including all significant subgroups, will have access to standards-aligned (including Common Core) materials and additional materials as outlined in charter petition.	Inventory List; classroom observation	Annually	100% of students have access to standards-aligned materials and technology	100% of students, all years
State Priority #1: The school facilities will be clean and maintained in good repair.	Daily spot checks and Site Inspection List	Daily, Annually	Clean and maintained facilities	≥ 90% of items in compliance or good standing, all years
State Priority #2: Fully implement AVPA model of instruction, with emphasis on differentiated instruction, multiple intelligences, intensive intervention/support and leadership/21 st century skills development in a CA Common Core State Standards (CCSS)-aligned curriculum.	Lesson plans and curriculum pacing; state standardized tests (grades 3-86)	Weekly and quarterly review; annual CAASPP	100% implementation of Math and ELA Common Core in all grade levels and classrooms	100% implementation of Math and ELA common core all years, Next Gen Science Standards implementation as released

State Priority #3: Provide multiple opportunities for parent/guardian involvement in school life and ease of home-school communication; and ensure parent/guardian involvement in decision-making.	Sign-in sheets; Parent surveys	Ongoing events with annual review; Annual surveys	Parents will attend at least one school event and indicate satisfaction with the school's program	-- Y1 \geq 85% of parents will attend at least one school event and \geq 85% parent satisfaction -- Y2+ goals will be reset annually with overall goal of \geq 90% attendance and \geq 90% parent satisfaction
State Priority #4: All students, including all significant subgroups, will meet/exceed state and federal targets for growth on the CAASPP and EL reclassification rates.	CAASPPs (grades 3-68) NWEA MAPs benchmark assessments EL reclassification rates student folders	Annually Three times annually Annually	Meet participation rate goals; annual achievement and growth will meet or exceed comparable surrounding schools; EL reclassification will meet/exceed comparable schools.	-- CAASPP participation rate \geq 95% -- 2017-18 baseline: percentage of students who Meet/Exceed standards on CAASPP \geq comparable surrounding schools -- Annual federal/state growth measure: meet/exceed annual growth target -- EL reclassification rate will meet/exceed comparable surrounding schools -- SpEd students will demonstrate appropriate progress toward stated

Formatted: Font: (Default) Overlock

				goals in their IEPs each year
State Priority #5: Maintain a high ADA rate, low chronic absenteeism rate and low dropout rates.	Attendance records, student folders	Daily, Annually	Establish benchmarks in Y1 with growth rates (schoolwide and subgroup) set annually	-- ADA will be at least 95% with specific targets set annually -- Chronic absenteeism <2.5%; specific school wide and subgroup target set annually -- Dropout rate goal of <.5% with specific schoolwide and subgroup targets set annually
State Priority #6: Maintain suspension and expulsion rates lower than similar surrounding schools and achieve student satisfaction regarding safety and school connectedness	Suspension/expulsion rates Student surveys	Annually Annually	Benchmark rates established Y1; specific schoolwide and subgroup growth targets set annually	Y1 goal of <.5 suspension/expulsion; 85% student satisfaction on surveys regarding safety and school connectedness
State Priority #7: All students, including student subgroups, will have access to academic and educational enrichment programs as outlined in school charter	Master bell schedules and class assignments.	Annually	100% of students have access to enrichment programs	100% of student access all years
State Priority #8: All students will engage in comprehensive leadership education through <i>The Leader in Me</i> as detailed in the charter petition.	School-designed rubrics for each grade level.	Ongoing, tied to curriculum pacing and grade level goals.	100% of students will develop critical leadership skills and attributes	100% of students will demonstrate mastery and annual growth on school-

Formatted: Font: (Default) Overlock

				designed rubrics.
--	--	--	--	-------------------

VII. **ASPEN VALLEY PREP'S FRAMEWORK FOR INSTRUCTIONAL DESIGN IS ALIGNED WITH OUR TARGET POPULATION**

We believe that all children can meet and exceed state standards when they are given high expectations and an individualized, supportive environment in which to excel. Throughout the state, charter schools such as KIPP, High Tech High network in San Diego, Envision Schools in the Bay Area and more locally, Edison Bethune, have shown that typically under-performing students can reach rigorous academic benchmarks when high expectations are set and quality teachers present an engaging curriculum.

A. **TEACHING METHODOLOGIES**

First and foremost, we believe strongly in supporting and coaching teachers to be the best they can be. Simply put, the best curriculum and instructional methodologies are meaningless without effective teachers to implement our program. Our program is grounded in the following key principles gleaned by the acclaimed researcher Linda Darling-Hammond through extensive research on effective teaching:

- Effective teachers create ambitious and meaningful tasks that reflect how knowledge is used in the field.
- Effective teachers engage students in active learning, so that they apply and test what they know.
- Effective teachers draw connections to students' prior knowledge and experiences.
- Effective teachers diagnose student understanding in order to scaffold the learning process step by step.
- Effective teachers assess student learning continuously and adapt teaching to student needs.
- Effective teachers provide clear standards and constant feedback.
- Effective teachers encourage strategic and meta-cognitive thinking so that students learn to evaluate and guide their own learning. (Darling-Hammond, 2008.)

As teachers implement their lesson plans, they continuously assess their own efficacy and impact with individual students in the classroom utilizing specific data and analysis of sub-groups. Our instructional program is driven by student data gathered by the teachers themselves in order to make informed decisions about assessment, curriculum, pedagogy, and student services. Teachers continuously look at student work and questions in order to inform, structure and refine their instructional practice.

Just as we set goals for our students each year, so too teachers have personal goals for their own teaching practice. Curriculum and teacher effectiveness are assessed based on data analysis of multiple measures. This allows teachers to design short and long term academic goals with specific classes and/or students, implement learning strategies designed to increase student achievement, and make refinements to their own teaching. Academic goals and strategies are discussed and implemented with the Site Director during regularly scheduled, collaborative Instructional Meetings.

All instruction starts first with the California Common Core State Standards (CCSS), including the Next Generation Science Standards, and the frameworks for instructional design, all of which drive the creation of lesson plans and the assessment of both student and teacher achievement. Teachers collaboratively plan units of study using the 'backward design' guidelines described in Understanding by Design (Wiggins & McTighe, 1998). There are three steps to this process:

1. *Identify desired results:* Beginning with the CA State Standards, teachers determine a three-tiered hierarchical set of learning expectations:

- Enduring understandings: How will students internalize the standards such that they are linked to an authentically meaningful big picture understanding of the material?
- Information and skills worthy of familiarity: What prior knowledge do my students need to make meaning of this new information?
- Important knowledge and skills: What foundational knowledge and skills do students need to master this material?

As teachers select and prioritize these learning expectations, they are guided by thinking about the extent to which the idea, topic or process: (1) represents a 'big idea' having enduring value beyond the classroom; (2) resides at the heart of the discipline, and is tied directly to standards and standardized testing; (3) requires "uncoverage" to the extent that parts of these concepts are difficult for students to understand; and (4) offers potential for engaging students.

2. *Aligning Assessments to the Desired Results:* Teachers shape their standards-based instruction into larger projects and thematic units, and assess mastery in an explicit way. Teachers assess throughout the unit of study using a variety of assessment methods including both formative and summative assessments. Methods include online assessments, quizzes or tests aligned with the style students encounter on standardized-assessments as well as more comprehensive or authentic checks for understanding such as informal checks, student observation, 1:1 conferencing, performance tasks and projects. Teachers match an appropriate assessment method to each standard and establish and articulate clear criteria for reaching proficient performance.

3. *Differentiating Instruction to Meet the Needs of All Learners:* Teachers work together to determine the most effective teaching methods and select the appropriate materials and resources to achieve their goals with all of their students. Teachers design innovative instructional strategies by differentiating the content, process, and products delivered to students in order to provide equal access for all learners (including English Learners and students with special needs). Teachers write effective standards-aligned lesson plans and utilize a repertoire of research-based instructional strategies to increase student achievement.

The following describes in more detail the methodologies we employ to ensure our students will master the content standards:

- (1) Constructivist/Hands-On Learning
- (2) Multiple Intelligences/Balanced Instruction
- (3) Blended/Targeted Learning through Data Analysis
- (4) *Leader in Me* Leadership Education

1. CONSTRUCTIVIST/HANDS-ON LEARNING

Students in a constructivist model are given the means to explore, solve problems, reflect on situations and demonstrate their knowledge individually and in groups, allowing learners to “construct” their own meaning. Through group learning, students have the opportunity to interact with and learn from other students on more complex tasks than they could engage in alone, providing immediate feedback, encouraging them to explore their own and other students’ ideas, and helping develop communication and interpersonal skills.

Constructivism calls for the learning experience to be differentiated, beginning with each learner’s level of understanding and guiding students in building upon prior knowledge in a hands-on way. In simplest terms, differentiated instruction involves creating multiple paths to learning for diverse learners. (Tomlinson, 1999.) In simplest terms, differentiated instruction involves creating multiple paths to learning for diverse learners. (Tomlinson, 1999.) This differentiated, student-centered approach to instruction enables teachers to focus on the specific needs, skills, challenges and learning styles of each individual student to ensure that each and every student meets our high expectations for standards mastery. Each experience is an opportunity to construct new meaning through discussion, collaboration, and reflection to integrate new concepts. Teachers also scaffold the learning of students and differentiate instruction by breaking down tasks, using modeling, prompting, and coaching to teach strategies for thinking and problem solving to help students become proficient at conducting the relevant inquiry activities (Blumenfeld et al., 1991), leading ultimately to mastery of CCSS content standards.

Teachers also scaffold the learning of students and differentiate instruction by breaking down tasks, using modeling, prompting, and coaching to teach strategies for thinking and problem solving to help students become proficient at conducting the relevant inquiry activities (Blumenfeld et al., 1991). In these ways, each student’s existing beliefs, theories and perceptions are challenged through conversation, hands-on activities, or experiences. Learners work actively with concrete materials, try out ideas, solve problems, make mistakes and correct them, and have opportunities to stop and reflect on what they have done. The more actively engaged children are in the learning process, the more effectively they will understand and retain concepts and skills that are delineated in the state standards.

A constructivist approach is derived from a number of educational models: situated learning theory, expeditionary learning, experiential learning, project-based learning, and collaborative learning. Numerous independent researchers have documented the success of the constructivist model of education with historically underserved populations, demonstrating increased test scores, and perhaps more importantly, improved self-confidence and whole development excel. (Amaral, 2002; Mester, 2008; Hollins, King, J. and Hayman, 1994; Mathison & Young, 1995; Thornton & McEntee, 1995; McCombs, 1994; O’Neil & Drillings, 1997; Freire, 1995.) Research also shows that students who attend schools that employ constructivist methodologies gain critical thinking skills, deeper understandings, and learning that lasts (Marlowe and Page, 1998; Sagor & Cox, 2003. *At-Risk Students: Reaching and Teaching Them*; Pransky, 2002. “To meet your students where they are, first you have to find them.”)

Carol Tomlinson notes that culture plays an important role in how students learn. Identical learning environments and procedures do not work for all students. Tomlinson further asserts that student motivation increases when they can build on topics of interest, as “modifying instruction to draw on student interests is likely to result in greater student engagement, higher levels of intrinsic motivation, higher student productivity, greater student autonomy, increased achievement, and an improved sense of self-competence.” (Tomlinson, 2003.) At AVPA, we embrace the notion that what works for one

Formatted: Font: (Default) Overlock

student and what holds meaning and resonance for one will not work for all, thus teachers are supported in continuously adapting learning to serve student needs, rather than expecting students to adapt to the curriculum.

So what does a constructivist classroom look like? Our teachers are guided by five key elements evident in constructivist classrooms (Brooks and Brooks):

1. *Seek and Value the Student's Point of View.* Teachers start by asking about students' understanding of concepts in order to identify misconceptions, assess understanding relative to the grade level standards for the topic at hand, and to challenge students' thinking. Teachers are also encouraged to adapt lessons and shift strategies to meet student need and interest, and nurture students' natural curiosities to engage students in the learning process.
2. *Challenge Students' Suppositions.* Teachers support or contravene students' suppositions about how the world works as students master subject content. Teachers encourage students' autonomy and initiative to explore, investigate, hypothesize, correct, adjust, reflect, and assess all while taking responsibility for their own learning.
3. *Pose Complex Problems That Are Relevant and Encompass Skills and Concepts in the Standards.* Relevance, meaning, and interest are not automatically embedded within subject areas or topics. While one topic is boring to some, it is fascinating to others. Relevance emerges from the learner. Acknowledging the central role of the learner, teachers structure classroom experiences that both honor the initial curiosities and passions of students, and foster the creation of personal meaning among all students as they learn the designated facts and skills.
4. *Build units of study around "big ideas" and interrelated concepts across curricular areas.* Learning is not about memorizing isolated facts or skills necessary to pass tests, but rather, mastering facts and skills so that this learning can be applied to new and different contexts and gain understanding of how the parts relate to the wholes. Teachers ask open-ended, thoughtful questions, encourage students to ask questions throughout their own learning, seek elaboration of initial ideas to encourage deeper thinking, and challenge students to connect their learning.
5. *Assess student mastery in the context of daily instruction.* School time is not spent in segregated activities of learning and assessing, but rather, assessment is embedded throughout the learning as students engage with one another and their teacher, ask questions and go deeper into their learning, and reflect on their own learning through writing, projects and other presentations.

2. MULTIPLE INTELLIGENCES/BALANCED INSTRUCTION

We embrace a "whole child" approach, drawing from acclaimed theories of human development such as Howard Gardner's Multiple Intelligence Theory, to ensure that students have ample opportunity to develop all areas of their talents and interests, beyond the four core academic subjects. As Gardner has explained, rather than measuring intelligence as one finite figure or concept, "human cognitive competence is better described in terms of a set of abilities, talents, or mental skills, . . . *intelligences*. All normal individuals possess each of these skills to some extent; individuals differ in the degree of skill and in the nature of their combination. . . . [I]ntelligences always work in concert, and any sophisticated adult role will involve a melding of several of them." (Gardner, *Multiple Intelligences: New Horizons*, 2006.) Specifically, Gardner has identified eight broad areas of intelligence, some of which align clearly

with the four core academic subject areas, while others cross subjects and realms:

Linguistic intelligence involves sensitivity to spoken and written language, including the ability to use language to accomplish certain goals; to listen perceptively and read critically; to learn languages; to express oneself persuasively or poetically.

Logical-mathematical intelligence is most often associated with scientific and mathematical thinking: the ability to detect patterns, reason deductively and think logically, conceptually, and abstractly; the interest in experimentation, puzzles, investigations and cosmic questions.

Musical intelligence involves the capacity to distinguish the whole realm of sound, and in particular, to discern, appreciate and apply the various aspects of music (pitch, rhythm, timbre, mood) both separately and holistically.

Bodily-kinesthetic intelligence involves the ability to use one's body in highly differentiated and skilled ways, for both goal-oriented and expressive purposes; the capacity to exercise fine and gross motor control of one's body.

Spatial intelligence involves the ability to accurately perceive the visual world and to re-create, manipulate and modify aspects of one's perceptions, even in the absence of the relevant visual stimuli.

Interpersonal intelligence relates to the ability to work cooperatively and communicate, verbally and non-verbally, with other people; the insight to understand others' intentions, motivations and desires; and the judgment to recognize the biases underlying sources of information.

Intrapersonal intelligence involves the ability to understand oneself; the motivation and focus to study independently; and the wisdom to reflect. "The first, and most important, ability you can develop in a flat world is the ability to 'learn how to learn' – to constantly absorb, and teach yourself. . . ." (Friedman)

Naturalist intelligence (added to Gardner's theory in 1997) involves the ability to recognize, collect, analyze and classify plants, minerals, animals, flora, fauna and even cultural objects such as cars and sneakers. Those who excel in naturalist intelligence exhibit a greater sensitivity to nature and their place within it, the ability to nurture and grow things, and care for animals.

[Multiple Intelligence] theory is an agent of cognitive equity: it enables a greater diversity of individuals to use their minds well. In turn, the theory is a democratizing tool: it facilitates the development and expression of ideas by those who might otherwise remain largely unheard in their communities or in the wider society. (Kornhaber, *What's Policy Got to Do With It?*, [Multiple Intelligences Around the World](#), 2009.)

At AVPA, the philosophy that every student can learn permeates our academic and behavioral instruction. This philosophy works best when paired with opportunities for students to express their learning in different ways, working from a strengths-based perspective. Our faculty all receive training on Multiple Intelligence theory and ways to leverage students' strengths throughout instruction and multiple measures in assessment. Making space for multiple intelligences is another way our organization uses to make an environment where kids can connect to the standards and demonstrate mastery.

3. BLENDED LEARNING

A critical tool in our effort to personalize learning for each student is the use of blended learning. Students use an ever-growing body of online curriculum to practice skills and engage in fun, game-like learning that adapts continuously to their individual needs. Students utilize both free websites such as MobyMax, BrainPop, Achieve 3000, Khan Academy, pbskids.org, braingenie, buzzmath, ixl, eScience, Lexia Core5, CK-12, mangahigh, Phet simulations and more to engage in interactive, personalized learning.

Through this interactive software, learning is easily differentiated as students can choose from different activities based on their preferences, and then as they engage in the curriculum, the system gives them instant feedback (e.g., praise for correct answers, or encouragement to try again) as they master the content. In many programs, the technology adjusts to meet student needs so that students who are ready to proceed rapidly through content get increasingly levels of difficulty automatically, while those who need more time on a specific task do not advance as rapidly.

Blended learning offers a number of advantages:

- *Differentiated learning technology:* Students who are behind grade level can build the core skills they need, while those that are on grade level or above can push ahead. Teachers can lead small-group instruction based on where each student is in relation to grade level expectations.
- *Real-time data:* As students use these programs, data is automatically generated for teachers to see which skills students have mastered, and which require more instruction. These reports are tied directly to state content standards so that summative data shows student mastery of specific standards as well as diagnostic data about areas in need of further development. Teachers and school leaders can easily generate individual, sub-group, grade level and school wide achievement data in an efficient way, so that lessons, professional development of faculty and more can all be tailored directly to student needs. This allows teachers to more effectively make immediate adjustments during a lesson or in preparation for a lesson to meet students' needs.
- *Student Engagement and Small Group Instruction:* Today's tech-savvy students become engaged and want to participate in their learning when curriculum is provided via highly interactive, engaging games and other online experiences. Because the programs meet students at their levels, students are much less likely to be lost or bored and more likely to feel a sense of accomplishment as they progress through programs. Leveraging technology effectively can also help a teachers group students by levels and having some students work on the technology while others are working directly with the teacher in a smaller group.
- *Support for English Learners:* Several programs have proven to be particularly effective for English Learners, utilizing visual cues to scaffold language development as students engage in math, for example. Achieve 3000, a literacy program, has customized supports for English Learners built into the software.
- *Tech Skills Development:* CAASPP online assessments require that students be comfortable with technology; 21st century jobs inevitably require tech proficiency. Starting in Transitional Kindergarten, students have regular access to technology and be able to master the practical technology usage and application skills that are imperative in today's world. Students learn specific tech skills and engage in research and creation of presentations with technology. Programs such as freetypinggame.net, lessonplanet.com, and research sites such as

Formatted: Font: (Default) Overlock

yahooligans.com, bensguide.gpo.gov, lawforkids.org and dozens more will be used to enrich student learning.

While the field of online learning is rapidly developing, the following are some of the core programs we use:

Curriculum	Subject	Description
MobyMax	ALL	Moby's adaptive curriculum creates a unique, individualized education plan for each student, allowing gifted students to progress as quickly as they like while simultaneously ensuring that remedial students get the extra instruction they need. It provides an excellent opportunity for differentiation in the classroom.
Achieve 3000	Language Arts	Provides individualized instruction in expository reading comprehension, vocabulary and writing based on research from the respected literacy expert, Carol Tomlinson. As a student's lexile level increases, the text adjusts to increase the challenge for that student. The program highlights and defines key vocabulary for understanding the text, and asks the student to respond to questions in writing. Achieve 3000 has been particularly effective with English Learners and other high-need populations.
BrainPop and BrainPop Jr.	ALL	Helps introduce new topics and illustrate complex concepts in math, reading, writing, science, and social studies through animated videos.
Eureka Math	Math	CCSS aligned curriculum written after the implementation of the new standards, with both professional development and curriculum based videos available for providing support to teachers and students.
IXL	Math	Unlimited practice problems specifically tailored for and aligned to common core standards. Also displays proficiency scores in standards so you can keep track of what students are gaining competence in specifically. Explains when students get an answer wrong but does not teach concepts. Best used in combination with another tool.
Lexia Core5	All	Lexia Reading Core5 supports educators in providing differentiated literacy instruction for students of all abilities in grades pre-K–5. Lexia's research-proven program provides explicit, systematic, personalized learning in the six areas of reading instruction, targeting skill gaps as they emerge, and providing teachers with the data and student-specific resources they need for individual or small-group instruction.
Smarty Ants	TK-2 ELA	The path to college and career literacy begins with Smarty Ants®, an effective, research-driven solution that differentiates instruction in foundational reading skills and accelerates student achievement – all in an engaging, interactive, online learning environment. Adaptive content system that continually measures student progress and adjusts instruction accordingly. Robust learning scaffolds (including Spanish-language audio) and embedded assessments in every lesson. Real-time data reports, point-of-use videos, and on-demand instructional resources for educators. Anytime, anywhere access at school or at home for 24/7 learning and even greater literacy gains

Formatted: Font: (Default) Overlock

Summit Basecamp Personalized Learning Platform (5th-8th)	Math (5th) All core subjects (6-8th)	Summit Basecamp is a (free to public schools) program that helps public schools bring personalized learning into their classrooms. Students are active, engaged participants in their education and drive their own success. Lessons are meaningful because content is applied to authentic, real-life situations. Students connect their daily decisions, actions and behaviors to their long-term goals.
---	---	--

In addition to these online curriculum resources, AVPA uses Edmodo, an online communication and collaboration system that enables teachers, parents and students to collaborate and exchange information (e.g., students can ask questions about homework assignments that their peers or teachers can answer, in real time; teachers can post information about assignments and upcoming tests and projects; parents can see students' grades; and much more.)

AVPA has a 1:1 computer ratio for all students in grades 3-8 and a computer lab for lower grades. Our computer lab and/or mobile computer carts to ensure each student has frequent exposure to computer learning. We provide students with safe and secure internet access for learning. Our faculty have extensive training in implementing and using on-line curriculum and assessment tools (see *Professional Development*, below).

4. THE LEADER IN ME LEADERSHIP EDUCATION PROGRAM

Character development is the keystone to our school program. As noted in the Introduction, Aspen Valley Preparatory Academy Charter School was named a "2015 California School of Character" – the only school to be recognized in California -- by character.org (formerly known as Character Education Partnership), a national educational organization devoted to defining and encouraging effective practices and approaches to quality character education. Numerous studies have documented the impact students' social-emotional state – embodied in the character traits we emphasize -- has on learning and academic outcomes, ranging from a student's fundamental need to feel safe in an orderly school environment, to fostering motivation and self-awareness in the learning process. (Blum & Libby, 2004; Hamre & Pianta, 2006; Hawkins, Smith, & Catalano, 2004; Jennings & Greenberg 2009; cited in Durlak, et al., 2011, Marzano, 2003). Students who set high academic goals, have self-discipline, motivate themselves, manage stress, and organize their approach to work learn more and get better grades (Duckworth & Seligman, 2005; Elliot & Dweck, 2005; cited in Durlak et al., 2011). Finally, students who use problem-solving skills to overcome obstacles and make responsible decisions about studying and completing homework do better academically (Zins & Elias, 2006; cited in Durlak et al., 2011). <http://www.edutopia.org/sel-research-learning-outcomes#definition>

AVPA's recognition from character.org is based on their definition of *11 Principles of Effective Character Education*:

Formatted: Font: (Default) Overlock

ELEVEN PRINCIPLES OF CHARACTER EDUCATION

Effective character education:

- PRINCIPLE 1 Promotes core values.
- PRINCIPLE 2 Defines "character" to include thinking, feeling, and doing.
- PRINCIPLE 3 Uses a comprehensive approach.
- PRINCIPLE 4 Creates a caring community.
- PRINCIPLE 5 Provides students with opportunities for moral action.
- PRINCIPLE 6 Offers a meaningful and challenging academic curriculum.
- PRINCIPLE 7 Fosters students' self-motivation.
- PRINCIPLE 8 Engages staff as a learning community.
- PRINCIPLE 9 Fosters shared leadership.
- PRINCIPLE 10 Engages families and community members as partners.
- PRINCIPLE 11 Assesses the culture and climate of the school.

"In schools of character, adults embrace their critical role as models. Teachers work together as professionals—and with parents and community members as partners—to positively shape the social, emotional, and character development of the young people entrusted to them each day. Students in these schools feel safe, respected, and connected to those around them, allowing them to thrive academically and socially and be motivated to give back to their communities.

*Bullying is rare
Cheating and discipline problems decline
Test scores, grades, and homework completion go up
Attendance and graduation rates are high
Dropout rates are low
Achievement gaps are narrowed
Teacher retention and satisfaction are high
Parent satisfaction and engagement rates are high
Student engagement and involvement is high."*

(character.org)

AVPA's teachers these values through Franklin Covey's *7 Habits of Happy Kids (The Leader in Me)* with the embedded character traits of:

- Trustworthiness
- Empathy
- Respect
- Responsibility

Aspen Valley Preparatory Academy Renewal Charter Petition Material Revision Oct-Nov. 10 2021

- Fairness
- Caring
- Citizenship
- Honesty
- Courage
- Diligence
- Integrity

Our goal is to see each student develop the essential qualities valuable and common to our society and to use those qualities to impact positively his or her personal life and community. Our core values are reflected in the statement “Leaders who are respectful, empathetic and inspiring.” We emphasize with our students that “Character is doing the right thing whether anyone is looking or not.”

Character traits are taught through *The 7 Habits of Happy Kids* by Stephen Covey:

THE 7 HABITS OF HAPPY KIDS

Habit 1 — Be Proactive

You're in Charge

I am a responsible person. I take initiative. I choose my actions, attitudes, and moods. I do not blame others for my wrong actions. I do the right thing without being asked, even when no one is looking.

Habit 2 — Begin with the End in Mind

Have a Plan

I plan ahead and set goals. I do things that have meaning and make a difference. I am an important part of my classroom and contribute to my school's mission and vision. I look for ways to be a good citizen.

Habit 3 — Put First Things First

Work First, Then Play

I spend my time on things that are most important. This means I say no to things I know I should not do. I set priorities, make a schedule, and follow my plan. I am disciplined and organized.

Habit 4 — Think Win-Win

Everyone Can Win

I balance courage for getting what I want with consideration for what others want. I make deposits in others' Emotional Bank Accounts. When conflicts arise, I look for third alternatives.

Habit 5 — Seek First to Understand, Then to Be Understood

Listen Before You Talk

I listen to other people's ideas and feelings. I try to see things from their viewpoints. I listen to others without interrupting. I am confident in voicing my ideas. I look people in the eyes when talking.

Habit 6 — Synergize

Together Is Better

I value other people's strengths and learn from them. I get along well with others, even people who are different than me. I work well in groups. I seek out other people's ideas to solve problems because I know that by teaming with others we can create better solutions than anyone of us can alone. I am humble.

Habit 7 — Sharpen The Saw

Balance Feels Best

I take care of my body by eating right, exercising and getting sleep. I spend time with family and friends. I learn in lots of ways and lots of places, not just at school. I find meaningful ways to help others.

(Covey, *The 7 Habits of Happy Kids*, 2011.)

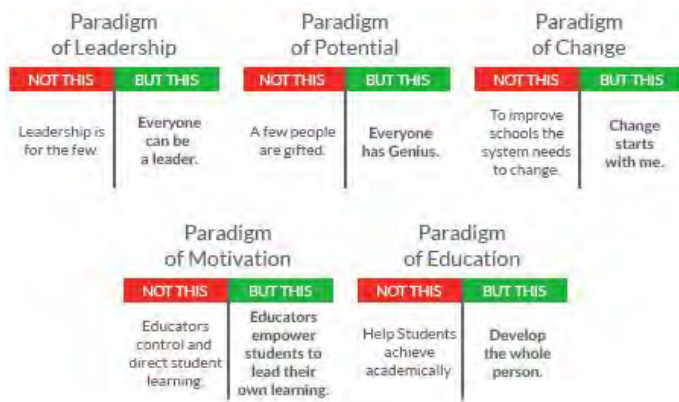
Components of our Leadership Development Program

Our leadership development program is embedded throughout school life, with all stakeholders – students, teachers, administrators, staff, Board members, parents and community members all involved. The main goal is to shift away from the typical ‘sage on the stage’ model of teacher and staff led school, to a ‘guide on the side’ model.

As we work to “develop exceptional leaders,” we mean that all of our students have experiences and recognize qualities of leadership. When commonly recognized and admired leaders – in any realm – as asked how they got to where they are, they inevitably refer to past experience, practice, failure, and reflection. We support our students in having hands-on experience through their academic work to try new things, to explore, investigate, and engage with the content. This helps them develop intrinsic motivation to learn and to grow. We relinquish control and our faculty become the “guide on the side” as student explore the standards-based content in a deeper way. We also relinquish control over some aspects of the day in order to ensure students have opportunities to practice tangible leadership skills, like collaborative decision-making, public speaking, organizing activities and more. For example, students help to lead assemblies, including preparation, design and public speaking, and are invited to design ‘action teams’ to address areas of school life (academic, environment, social) that can be improved through their efforts. Through these hands-on activities – in the classroom, in schoolwide activities and events – we also give our students the opportunity to fail. We help our students understand that failure is a significant part of learning and growth – and has led to some of the world’s most important discoveries – and that persistence and reflection can ensure “failure” leads to success. Allowing environments for learning where failure is part of exploration, and learning is reflective, makes it safe to take risks in order to grow.

As students continue to drive the direction for our school, we anticipate they will leave our environment not only ready to learn, but ready to transform their community.

As illustrated in the following graphic from *The Leader in Me*, five “core paradigms” encompass the program. “Instead of seeing children through the lens of a normal distribution curve—some kids are naturally smart and others are not—*The Leader in Me* paradigm sees that every child is capable, every child is a leader. This paradigm changes everything.” (theleaderinme.org)



The following are some of the ways in which we implement the program across the school:

Classroom Respect Agreements: As a preventative part of the school wide discipline policy, teachers and students work together at the beginning of each school year to develop a Respect Agreement. These agreements are posted in the classroom and serve as a visual reminder that each member of the classroom community serves as a vital part. The idea that “Trust grows when agreements are made and kept” helps encourage students to keep their agreement to respect themselves and others.

Daily Meet and Greet: Teachers meet every student at the door with a handshake, fist bump, etc. and a greeting with eye contact. First 15-30 minutes is reserved for a leadership time with emphasis on the 7 Habits and their application. The morning gathering in each classroom is designed to intentionally teach and develop leadership skills, with opportunities that allow students choice and ownership of program goals, and opportunities for reflection (class journaling) that focus on leadership development.

Leadership time: Every morning, the first thirty minutes of the day is devoted to leadership time. During this time the students learn the 7 habits and other character lessons through the Leader in Me curriculum, Sanford Harmony curriculum, and/or WiseSkills.

Monthly Schoolwide "Habit" Focus: students survey all 7 Habits in *The Leader in Me* in the first 7 weeks of school in grade-appropriate ways; each Habit is then taught more in-depth in subsequent months.

Quarterly Celebration Assembly: Students lead quarterly character assemblies that accentuate the current habit. Parents/guardians and friends are invited to take part in these gatherings. The assemblies are one way in which students can practice leadership skills.

Service-learning projects: Student-directed opportunities for service to both our internal community at school, and our surrounding community.

Leadership Skills: Students are given opportunities to demonstrate and practice leadership skills in diverse ways, as classroom leaders (e.g., messenger, homework collector, line leader, health monitor, supplies director, etc), as speakers at assemblies, as environmental details on campus to reflect our

Leader in Me work (murals, mosaics, plants, etc.), every student has a role. Regular journaling on leadership encourages student reflection. Student report cards include specific leadership traits, and students set goals for their own leadership development, with their parents and teachers.

WiseSkills Character Curriculum: tools to support intentional teaching of personal character development.

Sanford Harmony: The goal of Harmony is to incorporate specialized teaching strategies into classroom activities—from preschool through sixth grade—in an effort to reduce bullying, and help develop the youth of today into tolerant, compassionate, and caring adults for the future. Harmony can be easily incorporated into lesson plans in as little as five minutes a day, and is aligned with Common Core state standard, national, and district learning initiatives.

Discipline That Restores: The Discipline That Restores (DTR) model is the foundation of our discipline policy, with skills explicitly taught and specific strategies used to manage conflict and unwanted behaviors. DTR focuses on:

- Restorative conflict resolution: positive skills taught to students that lead to relationship restoration
- Logical Response Consequences: opportunities to connect mistakes to learning that will prevent repetition of the same mistakes, often determined by student who earned consequence
- Peacemaking Process: intentional process, with varying levels of mediation, for students to make peace and make things right after a conflict occurs
- Peer mediation: training for students using curriculum to equip students to lead other students through a process of conflict resolution with positive resolution
- Respect agreements among teachers, students, school and other staff: these are agreements collaboratively created by each group that address respect to others and the environment
- Cooperative conflict resolution.

Throughout the program, all adults are expected to model the core values consistently. In addition to attending assemblies where leadership qualities are emphasized, parents are invited to a monthly breakfast with the Executive Director to discuss the leadership program and other school issues. All stakeholders in the school are asked to volunteer for leadership roles – our *Lighthouse Team* includes representatives from admin, office staff, one teacher from each grade level, student reps and parents to guide leadership development school wide. The *Student Lighthouse Team* is a student advisory team to guide leadership action teams formation and to advise the Lighthouse Team. These students will generate ideas about leading the school (planning events, designing murals, initiating service projects, etc.) and recruit other students onto action teams to set the plans in motion.

B. CURRICULUM

Teachers implement an academically challenging and integrated curriculum, incorporating California standards, including the new Common Core State Standards and Next Gen Science Standards. Purchased curricular materials are used as a basis upon which teachers build. (See *Section C: Textbooks and Other Instructional Resources*, below for further details.)

Aspen Valley Prep's core curriculum is aligned to the California Common Core State Standards (CCSS) and Frameworks for Instructional Design. Teachers align all lesson plans to CCSS (including methods for

Aspen Valley Preparatory Academy-Renewal Charter Petition-Material Revision Oct-Nov. 10 2021

differentiating instruction for ELs and students with special needs), introduce the standard during the lesson (on whiteboard or Mimio/interactive whiteboard), ask students to say the standard, and then repeat the standard learned in their own words during the lesson conclusion.

Listed below is each core subject, the educational goals and current instructional materials.

1. ENGLISH LANGUAGE ARTS AND ENGLISH LANGUAGE DEVELOPMENT

The elements of the ELA program are aligned to the four strands of the *California Common Core Standards in English Language Arts* as well as the *California English Language Arts/English Language Development Framework*³: Reading, Writing, Listening and Speaking. These are each detailed here, followed by a synopsis of our primary ELA curriculum sources.

a. Reading

The reading instruction program educates students to be highly capable readers with the ability to apply their comprehension and analytical skills in becoming fully functioning citizens in our democracy. We believe high levels of comprehension in all genres builds the foundation for academic success. We provide students with English Language Arts instruction that results in the ability to read, write, and communicate with competence and confidence in English across a range of personal and academic contexts. We take a balanced approach that some reading material should be at independent reading levels, some more difficult for particularly interesting topics, and, finally, some challenging text (stretch text) for instruction which needs to be scaffolded.

With *Wit & Wisdom*, every text a student touches is authentic and of the highest quality. Students use these texts at every turn — to learn, and eventually master, essential reading, writing, speaking, listening, grammar, and vocabulary. Instead of basals, students read books they love, to build knowledge of important topics and master literacy skills. All students read and communicate about grade-level texts, with suggestions for support included at key moments in lessons. *Wit & Wisdom* is composed of four modules per grade level. Each artfully explores a specific topic to develop depth of understanding and inspire curiosity. At the core of each module is a selection of literary works, informational texts, and visual art. Modules are made up of 30 lessons which are covered in 6-8 weeks of study. All modules integrate reading, writing, speaking, listening and language instruction.

In all grade levels, students read closely to determine what the text says explicitly and to make logical inferences from it, and cite specific textual evidence when writing or speaking to support conclusions drawn from the text. Students also determine central ideas or themes of a text and analyze their development and summarize the key supporting details and ideas. Furthermore, analyze how and why individuals, events, and ideas develop and interact over the course of a text.

Students develop understanding in the craft and structure of all types of texts, interpreting words and phrases as they are used, including determining technical, connotative, and figurative meanings, and analyze how specific word choices shape meaning or tone. Students in grades TK-~~8-6~~ analyze the structure of texts, including how specific sentences, paragraphs, and larger portions of the text (e.g., a section, chapter, scene, or stanza) relate to each other and the whole. They also assess how point of view or purpose shapes the content and style of a text.

³ <http://www.cde.ca.gov/ci/rl/cf/elaeldfrmwrksbeadopted.asp>

As students integrate knowledge and ideas they read, they evaluate content presented in diverse formats and media, including visually and quantitatively, as well as in words. They also delineate and evaluate the argument and specific claims in a text, including the validity of the reasoning as well as the relevance and sufficiency of the evidence. As students progress in their range of reading and level of text complexity, they analyze how two or more texts address similar themes or topics in order to build knowledge or to compare the approaches the authors take.

Students learn to understand complex text and ideas as well as reason, analyze, persuade, and problem solve. Students encounter a significant representation of the best classic and contemporary literature including novels, biographies, essays and plays.

Beginning in kindergarten, students listen to stories and informational text and begin learning research strategies, completing reports based on multiple sources to demonstrate their comprehension. As students advance in reading levels, they both listen to and read a variety of texts, and learn to use reading comprehension strategies (predicting, connecting, questioning, monitoring, clarifying, summarizing, inferring and visualizing) in concert to analyze, evaluate, and interpret what they read. Reading strategies are posted on classroom walls for teacher reference during reading instruction to help students with metacognition (the ability to understand the thinking process). Teachers use strategies such as think-alouds, wherein they use reading strategies, model them aloud, and then have students practice them during read-alouds, shared reading, guided reading, reciprocal reading and independent reading. Guided reading groups use books organized by reading levels to facilitate targeted instruction based on the needs of the individual students. Read alouds are frequently connected to integrated curriculum units as they are taught in the classroom. Teachers use a diversity of print and digital sources so that students integrate and evaluate content, visually and quantitatively, as well as in words.

English Learners and students who are struggling are provided access to reading materials through use of leveled libraries with high-interest books at all levels, reading conferences with teachers, one-on-one reading tutoring; and partner reading. Since students develop more quickly as fluent readers and writers if they have had numerous opportunities to listen to fluent readers, students listen to fluent readers frequently through shared reading, read-alouds, books on tape, and listening centers.

In Grades ~~6 to 8~~, we continue to use quality literature-based comprehension instruction in language arts, and we recently adopted Summit Basecamp for ~~middle-sixth~~ grades curriculum. Summit Basecamp, an online learning platform that is responsive to individual student's needs, provides a personalized learning approach that encourages students to drive their own education by determining for themselves how they learn best, setting goals and developing habits of success. Summit Basecamp facilitates teachers customization of instruction to meet students' individual needs and interests, while still allowing students to self-direct. Receiving the "gold stamp" from SCALE at Stanford University, this project-based curriculum is teacher-created, standards-aligned, and customizable. It includes nearly 200 deeper learning projects and over 700 "Playlists" (libraries of learning content) and assessments. Through Summit Basecamp as well as texts in prints, teachers select grade-appropriate core literature that exhibits the depth and complexity demanded by the CA CCSS. ~~In seventh and eighth grade, students use the skills developed in the previous grades to understand more sophisticated literature and content area information. Students identify idioms, analogies, metaphors, and similes and continue to use multiple strategies to clarify word meanings. Students focus on comprehension of various informational materials using the strategies developed previously in addition to skills in identifying author's bias or~~

Aspen Valley Preparatory Academy Renewal Charter Petition Material Revision Oct-Nov. 10 2021

perspective. Students begin to analyze literature by determining purpose by genre, comparing and contrasting themes and points of view, and analyze more sophisticated elements of characterization.

Teachers use quality literature from the California state list of recommended literature for TK-6. We use books that reflect the ongoing interdisciplinary study of the classroom. Informational texts including primary documents, historical fiction, science texts, newspaper and magazine articles, plays and more are used throughout the ELA, History/Social Science, Science and Math curriculum.

b. Writing

Writing instruction is rooted in a constructivist approach. Students select topics that are close to their hearts and write for real audiences, not just their classroom teacher. Teachers work together in grade-level teams to develop standards-based units centered on deep, essential questions, which culminate in writing projects. As children write, they use their letter-sound knowledge, develop knowledge they have read about, and practice the art of writing that they have analyzed in models that they have read. Children who write become more fluent in reading. Grammar and spelling are taught throughout the writing process and supplemented by direct instruction of standards-based skills at each grade level as appropriate.

Our structured daily writing program is directly aligned to the new Common Core emphasis on writing. The chief component of the writing program in grades TK-6 will be the acclaimed Writer's Workshop, based on the Lucy Calkins'/Teachers College Writer's Workshop model. Writer's Workshop is based on the constructivist principle that learning to write is as much about the process as the product, and thus emphasizes how to enjoy writing at the same time as reaching the goal of becoming competent writers.

Examples of Increasing Levels of Depth and Complexity within Text Types & Purposes Standard 2: Write informative/explanatory texts:

Grade	Complexity
TK/K	Use a combination of drawing, dictating, and writing to name what they are writing about and supply some information about the topic.
1 st	Name a topic, supply some facts about the topic, and provide some sense of closure.
2 nd	Introduce a topic, use facts and definitions to develop points, and provide a concluding statement or section.
3 rd	Examine a topic and convey ideas and information clearly. a. Introduce a topic and group related information together; include illustrations when useful to aiding comprehension. b. Develop the topic with facts, definitions, and details. c. Use linking words and phrases (e.g., also, another, and, more, but) to connect ideas within categories of information. d. Provide a concluding statement or section.
4 th	Examine a topic and convey ideas and information clearly. a. Introduce a topic clearly and group related information in paragraphs and sections; include formatting (e.g., headings), illustrations, and multimedia when useful to aiding comprehension. b. Develop the topic with facts, definitions, concrete details, quotations, or other information and examples related to the topic.

	<p>c. Link ideas within categories of information using words and phrases (e.g., another, for example, also because).</p> <p>d. Use precise language and domain specific vocabulary to inform about or explain the topic.</p> <p>e. Provide a concluding statement or section related to the information or explanation presented.</p>
5 th	<p>Examine a topic and convey ideas and information clearly.</p> <p>a. Introduce a topic clearly, provide a general observation and focus, and group related information logically; include formatting (e.g., headings), illustrations, and multimedia when useful to aiding comprehension.</p> <p>b. Develop the topic with facts, definitions, concrete details, quotations, or other information and examples related to the topic.</p> <p>c. Link ideas within and across categories of information using words, phrases, and clauses (e.g., in contrast, especially).</p> <p>d. Use precise language and domain specific vocabulary to inform about or explain the topic.</p> <p>e. Provide a concluding statement or section related to the information or explanation presented.</p>
6 th	<p>Examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content.</p> <p>a. Introduce a topic or thesis statement; organize ideas, concepts, and information, using strategies such as definition, classification, comparison/ contrast, and cause/ effect; include formatting (e.g., headings), graphics (e.g., charts, tables), and multimedia when useful to aiding comprehension.</p> <p>b. Develop the topic with relevant facts, definitions, concrete details, quotations, or other information and examples.</p> <p>c. Use appropriate transitions to clarify the relationships among ideas and concepts.</p> <p>d. Use precise language and domain-specific vocabulary to inform about or explain the topic.</p> <p>e. Establish and maintain a formal style.</p> <p>f. Provide a concluding statement or section that follows from the information or explanation presented.</p>
7 th	<p>Examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content.</p> <p>a. Introduce a topic or thesis statement clearly, previewing what is to follow; organize ideas, concepts, and information, using strategies such as definition, classification, comparison/ contrast, and cause/ effect; include formatting (e.g., headings), graphics (e.g., charts, tables), and multimedia when useful to aiding comprehension.</p> <p>b. Develop the topic with relevant facts, definitions, concrete details, quotations, or other information and examples.</p> <p>c. Use appropriate transitions to create cohesion and clarify the relationships among ideas and concepts.</p> <p>d. Use precise language and domain specific vocabulary to inform about or explain the topic.</p> <p>e. Establish and maintain a formal style.</p> <p>f. Provide a concluding statement or section that follows from and supports the information or explanation presented.</p>

8 th	<p>Include career development documents (e.g., simple business letters and job applications), to examine a topic and convey complex ideas, concepts, and information through the selection, organization, and analysis of relevant content.</p> <p>a. Introduce a topic or thesis statement clearly, previewing what is to follow; organize ideas, concepts, and information into broader categories; include formatting (e.g., headings), graphics (e.g., charts, tables), and multimedia when useful to aiding comprehension.</p> <p>b. Develop the topic with relevant, well-chosen facts, definitions, concrete details, quotations, or other information and examples.</p> <p>c. Use appropriate and varied transitions to create cohesion and clarify the relationships among ideas and concepts.</p> <p>d. Use precise language and domain-specific vocabulary to inform about or explain the topic.</p> <p>e. Establish and maintain a formal style.</p> <p>f. Provide a concluding statement or section that follows from and supports the information or explanation presented.</p>
-----------------	---

In grades 6-8 Summit Basecamp online curricula, students conduct short as well as more sustained research projects based on focused questions, demonstrating understanding of the subject under investigation. They also gather relevant information from multiple print and digital sources, assess the credibility and accuracy of each source, and integrate the information while avoiding plagiarism. Finally, students draw evidence from literary or informational texts to support analysis, reflection, and research.

c. Listening and Speaking

Based on the ELA and ELD standards for listening, students are taught that active, effective listening is a habit to develop and the foundation of effective communication. Students are taught how to focus their attention, avoid distractions, use body position to signal their interest, express appreciation and appropriately pose questions. Some of the ways in which active listening skills are practiced include: following oral directions, answering questions after read-aloud, critiquing shared pieces in Writer's Workshop, writing dictated sentences and repeating rhythms through movement and clapping.

Listening and speaking skills are both directly taught and embedded into all activities and academic subjects. This is largely based on the Responsive Classroom approach to teaching. Across grades TK-68, students prepare for and participate effectively in a range of conversations and collaborations with diverse partners, building on others' ideas and expressing their own clearly and persuasively. They integrate and evaluate information presented in diverse media and formats, including visually, quantitatively, and orally, and evaluate a speaker's point of view, reasoning, and use of evidence and rhetoric.

Students, at varying levels of depth and complexity depending on grade level, also present information, findings, and supporting evidence such that listeners can follow the line of reasoning and the organization, development, and style are appropriate to task, purpose, and audience. Students strategically use digital media and visual displays of data to express information and enhance understanding of presentations. Students also adapt their speech to a variety of contexts and communicative tasks, demonstrating command of formal English when indicated or appropriate.

d. ELA Curriculum Materials

Fountas & Pinnell Literacy Phonics (TK-Grade 3)

Fountas & Pinnell Phonics Lessons in grades TK-3 provide scientific information about the complex, intricate relationships between letters and sounds and the ways in which they work to support developing readers. Each student book is a complete Phonics and Word Study Curriculum for each of the primary grades. With 100 Mini-lessons for each of the grade levels, teachers use the month-by-month planning guide, the assessment checklists, and the lesson selection map to choose the lessons that align with students' needs and the Word Study Continuum. The Continuum encompasses nine scientific categories of learning:

- Early Literacy Concepts
- High-Frequency Words
- Phonological and Phonemic Awareness
- Spelling Patterns
- Letter Knowledge
- Word Structure
- Letter/Sound Relationships
- Word-Solving Actions
- Word Meaning

Wit & Wisdom

Wit & Wisdom is composed of four modules per grade level. Each artfully explores a specific topic to develop depth of understanding and inspire curiosity. At the core of each module is a selection of literary works, informational texts, and visual art. Modules are made up of 30 lessons which are covered in 6-8 weeks of study. All modules integrate reading, writing, speaking, listening and language instruction.

Students are practicing reading, writing, speaking, listening, and language based in text. All strands of the standards are integrated throughout each module with:

Instructional Routines that empower students to tackle complex texts with increasing independence within and across grades.

Text-Dependent Questions to guide students to a deep understanding and establish a basis for the use of evidence in oral and written communication.

- Explicit Writing Instruction to empower students to write essays, narratives, arguments, and informational pieces.
- Text-Based Vocabulary that provides the basis for morphology and word work.
- Formative Assessments that inform teachers and students on progress towards knowledge and skill mastery.

Common Core Curriculum- 6th-8th grades

This resource was created by teachers, for teachers. This book presents a comprehensive, coherent sequence of thematic units for teaching the skills outlined in the CCSS for English language arts in Grades 6-8. Each grade is broken down into six units that include focus standards, suggested works, sample activities and assessments, lesson plans, etc. Teachers can use the maps to plan the year and craft more detailed lesson plans. Many of the texts are taught through leveled Guided Reading groups.

Moby Max

Aspen Valley Preparatory Academy-Renewal Charter Petition-Material Revision Oct-Nov. 10 2021

This is an online curriculum that includes six English Language Arts sections: Reading Stories, Reading Literature, Reading Informational, Grammar Language, Vocabulary, and Writing. Students complete lessons as assigned by the teacher and/or as a result of individual placement tests. Students also have the option to complete worksheets when necessary.

e. English Language Development

Aspen Valley Prep's English Learner (EL) population includes students who predominantly come from Spanish-speaking families, but also those who speak a variety of other home languages including Punjabi, Vietnamese, and Mazateco. Our ELD program implements both the California ELD Standards and the new *English Language Arts/English Language Development Framework for California Public Schools* (ELA/ELD Framework). Our ELD goals are directly aligned with the goals detailed in the ELD Standards and Framework to "ensure that ELs are fully supported as they:

- Read, analyze, interpret, and create a variety of literary and informational text types;
- Develop an understanding of how language is a complex, dynamic, and social resource for making meaning;
- Develop an understanding of how content is organized in different text types across disciplines using text organization and structure, language features, and vocabulary depending on purpose and audience;
- Become aware that different languages and varieties of English exist;
- Recognize their home languages and cultures as resources to value in their own right and to draw upon in order to build proficiency in English;
- Contribute actively to class and group discussions by asking questions, responding appropriately, and providing useful feedback;
- Demonstrate knowledge of content through oral presentations, writing, collaborative conversations, and multimedia; and
- Develop proficiency in shifting registers based on task, purpose, audience, and text type" (ELA/ELD Framework p. 9-10).

EL students, like their English-fluent counterparts, are expected to gain progress in each of the ELA strands -- Listening, Speaking, Reading, and Writing. We monitor EL progress through formal and informal assessments including grades, standardized test scores, and ongoing communications with classroom teachers and the student's parents/guardians. (See Section X.A., below, for more details about support/ELD instruction, assessment, reclassification and monitoring of ELs.)

2. MATHEMATICS

Learning objectives and outcomes are aligned to the rigorous CA CCSS mathematics standards. Teachers use the *Mathematics Frameworks for California Public Schools* for planning and guidance. The goal of the math curriculum is to make students fluent with numbers, to build mathematical reasoning skills, to develop a strong math vocabulary and to apply algebraic concepts to problem solving. In light of state mandates regarding Algebra instruction, mathematics instruction has the ultimate goal of **enabling** preparing all students to successfully complete Algebra I by the end of eighth grade.

Following direct instruction in new skills, teachers present hands-on activities while also allowing time in and out of class for substantial practice of grade level computational skills. Using blended learning via Achieve 3000, Lexia Learning, Moby Max, khanacademy and other online curriculum, teachers are able

to differentiate instruction several times weekly, focusing on the needs of struggling students and those ready to move beyond the grade level curriculum.

AVPA's math program utilizes *Eureka Math*, adopted in 2015-16 based on teacher feedback. Eureka Math connects math to the real world while helping students achieve true understanding lesson by lesson and year after year. The team of teachers and mathematicians who wrote Eureka Math took great care to present mathematics in a logical progression from PK through Grade 12. This coherent approach is designed to ensure teachers know what incoming students already have learned and that students are prepared for what comes next, helping to dramatically reduce gaps in student learning, instill persistence in problem solving, and prepare students to understand advanced math.

In grades 5-8, we are now using Summit Basecamp's online curricula to enable more authentic personalization and ensure student mastery of critical mathematical concepts and processes that form the foundation for advanced learning throughout secondary school.

3. SCIENCE

Our science program focuses on students using the scientific process to engage in solving real life scientific problems. Teachers use the California Content Standards in Science to create their units of study (as California's Next Generation Science Standards are implemented, these are incorporated into the curriculum). Aspen Valley Prep's science goal is to foster in students a love of scientific inquiry and language acquisition by supporting the foundations of science: science as exploration and experimentation, and the scientific method as a way of developing and expanding human knowledge through natural, hands-on or student-led experiences. The science curriculum is supported by project based learning and service learning science projects. With access to a variety of California field trip opportunities, students explore scientific concepts through first-hand experiences in the areas of biology, ecology, and physical science.

AVPA's science program focuses on:

- Mastery of CCSS/Next Generation Science Standards
- Emphasize science as a process of formulating and answering questions about the physical world around them, and encourage students to pursue answers to their own scientific queries
- Promote student appreciation of the natural world and develop skills of hypothesis forming, identification, experimentation, evaluation, documentation and presentation
- Create and lead meaningful scientific experiments for students to make real-life connections and applications

The four strands within TK-5 standards include Earth Science, Life Science, Physical Science, and Investigation and Experimentation. The focus in sixth grade is earth science, life science in the seventh grade, and physical science in the eighth grade. Drawing on the curriculum resources, teachers plan in depth integrated units of study in which students use the scientific method to enact, observe and record experiments based on their hypothesis. Unit themes are based on inquiries such as "Why do some things change and some things stay the same?" or "How and why do human beings and animals find or create shelters?" Teachers promote skills in questioning; developing and using models; planning and carrying out investigations; collecting, analyzing, and interpreting data; constructing explanations; designing solutions; engaging in argument from evidence; and synthesizing and communicating information. Students learn to be logical in making assumptions, accurate when collecting data,

Aspen Valley Preparatory Academy Renewal Charter Petition Material Revision Oct-Nov. 10 2021

insightful when drawing conclusions, and unbiased when supporting statements with reliable scientific evidence. By the end of grade ~~eight~~^{six}, students will be on their way to becoming independent scientific researchers with strong expository reading and writing skills who are able to implement student-created scientific experiments.

AVPA uses the following science instructional materials:

- FOSS Kits for grades TK-5
- Teacher and student created lab experiments to support scientific concepts in curriculum
- Teacher use of technology through web-lessons and animations using student computers
- Teacher generated materials
- Scholastic Science News
- Basecamp for grades ~~6-8~~

4. HISTORY/SOCIAL SCIENCE

AVPA believes students better understand their own unique place in history by making concrete connections and applications to the people, places and events of the historical past and present. With the classroom being the center of a democratic community implementing character excellence, students participate as local, national and global citizens and are encouraged to ask questions and make decisions that will influence the future. Additionally, as students learn geography, they identify the cultural, economic and agricultural impact of California regions and other areas of the world. By making historical and geographical connections, students develop an understanding and appreciation of global happenings and their societal effect.

AVPA's history-social science curriculum focuses on:

- Mastery of California State Content Standards and Common Core Standards
- Emphasize using scientific query to ask and answer questions about events that shaped history, and encouraging students to pursue answers to current historical events and outcomes
- Participate as a local, national and global citizens
- Make connections between past and present people, places and events in history
- Identify geographical, historical, and environmental components of California history and geography

Broad social studies themes and content cover topics of family life, cultures, community, the environment, the study of California, geography, economics, United States and world history with connections to mathematics, science, visual art, music, dance, and drama. Learning activities engage students in reading rich literature as well as original source documents across all content areas. Online curriculum such as MobyMax and Brain Pop are used as a guided source of research and information. Students experience daily opportunities to develop listening, speaking, research, and writing skills across the content areas and to develop proficiency in the use of the arts as tools for learning, creative thinking, and problem solving as well as assessment. At all grade levels, the curriculum is enhanced whenever possible with multimedia resources, hands-on experience (e.g. artifacts from cultures studied) and field trips. While covering the social science standards, teachers focus on reinforcing and employing reading comprehension, writing, and listening speaking standards through social science content. For example, students apply reading comprehension and vocabulary strategies to their social studies text and complete assessments in which they demonstrate social studies content knowledge along with writing and speaking standards.

AVPA uses the following history-social science instructional materials:

- California Vistas (Macmillan/McGraw Hill) for grades K-6
- Discovering our Past (Glencoe/McGraw Hill) for grades 6-8
- Teacher generated materials with integrated social studies informational text resources
- Basecamp for grades 6-8

Additional primary and secondary resources are chosen by faculty in order to support student investigations into multiple perspectives on historical events and concepts. Teachers provide students with access to primary and secondary historical sources, maps, charts, and timelines from which to draw information about the historical time periods and cultures studied. In teaching social science, teachers use a variety of graphic organizers, charts, and visual aids to support students' developing analytic skills and to assist English language learners.

5. TECHNOLOGY

As noted throughout this petition, blended learning and technology-based curriculum and assessments are integrated throughout the program. All students have access to classroom or lab computers, at a ratio of 2:1, with grades 3-6 having a 1:1 ratio. Upper elementary students and middle grade students are expected to utilize technology within core subject assignments such as internet research, word processing, slide and PowerPoint presentations, graphic design and video production. They manage their work via an online learning management system, Edmodo, or in grades 6-8 in Basecamp.

6. HEALTH AND WELLNESS

At capacity, we have a full-time credentialed PE instructor as part of our commitment to the health and welfare of our students. Physical education classes and organized sports ensure opportunities for teamwork, leadership and physical and character growth. Aspen Valley Prep is a member of Fresno PAL which allows students from small schools to participate in community-based sports.

AVPA is committed to educating students and their families in the importance of daily physical activity and making healthy food choices. As part of the school's belief that students should have access to nourishing, fresh food, Revolution Foods provides meals and snacks to ensure high quality, unprocessed options on a daily basis.

7. VISUAL/PERFORMING ARTS

Classroom teachers integrate visual/performing arts into the core curriculum and leadership education program to create powerful learning experiences for students. Music and drama are offered via rotating enrichment classes. We offer band and choir for upper grade students. A full-time visual art teacher collaborates with classroom teachers to support arts integration throughout core learning. Students in TK-4 have one hour of dedicated art instruction weekly; students in grades 5-8 get two hours weekly.

Students in all classes are encouraged to perform in monthly assemblies and special talent shows.

8. SERVICE LEARNING

Students participate in grade level appropriate service learning throughout the academic school year. The service learning component of the curriculum is designed to show students how their learning and actions can make a purposeful contribution to their community. Service learning projects are integrated into the core curriculum and linked to the state content standards. Examples of past and current service learning include making and donating blankets to homeless shelters, canned food drives, animal shelter fundraisers, researching and contributing to the Fresno Historical Society, and gift-giving for children whose family members are incarcerated.

C. TEXTBOOKS AND OTHER INSTRUCTIONAL RESOURCES

As detailed herein, a subject-specific, commercially-produced curricular program that is standards-aligned provide the foundation of the educational program. Purchased curricular materials are used as the basis upon which teachers build, utilizing the “Backward Design” methodology for lesson planning. As also detailed throughout this petition, we believe that lesson plans need to be revised constantly to accommodate new assessment information, and lessons need to be customized to suit the learning needs of individual students.

As noted above, we use the following instructional materials:

ELA	Wit & Wisdom, Fountas & Pinnell Literacy Phonics, Heinemann Comprehension Toolkit, Moby Max, Summit Basecamp
Math	Eureka Math, Summit Basecamp
Science	FOSS Kits, Summit Basecamp
History/Social Science	California Vistas (Macmillan/McGraw Hill); Discovering our Past (Glencoe/McGraw Hill), Summit Basecamp
Arts	Teacher designed as an outcome of art and core teacher collaborations, based on CCSS units of study in core classes
ELD	ELD instruction is integrated into general instruction by using SDAIE strategies as well as intervention to address need for scaffolding in any one of the domains: Listening, Speaking, Reading or Writing.

Grade level teachers meet and inform the Site Director about areas of need and recommended books and materials for the following year. The curricular purchases are made by the administration and purchased well enough in advance to ensure timely implementation. Most importantly, all curricular materials have a proven record with our targeted student population and have been developed through sound, research-based methods that utilize the latest information on teaching, learning and brain functions. Curricular materials are analyzed in perspective of the whole educational program and in relation to lessons and assessments that would follow from curricular programs.

TRANSITIONAL KINDERGARTEN

California law (EC §48000) defines transitional kindergarten as “the first year of a two-year kindergarten program that uses a modified kindergarten curriculum that is age and developmentally appropriate.” The TK curriculum includes the California Preschool Learning Foundations (Foundations) developed by the California Department of Education, Senate Bill (SB) 858 (Chapter 32, Statutes of 2014). Teachers

Aspen Valley Preparatory Academy-Renewal Charter Petition-Material Revision Oct-Nov. 10 2021

Formatted: Indent: Left: 0", First line: 0"

Formatted: Font: (Default) Overlock

assigned to a TK classroom have been issued at least one credential by the Commission on Teacher Credentialing (CTC), and shall, by August 1, 2020, have one of the following:

- At least 24 units in early childhood education, or childhood development, or both; or
- As determined by the LEA employing the teacher, professional experience in a classroom setting with preschool age children that is comparable to the 24 units of education described above; or
- A child development permit issued by the CTC.

Aspen's TK/K blended program utilizes teacher created and Principal-supported instructional materials aligned to the California Preschool Learning Foundations developed by the California Department of Education. In these combined TK and Kindergarten classrooms, teachers are able to identify their TK students and offer a developmentally appropriate program to meet their needs. TK ensures that children have developed the foundations to successful learning when they begin Kindergarten.

VIII. TEACHER CAPACITY: RECRUITMENT AND PROFESSIONAL DEVELOPMENT

A. TEACHER RECRUITMENT

Our highly qualified faculty is recruited through various communication channels, including local newspapers, education networking websites (CCSA, EdJoin, etc.), the school website, career fairs, local universities and word of mouth referrals. We engage in a thorough review of the qualifications of candidates that apply for employment at the school. The Site Director, with support from the Academic Director and Executive Director, reviews resumes, letters of recommendation, statements of teaching philosophies, and portfolios to determine which candidates will be interviewed for positions. The Executive Director, Academic Director and Site Director bear primary responsibility for all teacher hiring; in the case of any disagreement, the Executive Director is the final decision maker. Teachers and students are asked to participate in interviewing candidates. Candidates for teaching positions are interviewed, and in most cases asked to teach a lesson to a classroom of students and return for a second round of interviews. In some cases, the Site Director may observe candidates teaching a lesson in their current positions. Following interviews, we contact references, review letters of recommendation, and notify each person of their status once a decision is made. Candidates who are offered employment receive a written offer of employment. In addition, we verify the teaching credentials of candidates with the California Commission on Teacher Credentialing, ensuring that each teacher possesses credential subject authorization that meets state and NCLB/ESSA requirements to teach the subject that he/she is being hired to teach. The Charter School shall ensure that teachers in the Charter School hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools are required to hold. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. Teachers employed by charter schools during the 2019–20 school year shall have until July 1, 2025, to obtain the certificate required for the teacher's certificated assignment. [Ref. California Education Code Section 47605(l) and 47605.4(a)] Before any teacher is permitted to work, all appropriate background, health (e.g., TB testing) and other requirements must be met.

Aspen Valley Prep makes every effort to recruit teachers who are committed to the vision and mission of the school. Job postings for teachers clearly state the education philosophy and teaching pedagogy that are supported by the school so that teachers who are ultimately selected for employment possess the desire, capacity and dedication to work successfully at the school. To attract and retain outstanding

Aspen Valley Preparatory Academy Renewal Charter Petition Material Revision Oct-Nov. 10 2021

teachers, [Aspen](#) Valley Prep provides: competitive salaries; a challenging, rewarding and professional work environment; support and collaboration from colleagues and administration; and, the opportunity to participate in innovation, creativity and research within a model school program.

Due to the profound impact that teachers have on students, only the most effective teachers are retained at the school. Performance measures are used to evaluate teacher effectiveness, to recognize superior performance, to provide targeted assistance in instances when performance is less than satisfactory, to determine the appropriateness of pay incentives, and to make informed decisions regarding continued employment at the school.

B. PROFESSIONAL DEVELOPMENT

Professional development and coaching is a critical aspect of operations. [Aspen](#) Valley Prep supports teachers through a high-quality Professional Learning Committee (PLC), where internal expertise is continuously shared with other teachers regarding curriculum, instruction, assessment, and behavior management as well as open-ended discussions about how the school might best promote student success. The PLC model fosters collaboration to continually improve learning, develop shared values and norms, and ensure greater accountability for results. Through PLCs, instructional staff analyze student achievement data, conduct reflective inquiry, actively seek and cooperatively implement solutions, and evaluate learning outcomes. PLCs are a regular and ongoing function of staff meetings. The Site Director trains staff in how to conduct and participate effectively in PLCs.

[Aspen](#) Valley Prep instructional staff meet weekly on Fridays with school leaders, including joint-PD sessions with [Aspen-AVPA](#) faculty and the Academic Director and Executive Director. Each teacher has at least one bi-weekly Instructional Meeting with the Site Director to discuss individual students, overall classroom strategies and teacher performance, and provide targeted coaching. Teachers engage in collaborative planning and professional development for three weeks full days prior to the first day of, and nine full days of professional development (PD) throughout the school year. Two weeks of teacher PD and collaborative planning time occur each summer.

PD is led by our staff, most commonly the Site Director, Academic Director and Executive Director, but also by teachers who develop specific expertise or attend off-site trainings and then in turn train their peers. Outside consultants are also retained to lead teacher PD as needed. PD topics include:

- Common Core State Standards and specific curriculum/pacing guides
- Understanding by Design
- Differentiating learning, Constructivism and Project-Based Learning, incorporating blended learning and small group instruction, strategies and planning
- *The Leader in Me* curriculum and strategies
- Classroom management strategies and the school's discipline policy (including procedures and legal mandates for suspension and expulsion)
- Formative and summative assessments, including state standardized tests
- RTI Model, Role of the SST, identification of students with special needs, the IEP process, modifications for students with disabilities, available resources (e.g., counseling) for students and families in need
- Strategies for English learners including SDAIE and GLAD
- Collecting, analyzing and using student achievement data to drive classroom instruction

- Health and Safety policies and procedures including emergency protocols, mandated reporter, bloodborne pathogens and first aid/CPR training
- School administrative policies and procedures (attendance reporting, student discipline, etc)
- Ensuring effective parent communication
- Teacher evaluations, classroom observations, and professional learning community expectations.

Staff work with school leaders to develop curriculum and assessments, review student achievement data (with a focus on subgroup performance), and discuss individual students. Monthly Critical Friends Group Protocols are utilized in which the teachers come together as a professional learning community to examine student work, lesson or unit plans and give each other supportive and critical feedback. Through ongoing classroom observations, grade level teacher meetings, facilitated discussions around best practices, PLC meetings, analyzing data, and academic planning), teachers continuously collaborate to meet individual, subgroup, grade level and whole school student needs. Teachers also can attend off-site training as approved by the Site Director.

IX. INSTRUCTIONAL MINUTES

The annual calendar includes a minimum of 175 days of regular instruction. (See Appendix D for the draft 2017-18 Academic Calendar.) Given that a significant number of the students enrolled are English Learners, have limited school readiness, and/or come from homes of poverty where books and other resources are scarce, the slightly extended regular school day provides a tremendous benefit to our students. As a result of having an extended instructional day, students in all grades receive instructional minutes that substantially exceed the minimum number required for traditional and charter public schools according to California Education Code § 47612.5.

The difference between the minimum number of instructional minutes required by the state and the instructional minutes at AVPA is represented in the following chart:

Grade	CA Required Minutes	VPA Instructional Minutes	Difference
TK	Not required		
Kindergarten	36,000 annually	56,415 annually	+20,415
Grades 1-3	50,400 annually	59,040 annually	+8640 x 3 years = 25,920
Grades 4-6	54,000 annually	59,040 annually	+5040 x 3 years = 15,120
Total Difference K-6 (over 9-7 year period)			71,535 additional minutes

In other words, students who attend AVPA from kindergarten through grade 6 will add approximately 71,535 instructional minutes above and beyond the minutes required by the state -- more than 1.25 years of instruction to their elementary/middle school years beyond the state's requirements.

In all grades, prompt and consistent attendance at school is emphasized. One of The 7 Habits is Be Proactive, indicating that being at school, ready to learn is a personal victory on which all other Habits

builds upon. All students are expected to show a commitment to punctuality and responsibility for assignments. Aspen Valley Prep currently maintains a 95% attendance rate. Daily attendance is tracked using the Illuminate Student Information System. The Office Manager/Student Services personnel is responsible for monitoring student attendance; unexcused absences, excessive tardies and/or early dismissals may require a parent meeting with the Site Director and a plan for attendance.

A. SAMPLE DAILY BELL SCHEDULES

Aspen Valley Prep TK students attend school Monday-Friday from 8:00 am to 11:30 am. K-~~8~~6 students attend school from 8:00-3:15 pm Monday to Thursday, and Friday from 8:00-1:00 pm. AVPA offers a comprehensive after-school program each day until 6:00 p.m., with both homework assistance and enrichment classes in visual/performing arts, sports, science and more.

The following are sample schedules for each grade band, including instructional minutes for each:

TK Instructional Schedule									
	Monday		Tuesday		Wednesday		Thursday		Friday
8:00-8:15	Writing Practice/ Look at Books/ Take Attendance	15	Writing Practice/ Look at Books/ Take Attendance	15	Writing Practice/ Look at Books/ Take Attendance	15	Writing Practice/ Look at Books/ Take Attendance	15	Writing Practice/ Look at Books/ Take Attendance
8:15-8:30	Leader-7 Habits & Character	15	Leader-7 Habits & Character	15	Leader-7 Habits & Character	15	Leader-7 Habits & Character	15	Leader-7 Habits & Character
8:30-8:50	Flag Salute / Songs / Calendar Routines	20	Flag Salute / Songs / Calendar Routines	20	Flag Salute / Songs / Calendar Routines	20	Flag Salute / Songs / Calendar Routines	20	Flag Salute / Songs / Calendar Routines
8:50-9:00	Zoophonics/ Storybots Videos on Youtube	10	Zoophonics/ Storybots Videos on Youtube	10	Zoophonics/ Storybots Videos on Youtube	10	Zoophonics/ Storybots Videos on Youtube	10	Music
9:00-9:30	Snack/Recess/Restroom								
9:30-10:20	Early Literacy / Reading	50	Early Literacy / Reading	50	Early Literacy / Reading	50	Early Literacy / Reading	50	Early Literacy / Reading
10:20-11:00	Centers / Reading & Writing	50	Centers / Reading & Writing	50	Centers / Reading & Writing	50	Centers / Reading & Writing	50	Centers / Reading & Writing
11:00-11:05	Exercise / Brain Break / Song								
11:05-11:25	Early Numeracy / Math	15	Early Numeracy / Math	15	Early Numeracy / Math	15	Early Numeracy / Math	15	Early Numeracy / Math
11:25-11:30	Clean Up and Dismissal								
	+ 30 Snack/Recess minutes	215	+ 30 Snack/Recess minutes	215	+ 30 Snack/Recess minutes	215	+ 30 Snack/Recess minutes	215	+ 30 Snack/Recess minutes

Formatted: Font: (Default) Overlock

Sample K-6 Instructional Schedule

	Monday		Tuesday		Wednesday		Thursday		Friday	
8:00-8:30	Leadership Time, Morning Routine	30	Leadership Time, Morning Routine	30	Leadership Time, Morning Routine	30	Leadership Time, Morning Routine	30	Leadership Time, Morning Routine	30
8:30-9:15	Math	60	Math	60	Math	60	Math	60	Math	45
9:15-9:30	Nutrition/Recess								Nutrition/Recess	
9:30-9:45	Phonics / Word of the Day	15	Phonics / Word of the Day	15	Phonics / Word of the Day	15	Phonics / Word of the Day	15	Phonics / Word of the Day	15
9:45-10:00	Writing	15	Writing	15	Writing	15	Writing	15	Writing	15
10:00-11:00	Art	60	P.E.	60	P.E.	60	Drama/Music	60	Writing & Discussion for Learning	60
11:00-12:00	Science/Social Studies	60	Science/Social Studies	60	Science/Social Studies	60	Science/Social Studies	60	Computer Lab Guided Reading/Centers	60
12:00-12:45	Lunch/Recess								Lunch/Recess	
12:45-2:45	Computer Lab Guided Reading/Centers	120	Computer Lab Guided Reading/Centers	120	Computer Lab Guided Reading/Centers	120	Computer Lab Guided Reading/Centers	120	End of Day Wrap Up	15
2:45-3:00	Brain & Body Break		Brain & Body Break		Brain & Body Break		Brain & Body Break		Early Dismissal	
2:00-3:00	Writing & Discussion for Learning	60	Writing & Discussion for Learning	60	Writing & Discussion for Learning	60	Writing & Discussion for Learning	60		
3:00-3:15	End of Day Wrap Up									
	+ 15 Recess and +30 Lunch minutes	405	+ 15 Recess and +30 Lunch minutes	405	+ 15 Recess and +30 Lunch minutes	405	+ 15 Recess and +30 Lunch minutes	405	+ 15 Recess and +30 Lunch minutes	240

Formatted: Centered

Sample Middle School Schedule

7th	TIME	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
HOMEROOM	8-8:30	LEADERSHIP TIME	LEADERSHIP TIME	LEADERSHIP TIME	LEADERSHIP TIME	LEADERSHIP TIME
A	8:30-9:30	MENTOR MEETING/PLT TIME	MATH 7	MATH 7	MATH 7	PLT TIME
BREAK	9:30-9:45	BREAK	BREAK	BREAK	BREAK	BREAK
B	9:45-10:45	MENTOR MEETING/PLT TIME	ELA 7	ELA 7	ELA 7	Grade Level PE
C	10:45-11:45	MENTOR MEETING/PLT TIME	SCIENCE 7	SCIENCE 7	SCIENCE 7	PLT TIME
	11:45-12:15	LEARNING LAB	LEARNING LAB	LEARNING LAB	LEARNING LAB	PLT TIME
LUNCH	12:15-1:00	LUNCH	LUNCH	LUNCH	LUNCH	LUNCH
D	1:00-2:00	ELECTIVE/PE/PLT	ELECTIVE/PE/PLT	ELECTIVE/PE/PLT	ELECTIVE/PE/PLT	
E	2:00-3:00	MENTOR MEETING/PLT TIME	HISTORY 7	HISTORY 7	HISTORY 7	
F	3:00-3:15	SSR	SSR	SSR	SSR	

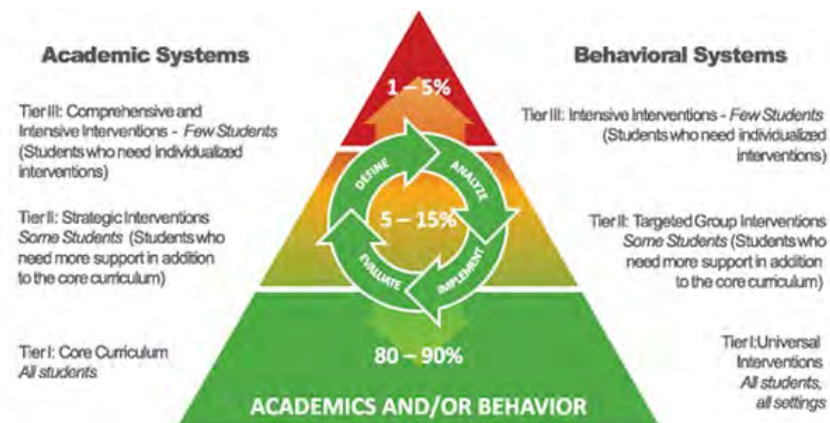
X. SPECIAL NEEDS: ASPEN VALLEY PREP ADDRESSES THE NEEDS OF ALL SUB-GROUPS, INCLUDING AT-RISK STUDENTS

Despite the many strengths of the school's programs, methods, and organizational design, additional support is necessary in instances when students are not making satisfactory academic progress or when their behaviors are impeding their own progress or the progress of others Aspen Valley Prep Academy's Response to Intervention (RTI) Model with integrated systems of leveled support are designed to ensure

Formatted: Font: (Default) Overlock

Aspen Valley Preparatory Academy Renewal Charter Petition Material Revision Oct-Nov. 10 2021

that the school and community are doing everything possible to make students successful at school. The RTI process is used to provide multi-tiered systems of support for academic and behavioral instruction. The RTI system of support constructs interventions, programs, and services based on student data and student outcomes.



A request for consult with the Intervention Team (including Special Education Resource Specialist, Intervention Specialist, School Psychologist, School Counselor and Nurse) can be made by a teacher, administrator, parent or guardian. The consult is a Tier 1 level of support that leads to recommendations, strategies or actions to be implemented for a six to eight week progress monitoring period. Progress monitoring and data collection are part of the Tier 1 and Tier 2 intervention. This data is shared with the Intervention Team. The student progress and data is then analyzed to determine the level of support based on the student outcomes from the interventions.

The Intervention Team Meeting is coordinated by the Site Director who is responsible for scheduling and overseeing all Intervention Team meetings – including inviting parents/guardians to participate – and monitoring student progress and follow-up. During the Intervention Team meeting, the core team (parent, guardian, school personnel, and student) reviews test scores from current and previous years, reviews data and progress monitoring from interventions and review student’s current behavior, academic, attendance, and social progress. The team identifies student strengths and successes, and then discusses concerns. A copy is given to team members, and a record is placed in an Intervention folder in student’s cumulative file. During Intervention Team meetings, measures are taken to ensure the process is individualized with appropriate next steps assigned. The six to eight week RTI progress monitoring is the time to identify student strengths/challenges, work to create solutions, and set or revise goals. A follow up meeting may be scheduled if needed to reevaluate goals or consider Special Education testing as part of the RTI process.

A. ENGLISH LEARNERS

Aspen Valley Prep serves a high percentage of students from the community who are designated as EL’s and complies with all applicable laws with regard to services and the education of English Learners (ELs).

This includes all applicable legal requirements for ELs relative to annual notification to parents, student identification, placement, program options, ELs and core content instruction, teacher qualifications and training, reclassification to Fluent English Proficient (FEP) status, monitoring and evaluation of program effectiveness and standardized testing requirement. [Aspen](#) Valley Prep implements policies to effectuate proper placement, evaluation and communication regarding ELs and the rights of parents/guardians and pupils.

1. IDENTIFICATION OF ENGLISH LEARNERS

[Aspen](#) Valley Prep adheres to all applicable state and federal laws and regulations with respect to serving students who are English learners. In order to identify students who are English learners in a timely fashion and to provide appropriate instructional support and services, all parents are required to complete a *Home Language Survey* upon enrollment at the school. Cal. Education Code § 52164.1. Students who indicate that their home language is other than English are assessed using the California English Language Development Test (CELDT) (or the English Language Proficiency for California (ELPAC) assessment scheduled to be implemented in 2018) aligned to the CA ELD Standards if he or she has not previously been identified as an English learner by a California public school or if there is no record of prior CELDT/ELPAC test results. CELDT/ELPAC assessment takes place within 30 days⁴ of the start of the school year or within two weeks after the date of first enrollment at the school, and at least annually thereafter between July 1 and October 31 until a student is re-designated as fluent English proficient.

The English language proficiency of all currently enrolled English learners is assessed in accordance with the test contractor's directions and California Education Code guidelines. Students with disabilities are permitted to take the test with the accommodations listed in the Education Code if they are specified in the student's Individualized Education Program ("IEP") or Section 504 plan. An alternate assessment for English language proficiency is administered to students who are unable to participate in the CELDT/ELPAC, according to the guidelines set forth in the student's IEP. Staff notify parents of the school's responsibility to conduct CELDT/ELPAC testing and inform parents of CELDT/ELPAC assessment results within 30 calendar days following receipt of test results from the test contractor. Parents and guardians are informed of their rights, and they are encouraged to participate in the reclassification process.

2. EDUCATIONAL PROGRAM FOR ENGLISH LANGUAGE ACQUISITION

ELs have daily access to the core curriculum and are taught in an English language program (mainstream) with support from the teacher or Intervention Team as needed. This support may be in the form of in-class help, which will help ELs access the core curriculum, and/or small group instruction developed to meet the specific language needs of ELs. Instructional techniques, assessments, materials and approaches are focused on communicative competence and academic achievement covering listening, speaking, reading and writing skills (aligned with English Language Development Standards and CCSS) in all areas of the curriculum. ELs receive EL and core content instruction appropriate for their English proficiency and grade levels.

⁴ The thirty-day requirement applies to students who are entering a California public school for the first time or for students who have not yet been CELDT/ELPAC tested. All other students who have indicated a home language other than English will continue with annual CELDT/ELPAC testing based upon the date last tested at the prior school of enrollment.

Aspen Valley Prep employs CLAD and BCLAD-certified teachers to serve ELs, with aides/tutors providing additional support. Our goal is to ensure quality services that enable ELs to attain English proficiency and to have full access to the range of educational opportunities afforded all students. Faculty receive intensive professional development and coaching in working with ELs to meet the CA ELD Standards. The Site Director serves as the EL Coordinator and collaborates with each teacher regarding the specific language needs of our EL students.

Our instructional program is designed to promote language acquisition and proficiency, oral language development and enriched learning opportunities for all ELs in the following ways:

- Students interact through cooperative learning activities
- Students make oral presentations in content areas
- Students collaborate for group performance and reports
- Students are provided with learning opportunities in recreation and performing arts
- Students are provided academic tutoring as needed
- Students receive daily English language development information according to their English language proficiency levels as identified by CELDT/ELPAC testing

In addition to the major program design features that support students who are English learners, teachers employ the following specific strategies in their classrooms: (notably, these strategies are beneficial for all students, not just English Learners)

a. Six Key Strategies for Teachers of English Learners⁵

- 1) Vocabulary and Language Development
 - i) Teachers introduce new concepts by discussing vocabulary words key to that concept.
 - ii) Teachers build on student's background knowledge.
 - iii) Classrooms reflect a language rich environment (i.e. language charts, shared reading and writing experiences, other writing displayed throughout the room and used daily by students).
- 2) Guided Interaction (collaborative learning)
 - i) Teachers structure lessons so students work together to understand what they read—by listening, speaking, reading, and writing collaboratively about the academic concepts in the text.
 - ii) Teachers provide students with opportunities to negotiate meaning from language and text and to work in cooperative pairs or groups to develop problem-solving and social skills.
 - iii) Teachers group students flexibly, at times working in heterogeneous groups and at times not.
- 3) Metacognition and Authentic Assessment
 - i) Rather than having students simply memorize information, teachers model and explicitly teach thinking skills (metacognition) crucial to learning new concepts.
 - ii) Teachers use a variety of activities to check for student understanding, acknowledging that students learning a second language need a variety of ways to demonstrate their understanding of concepts that are not wholly reliant on advanced language skills.

⁵ Adapted from Alliance for Excellent Education. (December 2005). Case study on the New Teacher Center, University of California at Santa Cruz; and Project GLAD (Guided Language Acquisition Design).

- iii) Teachers “make thinking public,” the metacognitive aspect of teachers and students modeling how an answer was arrived at, not merely what the correct answer was.
- 4) Explicit Instruction
 - i) Teachers utilize direct teaching methods to teach concepts, academic language, reading comprehension strategies, text patterns, vocabulary, writing patterns, and decoding skills needed to complete classroom tasks.
- 5) Meaning-Based Context and Universal Themes
 - i) Teachers incorporate meaningful references from the students’ everyday lives and use them as springboards to interest them in academic concepts.
 - ii) Teachers create classroom environments that provide authentic opportunities for use of academic language.
 - iii) Teachers provide students with opportunities to activate and focus prior knowledge via inquiry charts, brainstorming, and clustering.
- 6) Modeling, Graphic Organizers, and Visuals
 - i) Teachers regularly utilize a variety of visual aids, graphic organizers (such as *Thinking Maps*), pictures, diagrams, summaries, and charts to help English learners easily recognize essential information and its relationship to supporting ideas.

b. Sheltered Instruction / Specially Designed Academic Instruction in English (“SDAIE”)

Sheltered instruction is also grounded in a pedagogical commitment to meeting the needs of diverse learners, in this case particularly those students who are English learners. [Aspen Valley Prep](#) teachers engage in the following practices to support universal access of subject matter content for all students:⁶

- During lesson planning and preparation, teachers identify lesson objectives aligned with state and local standards.
- Teachers link new content to students’ background experiences and introduce unfamiliar vocabulary to facilitate comprehension.
- Teachers use controlled vocabulary, sentence structure, visuals, and gestures as necessary and appropriate to make the presentation of content comprehensible.
- Teachers provide students with a variety of strategies for organizing and retaining information associated with effective learning, such as graphic organizers and note taking.
- Teachers provide students with regular opportunities to interact with their peers through collaborative learning activities, such as think/pair/share, partner and group projects.
- Teachers provide students with regular opportunities to use new language skills in context.
- Teachers pace lessons appropriately to allow for the participation and active engagement of all students.
- Teachers utilize language-based as well as content-based assessments.

SDAIE instruction also focuses on strategies for taking students Into, Through, and Beyond the topics covered. For example, SDAIE-enhanced instruction for a sixth grade social science unit on Ancient Greece might proceed as follows:

⁶ Based on the eight broad elements of sheltered instruction described by Echevarria, Vogt, and Short. *Making content comprehensible for English language learners: The SIOP model*. Boston: Allyn and Bacon (2004).

I. Into: Determining what the students know about the topic of study. Possible SDAIE strategies for “Into”:

Anticipatory Guide: Students are given a series of statements that relate to concepts they will be studying in their unit on Ancient Greece. Students indicate AGREE or DISAGREE. After the information has been presented, students check to see if they were correct.

Brainstorming - Students work in small groups. Each group begins with a stimulus such as a word, phrase, picture, or object related to the topic of Ancient Greece. A recorder records all responses to that stimulus and ideas from each group are shared with the class.

II. Through: The teacher enhances direct instruction on the topic by utilizing realia, manipulatives, visuals, graphic organizers, and various modes of interaction between students. In addition to reading the text and listening to information presented by the teacher, students take responsibility for learning by participating in group-work and sharing understanding with others. Possible SDAIE strategies for “Through”:

Graphic Organizers – Students complete a variety of graphic organizers as they read or listen to information on Ancient Greece. Graphic organizers used might include:

Comparison-Contrast Matrix-Students determine similarities and differences between Ancient Greece and the Ancient Egyptian culture previously studied
Flowcharts – Students sequence important events in the development of the Greek culture.
Cause and Effect Chart – Students chart the ways in which geographical features of Ancient Greece shaped Greek culture and economy.

Reciprocal Teaching - Two students work together to read a passage in the social science text. Student A reads one paragraph aloud, then asks Student B one or two good questions based on the reading. Student B answers. Students A and B discuss questions and answers and repeat the process.

Picture This – Following the introduction of several key vocabulary terms related to the unit, a blank paper is divided into eight sections. Students draw pictures or symbols to represent words or major concepts. They then exchange papers with a partner and try to correctly label each other's drawings.

Reading Guide Students work in small groups to read a longer section of the social science textbook. Students first take turns reading the headings of the reading. Then, with their group, students predict what will be discussed in those sections. Students write their answers on a prediction chart. In their groups, students take turns reading the first page aloud, and finish reading the selection in silence. They write "yes" or "no" on the prediction chart to indicate whether or not their predictions were correct. Finally, students write one thinking question (Why..., How..., Compare..., What if...), and exchange papers to answer each other's questions.

Formatted: Font: (Default) Overlock

III. Beyond: To create further understanding, students go beyond rote memorization and demonstrate real-world application of the learned information. This process requires higher-level critical-thinking skills. Possible SDAIE strategies for “Beyond”:

Roam the Room - In groups, students write down their individual answers to a higher-level question posed by the teacher (e.g. if only one idea or invention from the Greek culture could be passed on to subsequent cultures, what should it be and why?). Students share their answers within their group and the group comes up with and records on chart paper one “best” answer for their group. Groups then walk around to view other groups’ answers.

Quotes – Students identify quotes from a fictional text related to the unit (e.g. The Odyssey) that they feel exemplify important aspects of Greek culture. They create a chart listing the quote and the Greek culture they feel the quote illustrates.

3. HOW THE PROGRAM WILL MEET THE NEW STATE ELD STANDARDS AND USE THE RESULTS OF THE CELDT/ELPAC

Our programs to support English Learners are based on the new California ELD Standards. Because the current CELDT is aligned to the 1999 ELD Standards, the CELDT program will be replaced by the proposed ELPAC system, which are aligned to the 2012 revised CA ELD Standards. Until the ELPAC system is fully operational, VPA will continue to administer the CELDT as the state’s measure of ELP and for federal accountability under Title III of the ESEA.

Students are expected to advance at least 1 ELD level, or the equivalent ELPAC Proficiency Level Descriptor, annually as measured by the CELDT. Our ELD teacher partners with the advisors of EL students to include ELD goals on students’ learning plans. Additionally, our ELD teacher assesses student progress towards attainment of the standards using a standards-based guide, for example, EL portfolios.

4. PROCESS AND SPECIFIC CRITERIA FOR RECLASSIFICATION

Before the issuance of each progress report card, teachers summarize students’ mastery of standards for their current ELD level by looking at assessment material collected throughout the trimester.

Reclassification criteria and procedures are outlined below.

Reclassification Criteria:

- CELDT/ELPAC: Overall performance level of 4 or 5 (or ELPAC equivalent measure) and skill area scores of 3 or higher (or ELPAC equivalent measure) in listening-speaking, reading, and writing
- Comparison of Basic Skills: Performance in basic skills means the score and/or performance level resulting from a recent administration of an objective assessment of basic skills in English. The measures used to determine basic skills are Fountas & Pinnell (K-2), NWEA MAP (Grades 1-8) Lexile Range as determined by local assessments (Grades K-8) Range of performance in basic skills means a range of scores on the assessment of basic skills in English that corresponds to a performance level or a range within a performance level. Students of the same age refers to students who are enrolled in the same grade as the student who is being considered for reclassification.

- Teacher/Site Director judgment: Classroom teacher and Site Director judge that the student will be successful in a mainstream English program. This judgment will be based on a Teacher Observation Matrix for Redesignation.
- Parent Consultation: Notice is provided to parents/guardians of their rights, and they are encouraged to participate in the reclassification process. Parents are provided an opportunity for a face-to-face meeting to discuss their child's progress toward English language proficiency.

Reclassification Procedures

The following reclassification procedures are used:

- Every year, the Assessment Coordinator creates a list of all students who meet the CELDT/ELPAC and CAASPP criteria for reclassification, as well as an updated potential reclassification list to teachers. This document lists by class all students who meet the CELDT/ELPAC and CAASPP criteria for reclassification.
- Each teacher is responsible for completing the report card grade and teacher judgment columns of the reclassification list for their students.
- In some cases, the Site Director works with the teacher to determine the ability of individual students to master grade level standards without language support.
- Based on the information provided by teachers, the Site Director identifies students ready to be reclassified and submits these names to the Office Manager. The Office Manager sends a reclassification letter to these students' parents and submits their names and report cards to the school district.
- Reclassified students continue to be monitored to ensure their continued ability to achieve mastery of the CA CCSS for ELA/Literacy.

Aspen Valley Prep has set a demanding reclassification target for annual student progress (see *Element 2: Measurable Student Outcomes*). Students are expected to progress at least one English language level each year through targeted instruction and assessment. It is anticipated that students who are enrolled at AVPA beginning in kindergarten will be re-designated as fluent-English proficient ("RFEP") prior to middle school. Students who enroll at the school in subsequent years whose language development is still in the beginning or early intermediate stage will receive added intervention from the teacher through small group instruction targeted to meet their individual needs with a goal that they will stay on target to advance 1-2 levels or more per year such that they can be reclassified during their K- 8 career.

5. PROCESS FOR MONITORING PROGRESS OF ENGLISH LEARNERS AND RECLASSIFIED (RFEP) STUDENTS

Students are monitored in conjunction with the following CA ELD Standards Proficiency Level Descriptors (PLDs). The PLDs describe student knowledge, skills, and abilities across a continuum, identifying what ELs know and can do at early stages and at exit from each of three proficiency levels: Emerging, Expanding, and Bridging. These descriptors guide teachers as they provide ELs with targeted instruction in English language development as well as differentiated instruction in academic content areas⁷:

- **Emerging:** Students at this level typically progress very quickly, learning to use English for immediate needs as well as beginning to understand and use academic vocabulary and other features of academic language.

⁷ <http://www.cde.ca.gov/sp/el/er/documents/sbeoverviewpld.pdf>

- **Expanding:** Students at this level are challenged to increase their English skills in more contexts, and learn a greater variety of vocabulary and linguistic structures, applying their growing language skills in more sophisticated ways appropriate to their age and grade level.
- **Bridging:** Students at this level continue to learn and apply a range of high-level English language skills in a wide variety of contexts, including comprehension and production of highly technical texts. The “bridge” alluded to is the transition to full engagement in grade-level academic tasks and activities in a variety of content areas without the need for specialized ELD instruction. However, ELs at all levels of English language proficiency fully participate in grade level tasks in all content areas with varying degrees of scaffolding in order to develop both content knowledge and English.

It is our philosophy that ELs at all proficiency levels are capable of high-level thinking and can engage in complex, cognitively demanding social and academic activities requiring language as long as they are provided appropriate linguistic support. The extent of support needed varies depending on the familiarity and complexity of the task and topic, as well as on the student’s English language proficiency level.

Within the PLDs, three general levels of support are identified:

- **Overall Proficiency:** A general descriptor of ELs’ abilities at entry to, progress through, and exit from the level;
- **Early Stages:** Descriptors of abilities in English language that ELs have at the early stages of the level; and
- **Exit Stages:** Descriptors of abilities in English language students have at exit from the level.

The descriptors for early and exit stages of each proficiency level are detailed across:

- Three Modes of Communication:
 - Collaborative (engagement in dialogue with others);
 - Interpretive (comprehension and analysis of written and spoken texts); and
 - Productive (creation of oral presentations and written texts); and
- Two dimensions of Knowledge of Language:

Metalinguistic Awareness: The extent of language awareness and self-monitoring students have at the level; and

Accuracy of Production: The extent of accuracy in production ELs can be expected to exhibit at the level; English learners increase in accuracy of linguistic production as they develop proficiency in English. Accuracy may vary within a level depending on context, such as extent of cognitive demand or familiarity of a task

English learners will continue to be re-evaluated annually using the CELDT/ELPAC assessment until such time as they have demonstrated that they are able to compete effectively with English-speaking peers in mainstream classrooms and are reclassified as fluent English proficient. [Aspen Valley Prep](#) sets a demanding reclassification target annually. The Site Director serves as the testing coordinator and meets periodically with teachers throughout the school year during grade level planning to discuss the progress

of English learners toward mastery of the CA ELD standards. The testing coordinator will continue to monitor students who are re-designated as RFEP during a period of two years to ensure that they are able to keep up with their peers. CELDT/ELPAC testing is not required during the monitoring period.

6. MONITORING AND EVALUATION OF PROGRAM EFFECTIVENESS

The School evaluates the effectiveness of its education program for ELs by:

- Adhering to School-adopted academic benchmarks by language proficiency level and years in program to determine adequate yearly progress.
- Monitoring teacher qualifications and the use of appropriate instructional strategies based on program design.
- Monitoring student identification and placement.
- Monitoring parental program choice options.
- Monitoring availability of adequate resources.
- Meeting annual measurable achievement objectives for ELs under NCLB.
- Feedback from the English Learner Advisory Committee.

B. SOCIOECONOMICALLY DISADVANTAGED STUDENTS

Our teachers and staff receive training on recognizing symptoms and behaviors indicative of a child's need for additional supports, including issues relating to hunger, extreme poverty, and individual families' challenges to meet their child's needs. As noted at the beginning of Element 1, a significant percentage of our students experience housing and/or food instability and other major challenges at home. Our SST is responsible for identifying students and families who might need additional resources or supports, including referrals to community service organizations. Our emphasis on a school community and the responsibility we have to one another within that community extends to the parents and families of our students as well.

Parents are able to drop-off their children starting at 8:00 a.m. and after-care is provided (pending funding) until 6:00 p.m., both to best serve our students' needs and accommodate working families. As demonstrated by the success of countless schools in California and beyond serving students who are socio-economically disadvantaged, income is not a determinate factor in a student's ability to succeed academically. If students that are socioeconomically disadvantaged also are academically low achieving or struggle with learning differences or are identified as English Learners, we implement strategies described in other sections of this petition.

C. ACADEMICALLY HIGH-ACHIEVING STUDENTS

Students who are academically high-achieving and/or identified as gifted benefit from differentiation and instruction that is flexible enough to meet their specific needs. According to Carol Ann Tomlinson, a recognized expert in the field of education for gifted students, "a class is not differentiated when all students are doing the same thing and no adjustments are being made to the difficulty levels of the assignments that are given." (Tomlinson, 1995.) AVPA employs many of the strategies recommended by Tomlinson and others for effective teaching in mixed-ability classrooms, such as:

- Providing alternative and/or extension activities for students who have already mastered the content being taught;

- Allowing gifted and high achieving students to work at an accelerated pace;
- Providing opportunities for students to work in flexible groups with other intellectual peers
- Creating graduated task rubrics and product criteria negotiated jointly by the student and teacher;
- Asking open-ended questions, both in the classroom and on homework assignments, that stimulate critical thinking;
- Incorporating a variety of the levels of thinking described in Bloom’s taxonomy – including the higher levels of analysis, evaluation, and synthesis – into lesson content and student work products;
- Opportunities for leadership roles and mentoring outside of the classroom.

As a result of program differentiation using the strategies just described, the unique learning needs of advanced learners are met within the regular classroom program.

Students are identified as academically high achieving through multiple measures including advanced performance on standardized assessments, progress monitoring assessments (NWEA/MAP), benchmarks and in the classroom, high achievement on classroom curriculum assessments, and teacher and parent input.

D. ACADEMICALLY LOW-ACHIEVING STUDENTS

Students are identified as low achieving by multiple measures, including state standardized assessments, in-house benchmarks (NWEA/MAP), or DIBELS scores for K-1 students, Fountas and Pinnell assessments, teacher observations, low achievement on curriculum assessments, parent input or Intervention Team recommendations. At-risk students are targeted for specific areas of growth by student goals. The teachers monitor progress using the multiple measures mentioned for students who are identified as academically low achieving that do not show progress after the first quarter review. Students are recommended to the Intervention Team where appropriate. Intervention Staff consult for additional interventions and supports, and determine next steps.

Targeted support for students who are academically low achieving may include:

- Early intervention in reading during ELA;
- Tutoring;
- Focused attention – prepared in consultation with the student and the parent/guardian, if needed in the context of the Student Success Team process, regarding specific strategies and supports;
- Individual contract with the student detailing clear and achievable responsibilities and benchmarks for the student to achieve;
- Other program modifications and supports as determined by the classroom teacher;
- More frequent parent-teacher communication and parent involvement;
- Access to technology at home and school for mastery of target areas of growth (i.e. Brain Pop, MobyMax-ELA/Math, Achieve 3000).

Classroom modifications also may be made to support academically low-achieving students, including using different materials (visual aids, manipulatives, audio materials), using different methods (reading written material aloud to student, guided note-taking, visual cues/modeling), differentiated pacing and assignments, environment changes, testing accommodations and more.

Formatted: Font: (Default) Overlock

E. STUDENTS WITH DISABILITIES

Teachers implement a wide range of accommodations for students with disabilities. All teachers receive ongoing professional development regarding special education policies, strategies for working with students with disabilities, and classroom practices that support students with diverse learning styles and abilities. Among the topics that are discussed during professional development sessions are:

- Early identification and symptoms of disabilities
- Classroom accommodations for specific, observed behaviors
- What to do when a teacher or parent suspects a child may be disabled or have other challenges

Aspen Valley Prep complies with all applicable state and federal laws in serving students with disabilities, including, but not limited to the Individuals with Disabilities Education Improvement Act of 2004 (IDEA), Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and any other civil rights enforced by the U.S. Department of Education Office of Civil Rights (OCR). Furthermore, AVPA complies with Fresno Unified School District guidelines, and all California laws pertaining to special education students.

To the maximum extent appropriate, all students with disabilities are integrated into the programs of AVPA, with the necessary materials, services, and equipment to support their learning. Aspen Valley Prep ensures that any student with a disability is properly identified, assessed and provided with necessary services and supports. AVPA meets all the requirements mandated within a student's Individual Education Plan (IEP). No assessment or evaluation is used for admission purposes. Parents are informed that special education and related services are provided at no cost to them. If a student enrolls with an existing IEP, AVPA will notify FUSD and/or the SELPA within 5 days. An IEP meeting will be convened within 30 days.

1. PLAN FOR STUDENTS WITH DISABILITIES

Aspen Valley Prep is an LEA member of the El Dorado SELPA, which provides cost-effective and consistent special education services. As its own LEA and member of a SELPA, Aspen Valley Prep works in cooperation with all local and state agencies to ensure that a free and appropriate education is provided to all students with exceptional needs. Aspen Valley Prep complies with all regulatory special education requirements of the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and any other civil rights enforced by the U.S. Department of Education Office of Civil Rights (OCR). Furthermore, Aspen Valley Prep complies with all provisions of AB 602, applicable SELPA guidelines, and additional federal and state laws that apply to it pertaining special education students.

Per federal law, all students with disabilities are fully integrated into the programs of AVPA, with the necessary materials, mandated services, and equipment to support their learning. AVPA meets all the requirements mandated within a student's Individual Education Plan (IEP). Aspen Valley Prep includes all special needs students with non-disabled peers to the maximum extent appropriate according to their IEPs.

2. SEARCH AND SERVE

Upon the commencement of each school year, all students are evaluated as a means of general class placement. Students may be evaluated from already-available data (i.e. school tests, teacher

Aspen Valley Preparatory Academy Renewal Charter Petition Material Revision Oct-Nov. 10 2021

observations, grades, etc.) regarding the student's progress or lack of progress within the general program. No assessment or evaluation is used for admission purposes. Through collaboration between the faculty, parents and school leaders, [AVPA](#) works to identify any students who do not currently have an IEP but may be in need of pre-referral interventions. The Intervention Team convenes weekly to review all referred students as well as student data across sub-groups, classrooms and more.

3. ASSESSMENT

The referral process is a formal, ongoing review of information related to students who are suspected of having special needs and show potential signs of needing special education and related services. The primary internal method for referral for assessment will be the Student Success Team. The parent of any student suspected of needing or qualifying for special education services may also make a referral for an evaluation. Any such parent referrals will be responded to in writing in a timely manner. Any [AVPA](#) professional may also directly refer a student for formal assessment to see if he or she has a disability. [AVPA](#) may additionally choose to refer a student for services assessment through the provisions of a Section 504 Plan, if appropriate.

All referrals are responded to in writing by [AVPA](#) within 15 days. [AVPA](#) notifies the District and/or SELPA of the assessment request within 5 days of receipt. After a student is referred for a special education assessment, [AVPA](#) provides the student's parent or guardian with a proposed assessment plan, in writing, within 15 days of the referral. Parents are informed by the Site Director or Education Specialist that special education and related services are provided at no cost to them. The parent is given at least 15 days to provide written consent. The assessment is completed and an Individualized Education Program (IEP) meeting is held within 60 days of receipt of the parent's written consent for assessment.

The Education Specialist is responsible for gathering all pertinent information and sharing such information all others involved in the assessment. Information gathered is used as tools to determine the student's disability, eligibility for services, and determining the nature and extent of required services. If needed or requested, an interpreter is provided for the parent or guardian during the assessment. A teacher or staff member may serve as the interpreter, if fluent in the parent/guardian's native language and with parent approval. The types of assessments that may be used for determining eligibility for specialized instruction and services will be selected by [Aspen Valley Prep](#), in collaboration with any hired service providers, and are administered by a qualified psychologist and a nurse if applicable. Those assessments include, but are not limited to:

- Individual testing;
- Teacher observations;
- Interviews;
- Review of school records, reports, and work samples; and
- Parent input.

Unless conflicting with SBE, CDE, or SELPA policies and procedures, [AVPA](#) follows the below assessment guidelines. If a conflict with any of the prior mentioned agencies policies and procedures exists, then SBE, CDE, or SELPA policies and procedures govern, and [AVPA](#) will revise these guidelines accordingly:

- Parents or guardians of any student referred for assessment must give their written consent for the school to administer the assessment;
- The student must be evaluated in all areas related to his/her suspected disability;

- The assessment will be conducted by a professional with knowledge of the suspected disability.
- Multiple assessments will be delivered by qualified professionals to measure the student's strengths and needs;
- Assessments will be delivered without cultural, racial or gender bias;
- Assessment results will be delivered to the parent/guardian in their primary language, and an interpreter will be provided if needed;
- Assessments will be adapted as necessary for students with impaired sensory, physical or speaking skills; and
- A multidisciplinary team will be assembled to assess the student, including a teacher knowledgeable in the disability.

Once the assessment is completed, [AVPA](#) holds a meeting to review the results of the assessment and determine whether the student qualifies for special education by meeting the criteria for one of 13 disabling conditions. This meeting is the initial Individualized Education Program ("IEP") meeting described in detail below, during which [AVPA](#) gives the student's parent/guardian the opportunity to participate. [AVPA](#) is responsible for scheduling, coordinating and facilitating the IEP meeting.

If a student enrolls at [AVPA](#) with an existing IEP, an IEP meeting will be convened within 30 days to review the existing IEP, discuss the student's present levels of performance and needs, and offer appropriate placement and services. Prior to such meeting and pending agreement on a new IEP, if needed, [AVPA](#) works to implement the existing IEP or as otherwise agreed upon by the parent/guardian. Within 30 days of each school year beginning, [AVPA](#) forwards a complete list of all new IEPs to students' home districts for reference, as required by law.

4. DEVELOPMENT, IMPLEMENTATION AND REVIEW OF IEP

Every student who is assessed by the school has an IEP that documents assessment results and eligibility determination for special education services. If a student is deemed eligible for services, [AVPA](#) is responsible for providing specialized services according to the student's IEP.

[AVPA](#) ensures that all aspects of the IEP and school site implementation are maintained. [AVPA](#) provides modifications and accommodations (as outlined within each individual's IEP) in the general education environment taught by the general education teacher. Students at the school who have IEP's are served in the Least Restrictive Environment (LRE).

Each student who has an IEP is assigned an IEP team that oversees the IEP development, implementation and progress of the student. The proposed IEP team at [AVPA](#) consists of the following individuals:

- Site Director
- Education Specialist
- School Psychologist
- School RN (as needed)
- Speech Therapist (as needed)
- The parent or guardian of the student for whom the IEP was developed;
- The student
- At least one classroom teacher who is familiar with the curriculum or progress appropriate to that student;

- If the student was recently assessed, the individual who conducted the assessment

Others familiar with the student may be invited as needed. AVPA views the parent as a key stakeholder in these meetings and makes every effort to accommodate parents' schedules and needs so that they will be able to participate effectively on the IEP team. AVPA provides an interpreter if necessary to ensure that all parents and/or guardians understand and can participate in the IEP process. When necessary, a AVPA teacher or staff member, fluent in the parent's native language, may serve as the interpreter with parent approval. If the parent(s) cannot attend the IEP meeting, AVPA ensures his/her participation using other methods, such as rescheduling the meeting, conferencing by telephone, conferencing via webcam, or meeting at the parent's home. A copy of the IEP is given to the parent in accordance with state law, AVPA and SELPA policies, as applicable.

Upon the parent or guardian's written consent, the IEP is implemented by AVPA. The IEP will include all required components.

The elements of the IEP will include:

- A statement of the student's present levels of academic achievement and functional performance
- The rationale for placement decisions
- The services the student will receive and the means for delivering those services
- A description of when services will begin, how often the student will receive them, who will provide them, and where they will be delivered
- Measurable annual goals and short-term objectives focusing on the student's current level of performance
- A description of how the student's progress will be measured and monitored
- An explanation of the extent, if any, to which the student will not participate in general education
- Any accommodations necessary to measure the academic achievement and functional performance of the student on state and district assessments
- Transition goals for work-related skills

IEP meetings are held according to the following schedule:

- Yearly to review the student's progress and make any necessary changes
- Every three years to review the results of a mandatory comprehensive reevaluation of the student's progress
- After the student has received a formal assessment or reassessment
- When a parent or teacher feels that the student has demonstrated significant educational growth or a lack of anticipated progress
- When an Individual Transition Plan is (ITP) required at the appropriate age
- When a special education student has been suspended, especially if they demonstrate a pattern of misbehavior, to determine if changes to the IEP are required to address the misbehavior;
- Prior to the expulsion of a student with an IEP, to determine if the student's misconduct was a manifestation of his/her disability
- If the parent/guardian, a VPA staff member, hired service providers, or the student has communicated a concern about the student's progress

The IEP team formally reviews each student's IEP at least once a year to determine how the IEP is meeting his/her needs. In accordance with IDEA regulations, the IEP team will also conduct a formal

review of the IEP once every three years, in which the student is reassessed and the IEP is reviewed as part of an overall comprehensive reevaluation of the student's progress.

If a parent or faculty member feels the student's educational needs are not being met, they may request a reassessment or a review of the IEP by the IEP team at any time during the year via written notice to the school. Once the request is received, the IEP Team will have thirty days, not including school vacations greater than five days, to hold the IEP meeting.

Parents are informed each trimester of the student's progress toward meeting annual goals and whether the student is expected to meet his/her annual goals. The Goals and Objectives section of the IEP are an attachment to the general progress report. This serves to document the method by which the student's progress toward achieving the annual goal is measured, the student's progress during the relevant period, the extent to which it is anticipated the student will achieve the annual goal prior to the next annual review, and where needed, the reasons the student did not meet the goal.

5. SPECIAL EDUCATION STRATEGIES FOR INSTRUCTION AND SERVICES

As detailed throughout this petition, AVPA employs a highly individualized model of instruction for all students, which benefit all students with learning challenges. AVPA utilizes a Response to Intervention (RTI) model, and complies with the federal mandate of the least restrictive environment ("LRE"). AVPA mainstreams all of its students as much as is appropriate according to each individual IEP. Each student's IEP will require different kinds of modifications for instruction and services, therefore the educational strategies of the IEP will be built around the student's needs and how these fit within the general educational program of the school.

The RTI program includes the three basic tiers:

Tier 1: The first step, or tier, of intervention is the regular classroom setting. As teachers introduce instruction, students' progress is monitored. The teacher can request a consult from any appropriate members of the Intervention Team to request guidance or ideas about Tier 1 strategies for supporting students in the least restrictive environment. Most students in this group will need additional help from time to time, and the teacher provides that guidance.

Tier 2: Tier two of RTI targets students who do not show progress with regular instructional intervention. In tier two, students receive more individualized instruction and intervention. They may work in smaller groups to allow one-on-one and small group instruction. During this process, teachers carefully evaluate the students' response to these interventions. Students who do well may be phased back into the regular classroom. Students who demonstrate the need for ongoing, intensive intervention will move into tier three.

Tier 3: Tier three is an ongoing, long-term program of diagnostic and prescriptive teaching and could be thought of as special education. In this level, students receive individualized instruction for as long as is necessary for them to acquire the skills they need to progress in school.

Our RTI process is instructional from beginning to end. At no point is a child left to experience the frustration of failure while waiting until their test scores show a severe achievement discrepancy before they get help. They receive instruction that gradually increases in intensity and individualization as they show the need for it.

AVPA employs a variety of strategies to ensure student success for our Special Education such as those detailed extensively in the previous sections, and all will be in accordance with their IEP.

AVPA also contracts with outside special education service providers depending on operational needs or specific requirements of the students' IEPs. Some contracted services include nurses, speech therapists, psychologists, autism behavioral or occupational therapists, and counselors. AVPA reassesses its special education staffing, service providers, methods, and strategies on a continuous basis to assure that all services provided are effective and of the highest quality.

AVPA retains the option, based on operational evaluation and program needs, to employ a high quality Special Education service provider that could coordinate and facilitate some or all of the special education related services and instruction for our students. These types of special education service providers provide AVPA with the following staff:

- Credentialed special education teachers/Resource specialists
- School psychologists
- Occupational therapists
- Physical therapists
- Speech-language pathologists
- School nurses
- Vision therapist
- Interpreters for students who are deaf or hard of hearing
- Orientation and mobility aides for students who are blind or visually impaired

The chosen special education service provider could also be responsible for a number of areas including Assessments, Behavioral Support, Clinical Services, Compliance/Administration, Related Itinerant Services and Designated Instructional Services (DIS), and Special Education Instruction.

For every student who is eligible to receive special education instruction and related services, AVPA provides transportation as a related service if it is required to assist a child with a disability benefit from special education. As required for any special education program, transportation is provided to meet the criteria for a free, appropriate public education. As applicable, a student's IEP will describe how special education transportation is coordinated with regular home-to-school transportation, and will set forth an individualized plan for meeting the transportation needs of the student receiving special education.

6. REPORTING

AVPA, in collaboration with its service providers, collects and maintains the following information on disabled students as required by IDEA:

- A calculation of all school-age students with disabilities being provided special education services by age, grade, category of disability and the number of students with disabilities who are English Learners;
- The number of students provided with test modifications and the types and the number of students exempted from assessments;
- The settings in which students with disabilities receive their services, specifically including the portion of the school day they receive services with non-disabled peers and time away from the

- regular classroom;
- The number of students with disabilities suspended "in-school" and out of school, organized by disability and length of suspensions; and
- The basis of exit from APS of students with disabilities (i.e., attainment of diploma and type, declassified, moved, etc.).

All necessary procedures and practices to ensure confidentiality and accurate/timely reporting are the responsibility of the Site Director (or his/her designee). [AVPA](#), Inc.'s Executive Director ensures that a central file with all special education evaluation material and IEP's is maintained and that this file is locked and confidential, in accordance with IDEA guidelines. The Executive Director oversees access to these records, and is responsible for ensuring that all providers responsible for the implementation of a student's IEP have access to a copy of the IEP and are informed of their specific responsibilities in implementing the IEP.

7. DUE PROCESS AND PROCEDURAL SAFEGUARDS

Parents or guardians of students with IEPs must give written consent for the evaluation and placement of their child; are included in the decision-making process when change in placement is under consideration; and are invited, along with teachers, to all conferences and meetings to develop their child's IEP.

Any concerns or disagreements raised by parents are acknowledged by the school within five days, after which a meeting between the parent and school is scheduled to seek resolution of the disagreement. If a disagreement or concern persists, parents or guardians have the right to initiate a due process hearing to challenge a decision regarding the identification, evaluation, or educational placement of their child.

The school provides the parent with all notices of procedural safeguards as well as with information on the procedure to initiate both formal and informal dispute resolutions.

In the event that a parent/guardian files a request for a due process hearing or request for mediation, [AVPA](#) participates cooperatively to resolve the issues.

Parents or guardians also have the right to file a complaint with the CDE or SBE if they believe that the school or SELPA has violated federal or state laws or regulations governing special education.

8. SECTION 504 OF THE REHABILITATION ACT

[AVPA](#) recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of [AVPA](#). Any student, who has an objectively identified disability which substantially limits a major life activity including but not limited to learning, is eligible for accommodation by the school.

A 504 team will be assembled by the Site Director and shall include the Site Director (or his/her designee), parent/guardian, the student if needed, a qualified faculty member, and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The 504 team will review the student's existing records; including academic, social and behavioral records, and is responsible for making a determination as to whether an evaluation for

504 services is appropriate. If the student has already been evaluated under the IDEA but found ineligible for special education instruction or related services under the IDEA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team who will evaluate the nature of the student's disability and the impact upon the student's education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team may also consider the following information in its evaluation:

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- Tests and other evaluation materials include those tailored to assess specific areas of educational need, and not merely those which are designed to provide a single general intelligence quotient.
- Tests are selected and administered to ensure that when a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student's aptitude or achievement level, or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual or speaking skills.

The final determination of whether the student is eligible for accommodations under Section 504 must be made by the 504 team in writing and notice is given in writing to the parent or guardian of the student in their primary language along with the procedural safeguards available to them. If during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education per the IDEA, a referral for assessment under the IDEA will be made by the 504 team. If the student is found by the 504 team to ~~be~~ be eligible for accommodations under Section 504, the 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives the free and appropriate public education ("FAPE"). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the School's professional staff.

The 504 Plan shall describe the Section 504 disability and any program accommodations, modifications or services that may be necessary.

All 504 team participants, parents, guardians, teachers and any other participants in the student's education, including substitutes and tutors, must have a copy of each student's 504 Plan. The Site Director will ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that he/she review the 504 Plan with any long-term substitutes. A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility.

XI. INDEPENDENT STUDY

To the extent independent study is provided, [Aspen](#) Valley Prep complies with state laws relating to independent study as set forth in Education Code § 47612.5 5 and applicable regulations. The governing board has adopted policies to implement independent study options provided to students.

ELEMENT B: MEASURABLE STUDENT OUTCOMES

“The measurable pupil outcomes identified for use by the charter school. “Pupil outcomes,” for purposes of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school’s educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all groups of pupils served by the charter school, as that term is defined in subdivision (a) of Section 52052 ~~subparagraph (B) of paragraph (3) of subdivision (a) of Section 47607~~. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school.” Ed. Code § 47605 ~~(b)~~(5)(B).

Aspen Valley Prep will meet all statewide content and performance standards and targets. Ed. Code §§ 47605 ~~(d)~~(1), 60605. Aspen Valley Prep will comply with all applicable laws and regulations related to AB 97 (Local Control Funding Formula) and AB 484, and will continue to as they may be amended from time to time, including all requirements pertaining to pupil outcomes.

As a California charter school, Aspen Valley Prep assumes an increased level of accountability for all aspects of its programs and for achieving the goals described within the vision and mission of the school. It has adopted a comprehensive set of benchmarks for student and school outcomes that support the achievement of the school’s vision and mission, based on the state and common core standards, state priorities, and our definition of an educated person in the 21st Century and the school’s goals. On an annual basis, the school engages stakeholders to prepare the Local Control Accountability Plan Annual Update that details specific goals aligned with each of the state’s priorities, along with specific actions to realize each goal and fiscal allocations to support those efforts. Our LCAP goals, actions and measurements are included in Section VI of Element A, above.

Full implementation of the educational program and frequent monitoring of student and school outcomes ensures that Aspen Valley Prep is an academic success and is achieving all of its overarching goals.

The Site Director and faculty is accountable for the academic achievement and psychological well-being of students. The Site Director is ultimately responsible for meeting target goals, and is held accountable by the Academic Director, Executive Director and Board of Directors. The Site Director is accountable for meeting Adequate Yearly Progress as required by ESEA (or any similar new measures that may be established).

I. MEASURABLE GOALS OF THE EDUCATIONAL PROGRAM

Students matriculate from Aspen Valley Prep with a range of knowledge, skills, and attitudes that embody the school’s definition of an Educated Person in the 21st Century. AVPA pursues the following student outcome goals, as measured by multiple and varied benchmark assessments that are aligned to state and federal standards (including CA CCSS) and reflect proficiency measures required by the new CAASPP assessments, as well as state priorities detailed in California Education Code § 52060(d).

Specifically, as detailed in Element A, Section VI:

- New state assessment measures will meet or exceed the established growth target(s).
- AVPA will meet Adequate Yearly Progress schoolwide and subgroup growth rates, as required by ESEA (or comparable measure defined by Congress in reauthorizing the ESEA).
- The CAASPP participation rate will be at least 95%.
- CAASPP ELA and Math CAA and CAASPP achievement ~~“Met/Exceeded”~~ rates and annual growth rates will meet or exceed surrounding comparison schools, with a goal of 100% proficiency.

In addition:

- English Learners will progress at least one level on the CELDT/ELPAC each year.
- English Learner reclassification rates will meet or exceed the District’s reclassification rate.
- Special education students will demonstrate appropriate progress toward stated goals in their IEPs each year.
- AVPA will maintain at least 95% Average Daily Attendance.
- Suspension and expulsion rates will be lower than comparable surrounding schools in the District.
- Students will demonstrate a mastery of grade-level standards and designated outcome goals in the areas of English Language Arts, Mathematics, Science, Social Science/History.
- AVPA will close the “achievement gap,” with standardized test score data demonstrating a pattern of raised achievement over time for traditionally underserved students, including socio-economically disadvantaged, foster and homeless youth.
- Based on a school-designed rubric, students will demonstrate proficiency (based on teacher-designed rubrics) in knowing the 7 Habits and apply Leadership Skills inside and outside of the school environment.

These student outcomes are directly tied to the goal of providing students with a rigorous standards-based program while preparing them for a rigorous, college-preparatory high school.

II. SCHOOL OUTCOME GOALS WILL ALIGN WITH CALIFORNIA’S EIGHT STATE PRIORITIES

As illustrated in Element A, Section VI, align outcome goals and actions – including allocation of resources -- with the eight state priorities. AVPA annually engages stakeholders in drafting its Local Control Accountability Plan in accordance with the California Education Code and county and district policies.

III. ADDITIONAL OUTCOMES

In addition to the specific academic achievement goals detailed above, additional goals include:

1. AVPA will realize a higher teacher retention rate and higher teacher attendance rate than the district average, and demonstrate high levels of teacher job satisfaction as evidenced by end-of-year surveys.
2. AVPA will demonstrate a high level of parent satisfaction -- 85% or higher -- based on annual surveys.

3. The Board of Directors will carry out its responsibilities with the utmost degree of good faith, honesty, integrity, loyalty and undivided service to the school as demonstrated by the actions of the Board and adherence to legal requirements.
4. Financial planning and annual budgets will reflect the appropriate allocation of resources to ensure achievement of the school's vision and mission as demonstrated by balanced budgets that address the school's priorities and successful external audits.

These goals and our progress toward goals communicated regularly with our entire school community.

ELEMENT C: METHODOLOGIES FOR MEASURING STUDENT OUTCOMES

“The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.” Ed. Code § 47605(b)(5)(C).

Aspen Valley Prep administers a variety of meaningful assessments to document and analyze student academic progress over time (see Element B). Student achievement data gathered through internal and external assessments provide teachers the opportunity to modify classroom instruction in response to student outcomes and allow the school to modify its program to best address student needs.

Aspen Valley Prep complies with all regulations, reporting and processes associated with the state’s new Local Control Accountability Plans under the Local Control Funding Formula.

I. METHODS FOR MEASURING STUDENT ACADEMIC PROGRESS

To make certain that the school’s primary goal of increased academic achievement for all students is met, student achievement data obtained from standardized assessments is disaggregated annually to clearly identify the academic performance of students by sub-groups (e.g., by ethnicity, gender, English Learners, socioeconomically disadvantaged students, and students with disabilities).

Additional internal assessments, such as teacher-created, publisher and online assessment tools, are analyzed individually by teachers and in collaborative groups during weekly planning in order to target student needs, identify program strengths and gaps, and to plan subsequent instruction. Throughout the year benchmark student achievement data is analyzed among the school faculty during pupil-free professional development days.

Our faculty uses a variety of assessments to measure individual students’ attainment of state content standards and the objectives of our curriculum. Students participate in several formal assessments each year, including the NWEA MAP diagnostic assessments. Official checklists and rubrics from the published curriculum programs and online resources play a major role in teachers’ determination of student achievement of standards mastery. More informal assessment techniques also play a major role including teacher observation, homework samples, written work, project-based rubrics and more.

As students become increasingly able to produce independent work samples such as journal entries, written reports, project work and presentations, these products are also evaluated by teachers. By the end of the third grade we expect that most students will Meet/Exceed standards in ELA and Math according to the school’s identified assessment measures. Ongoing assessment of daily work and formal evaluation using online assessments, scoring guides, tests and checklists provide the teacher, parent and student with feedback on student achievement and progress. As students progress into and through middle grades, student evaluation becomes more formal, including student-produced projects, final draft writing, science experiments and presentations of research. Portfolios and projects are used to assess student growth and to assist both the student and the teacher in identifying the next steps for

growth. Students are assessed in a summative manner on a weekly basis in the form of a quiz, test (both written and online), essay, research paper, presentation or project.

Specifically, use the following assessments:

- California Assessment of Student Performance and Progress (CAASPP)/~~California Alternative Assessment (CAA) and California Science Test (CAST)s~~ in Science for grades 5 ~~and 8 (or new science tests as NGSS are implemented)~~
- NWEA MAPs benchmark assessments based on Common Core standards

II. DATA DRIVEN INSTRUCTION

Aspen Valley Prep will continue to utilize the comprehensive and customizable student information system (SIS) Illuminate to store student information such as registration, class schedules, attendance, demographics, emergency contacts and more. We will also continue to utilize Illuminate to collect, analyze, and communicate to parents and other stakeholders a variety of reports on student achievement, including school-wide and subgroup analyses. While the Site Director has primary responsibility for overseeing all student achievement data entry, analysis, reporting and reflection on data, all teachers receive intensive training on student achievement data and effective usage of Illuminate.

Aspen Valley Prep's teachers and school leaders analyze student achievement data on a continuous basis in order to identify individual student needs, trends across groups of students or classes, and longitudinal growth over time. Grade levels are provided with common planning time that they use to examine data at least monthly. The Site Director monitors the progress of all subgroups (particularly language learners and special education students), and patterns of academic achievement that may indicate declining progress or inequitable outcomes among different sub groups. Any problematic data trends are directly addressed through meetings with individual teachers, and through the examination of policies or curriculum that may be contributing to declining achievement or inequities.

Data review also is used by school leaders to assess teacher efficacy in real-time, ensuring that teachers who are struggling to achieve intended outcomes in specific subject areas, or with specific students, receive targeted training, support and professional development to improve their teaching practice.

On an annual basis, internal data is compared to CAASPP and other state standardized test data to determine efficacy in predicting performance. Aspen Valley Prep also annually prepares and make public its Student Accountability Report Card (SARC).

Parents/guardians have real-time access to their child's academic performance, attendance, discipline and other metrics via the Illuminate system. Teachers review individual student achievement data with parents during annual teacher-parent conferences and in writing during quarterly progress reports; parents receive test reporting by mail; the School Accountability Report Card (SARC) is available on the school website for review.

After enrollment, parents or guardians are asked to complete a survey to help AVPA better understand why families are exercising AVPA as a school choice option for their students. To fulfill WASC

requirements, ¹VPA occasionally surveys students, parents, teachers and staff members on a variety of topics to provide feedback for planning and policy making.

III. PROGRESS REPORTS/GRADING

Teachers formally report student progress to parents three times each year using progress reports. Teachers conduct parent conferences once annually (fall) at the time progress reports are issued so that parents have regular opportunities to discuss their child's progress personally with his or her teacher. For students that need additional support, an additional parent conference may be held in the spring. During the summer prior and into the first month of the school's operation, the Site Director and teachers collaboratively review the instrument, policies and procedures that are used to report student progress. All instructional staff receive detailed training about the preparation of these reports during professional development sessions during summer and throughout the year.

Student achievement is evaluated against state standards and the school's stated outcomes reflect student progress on a continuum toward mastery of the concepts and skills at each grade level. The progress reports include a score on a scale of 1-4 indicating the student's level of mastery in each standard. The goal is for every student to prove mastery on each standard, indicated by a score of 3. If a student proves mastery above and beyond grade level, the student earns a 4 on that standard. In addition to a scale score on a continuum toward mastery, teachers include verbal narrative evaluations regarding the completeness, quality, and level of understanding of student work as well as descriptions of attitudes and behaviors at school during parent teacher conferences.

At parent-teacher conferences, parents/guardians review the progress of their child, sharing and discussing test scores, projects, schoolwork, and areas for improvement. At these meetings, home and school strategies are discussed so that the student has the best chance of continuously improving his/her performance.

ELEMENT D: GOVERNANCE STRUCTURE

"The governance structure of the school, including, but not limited to, the process to be followed by the school to ensure parental involvement." Ed. Code § 47605(b)(5)(D).

I. NON-PROFIT PUBLIC BENEFIT CORPORATION

Aspen Valley Preparatory Academy is a direct-funded independent charter school operated by Valley Preparatory Academy, Inc. (Board) a California non-profit public benefit corporation with designation as a 501(c)(3) by the IRS. In accordance with California's Charter Schools Act, the Nonprofit Public Benefit Corporation Law, the corporation's Bylaws and the terms of this charter. The Charter School shall comply with the Brown Act and the Public Records Act. Copies of AVPA, Inc.'s Articles of Incorporation and Bylaws are submitted as separate documents with this Petition submission as instructed.

Aspen Valley Prep operates autonomously from the authorizer, with the exception of supervisory oversight as required by statute and other contracted services as negotiated between the authorizer and the school. Pursuant to Education Code Section 47604(ed), the authorizer shall not be liable for the debts and obligations of the Aspen Valley Prep, nor will the authorizer be liable for claims arising from the performance of acts, errors, or omissions by Aspen Valley Prep as long as the authorizer has complied with all oversight responsibilities required by law.

II. GOVERNANCE STRUCTURE

A. MAJOR ROLES AND RESPONSIBILITIES

1. BOARD OF DIRECTORS

The Board of Directors is fully responsible for the operation and fiscal affairs of the Aspen Valley Prep, including but not limited to the following:

- Hire, supervise, evaluate, discipline, and dismiss the Executive Director and Academic Director of AVPA, and Site Director
- Approve contractual agreements in excess of \$2000.00
- Approve and monitor the implementation of general policies including effective human resource policies for career growth and compensation of the staff
- Approve and monitor the annual budget, budget revisions, and monthly cash flow statements
- Approve and monitor annual budget and budget revisions
- Act as a fiscal agent, including but is not limited to the receipt of funds for the operation of the Aspen Valley Prep in accordance with applicable laws and the receipt of grants and donations consistent with Valley Prep's mission
- Contract with an external independent auditor to produce an annual financial audit according to generally accepted accounting practices
- Establish operational committees as needed
- Execute all applicable responsibilities provided for in the California Corporations Code
- Engage in ongoing strategic planning
- Approve the school calendar and schedule of Board meetings
- Recruit and appoint new Board members and provide orientation training

- Evaluate school effectiveness by monitoring student performance on the basis of measurable outcomes
- Ensure that the School Academic Report Card (SARC) and Local Control and Accountability Plan (LCAP) are prepared annually
- Approve out of state or overnight field trips
- Participate in the dispute resolution procedure and complaint procedures when necessary
- Approve charter amendments as necessary and submit requests for material revisions as necessary to the District for consideration
- Approve annual independent fiscal audit and performance report
- Appoint an administrative panel or act as a hearing body and take action on recommended student expulsions

The Board may initiate and carry on any program or activity or may otherwise act in a manner which is not in conflict with, inconsistent with, or preempted by any law, and which are not in conflict with the purposes for which the school was established.

2. EXECUTIVE DIRECTOR

The Executive Director serves as the operational and educational leader and chief executive officer of AVPA, Inc. The Executive Director is responsible for the direction of the Charter School and of AVPA, Inc., relationships with stakeholders (e.g. community members, parents, students, staff, donors, District oversight office, etc.) and leadership of the organization's development efforts.

The Executive Director shall perform assigned tasks as directed by the Board of Directors. These tasks may include, but are not limited to, the following:

- Ensure Aspen Valley Prep enacts its mission
- Guide Aspen Valley Prep toward the fulfillment of its vision and future goals
- Communicate with and report to the Board of Directors
- Oversee implementation of organizational policies established by the Board of Directors
- Oversee all corporate finances, including those of AVPA, and take actions to ensure financial stability and accurate financial records
- Oversee the recommendations of employee hiring, promotion, discipline, and/or dismissal
- Oversee operational systems such as student records, teacher records, teacher credentialing, contemporaneous attendance logs, purchasing, budgets, and timetables
- Promote Aspen Valley -Prep in the community, encourage positive public relations, and interact effectively with media
- Take an active role in fundraising and grant writing
- Ensure compliance with all applicable state and federal laws
- Complete and submit required documents as requested or required by the charter and/or Board of Directors and/or the District;
- Attend District administrative meetings as requested by the District and maintain contact with the District as needed
- Present the independent fiscal audit to the Board of Directors, and, after review by the Board of Directors, present audit to the District, the County Superintendent of Schools, the State Controller, and the California Department of Education.

The above duties, with the exception of personnel matters, may be delegated or contracted as approved by the Board of Directors to another appropriate employee or third party provider.

3. ACADEMIC DIRECTOR

The Academic Director provides leadership and support in implementing the educational vision, philosophy, goals, objectives and course of study. Responsibilities include:

- Planning, directing, implementing and evaluating the instructional program of the schools
- Oversight and planning of professional development for teachers and staff
- Monitoring the schools' instructional accountability, including collecting, analyzing, and reporting school and student performance data to develop school priorities and to drive decision-making
 - Ensuring that appropriate evaluation techniques are used for both students and staff
 - Student discipline, and as necessary participate in the suspension and expulsion process

4. SITE DIRECTOR

The Site Director is the leader of the school site. He/She ensures that the curriculum is implemented in order to maximize student learning experiences and be responsible for the orderly day-to-day operations of the School and the supervision of all employees at the school site. Responsibilities include, but are not limited to, the following:

- Manage and/or oversee all daily school operations, including student admissions and discipline, facilities, food services, front office, school scheduling, etc.
- Recruit, hire, train, coach, evaluate and if needed, discipline or terminate all teachers and staff
- Ensure that appropriate evaluation techniques are used for both students and staff
- Develop, support, guide, and evaluate teachers, counselors, and other personnel to ensure the academic achievement of all student subgroups and targeted student populations
- Provide instructional support by building the capacity of teachers in implementing effective strategies to teach all student subgroups and targeted populations, including English Learners, foster youth, low income students, gifted and talented students, and students with disabilities
- Prepare the annual Local Control Accountability Plan
- Oversee school wide testing
- Prepare the school's master schedule and summer school schedule
- Assist the Executive Director in meeting state and federal mandates and to ensure instructional monitoring and compliance needs
- Take responsible steps to secure full and regular attendance of students enrolled in accordance with policies established by the Board of Directors
- Oversee student discipline, and as necessary participate in the suspension and expulsion process
- Promote school in the community
- Oversee student services, extracurricular activities, and all school athletics
- Organize, assist, and implement the school's safety plan and ensure compliance with mandated child abuse reporting
- Manage the school physical plant

A detailed Organizational Chart is included in Appendix E.

III. GOVERNING BOARD COMPOSITION AND MEMBER SELECTION

Aspen Valley Prep is governed by the VPA, Inc. Board of Directors (“Board” or “Board of Directors”) in accordance with the Board’s adopted corporate bylaws, which shall be consistent with the terms of this charter.

The Board of Directors is composed of three (3) to seven (7) directors, as set by resolution of the Board. No employees of AVPA, AMPS, or VPA, Inc. serve on the Board. All directors are designated at the corporation’s annual meeting. Each director holds office, unless otherwise removed from office in accordance with the bylaws, for two (2) years and until a successor director has been elected as required by the position as described below. Board members may serve consecutive terms on mutual agreement of the Director and the Board.

The current AVPA, Inc. Board is composed of the following members:

John Grice, Principal at John Grice Consulting, Board President, international businessman with extensive experience with project management and sales

Stephen Paul, Sales Manager at Homegrown Organic Farms, Board Treasurer, experienced in agribusiness and business development

Carrie Zulewski, Fundraising Consultant at Z Fundraising Advisors, Board Secretary, entrepreneur, fundraiser, community activist, education advocate

MaryJane Fitzpatrick, Recreation manager of the Parks, Recreation and Community Services Department (retired), experienced organizational management, fundraising and healthy activities for children

Deborah Torres, Chief Development Officer, Fresno Rescue Mission, experienced in non-profit and project management, service to at-risk populations, and fundraising

Megan Rafferty, Outreach Consultant, Education Results, experienced in charter school policy, research and advocacy at the national level; expertise in special education and charter school governance

Sergeant Diana M. Trueba, Central Policing District Investigations Supervisor, Fresno Police Department, 16 years experience with Fresno PD, expertise in community needs and services.

Board Member resumes are attached in Appendix C, as required.

The existing Board of Directors designates all other directors. Any member of the community may refer a potential candidate to the Board, which will evaluate prospective candidates to determine whether or not they fit the stated needs of the Board recruitment strategy. Although the Board strives for unanimous support for new Board Members, per the Bylaws, a simple majority is all that is needed to designate a Director.

Although not required, the Board strives to create an odd number of Directors for voting purposes. In accordance with its Bylaws, the Board appoints new members upon the resignation or removal of any director, or any change in the stated number of Board members (e.g., expanding the size of the Board to increase fundraising capacity).

In accordance with Education Code Section 47604(cb), the District may appoint a representative to sit on the Board. If the District chooses to do so, the Board may choose to appoint an additional member to ensure that the Board is maintained with an odd number of directors. As indicated in applicable governance documents, VPA, Inc. complies with conflict of interest laws related to public entities including Govt. Code 1090 and the Political Reform Act.

In recognition of the need for diverse voices and expertise on the Board, there is a consistent attempt to recruit Board members to ensure sound oversight of the fiscal, operational, and instructional practices of the school, including individuals with experience in business management, law, finance, education, governance, administration, facilities, and community relations.

Threshold screening criteria for all prospective members of the Board demonstrates understanding of the mission and vision of VPA, Inc. and a strong commitment to serving the school's students. Other relevant criteria for Board selection include a demonstrated ability to act in a leadership capacity and a commitment to diligently fulfilling all Board responsibilities, including a willingness to routinely attend Board meetings and participate actively in oversight of the school. New Board members go through an initial orientation to their responsibilities as Board members and effective charter school oversight.

The Board seeks appropriate training and other resources for continuous improvement of performance, both as a full Board and individually. Such training includes full-Board training sessions with experts familiar with charter school governance, finance, and more.

IV. GOVERNANCE PROCEDURES AND OPERATIONS

The Board of Directors meets monthly (except during the summer) and in accordance with the Brown Act, as it may be amended from time to time. Additional meetings are called as necessary and comply with all of the provisions of the Brown Act. At an annual meeting, the Board sets the calendar for upcoming Board meetings for the year and publishes the schedule on its charter schools' websites. Agendas for regular meetings are published in advance and distributed to each member of the Board of Directors and are physically posted at the school's entrance and office, and posted on the school website, for public viewing at least 72 hours in advance of regular meetings. Agendas for special meetings are posted in the same manner at least 24 hours before the meeting.

The Board may initiate and carry on any program or activity or may otherwise act in a manner which is not in conflict with or inconsistent with or preempted by any law and which are not in conflict with this charter or the purposes for which charter schools are established.

The Board may execute any powers delegated by law to it and shall discharge any duty imposed by law upon it and may delegate to an employee of the Charter School any of those duties with the exception of budget approval or revision, approval of the fiscal audit and performance report (if any), and the adoption of Board policies. The Board however, retains ultimate responsibility over the performance of those powers or duties so delegated. Such delegation will:

- Be in writing
- Specify the entity designated
- Describe in specific terms the authority of the Board of Directors being delegated, any conditions on the delegated authority or its exercise and the beginning and ending dates of the delegation
- Require an affirmative vote of a majority of Board members

Decisions of the Board are by majority vote. As consistent with the requirements of the California Corporations Code (Section 5211(a)(8)), an act or decision made by a majority of the directors present at a meeting duly held at which a quorum is present is an act of the Board. In accordance with the Brown Act, directors may participate in meetings via teleconference, so long as a minimum of a quorum of

directors participates within the jurisdictional boundaries, that all votes are taken by roll call, and other prescribed requirements for teleconference participation are met, as detailed in the Bylaws.

The Board of Directors may, in its discretion, form committees, each consisting of two or more directors, in accordance with the Bylaws and applicable law, to accomplish the objectives and responsibilities of the Board and to ensure that the school meets achieves its mission and goals, including, but not limited to, a Finance Committee, Personnel Committee and Nominating Committee. Committee meetings are held in accordance with the Brown Act, as detailed in the Bylaws. Appointments to committees of the Board of Directors shall be by majority vote of the directors then in office. The Board of Directors may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting.

Contracted services shall be chosen, negotiated, monitored, audited and evaluated by the Board, to ensure the following:

- the reasonableness of the terms of the contract with costs reflecting a fair market value of services provided
- fidelity to the charter
- the academic success as measured by federal and state performance standards and the methods of measurement described herein
- the fiscally sound condition of the School

The School contracts with a business services provider with expertise in supporting charter schools for back-office support with payroll, budgeting, and financial reporting compliance, and is guided by the above principles in doing so.

V. PARENT/GUARDIAN INVOLVEMENT

Family participation plays a vital role in the effectiveness and quality of our program. Parents are encouraged to contribute volunteer time and to be part of the Parent Lighthouse Team. The Site Director shall maintain a comprehensive list of volunteer opportunities including but not limited to the following:

- Assisting in the classroom
- Playground supervision before and after school and during recess
- Parent Lighthouse Team membership
- Lighthouse Team leadership
- Assisting during festivals
- Assisting in an enrichment class
- Hospitality (hosting a visiting teacher candidate or speaker)
- Service as "Class Parent"
- Service on the Board of Directors
- Coordinating and chaperoning field trips
- Coordinating sets and costumes, and helping with rehearsals, for annual class plays
- Assisting with fundraisers
- Assisting in the office

No child will be expelled from school or unable to participate in any school activities due to the failure of his or her parent or legal guardian participation.

In addition, [Aspen](#) Valley Prep strives to ensure frequent and comprehensive home-school communications and uses a variety of means to communicate effectively with parents, including, but not limited to:
Website, Facebook, Twitter, Newsletter, School Messenger (phone calls), monthly breakfast meetings with the Executive Director and many other opportunities to connect including family nights and parent training.

ELEMENT E: EMPLOYEE QUALIFICATIONS

"The qualifications to be met by individuals to be employed by the charter school." Ed. Code § 47605(~~cb~~)(5)(E).

All employees shall be employees of Valley Preparatory Academy, Inc., an equal employment opportunity employer. Unlawful discrimination or harassment on the basis of race, color, religion, sex, gender, gender expression, gender identity, sexual orientation, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, genetic information, military or veteran status or any other characteristic protected by state or federal law is strictly prohibited.

Employees' job duties and work basis are negotiated in individual employment agreements, and general job descriptions have been and will be developed for each staff position in alignment with this charter petition. VPA, Inc. is committed to recruiting and hiring a community of professionals who are dedicated to the education of all students and the mission of the school.

Aspen Valley Prep is a school of choice, and no employee will be forced to work at Aspen Valley Prep or any other school operated by Valley Preparatory Academy, Inc.

VPA, Inc. complies with all applicable state and federal laws regarding background checks and clearance of all personnel, and prohibitions regarding the employment of any person who has been convicted of a violent or serious felony. School teachers and all paraprofessionals meet the requirements for employment of California Education Code § 47605(l) and the applicable provisions of ESEA. VPA, Inc. ensures that all core, college prep teachers hold a Commission on Teacher Credentialing certificate, permit or other document that a teacher in other public schools would be required to hold. The School actively recruits credentialed teachers to minimize the use of teachers holding emergency credentials.

The School complies with all state and federal laws concerning the maintenance and disclosure of employee records. The School complies with all applicable state and federal mandates and legal guidelines relative to ESEA.

I. CMO LEAD STAFF

A. VPA, INC. EXECUTIVE DIRECTOR

The Executive Director is the Chief Executive Officer (CEO) of Valley Preparatory Academy, Inc. She/he is responsible for the effective operation of the Aspen Valley Prep, and the general administration of all instructional, business, or other operations of the schools. She/he administers and supervises the school employees, leads development of educational program improvement, fosters a culture of positive, engaged learners, and serves as a strong advocate for the school's core values—including developmental philosophy and parental involvement.

She/he works closely with the Academic Director to plan and design innovative curriculum, and design and implement teacher training for effective curriculum implementation. She/he ensures that the school

Aspen Valley Preparatory Academy-Renewal Charter Petition-Material Revision Oct-Nov. 10 2021

program provides all students with core academics (i.e. reading and writing, math, social studies and science) and that students receive academic enrichment, including arts, music, and PE. She/he also works collaboratively with both CMO and school site staff, and the Board of Directors, to provide consistent and effective school leadership.

Summary of Essential Functions

The Executive Director is responsible for overseeing and supporting a high performing schools and building a world class organization. He or she is the primary liaison with other school leaders and governing board members, the Board of Directors, governmental agencies, legislators and the public. The Executive Director is expected to build partnerships locally and with national organizations that are committed to high-quality charter school authorizing.

The Executive Director is responsible for the overall planning, coordinating, and supervising of the Charter School operations, including its process for authorizing new charter schools and managing existing contracts. Much of this work is accomplished through establishing and maintaining high-quality, transparent systems of accountability.

The Executive Director sets strategic direction for the organization. The Executive Director works closely with and is accountable to the Board of Directors for ensuring efficient and productive Board meetings as well as carrying out the organization's mission and achieving its goals. The Executive Director oversees all central office staff and the Academic Director, who in turn supervises the Site Directors.

Performance Responsibilities

The Executive Director is responsible for:

- Meeting all goals and objectives established with the Board of Directors.
- Providing regular and accurate reports on progress, issues and recommendations to the Board.
- Performance management of schools.
- Staffing decisions for organization, including both schools.
- Developing an annual budget and maintaining the organization's fiscal health.
- Promoting and maintaining a positive climate by ensuring that all interactions with staff, schools, agencies and the public are prompt and courteous.
- Establishing and maintaining professional and cooperative working relationships with all stakeholders and partners.
- Encouraging innovative education decisions through the organization.
- Providing technical guidance and assistance to schools.
- Maintaining a high-functioning organization.
- Overseeing compliance with state and federal laws.
- Supervision of Central Office Administrative Team
- Oversee strategic planning process

Qualifications:

- Master's degree or higher required.
- At least five years of broad, varied and increasingly responsible experience with budgeting, information technology, personnel management, and organizational procedures.
- Demonstrated track record in a senior management position with a high-performing charter school or charter school network is desirable.
- Charter school and/or school district leadership experience desirable.

- Strong judgment and instincts around politics and policy, relationship building and partnerships, and balancing school accountability with technical support and assistance.
- Ability to build and maintain an effective organization committed to a common goal.
- Awareness of principles, methods, and procedures related to charter school operations, information technology and data management, budgeting and accounting.
- Awareness of laws, policies, and regulations pertaining to charter school operations and performance.
- Awareness of best practices in charter school authorizing.
- Ability to negotiate effectively.
- Establish and maintain cooperative/collaborative relationships with all schools and partners.
- Deal effectively and graciously with situations requiring tact and judgment.
- Lead a high-performing organization including high levels of employee satisfaction and team health.

B. ACADEMIC DIRECTOR

The Academic Director is an inspiring leader and communicator with substantial educational experience in charter, public, or private school settings. Reporting to the Executive Director, the Academic Director is responsible for development, alignment, and academic excellence of K-12 instructional programs. The Academic Director supervises and supports the Site Directors and oversees curriculum. In addition, some instructional support staff will report directly to the Academic Director. The Academic Director provides leadership, vision, and strategic direction for curriculum, instruction, assessment, and school improvement initiatives overseeing professional development. The ideal candidate will have a proven track record of attaining exemplary academic results.

Responsibilities

Leadership

- Develop and lead Site Directors and academic teams in their roles as instructional leaders
- Assist the Executive Director in the implementation of the Strategic Plan, with a focus on student success and academic excellence
- Implement the school's educational design, including standards, assessments, instructional guidelines, ability grouping, and school culture
- Participate in professional conferences, community outreach, and regional, state, and national educational organizations to stay current with relevant academic developments and to establish Flagstaff as an academic leader

Student Success

- Evaluate program effectiveness and acquire appropriate program resources to ensure that curricula are student focused and aligned with the school's missions, core values, academic standards, and strategic goals
- Ensure that curricula align with and exceed national and state standards and help create curricula that allow for efficient and effective pacing, sequencing, and lesson planning
- Create school-wide continuity in the academic sequence and unify school culture
- Professional Environment & Culture
- Empower Site Directors and school leaders to take ownership and be accountable.
- Focus on teacher development and establish an effective annual teacher evaluation plan.
- Assist Executive Director to increase job satisfaction and retain exceptional educators.

Qualifications:

Formatted: Font: (Default) Overlock

- Master's degree in Education, Education Administration, or related field
- At least 7 years of professional experience (10+ preferred), with at least 3 years' experience as a school leader with a proven track-record of success; Charter school and/or district-level leadership position experience preferred.
- Demonstrated experience in effectively solving challenging problems through a positive, collaborative approach required.
- Demonstrated experience in the design, implementation, or management of curriculum, instructional practices, and teacher development required.
- Demonstrated success leading strategic educational initiatives that result in measurable improvements in student achievement required.
- Detailed knowledge of the CCSS, instructional technology, and innovative teaching practices preferred.
- Experience and knowledge of budget preparation and management in alignment with strategic priorities preferred.
- Demonstrated experience developing and delivering new curriculum to meet academic goals preferred.

The Academic Director reports to the Executive Director. The Academic Director will have oversight and ultimate responsibility for all academic staff at both schools, with specific supervisory duties for Site Directors.

II. INSTRUCTIONAL STAFF

A. SITE DIRECTOR

Responsibilities and Duties:

Student Achievement

- Lead and oversee the school's instructional program
- Analyze data with other teachers regularly to maximize student performance
- Ensure that every student shows achievement gains and that the school meets performance goals
- Teacher development and evaluation
- Plan appropriate professional development for all teachers
- Formally supervise, observe, and evaluate all school staff

School Leadership

- Model school values and set the standard for professional behavior by modeling the 7 Habits
- Supervise the teachers and staff
- Create a data-centered and leadership-oriented school culture
- Cultivate positive relationships with parents and the local community
- Interview and select teachers as part of the hiring team
- Communicate regularly with teachers, parents, and students both informally and through weekly staff and parent memos
- Ensure that the school runs smoothly, efficiently, and on budget

Skills and Characteristics

- Very strong classroom management and discipline skills

- Excellent communication skills, especially with students and parents
- Extremely high standards for student leadership and achievement
- Relentlessness - doing whatever it takes to ensure success
- Team player
- Willingness to aggressively seek administrative certification
- Belief in the [AVPA](#), Inc. mission and educational model
- Maturity, humility, strong work ethic, sense of humor, and “get it done” attitude
- Proven track record of instructional leadership and academic excellence, including English Learners and those with special needs
- Ability to work with students and staff and to motivate and engage them in a positive way
- Ability to demonstrate leadership and project management skills needed to facilitate a group or project

Qualifications:

- Bachelor’s degree required, master’s degree preferred
- Valid California Teacher Credential
- Administrative credential preferred with willingness to aggressively seek administrative certification
- At least four years of teaching experience
- Proven track record of instructional leadership and academic excellence, including English Learners and those with special needs
- Educational vision for and experience with low-income and/or minority children
- Willingness to continue established educational programs and investigate new research-based successful practices
- Demonstrated ability in helping teachers become skilled practitioners
- Proven track record in collaboration, teamwork and achievement results
- Excellent communication skills, especially with students and parents
- Extremely high standards for student leadership and achievement
- Relentlessness - doing whatever it takes to ensure success
- Team player
- Belief in the VPA, Inc. mission and educational model
- Maturity, humility, strong work ethic, sense of humor, and “get it done” attitude
- Ability to work with students and staff and to motivate and engage them in a positive way

B. TEACHERS

Responsibilities and Duties

- To provide each student with a caring, stimulating, learning environment that will cultivate emotional intelligence and enable each child to reach his/her fullest academic potential.
- Design, deliver instructional lessons to meet curriculum requirements adopted by the California State Board of Education
- Provide planned learning experiences that motivate students, utilize best practices, are inclusive of parent participation, adhere to [Aspen](#) Valley Prep’s educational model, and are developmentally appropriate
- Develop current lesson plans (daily and/or weekly) and instructional materials that provide individualized and small group instruction in order to adapt the curriculum to the needs of each pupil
- Select and utilize appropriate instructional materials, aids, and supplies that assist in the

development of innovative, well-organized units of study

- Identify, record, reflect on student needs and cooperate with the professional learning community to assess, plan, monitor, and implement methods to solve student health, attitude, and learning issues
- Work collaboratively with parents to design, deliver, manage learning experiences for all learners
- Establish and maintain high standards of student behavior needed to achieve optimal learning atmosphere in the classroom
- Provide a functional and attractive environment in the classroom conducive for learning and aligned to the curriculum
- Adhere to [Aspen](#) Valley Prep's Restorative Justice policy, and social/emotional learning policy
- Plan and coordinate the work of aides, teacher assistants, parents, and other paraprofessionals as appropriate
- Participate cooperatively in the system of evaluation as stated in the charter's guidelines.
- Administer assessments in a variety of forms (formative, summative, standardized, etc.) in accordance with the charter's testing programs
- Evaluate students' academic and social growth, keep appropriate records, prepare student reports and communicate with parents regarding their child's progress
- Communicate with parents, administration, colleagues in a timely, consistent manner
- Actively participate in a professional learning community
- Perform basic attendance accounting and business services as required in an accurate and timely manner
- Supervise students in out-of-classroom activities during the assigned working day. Share in the sponsorship of student activities and participate in faculty committees as agreed upon
- Attend all teacher in-service education
- Maintain professional competence through participation in additional in-service activities and other learning opportunities and/or self-selected professional growth activities

Qualifications:

- Bachelor's degree
- Valid Teaching Credential
- Committed to the school philosophy, vision, and mission
- Teaching experience at the K-~~6~~8 level preferred

C. INTERVENTION SPECIALISTS

As discussed in Element 1, [Aspen](#) Valley Prep employs Intervention Specialists to administer the academic intervention programs and to assist with IEPs.

Responsibilities and Duties:

- Raise student achievement of special education students and students with educational gaps
- Work in conjunction with the Site Director to facilitate the development, refinement, and implementation of accommodations and modifications to curriculum and related assessments to meet the academic needs of students eligible for special education services, as well as students demonstrating academic gaps
- Serve as an instructional resource for directors and teachers, for school initiatives and programs

- Plan, promote, and provide professional development that will improve instructional skills to include accommodations and modifications and state assessment decisions and underserved students with academic gaps, including training teachers on the use of interventions and analyzing student data to identify strengths and needs
- Regularly visit classrooms and model effective differentiated instructional strategies and lessons for teachers
- Assist in the process for the selection of instructional materials, visual media, and instructional software
- Participate in the evaluation of programs and instructional strategies
- Perform other duties as assigned

Qualifications:

- Bachelor's Degree; Master's Degree Preferred
- Special Education and Teacher Certification
- Two or more years' classroom experience in an urban setting teaching special education preferred
- Professional development presentation experienced preferred
- Prior training in curriculum development and proficiency in content-area curriculum and instructional strategies preferred
- Demonstrated ability to work collaboratively and successfully
- Embody and understand the 7Habits, and how they relate to the execution of his/her duties

D. AIDES/PARAPROFESSIONALS

Aspen Valley Prep employs non-certificated instructional support staff in the form of instructional aides and instructors of enrichment/non-core subjects. These staff members have an appropriate mix of subject matter expertise, professional experience, or demonstrated capacity to work successfully in the designated capacity. They do not assign grades or approve student work assignments without the approval of a teacher.

Responsibilities and Duties:

Instructional or Student Service:

- Supervise children in all indoor and outdoor activities ensuring a safe environment, especially during transitions and bathroom breaks
- Monitor the school's entryway, greeting parents and visitors to the school and maintaining school safety
- Supervise children during breakfast, lunch and snack time, encouraging good eating habits are developed
- Assist in teaching children to become responsible for their decisions and actions.
- Guide children's behaviors in a positive way that teaches self-respect along with respect for others and the community around them
- Encourage children to interact positively with other children and people around them
- Provide a wide variety of age appropriate activities that offers physical and emotional growth
- Prepare instructional materials needed to implement the daily activity plans with the classroom teacher
- Maintain open lines of communication with the classroom teacher and team to ensure individual needs of all children are met

- Prepare and distribute healthy snacks as necessary for children
- Lead the classroom if teacher is running late or requested a substitute
- Help and supervise during any field trip and school-related activities

Qualifications

- Documentation of High School Graduation and post-secondary units hold an associate degree from a recognized college or university or have completed 2 years of college with a minimum of 60 semester units (90 quarter units) from a recognized college or university)
- Candidates for teaching profession are preferred
- Demonstrated competency in mathematics and language arts as evidenced by transcripts or completion of a basic skills assessment
- Strong interpersonal, oral and written communication skills
- Demonstrated commitment to the [AVPA](#) vision and mission
- Meet all requirements needed for compliance with federal and state regulations

III. NON-INSTRUCTIONAL STAFF

A. OFFICE MANAGER

Responsibilities and Duties:

Non-Instructional Operations

- Efficiently implement all daily, non-instructional operations
- Supervise school operations staff including front office reception, food service, and maintenance
- Ensure all policies, logistical procedures, handbooks, and programs address the safety of students and staff
- Oversee distributions of all necessary student/family packets and other communications in coordination with Site Director
- Implement efficient operational systems and office procedures
- Manage food service personnel, vendors, food program documentation, compliance, reimbursement, payment system, safety, and quality controls
- Manage vendor relationship with transportation services
- Assist with logistics of student clubs, orientations, information nights, and other events

Facilities Operations

- Coordinate facilities projects and requests (e.g. space allocations and renovations, room changes, furniture orders)
- Develop facility maintenance plans and schedules
- Manage maintenance, janitorial, and pest control services
- Assist procurement and construction of new facilities, if applicable

School Operations

- Oversee student record keeping, student information, and attendance reporting
- Assist with student application process, lottery, and enrollment and ensure that procedures are compliant
- Oversee and assist with student supervision including arrival / dismissal, lunch, and break
- Coordinate all special student events such as field trips, in-school fundraising, and assemblies
- Oversee school risk management including health, safety, emergency plans, and student insurance

Qualifications:

- Bachelor's degree required or a minimum of three years in operations, facility management, human resources, information technology, relevant start-up, or accounting
- Experience in program development, counseling, and other administrative duties in the middle/high school setting is a plus
- Evidence of successful track record
- Flexibility and willingness to participate in projects outside articulated responsibilities above

B. ADMINISTRATIVE SUPPORT

Provide office support for all directors related to implementing their duties, including:

- Perform basic accounting and payroll, communications, office supervision, attendance tracking, clerical duties, and the operation of office equipment
- Perform clerical and administrative procedures for daily school operations
- Prepare correspondence, forms, reports, memoranda, and student attendance and enrollment data in an accurate and timely manner
- Assure that student data, permission slips, and other required paperwork are kept current for each student as needed
- Prepare and mail correspondence to students' parents
- Answer high volume of calls, return general voicemails or emails
- Contacting parents regarding absences, missing assignments, teacher concerns or student illness
- Implementing systems to support the work of teachers and administrative staff
- Independently, or in accordance with administrative instructions, developing school communications in English and Spanish based on a thorough knowledge of school policies, programs and systems
- Translating for parent meetings and school events
- Preparing and maintaining a variety of student, personnel and school records
- Maintaining and operating a variety of office equipment, such as the copy machine, printers, fax machine and scanners with speed and accuracy
- Assisting in the coordination of special events
- Place orders for office and classroom supplies
- Collect necessary paperwork and assist in the full enrollment of a new student
- Assist the Site Director and members of the administrative team, as directed

Qualifications include:

- High school diploma, some college credits earned/BA degree preferred
- Must be organized, creative, independent and self-motivated, enthusiastic, dependable, detail-oriented, flexible in scheduling and prioritization and driven by excellence
- Must possess good communication skills to present facts and recommendations effectively in oral and written form, including accurate grammar and business correspondence knowledge
- Demonstrated proficiency with letter and report writing, accurate mathematical calculations, word processing, record keeping and data collection systems
- Interpersonal skills to establish and maintain effective relationships; demonstrated ability to communicate in situations requiring tact and poise; skilled in confidentiality and discretion
- Must be able to adjust tasks and focus with composure, and in accordance with changing deadlines and priorities

ELEMENT F: HEALTH AND SAFETY PROCEDURES

~~"The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following:~~

Formatted: Font: (Default) +Body (Calibri)

~~(i) That each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.~~

~~(ii) The development of a school safety plan, which shall include the safety topics listed in sub paragraphs (A) to (J), inclusive, of paragraph (2) of subdivision (a) of Section 32282.~~

~~(iii) That the school safety plan be reviewed and updated by March 1 of every year by the charter school." (Ed. Code § 47605(c)(5)(F).)~~

~~"The procedures that the school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the school furnish the school with a criminal record summary as described in Section 44237." Ed. Code § 47605(b)(5)(F).~~

Aspen Valley Prep has developed a Safe School Plan and will continue to comply with all applicable laws and policies applicable to public charter schools. The AVPA Safe School Plan outlines safety procedures for fire, earthquake, and harmful intruders (lockdown drills). All staff is trained on emergency and first aid response according to state standards and training programs.

In order to provide safety for all students and staff, AVPA, Inc has adopted and implements full health and safety policies and procedures and risk management policies at its school site in consultation with its insurance carriers and risk management experts.

The health and safety of staff and students is the highest priority for the school. AVPA, Inc. has adopted comprehensive, site-specific Health and Safety Policies and Emergency Policies and Procedures (collectively, Policies and Procedures), including policies regarding the acquisition and maintenance of adequate onsite emergency supplies. Pursuant to Assembly Bill 806, AVPA shall develop its comprehensive school safety plan pursuant to the requirements of AB 806 and the relevant Education Code requirements, including Education Code Section 32282, and shall review and update the plan annually by March 1.

~~These Policies and Procedures are in place and~~ AVPA trains all staff at least once annually in these Policies and Procedures. Emergency response drills are held regularly for all students and staff. VPA, Inc. ~~periodically reviews, and modifies as necessary, its Health and Safety Policies and Emergency Policies and Procedures, and keeps~~ these documents readily available at the school site for use and review upon request.

The Health and Safety Policy address the following areas, at a minimum:

- Child Abuse Reporting
- Child predators (gates, walls, child pick-up and drop-off, etc.)
- Sexual/Other Harassment Reporting
- Asbestos management
- ADA adherence

Formatted: Font: (Default) Overlock

Aspen Valley Preparatory Academy Renewal Charter Petition Material Revision Oct-Nov. 10 2021

- Food service safety
- Blood borne pathogens
- Pest management
- FERPA
- Immunizations
- TB Testing
- Medication in school
- Vision, hearing, and scoliosis screening, per code
- Student Illness & Injury Policies

Emergency Policies and Procedures address the following areas, at a minimum:

- Earthquake
- Fire
- Terror threats
- Hostage situations
- School lock-down procedures
- Evacuation plans
- Safety drills
- Annual testing of sprinkler systems, fire extinguishers, and fire alarms

PROCEDURES FOR BACKGROUND CHECKS

All employees and all volunteers performing services that are not under the direct supervision of an employee, and any onsite independent contractors or vendors having unsupervised contact with students are required to submit to criminal background checks and fingerprinting in accordance with Education Code sections 44237 and 45125.1~~state law~~. All non-credentialed applicants for employment must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law, pursuant to Education Code sections 44830.1 and 45122.1. Volunteers who will be outside the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering on campus. The ~~Executive Director~~ Site Director shall monitor compliance with this policy for school site personnel and volunteers; the Executive Director shall monitor compliance for central office staff (the Board President shall monitor fingerprinting and background clearance of Executive Director) and make quarterly reports to the Board. Aspen Valley Prep maintains on file and available for inspection evidence that VPA, Inc. has performed criminal background checks for all employees and documentation that vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students. VPA, Inc. shall also ensure that the Site Director receives subsequent notifications of all individuals subject to background checks from the Department of Justice to ensure the ongoing safety of its students.

FACILITIES COMPLIANCE WITH STATE AND LOCAL BUILDING CODES

AVPA shall comply with Education Code section 47610 by utilizing facilities that are either compliant with the Field Act or facilities that are compliant with the California Building Standards Code. The Charter School agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The Charter School shall conduct fire drills as required under Education Code section 32001 and in conjunction with the FUSD (if at District facilities).

Aspen Valley Preparatory Academy Renewal Charter Petition Material Revision Oct-Nov. 10 2021

FACILITIES COMPLIANCE WITH FEDERAL REQUIREMENTS, INCLUDING THE AMERICANS WITH DISABILITIES ACT

AVPA shall comply with all federal requirements for public charter school facilities, including applicable provisions of the Americans with Disabilities Act.

SCHOOL SAFETY PLAN

The following is a summary of the Health and Safety Policies and Procedures of AVPA. AVPA may implement temporary instructional or operational changes as necessary to respond to emergencies (including but not limited to fire, flood, earthquake, actual or threatened war or terrorism, civil disorder, epidemics or health outbreaks) and/or to comply with applicable federal, state, and local orders. These changes shall not require a material revision.

ROLE OF STAFF AS MANDATED CHILD ABUSE REPORTERS

In accordance with state law, all teachers and staff are mandated to report any suspected child abuse and will follow all applicable reporting laws. The procedure for the mandated individual is to immediately make a call to the Department of Children and Family Services. The mandated reporter then files a report within 36 hours of first becoming aware of a suspected case of child abuse. The report is with either the Police Department Child Abuse Unit or the Department of Children and Family services. The mandated individual will meet with the appropriate authorities accordingly and inform the administrator that a report has been made. Staff members receive in-service training in accordance with Education Code section 44691 and sign a document verifying notification and understanding regarding this responsibility.

BLOOD-BORNE PATHOGENS

Aspen Valley Prep meets state and federal standards for dealing with blood-borne pathogens and other potentially infectious materials in the workplace. It has a written "Exposure Control Plan" designed to protect employees from possible infection due to contact with blood-borne viruses, including human immunodeficiency virus (HIV) and hepatitis B virus (HBV). Whenever exposed to blood or other body fluids through injury or accident, students, and staff follow the latest medical protocol for disinfecting procedures.

TUBERCULOSIS RISK ASSESSMENT AND EXAMINATION

TB TESTING

Employees, and volunteers who have frequent or prolonged contact with students, will be assessed and examined (if necessary) for tuberculosis prior to commencing employment and working with students, and for employees at least once each four years thereafter, as required by Education Code section 49406. AVPA shall maintain TB clearance records and certificates on file.
Faculty and staff are assessed or examined for tuberculosis ("TB") prior to commencing employment and working with students, in the manner required by Education Code Section 49406, as amended.

IMMUNIZATIONS

AVPA will adhere to all laws related to legally required immunizations for entering students as is required of public schools pursuant to Health and Safety Code sections 120325-120375, and Title 17, California Code of Regulations section 6000-6075. All rising 7th grade students must be immunized with a pertussis

~~(whooping cough) vaccine booster. AVPA will also monitor and comply with all federal and state or District mandates regarding COVID vaccines.~~

~~Valley Prep adheres to all law related to legally required immunizations for entering students pursuant to Health and Safety Code §120325-120375, and Title 17, California Code of Regulations §6000-6075.~~

MEDICATION IN SCHOOL

~~AVPA will adhere to Education Code section 49423 regarding administration of medication in school. AVPA will adhere to Education Code section 49414 regarding epinephrine auto-injectors and training for staff members.~~ Students requiring prescription medications and other medicines during school hours are accommodated. Parents must bring medication to the office in the original containers, with the name of the prescribing physician, the name of the student, and dispensing instructions. Parents complete the appropriate form authorizing school staff to administer medication. Designated staff put medications in a locked cabinet or refrigerator as needed for medications requiring refrigeration. Designated staff log times for administering medications for each student and establish a tickler system to ensure that medications are dispensed at the appropriate times. Designated staff call students to receive medications at the appropriate times. In cases where medications are long-term prescriptions, designated staff provide parents with one week's notice to alert them that additional medications are needed.

AUXILIARY SERVICES

School staff conduct annual reviews to ensure all auxiliary services are safe by developing appropriate policies and awareness training.

VISION/HEARING/SCOLIOSIS

~~Aspen~~ Valley Prep adheres to Education Code §49450, *et seq*, to provide screening of students' vision and hearing and for scoliosis to the same extent required of non-charter public schools, as applicable to ~~the grade levels served by AVPA, grades 9-12.~~

SUICIDE PREVENTION POLICY

~~AVPA shall maintain a policy on student suicide prevention in accordance with Education Code section 215 and review the policy at least once every five years.~~

EMERGENCY PREPAREDNESS

~~Aspen~~ Valley Prep adheres to its Emergency Preparedness Handbook containing procedures for safety, drafted specifically to the needs of the school site. This handbook includes but is not ~~be~~ limited to the following responses: fire, flood, earthquake, terrorist threats, and hostage situations. All staff members receive detailed annual training on emergency procedures. The handbook shall be kept on file for review.

~~Staff shall receive training in emergency response, including appropriate "first responder" training or its equivalent.~~

Fire Drills

Fire drills are held at least twice a semester. Office personnel maintain a record of fire drills held and total required time for complete evacuation. When the fire drill signal sounds, teachers lead the students in their room along the route indicated on the evacuation map posted for that purpose. Before leaving the room, teachers close all windows and doors have their class attendance roster with them.

Students who are not in a classroom at the time the fire drill signal is given attach themselves to the nearest teacher exiting the building for purposes of getting to the designated evacuation site.

Once at the designated evacuation site, teachers and other staff ensure that all students find their respective teachers. Teachers take roll to ensure that all students are accounted for. The names of any missing students are given to the office personnel, and administrative staff attempt to locate missing students. Students remain with their teachers at the designated evacuation site until the administrative staff gives the “all clear” signal.

Disaster Drills (I.E. EARTHQUAKE)

Disaster drills are conducted at least once every two months. Students are made familiar with the “duck and cover” routine. A disaster drill commencing with the “duck and cover” routine is initiated by an announcement over the intercom. Staff and students hear “This is an emergency drill. Duck and cover.” During the “duck and cover” routine in the classroom, teachers turn off the lights and have students get under a desk or table or against the wall away from the windows. Students must remain quiet and orderly so they will be able to hear additional instructions when given. All drills are concluded with an “all clear” announcement on the intercom, or a visible signal from the administrative staff.

In the case of a real earthquake, everyone must engage in the “duck and cover” routine immediately and remain in position until the teacher determines that it is safe to leave the building. If remaining in the room becomes dangerous, or when the shaking stops, teachers proceed with their students to the evacuation site or another safety zone. If students are in an outdoor area when a disaster drill is called or during an actual earthquake, students are to drop immediately to the ground, away from trees and power lines, and cover their heads with their hands. They are to remain in that position until given additional instructions.

In the case of disasters other than earthquakes, the administrative staff contact each room, advise staff of potential dangers, and give further directions or orders. Teachers and students remain in their classrooms until instructions are received for an all clear or an evacuation. For safety purposes, no one is to leave the rooms. If there has been a chemical spill, the teacher must make sure that all doors, windows, and vents remain closed. The school site maintenance staff turn off the gas. All unassigned staff report to the office for assignments such as searching offices, bathrooms, and all other common areas, including outdoor facilities.

Teachers stay with their classes for the duration of the emergency. In the event of an earthquake or other national disaster, all school employees are immediately designated “Civil Defense Workers” and are not allowed to leave school until they are given official clearance to do so by the administrative staff.

Bomb Threats

The person receiving the call or letter will note the time of day, wording of the message, background noises, and quality of the voice to try to determine if it is a child or an adult. This person will delay the caller as long as possible, while they alert another adult to the crisis. That adult will immediately notify the telephone company to trace the call and immediately thereafter, notify the police using 911.

Based on the information at hand, the administrative staff will make a decision whether an immediate evacuation is warranted. If so, a designated evacuation code word will be given over the intercom and evacuation procedures will be followed. The office personnel will coordinate information requests to and/or from law enforcement, the telephone company, and parents.

If an immediate evacuation is not warranted, the administrative staff will notify teachers to inspect their room for any suspicious materials or unknown packages, without alarming students. All unassigned staff will report to the office for assignments such as searching offices, bathrooms, and all other common areas, including outdoor facilities.

Lock-Downs

This action is taken when the threat of violence or gunfire is identified or directed by law enforcement and it is necessary to prevent the perpetrator(s) from entering occupied areas. During Lock Down, students are to remain in the classrooms or designated locations at all times. A designated Lock Down code word will be given over the intercom and Lock Down procedures will be followed. If inside, teachers will instruct students to lie on the floor, lock the doors, and close any shades or blinds if it appears safe to do so. If outside, students will proceed to their classrooms if it is safe to do so. If not, teachers or staff will direct students into nearby classrooms or school buildings (e.g., auditorium, library, cafeteria, gymnasium). Teachers and students will remain in the classroom or secured area until further instructions are given by the Site Director or law enforcement. The front entrance is to be locked and no visitors other than appropriate law enforcement or emergency personnel are to be allowed on campus. The office personnel will coordinate information requests to and/or from law enforcement and parents.

Evacuation Plan

A disaster of a significant nature may require the evacuation of the school. Immediately upon notification by outside authorities that the school must be evacuated, the administrative staff will verify the name and position of the person placing the alert. Once the source is confirmed, the administrative staff will give the designated evacuation code word over the intercom. Teachers will proceed with their students to the nearest school exit indicated on the evacuation map posted for this purpose. Before leaving the room, teachers will make sure they have their class attendance roster with them. Students who are not in a classroom at the time the intercom signal is given will attach themselves to the nearest teacher exiting the building for purposes of getting to the designated evacuation site.

Prior to evacuation, offices, bathrooms, and all other common areas, including outdoor facilities will be searched by unassigned staff members designated by the administrative staff.

Once at the designated evacuation site, teachers and other staff will ensure that all students find their respective teachers. Teachers will then take roll to ensure that all students are accounted for. The names of any missing students will be given to the office personnel and an individual will be assigned the task of finding any missing students. Teachers will work together to take care of students with injuries, respiratory problems, or other medical conditions.

Teachers will stay with their classes for the duration of the emergency. In the event of an evacuation, all school employees are immediately designated "Civil Defense Workers" and are not allowed to leave school until they are given official clearance to do so by the administrative staff.

Students will remain with their teachers at the designated evacuation site until the administrative staff gives the "all clear" signal. In the event students cannot return to the school site, the administrative staff will notify parents and/or the media as to where students can be picked up. The office personnel will sign out students as they are being picked up by a parent or other adult listed on the emergency

Formatted: Font: (Default) Overlock

information card. Parents will be asked to remain in a designated area, and students will be escorted to the designated area for release.

STAFF RESPONSIBILITIES

All employees are responsible for their own safety, as well as that of others in the workplace. [Aspen](#) Valley Prep relies upon its employees to ensure that work areas are kept safe and free of hazardous conditions. Employees report any unsafe conditions or potential hazards to their supervisor immediately. If an employee suspects a concealed danger is present on the premises, or in a product, facility, piece of equipment, process, or business practice for which [Aspen](#) Valley Prep is responsible, the employee will bring it to the attention of their supervisor, the Site Director, or Director immediately. Supervisors will arrange for the correction of any unsafe condition or concealed danger immediately and will contact the Executive Director regarding the problem.

Employees are required to report any workplace injury or accident to their supervisor as soon as possible, regardless of the severity of the injury or accident. If medical attention is required immediately, supervisors assist employees in obtaining medical care, after which the details of the injury or accident must be reported.

Periodically, VPA, Inc. may issue rules and guidelines governing workplace safety and health. All employees will familiarize themselves with the rules and guidelines, as strict compliance will be expected. Failure to comply with rules and guidelines regarding health and safety or work performance will not be tolerated.

DRUG FREE/ALCOHOL FREE/SMOKE FREE ENVIRONMENT

[Aspen](#) Valley Prep shall function as a drug, alcohol and tobacco-free workplace.

FEMININE HYGIENE PRODUCTS

Pursuant to the requirements of Education Code section 35292.6, AVPA shall ensure at least 50 percent of the school's restrooms are stocked with feminine hygiene products at all times should the school maintain any combination of classes from grade 6 to grade 12, inclusive, that meets the 40-percent pupil poverty threshold required to operate a schoolwide program pursuant to section 6314(a)(1)(A) of Title 20 of the United States Code.

AVPA shall not charge for any menstrual products provided to pupils, including, but not limited to, feminine hygiene products as that term is defined in Education Code section 35292.6(c).

COMPREHENSIVE SEXUAL HARASSMENT POLICIES AND PROCEDURES

[Aspen](#) Valley Prep is committed to providing a school that is free from sexual harassment, as well as any harassment based upon race, color, religion, sex, gender, gender expression, gender identity, sexual orientation, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, genetic information, military or veteran status or any other characteristic protected by state or federal law. VPA, Inc. has developed a comprehensive policy regarding discrimination or harassment (including employee to employee, employee to student, and student to employee misconduct). Pursuant to AB 543, the policy against sexual harassment is provided to new and continuing pupils during every orientation session. Misconduct of this nature is promptly addressed in accordance with VPA's policy.

FERPA

[Aspen](#) Valley Preparatory Academy-Renewal Charter Petition-Material Revision ~~Oct.~~Nov. 10 2021

VPA, Inc., employees and officers, will comply with the Family Educational Rights and Privacy Act (FERPA) at all times.

STUDENT RECORDS

VPA, Inc. will adhere to procedures related to confidentiality and privacy of student records. Aspen Valley Prep keeps student records in a locked file cabinet to which only designated staff will have keys, in accordance with policies. Student special education files are kept in separate locked cabinets to which only staff designated to have access shall have keys. Electronic student information systems use password protected accounts to ensure the same limits on access to student files. In the event that a student enters the school upon transfer from an existing district school, the student's records are requested from the respective district.

CUSTODIAN OF RECORDS

In accordance with California Department of Justice requirements, the Head of School shall serve as AVPA's Custodians of Records.

IMMIGRATION POLICY

AVPA will comply with the requirements of Education Code section 234.7 by adopting policies consistent with the guidance and model policies issued by the California Attorney General.

STUDENT DEBTS

The Public School Fair Debt Collection Act (Education Code section 49014, Assembly Bill 1974 [2018]) mandates that a pupil can never owe or be billed for a debt owed to a charter school. As such, AVPA school shall comply with all provisions of the Public Schools Fair Debt Collection Act, including the prohibition on taking any negative actions against a pupil because of a debt, prohibiting a debt collector from making a negative credit report for such a debt and prohibiting a charter school from selling debt to debt collector.

MENTAL HEALTH SERVICES

AVPA will notify parents and pupils at least two times per school year about how to access pupil mental health services on campus or in the community or both per the requirements of Assembly Bill 2022 (Education Code section 49428).

BULLYING

AVPA shall adopt procedures for preventing acts of bullying, including cyberbullying, and shall make available to certificated school site employees and all other school site employees who have regular interaction with pupils an online training module developed by the California Department of Education regarding bullying and bullying prevention in compliance with Assembly Bill 2291 (Education Code sections 234.4, 234.6 and 32283.5).

ANTI-DISCRIMINATION AND HARASSMENT POLICIES AND PROCEDURES

AVPA is committed to providing a school that is free from discrimination and sexual harassment, as well as any harassment based upon the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, immigration status, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, immigration status, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance or regulation. AVPA shall develop a comprehensive policy to prevent and immediately remediate any concerns about discrimination or harassment at the Charter School (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with AVPA's anti-discrimination and harassment policies.

AVPA will require all employees to undergo sexual harassment and abusive conduct training for the duration and frequency as required by California law.

SAFE PLACE TO LEARN ACT

AVPA shall comply with all applicable requirements of the Safe Place to Learn Act, Ed. Code section 234 et seq., including the posting of the required school policies on its website.

TRIBAL REGALIA/OBJECTS OF RELIGIOUS OR CULTURAL SIGNIFICANCE

AVPA will allow students to wear traditional tribal regalia or items of religious, cultural and tribal significance to school graduation ceremonies held by AVPA and would allow the school, under specific circumstances as set forth in the law (Education Code section 35183.1), to limit items that would create a substantial disruption of, or material interference with, the school ceremony.

CHILD HUNGER PREVENTION AND FAIR TREATMENT ACT

The Child Hunger Prevention and Fair Treatment Act of 2017 (Education Code section 49557.5), among other things, requires certain local educational agencies, as defined, that provide school meals through the federal National School Lunch Program or the federal School Breakfast Program to ensure that a pupil whose parent or guardian has unpaid school meal fees is not shamed, treated differently, or served a meal that differs from what a pupil whose parent or guardian does not have unpaid school meal fees would receive under that local educational agency's policy.

AVPA will ensure that a pupil whose parent or guardian has unpaid school meal fees is not denied a reimbursable meal of the pupil's choice because of the fact that the pupil's parent or guardian has unpaid meal fees and ensure that the pupil is not shamed or treated differently from other pupils.

MIGRATORY CHILDREN

AVPA will allow a pupil who is a migratory child to continue attending their school of origin regardless of any change of residence of the pupil. AVPA will inform a pupil who is a migratory child and that pupil's

parent or guardian of the impact of remaining in the school of origin on the eligibility of that pupil to receive migrant education services.

COMPLIANCE WITH STATE AND FEDERAL ENVIRONMENTAL LAWS

AVPA shall comply with all applicable state and federal environmental laws pertaining to its charter school operations and facilities.

ELEMENT G: RACIAL AND ETHNIC BALANCE

"The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. Upon renewal, for a charter school not deemed to be a local educational agency for purposes of special education pursuant to Section 47641, the chartering authority may consider the effect of school placements made by the chartering authority in providing a free and appropriate public education as required by the federal Individuals with Disabilities Education Act (Public Law 101-476), on the balance of pupils with disabilities at the charter school." (Ed. Code § 47605(c)(5)(G).)

Formatted: Font: (Default) +Body (Calibri)

~~*"The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted." Ed. Code § 47605(b)(5)(G).*~~

VPA, Inc. complies with all federal and state laws regarding recruitment and enrollment of diverse students, including students of color, students with disabilities (SWD) and English Learners (ELs), including students Redesignated Fluent-English Proficient (RFEP). As illustrated in the following table, AVPA's enrollment closely tracks FUSD enrollment, with 66% Hispanic/Latinx students (compared to 69% at the District), 13% Black (higher than FUSD's 8%), 3% Asian (lower than FUSD's 12%), 14% White (higher than FUSD's 9%) and 4% Two+ Races (on par with FUSD's 3%). The rate of socioeconomically disadvantaged students (SED) at AVPA was 77% (compared to 87% across FUSD); 9% of our TK-8th grade students were EL's with another 7% RFEP, compared to 18% ELs and 17% RFEP at FUSD in grades TK-12; the rate of Students with Disabilities (SWD) is comparable with 10% at AVPA and 12% at FUSD; and finally, AVPA has more Foster/Homeless students (4%) than FUSD (1%): ~~No Child Left Behind (NCLB)~~ and its Public School Choice provisions (or any new legislation authorized at the federal or state levels regarding public education and specifically "Public School Choice.") Any Public School Choice Valley Prep students are eligible for all applicable instructional and extra-curricular activities at the school.

Formatted: Superscript

2020-21 Demographic Comparisons

	Enrollment 2020-2021	% Hispanic/ Latinx	% Black	% Asian	% White	% Two + Races	% SED	% EL	% RFEP	% SWD	% Foster/ Homeless
Aspen Valley Prep Academy (TK-8)	392	66%	13%	3%	14%	4%	77%	9%	7%	10%	4%
Fresno Unified School District (TK-12)	72,419	69%	8%	12%	9%	3%	87%	18%	17%	12%	1%

Formatted: Font: Calibri Bold, Bold, Not Small caps

Source:

<https://data1.cde.ca.gov/dataquest/DQCensus/EnrELAS.aspx?cds=10621660106740&aqglevel=School&year=2020-21>

Formatted: Normal, Right

Formatted: Font: Italic

As a recipient of federal funds, including federal Title I, Part A funds, Aspen Valley Prep abides by all applicable federal program requirements. This includes, but is not limited to, documentation related to funding, required parental notifications, appropriate credentialing of teaching and paraprofessional staff, ~~the implementation of Public School Choice and Supplemental Educational Services, where applicable,~~ or any other mandated federal program requirement. These mandated requirements include, but are not limited to, the following:

Formatted: Font: (Default) Overlock

Aspen Valley Preparatory Academy Renewal Charter Petition Material Revision Oct-Nov. 10 2021

- Notify parents at the beginning of each school year of their “right to know” the professional qualifications of their child’s classroom teacher including a timely notice to each individual parent that the parent’s child has been assigned, or taught for four or more consecutive weeks by, a teacher who is not highly qualified does not meet the applicable teaching credentialing requirements at the grade level and subject area in which the teacher has been assigned
- Develop jointly with, and distribute to, parents of participating children, a school-parent compact
- Hold an annual Title I meeting for parents (Town Hall, correspond with LCAP parent/guardian)
- Develop jointly with, and distribute to, parents of participating children a written parent involvement policy
- Submit biannual Consolidated Application to California Department of Education (CDE) requesting federal funds
- Complete and submit Local Education Agency (LEA) Plan to CDE
- Complete reform planning process with stakeholders and submit to CDE all appropriate documents for Title I School wide Program eligibility and status, if applicable; otherwise, identify and maintain roster of eligible students for the Title I Targeted Assistance School Program
- Maintain inventory of equipment purchased with categorical funds, where applicable
- Maintain appropriate time-reporting documentation, including semi-annual certification and personnel activity report, for staff funded with categorical resources, where applicable.

Formatted: Font: (Default) Calibri, Font color: Black, Pattern: Clear

Aspen Valley Prep’s Site Director bears primary responsibility for student recruiting and outreach, with support of VPA, Inc.’s Executive Director. In recognition of the fact that parents and students are the best ambassadors for our programs, parents of students at AVPA assist in outreach, including tours and open houses at the school. All families on the AVPA waiting list for enrollment will be informed about Aspen Meadow as another option, though both schools now maintain wait lists for enrollment.

I. OUTREACH CAMPAIGN

Aspen Valley Prep implements a student recruitment strategy that includes, but is not limited to, the following strategies designed to achieve a racial and ethnic, SWD and EL (including RFEP) balance that is reflective of the general population residing within the boundaries of the FUSD. Enrollment and recruiting advertisements for the school clearly state that the “school services students with disabilities in the least restricted environment.” Aspen Valley Prep conducts outreach in English and Spanish in order to ensure families with limited or no English proficiency are aware of our school and the opportunity to enroll.

Aspen Valley Prep holds at least one orientation meeting in English and Spanish per month in the three months preceding the annual lottery. The Site Director meets with community leaders and attends community events in the months leading up to the lottery, including:

- Local Council Members/Field Offices: Clint Olivier, Oliver Baines, Jim Patterson
- Neighborhood Association meetings and events, specifically: Lowell and Jefferson community groups
- Business Association meetings and events, specifically: Downtown Rotary Club, Cultural Arts Rotary Club, etc.
- Neighborhood Religious Institutions, specifically: CARE Fresno, Rescue the Children, Onramps Community Church, Bethany Inner City Church, Hope Now For Youth and others.

Formatted: Font: (Default) Overlock

Finally, as needed, [Aspen](#) Valley Prep staff and volunteers engage in door-to-door outreach and flying at local businesses surrounding the school (groceries/markets, laundromats, health clinics, etc.) to ensure that those “hardest to reach” families are informed about Valley Prep.

II. COMMUNITY PARTNERSHIPS

The Executive Director and/or Site Directors will leverage [AVPAAspen](#)’s existing partnerships and meet with additional community organizations regarding potential partnerships and assistance (ranging from posting and distributing flyers to hosting information sessions for the population they serve to collaboration on services for Valley Prep students). [Aspen](#) Valley Prep will participate in community events to distribute information about the school, including the numerous annual cultural festivals in Fresno, local farmer’s markets, and other community events. As the school grows, students may engage in service-learning projects at local middle and elementary schools (campus beautification, tutoring younger students, etc.), which will help to increase awareness about the school.

The Site Director may also seek media coverage and place advertising in appropriate local media. Social media including Facebook, Instagram, Twitter and more will be leveraged through student, parent and staff posts to help generate interest and excitement about our new school.

[Aspen](#) Valley Prep conducts outreach strategies as needed to recruit a student population that is reflective of the racial and ethnic balance of the District. The Site Director tracks all outreach activities and applications generated from each endeavor (where possible) in order to inform future outreach efforts that will yield the most success in generating a diverse school population. [AVPA](#) conducts student and parent surveys at least once annually which include questions that elicit satisfaction levels and suggestions to continually improve the school’s multicultural environment. [Our English Learner Advisory Committee \(ELAC\) helps school leadership evaluate our programs and services for students who are EL \(including RFEP\), including outreach practices and their efficacy in recruiting EL students.](#)

ELEMENT H: ADMISSIONS REQUIREMENTS

~~*“Admission policies and procedures, consistent with subdivision (e).” (Ed. Code § 47605(c)(5)(H).)*~~

Formatted: Font: (Default) +Body (Calibri)

~~*In accordance with AB 699 enacted on October 4, 2017, the school’s non-discrimination provision shall include immigration status.*~~

~~*“Admission requirements, if applicable.” Ed. Code § 47605(b)(5)(H).*~~

Aspen Valley Prep is an open enrollment, tuition-free public school with no specific requirements for admission (e.g., minimum grade point average, test scores, discipline records, etc.). ~~AVPA shall be nonsectarian in its programs, admission policies, employment practices, and all other operations.~~ Enrollment shall be open to any resident of the State of California. Aspen Valley Prep enrolls all pupils who wish to attend to the extent that space allows. CA Ed. Code § 47605~~(ed)~~(2)(A). If the number of students who wish to attend the school exceeds capacity, entrance shall be determined by single random public drawing in accordance with Education Code §47605(d)(2) and all federal requirements. ~~Preference shall be extended to pupils currently attending the charter school and pupils who reside in the school district except as provided for in Section 47614.5.~~

Aspen Valley Prep adheres to the provisions of the McKinney-Vento Homeless Assistance Act and ensure that each child of a homeless individual and each homeless youth has equal access to the same free, appropriate public education as provided to other children and youth.

Aspen Valley Prep shall not require a parent/legal guardian/student to provide information regarding a student’s disability, gender, gender identity, gender expression, nationality, legal or economic status, primary language or English Learner status, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, or any other information that would violate federal or state law, prior to admission, participation in any admissions or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment. It does not request or require submission of a student’s IEP, 504 Plan, or any other record or related information prior to admission, or as a condition of admission or enrollment. It may request information necessary to apply specific admissions preferences set forth in this charter.

No test or assessment shall be administered to students prior to acceptance and enrollment into the school. Post-matriculation, various assessments may be administered to further determine readiness or maintenance of the said grade. Post-matriculation testing is done for all students.

I. PUBLIC RANDOM DRAWING

Aspen Valley Prep has established an annual recruiting and admissions cycle, which includes reasonable time for all of the following: (1) outreach and marketing; (2) information sessions for students and parents held in English and Spanish at the school site; (3) an application period; (4) a lottery, if necessary; and (5) enrollment. The school may fill vacancies or openings that become available after this process using either a waiting list or any other non-discriminatory process.

Formatted: Font: (Default) Overlock

Should a random public drawing be necessary, [Aspen](#) Valley Prep shall conduct a disparate impact analysis to ensure that its lottery procedures and preferences do not result in a disparate impact relating to any of the following protected characteristics: actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics.

[AVPA](#), Inc. uses a standardized application form required of all prospective students. Included with the application form is an information sheet detailing the educational philosophy and other information about [Aspen](#) Valley Prep, along with details about the lottery procedures and timing (if necessary), including statement that parents need not attend to secure a space for their child.

Lottery Applications are made available in January and are due by March 31.

A. ADMISSION PROCESS AND OPEN ENROLLMENT

In order to be included in the admissions lottery (if a lottery is necessary), families must submit a Lottery Application form by the stated deadline that includes the student's name, grade, birthday, and contact information for the family. Application materials are available in English and Spanish. All interested families are required to submit a completed Lottery Application Form directly to the school before 4:30 p.m. on the date of the annual deadline, which will be clearly indicated on the form and in all communications and notices (websites, flyers, etc.). Submitted Lottery Application Forms will be date- and time-stamped and student names will be added to an application roster to track receipt. Families who apply after the enrollment deadline will be added to the wait list in the order the applications are received.

The open application period is advertised in English and Spanish through flyers, posters in prominent locations throughout the community, during informational meetings for parents, and announced on the school's website, as detailed in Element G.

Following the open enrollment period, applications are counted to determine if any grade level has received a number of applications that exceed available seats. If the number of students who have applied for any grade exceed capacity as of the date of the application deadline the school will hold a public random lottery to determine enrollment for the impacted grade level. In the event there are fewer Lottery Applications submitted than spaces available for a particular grade as of the application deadline, all applicants will be admitted and sent Enrollment Packets; the school will continue to conduct outreach and students will continue to be admitted on a first come-first served basis until the grade is full, with any additional applicants placed on a waiting list in the order they are received.

All admissions timelines will be subject to annual review and adjustment by the Board of Directors to meet the needs of the school while providing ample time for applicants. Changes will be reflected in adopted Board policies.

B. PUBLIC RANDOM DRAWING PROCEDURES

In the event a lottery is necessary, the lottery will be held in a public setting. Public notice will be posted with the date and time of the public drawing, in English and in Spanish, at least two weeks prior to the drawing. Public notice for the lottery will be distributed to families who have submitted applications and

will be posted at [Aspen](#) Valley Prep and on the school's website. Additionally, the date, time, and location of the lottery will be stated in the application and marketing materials. The lottery will take place at [Aspen](#) Valley Prep. The lottery will be held after school hours or in the evening. The lottery will be conducted by the Executive Director, or by his/her designated school employee(s). A representative from FUSD will be invited to attend to ensure the fairness and transparency of the lottery process.

In accordance with California Education Code and applicable federal guidance, the following students will be exempt from the lottery:

- (1) Current students enrolled in the school;
- (2) Siblings of enrolled students, including foster siblings;
- (3) Children of teachers or staff (not exceed 10% of student population).

Admissions preference will be given for the following applicants:

- (1) Children in foster care or who are homeless⁸
- (2) Residents of the District

No other admissions exemptions or preferences are assigned. In accordance with Section 49011, preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment. The VPA, Inc. Board may review and revise this preference policy as necessary for the well-being of the school.

Lottery spaces are drawn in order of grade level by the Director-designated lottery official, and recorded by a [VPA](#) employee. Once a grade level is drawn to capacity, applications continue to be drawn for position on a wait list. Students who are not granted enrollment for the next school year remain on the waiting list until the end of the school year for which the lottery was conducted unless otherwise requested by the parent to be taken off. Non-admitted students must reapply for the following year.

Lottery Application Forms, the manual record of all lottery participants and their assigned lottery numbers, and other lottery-related documents are physically filed on campus, and lottery results and waiting lists are readily available in the school's main office for inspection upon request. Each application is kept on file for the academic year with the applicant's assigned lottery number in the school database and on his or her enrollment application.

Parents are informed of lottery results in writing within 10 days of the lottery. Each student offered a space is required to complete an enrollment packet within two weeks of receiving the letter indicating that a spot is available for the student. The school will hold an information session after the lottery and before the Confirmation Deadline to supply additional information and to assist families in filling out forms.

The enrollment packet is comprised of the following:

- Completion of a student enrollment form
- Proof of Immunizations

⁸ "Homeless" will be defined – consistent with federal law -- as: children who are living in a sheltered or transitional temporary housing program, "doubled up" with another family due to economic hardship, or "unsheltered" (car/camp site).

- Home Language Survey
- Completion of Emergency Medical Information Form
- Proof of age requirements, e.g. birth certificate
- Application for Free or Reduced-Price Lunch
- Family Handbook

[Aspen](#) Valley Prep staff are available to assist families in completing the enrollment forms. An orientation meeting is held during the enrollment period (between notification and the Confirmation Deadline) to provide parents and students with more information about the school and answer their questions. Attendance is not required. Should a family decline the position, the next family on the list will be contacted until the open position is filled.

Should families not submit their enrollment forms within two weeks after acceptance from a lottery, their acceptance shall be forfeited.

C. WAIT LIST

The lottery is used to determine applicants' waitlist status. Those who apply after the lottery deadline are added to the end of the lottery waitlist in the order they are received. Vacancies that occur during the school year will be filled according to the wait list. When an offer occurs during the school year, families are contacted in the order of the wait list and typically will be given 48 hours to decide whether or not to accept a space at the school. In the event that no such wait list exists where the space is available, the space will be made available to the next interested family at the appropriate grade level.

The waitlist for the current school year remains active until [Aspen](#) Valley Prep's open enrollment period commences for the following year. Applications are only valid for the current year. Applicants must reapply for the lottery annually if the school is unable to offer them admission for the current year.

ELEMENT I: FINANCIAL AUDITS

“The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority.” Ed. Code § 47605(b)(5)(I).

I. INDEPENDENT FISCAL AUDITS

Each year, the [VPA](#), Inc. Board of Directors contracts with an independent auditor and oversees the completion of an annual audit of [Aspen Valley Prep](#)’s financial affairs. The Board will be responsible for contracting and overseeing the independent audit. The annual audit shall be conducted in compliance with the California Education Code 47605(c)(5)(I). The auditor selected will be certified by the State of California and approved by the State Controller on its published list as an educational audit provider. The audit will verify the accuracy of the school’s financial statements, attendance and enrollment accounting practices, internal controls and other key compliance matters.

Audits are conducted in accordance with generally accepted accounting principles applicable to the school and pursuant to applicable sections of the “standards and procedures for audits of California K–12 local educational agencies.” To the extent required under applicable federal laws for audits of the major federal programs, the audit scope will expand to be in compliance with the requirements described in the U.S. Office of Management and Budget (OMB) Circular A-133, audits of states, local governments, and nonprofit organizations. Should OMB Circular A-133 be rescinded, audits of the major federal programs will be conducted in compliance with standards and provisions approved by OMB.

The scope of the audit will include all elements mandated by the audit guide regulations promulgated by the Education Audit Appeals Panel as applicable to charter schools and any other elements as required by applicable law.

It is anticipated that the annual audit will be completed within four months of the close of the fiscal year and that a copy of the auditor’s findings will be forwarded to the FUSD, the County Superintendent of Schools, the State Controller, and the California Department of Education by the 15th of December each year. Upon receipt of any audit exceptions or deficiencies from the independent public accountant, the Executive Director will determine the appropriate corrective action and report the recommendations to the VPA, Inc. Board of Directors. The corrective action will then be taken in a timely manner and fully implemented prior to the end of the fiscal year following the year under audit. The Board will submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District. The independent fiscal audit is a public record, to be provided to the public upon request.

[Aspen Valley Prep](#) observes the following audit timeline:

- The VPA Board will appoint an Audit Committee of one or more persons by January 1 of each year.
- The Audit Committee may include persons who are not members of the board, but may not include any members of the staff of the corporation, including the Executive Director or Business Director. In addition, any person with expenditure authorization or recording responsibilities within the organization may not serve on the committee.

- The Audit Committee will be responsible for contracting with an audit firm by March 1 of each year, unless the existing contract is a multi-year contract.
- VPA, Inc.'s Executive Director, Business Director and back-office services provider work with the audit firm to provide the information they need.
- At the conclusion of the audit, the Executive Director and the Audit Committee will be responsible for reviewing the results of the annual audit, identify any audit exceptions or deficiencies, and report them to the VPA, Inc. Board of Directors with recommendations on how to resolve them.
- The Board will review and approve the audit no later than December 15.
- The Board will submit a report to the District describing how the exceptions or deficiencies, if any, have been or will be resolved to the satisfaction of the District along with an anticipated timeline. The Director will provide a final copy of the audit to FUSD, FCOE and the CDE as required, by the December 15 annual deadline.

II. INSURANCE

Aspen Valley Prep shall maintain finance general liability, workers compensation, and other necessary insurance of the types and in the amounts required for an enterprise of similar purpose and circumstance. Coverage amounts are based on recommendations provided by the authorizer and the Aspen Valley Prep's insurer. The authorizer shall be named as an additional insured on all policies of the charter school.

ELEMENT J: STUDENT SUSPENSION AND EXPULSION PROCEDURES

"The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that is consistent with all of the following:

Formatted: Font: (Default) +Body (Calibri)

(i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.

(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:

(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.

(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.

(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder, and shall inform the pupil, the pupil's parent or guardian, or the pupil's educational rights holder of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, 'involuntarily removed' includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii)." (Ed. Code § 47605(c)(5)(J).)

"The procedures by which pupils can be suspended or expelled." Ed. Code § 47605(b)(5)(J).

I. DISCIPLINE POLICY

VPA, Inc. believes that students learn best in an environment of clear expectations about behavioral and community norms that allows them to feel safe and nurtured. In order to maintain a positive learning community, VPA, Inc. has developed a comprehensive set of student discipline policies which in many respects are consistent with California Education Code Section 48900's requirements for school districts. VPA, Inc. has developed its own specific procedures for student suspension and expulsion. These policies are restorative and are fully detailed in [Aspen Valley Prep's Family Handbook](#). Each family receives a copy of these policies and verifies that they have reviewed them with their children at the time of enrollment or at the beginning of the school year.

Formatted: Font: (Default) Overlock

The school adhere the principles of Restorative Justice. All teachers receive extensive training in these practices, and the Site Director monitors consistent implementation across the school. Restorative Justice is focused on *prevention* of undesired behaviors through strategies such as:

Classroom

- Teacher Modeling
- Respect Agreements
- Restorative Discipline
- Greet & Meet
- Morning Leadership Meeting

School-wide

- Anti-Bullying Program
- Red-Ribbon Week (Drug Awareness)
- Leadership Assemblies (Quarterly)
- Class Leadership Presentations
- Parent Education- Counselor & Admin Quarterly
- Forgiveness Day
- Service Learning

Special Student Teams & Clubs

- Leadership Team (These teams make frequent mini-visits to classrooms during Morning Meetings)
- The Justice League (Peer Mediators, grades 6-8)
- Climate Changers Club (Rotating Team, grades 4-6, promotes positive environment)
- Green Team (After school, promotes care for school campus)
- Drama Club (After school, promotes presentations with positive messages)

When a conflict does arise, teachers may employ *redirection* strategies such as:

- Use proximity; teacher may walk over to student's area to get attention
- Look at the student with a slight head shake or facial gesture
- Point in direction of Respect Agreement
- Use a visual symbol signaling "STOP"
- Make a whole class reminder, "It looks like ALMOST everyone is ready to begin."
- Have classroom management systems in place to minimize distractions.

More significant conflicts warrant *intervention* strategies ranging from meetings with the student and his/her parents/guardian, recommitment to the Respect Agreement, a Behavioral Plan, etc., or, as needed, suspension or expulsion consistent with school policies and applicable laws.

Policies regarding suspension or expulsion conform to applicable state and federal laws regarding all students, including the Individuals with Disabilities Education Act (IDEA) and its amendments, Section 504 of the Rehabilitation Act, AB 602, and the ADA. The Site Director bears primary responsibility for

overseeing all student discipline, though the Academic Director also has the authority to suspend students.

The Discipline, Suspension and Expulsion Policy ("Policy") has been established to align in most material respects with Education Code Section 48900 *et seq.*, although [AVPA](#) is exempt from those and several other statutory provisions applicable to school districts (Ed. Code section 47610.) VPA, Inc. will review policies and procedures surrounding suspensions and expulsions at least once annually and, as necessary, modify the Policy accordingly. The Policy serves as [Aspen](#) Valley Prep's policy and procedures for student suspension and expulsion, and may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements.

[Aspen](#) Valley Prep staff shall enforce disciplinary rules and procedures fairly and consistently among all students. The Policy and its procedures are distributed as part of the Family Handbook and clearly describe discipline expectations.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

Each incident is addressed individually, though previous activities may be taken into account in order to determine the severity of the discipline assigned. Discipline begins with a meeting between the student and the Site Director or his/her designee. Following this meeting, several actions may occur, including but not limited to:

- Warning, both verbal and written
- Loss of privileges (e.g. extra-curricular activities)
- Notices to parents by telephone or letter
- Request for parent conference (including teachers, counselors, or administrators)
- Behavior contract
- Detention
- Suspension (including in-school suspensions)
- Expulsion

For students who are truant, tardy, or otherwise absent from assigned school activities, alternatives to suspension or expulsion are attempted first.

II. GROUNDS FOR IN-SCHOOL SUSPENSION, OUT-OF-SCHOOL SUSPENSION AND EXPULSION

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to:

- while on school grounds
- while going to or coming from school
- during the lunch period, whether on or off the school campus
- during, going to, or coming from a school-sponsored activity

A single suspension may not be issued for more than five consecutive school days. The total number of days for which a student, including students with a 504 Plan, may be suspended from school shall not exceed 20 days. Students with an IEP shall not be suspended for more than 10 school days in any school year.

A. ENUMERATED OFFENSES

Discretionary Suspension Offenses: Students *may* be suspended for any of the following acts when it is determined the pupil:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Knowingly received stolen school property or private property.
- l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- n) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- p) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.

Formatted: Font: (Default) Overlock

- q) Made terroristic threats against school officials and/or school property. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
- r) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- s) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
- 1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
- i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
 - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) “Electronic Act” means the creation and transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone,

Formatted: Font: (Default) Overlock

wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- i. A message, text, sound, or image.
- ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
- iii. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- v) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline.
- w) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Site Director or designee’s concurrence.
- x) Any other serious violation of AVPAValley Prep’s student rules of conduct or behavioral expectations.

Non-Discretionary Suspension Offenses: Students *must* be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Site Director or designee’s concurrence.

Discretionary Expellable Offenses: Students *may* be recommended for expulsion for any of the following acts when it is determined the pupil:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any

Formatted: Font: (Default) Overlock

kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.

- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) ~~Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.~~
- l) Knowingly received stolen school property or private property.
- m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- n) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- o) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
- r) Made terroristic threats against school officials and/or school property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.

- s) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u) Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- v) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
 - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
 - 2) "Electronic Act" means the creation and transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - i. A message, text, sound, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and

Formatted: Font: (Default) Overlock

- such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
- (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
- iii. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- w) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline.
- x) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Site Director or designee's concurrence.
- y) Any other serious violation of Valley Prep's student rules of conduct or behavioral expectations.

Non-Discretionary Expellable Offenses: Students *must* be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the pupil:

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Site Director or designee's concurrence.
- b) Brandishing a knife at another person.
- c) Unlawfully selling a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code.
- d) Committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900.
- e) Possession of an explosive

If it is determined by an Administrative Panel that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled.

The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device.

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

Formatted: Font: (Default) Overlock

B. IN-SCHOOL SUSPENSION

For in-school suspension, the student remains on campus for the length of the suspension. During in-school suspensions, teachers provide the students with assignments to complete by the end of the school day. If the student has questions about the assignments, the Site Director or other certificated personnel provide support. During the day of the suspension, the student's teachers address behaviors that may have contributed to the student's in-school suspension. In addition to completing assigned work, the student is required to complete a reflection addressing why the behavior occurred and what can be done in the future to ensure that the offense is not repeated.

III. SUSPENSION PROCEDURES

Suspensions shall be initiated according to the following procedures:

A. CONFERENCE

Suspension shall be preceded, if possible, by a conference conducted by the Site Director or designee with the student and his or her parent and, whenever practical, the teacher, supervisor or school employee who referred the student to the Site Director.

The conference may be omitted if the Site Director or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense. This conference shall be held within two school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization.

No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with school officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

B. NOTICE TO PARENTS/GUARDIANS

At the time of suspension, the Site Director or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If school officials ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

C. SUSPENSION TIME LIMITS/RECOMMENDATION FOR PLACEMENT/EXPULSION

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Site Director or designee, the pupil and the pupil's guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing.

This determination will be made by the Site Director or designee upon either of the following determinations: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the pupil or the pupil's parents, unless the pupil and the pupil's parents fail to attend the conference.

Upon request of a parent, a student who has been suspended for two or more schooldays will be provided with homework that the student would otherwise have been assigned. If a homework assignment that is turned into the teacher upon the student's return to school or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

Formatted: Font: (Default) Calibri

Formatted: Left, Space After: 0 pt, Border: Top: (No border), Bottom: (No border), Left: (No border), Right: (No border), Between : (No border)

D. SUSPENSION APPEAL

At the time the parent/guardian is informed of the decision to suspend, information is provided about their right to appeal a suspension, along with information about the appeal process. To initiate an appeal, the student or parent or guardian must contact the Executive Director in writing within three days of the date of the suspension. The Director will gather information from the Site Executive Director/designee, student, parent or guardian to determine whether or not the Site Director/designee suspended the student properly and followed all applicable procedures. The Executive Director will consider the reasons the family feels the suspension was incorrect or inappropriate, and may contact the family and/or school staff to clarify information. Based on the information submitted or requested, the Executive Director may make one of the following decisions regarding the suspension.

1. Uphold the suspension
2. Uphold the suspension but clear the student's record of the suspension at the end of the semester, if the student has no additional discipline problems at the school.
3. Determine that the suspension was not within the school's guidelines, overturn the suspension, and order that all records and documents regarding the disciplinary proceeding be destroyed. No information regarding the suspension will be placed in the student's permanent record, or shared with anyone not directly involved in the proceedings.

The Executive Director will mail a copy of the decision to the student and/or parent or guardian within five days of the issuing the decision. A copy of the decision is also emailed to the school Site Director. The Executive Director's decision is final.

IV. EXPULSION PROCEDURES

Formatted: Font: (Default) Overlock

A. AUTHORITY TO EXPEL

A student may be expelled following a hearing before an Administrative Panel on the recommendation from the Site Director. The Administrative Panel will consist of up to three members, who are certificated and neither a teacher of the pupil nor a member of the VPA Board of Directors. The Board or the Directors will appoint an Administrative Panel. The Administrative Panel may expel a student found to have committed an expellable offense.

A student and his or her parents may appeal an expulsion decision by the Administrative Panel to the Charter School's Board, which will make the final determination.

B. HEARING PROCEDURES

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. If requested by the student, and unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Site Director determines that the Pupil has committed an expellable offense and recommends the student for expulsion.

The Administrative Panel will hold a hearing on the case, and will make a determination whether to expel. The hearing shall be held in a confidential setting.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the school's disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the school to any other school district or school to which the student seeks enrollment;
5. The opportunity for the student or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

If a foster youth, as defined in Education Code section 48853.5, is recommended for expulsion, the notice of hearing must also be provided to the student's attorney and an appropriate representative of the county child welfare agency at least ten (10) days prior to the date of the hearing. The notice may be made using the most cost-effective method possible, which may include, but is not limited to, electronic mail or a telephone call.

Formatted: Font: (Default) +Body (Calibri)

If a homeless youth, as defined in 42 USC section 11434a(2), is recommended for expulsion, the notice of hearing must also be provided to AVPA's designated homeless liaison at least ten (10) days prior to the

Formatted: Font: (Default) +Body (Calibri)

Formatted: Font: (Default) Overlock

date of the hearing. The notice may be made using the most cost-effective method possible, which may include, but is not limited to, electronic mail or a telephone call.

C. SPECIAL PROCEDURES FOR EXPULSION HEARINGS INVOLVING SEXUAL ASSAULT OR BATTERY OFFENSES

AVPA may determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations which shall be examined only by the Board of Directors and/or Administrative Panel. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil. The Administrative Panel shall be guided by the following principles:

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days' notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. The school will also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the Administrative Panel, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
4. The Administrative Panel may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The Administrative Panel may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The Administrative Panel may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
7. If one or both of the support persons is also a witness, the school shall present evidence that the witness' presence is both desired by the witness and will be helpful to the school. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
9. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be

Formatted: Font: (Default) Overlock

provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

D. RECORD OF HEARING

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete record of the proceedings can be made.

E. INVOLUNTARY STUDENT DISENROLLMENT, DISMISSAL, OR TRANSFER

No student shall be involuntarily removed by AVPA for any reason unless the parent or guardian of the student has been provided written notice in-person and/or by mail or email of intent to remove the student no less than five (5) schooldays before the effective date of the action. The written notice shall be in the native language of the student or the student's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform him or her of the right to request a hearing adjudicated by a neutral officer before the effective date of the action. If a hearing is requested, the student will remain enrolled at AVPA until the school issues a final decision. For purposes of this charter, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions for disciplinary reasons.

Formatted: Heading 3, Indent: Hanging: 0.25", Outline numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.63" + Indent at: 0.44"

Formatted: Font:

E.F. PRESENTATION OF EVIDENCE

While judicial rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs.

Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses.

The decision of the Administrative Panel shall be in the form of written findings of fact regarding the expulsion. The final decision by the Administrative Panel shall be made within ten (10) school days following the conclusion of the hearing.

If the Administrative Panel decides not to recommend expulsion, the pupil shall immediately be returned to his/her educational program at the school.

F.G. WRITTEN NOTICE TO EXPEL

The Site Director or designee following a decision of the Administrative Panel to expel shall send written notice of the decision to expel, including the Administrative Panel's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following:

1. Notice of the specific offense committed by the student
2. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.

Formatted: Font: 11 pt

Formatted: Font: (Default) Overlock

3. Notice of any appeal options
4. Information about alternative placement options

The Site Director or designee shall send a copy of the written notice of the decision to expel to the student's district of residence and the authorizer. This notice shall include the following:

1. The student's name
2. The specific expellable offense committed by the student

V. EXPULSION APPEAL

If a pupil is expelled, the pupil or the pupil's parent or guardian may, within 10 calendar days following the written notice to expel, file a written appeal, requesting the Board reconsider the expulsion determination. The Board of Directors will consider the appeal in closed session at its next regularly scheduled board meeting or as soon as practicable. The Board will consider all information and evidence contained in the record from the expulsion hearing. The Board will inform the parent and student in writing within five (5) days of its decision. The decision of the Board of Directors is final.

The Board shall hear an appeal of an expulsion order in closed session. During closed session, if the Board admits any representative of the pupil or the Charter School, the Board shall, at the same time, admit representatives from the opposing party.

The Board shall determine the appeal from a pupil expulsion upon the record of the hearing before the Administrative Panel, together with such applicable documentation or regulations as may be ordered. The review by the Board shall be limited to the following questions:

1. Whether the Administrative Panel acted without or in excess of its jurisdiction.
2. Whether there was a fair hearing before the Administrative Panel.
3. Whether there was a prejudicial abuse of discretion in the hearing.
4. Whether there is relevant and material evidence which, in the exercise of reasonable diligence, could not have been produced or which was improperly excluded at the hearing before the Administrative Panel.

A Board may not recommend reversing the decision of the Administrative Panel to expel a pupil based upon a finding of an abuse of discretion unless the Board also determines that the abuse of discretion was prejudicial.

The decision of the Board shall be limited as follows:

- (a) If the Board finds that relevant and material evidence exists which, in the exercise of reasonable diligence, could not have been produced or which was improperly excluded at the hearing before the Administrative Panel, the Board may reconsider the matter and may in addition recommend the pupil reinstated pending the reconsideration.
- (b) In all other cases, the shall either affirm or reverse the decision of the Administrative Panel. The decision of the Board will be final.

VI. EXPELLED PUPILS/ALTERNATIVE EDUCATION

The school will help provide the parent necessary information and a list of placement options. Pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence.

VII. DISCIPLINARY RECORDS

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the authorizer upon request.

VIII. SPECIAL PROCEDURES FOR THE CONSIDERATION OF SUSPENSION AND EXPULSION OF STUDENTS WITH DISABILITIES

The Charter School shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student who the Charter School or SELPA would be deemed to have knowledge that the student had a disability.

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;

- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the Charter School, the hearing officer shall determine whether the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, whichever occurs first, unless the parent and the Charter School agree otherwise.

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Site Director or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 USC 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 USC 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

A student who has not been identified as an individual with disabilities pursuant to IDEIA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred. The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

Formatted: Left

Formatted: Font: (Default) Overlock

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent has requested an evaluation of the child.
- c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

Formatted: Left

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEIA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

Formatted: Font: (Default) Overlock

ELEMENT K: RETIREMENT PROGRAMS

"The manner ~~by~~ⁱⁿ which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security." Ed. Code § 47605(~~bc~~)(5)(K).

I. CERTIFICATED STAFF

All certificated employees who are eligible shall participate in the State Teachers' Retirement System (STRS); VVPA, Inc. coordinates such participation, as appropriate, with the social security system or other reciprocal systems. Eligible certificated employees as participants in the STRS contribute the required percentage (currently 8%), and VVPA, Inc. contributes the employer's portion required by STRS (currently 8.25%). All withholdings from employees are forwarded to the STRS Fund as required. Employees accumulate service credit years in the same manner as all other members of STRS. VPA, Inc. shall forward any required payroll deductions and related data to FCOE as required by Education Code §47611.3. The Executive Director, working in conjunction with the school's contracted business service provider, shall be responsible for ensuring that the forwarding arrangements occur in a timely, compliant manner.

II. CLASSIFIED STAFF

All other staff shall participate in federal Social Security and other school-sponsored retirement plans according to policies adopted by the Board of Directors for the school's employees. VPA, Inc. offering a 403b plan to all employees and makes a contribution to 403b plans of non-STRS eligible employees to supplement Social Security, in an amount determined annually by the VPA, Inc. Board of Directors.

III. RESPONSIBLE STAFF MEMBER

The Executive Director, working in conjunction with the school's contracted business services and payroll provider(s), is responsible for ensuring that appropriate arrangements for the aforementioned coverage are made, and that all required reports to the District, FCOE and others are submitted in a timely an accurate fashion.

ELEMENT L: PUBLIC SCHOOL ATTENDANCE ALTERNATIVES

"The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools." Ed. Code § 47605(b)(5)(L).

No student shall be required to attend AVPA. Students who opt not to attend Aspen Valley Prep may attend other district schools or pursue an inter- or intra-district transfer in accordance with existing enrollment and transfer policies of their district or country of residence.

The parent or guardian of each pupil enrolled in the charter school shall be informed during open enrollment that the pupil has no right to admission in a particular school of any local education agency (or program of any local education agency) as a consequence of enrollment in the charter school, except to the extent that such a right is extended by the local education agency.

ELEMENT M: EMPLOYEE RETURN RIGHTS

~~*“The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school.” (Ed. Code § 47605(c)(5)(M).)*~~

Formatted: Font: (Default) +Body (Calibri)

~~*“A description of the rights of any employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school.” Ed. Code § 47605(b)(5)(M).*~~

No public school district employee shall be required to work at [Aspen](#) Valley Prep. Employees of the authorizer who choose to leave the employment of the authorizer to work at [AVPA](#) have no automatic rights of return to the authorizer after employment by the [AVPA](#) unless specifically granted by the authorizer through a leave of absence or other agreement. [Aspen](#) Valley Prep employees shall have any right upon leaving the authorizer to work at [Aspen](#) Valley Prep that the authorizer may specify, any rights of return to employment in a school district after employment at [Aspen](#) Valley Prep that the authorizer may specify, and any other rights upon leaving employment to work at [Aspen](#) Valley Prep that the authorizer determines to be reasonable and not in conflict with any law.

All employees of VPA, Inc. are considered the exclusive employees of VPA, Inc. and not of the authorizer, unless otherwise mutually agreed in writing. Sick or vacation leave or years of service credit at the authorizer or any other school district will not be transferred to VPA, Inc. Employment by the VPA, Inc. provides no rights of employment at any other entity, including any rights in the case of closure of [Aspen](#) Valley Prep.

Formatted: Font: (Default) Overlock

ELEMENT N: DISPUTE RESOLUTION

"The procedures to be followed by the charter school and the ~~entity granting the charter~~chartering authority to resolve disputes relating to provisions of the charter." Ed. Code § 47605(~~bc~~)(5)(N).

Participation in any dispute resolution procedure is entirely voluntary for the District to the extent the District is carrying out its oversight responsibilities, up to and including revocation of the charter petition.

Aspen Valley Prep has adopted a Uniform Complaint Procedure and has provided the District with information regarding this procedure. The District, as part of its oversight responsibilities, will be notified of any concerns and/or complaints that provide reasonable cause to believe that a violation of the charter petition or related laws or agreements has occurred. In such situations, the District may intervene to assist in resolution of the complaint.

The parties shall exchange information as necessary to avoid disputes and assist in curing disputes and shall use their best efforts to resolve disputes between them at the earliest possible time.

Any formal dispute resolution procedures entered into between the District and Aspen Valley Prep may be conducted in accordance with the procedures set forth below:

1) Any dispute shall be made in writing ("Written Notification"). The Written Notification must identify the nature of the dispute and any supporting facts. The Written Notification shall be tendered to the other party by personal delivery, by facsimile, by electronic mail or by certified mail. The Written Notification shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00 PM, or otherwise on the business day following personal delivery; (b) if by facsimile or electronic mail, upon electronic confirmation of receipt if delivered by 5:00 PM, or otherwise on the business day following transmission; or (c) if by mail, two (2) business days after deposit in the U.S. Mail. All written notifications and other notices shall be addressed as follows:

To Charter School:

Executive Director
Aspen Valley Preparatory Academy, Inc.
4221 N. Hughes Fresno, CA 93705

To District:

Superintendent
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

2) A written response ("Written Response") shall be tendered to the other party within twenty (20) business days from the date of receipt of the Written Notification. The parties agree to schedule a conference to discuss the Dispute identified in the Written Notice ("Issue Conference"). The Issue Conference shall take place within fifteen (15) business days from the date the Written Response is received by the other party. The Written Response may be tendered to the other party by personal

delivery, by facsimile, by electronic mail or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00 PM, or otherwise on the business day following personal delivery; (b) if by facsimile or electronic mail, upon electronic confirmation of receipt if delivered by 5:00 PM, or otherwise on the business day following transmission; or (c) if by mail, two (2) business days after deposit in the U.S. Mail.

3) If the dispute cannot be resolved by mutual agreement at the Issue Conference, either party may then request that the dispute be resolved by mediation. Each party shall bear its own attorneys' fees, costs and expenses associated with the mediation. The mediator's fees and the administrative fees of the mediation shall be shared equally among the parties. Mediation proceedings shall commence within 120 days from the date of either party's request for mediation following the Issue Conference. The parties shall mutually agree upon the selection of a mediator to resolve the dispute. The mediator may be selected from the approved list of mediators prepared by the American Arbitration Association. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.

4) If the mediation is not successful, then the parties agree to resolve the dispute by binding arbitration conducted by a single arbitrator. Unless the parties mutually agree otherwise, arbitration proceedings shall be administered in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitrator must be an active member of the State Bar of California or a retired judge of the state or federal judiciary of California. Each party shall bear its own attorney's fees, costs and expenses associated with the arbitration. The arbitrator's fees and the administrative fees of the arbitration shall be shared equally among the parties. However, any party who fails or refuses to submit to arbitration as set forth herein shall bear all attorney's fees, costs and expenses incurred by such other party in compelling arbitration of any controversy or claim.

Nothing in this Charter restricts the District's ability to initiate revocation proceedings in accordance with Education Code section 47607 and regulations sections 11968.5.2 and 11968.5.3.

ELEMENT O: CHARTER SCHOOL CLOSURE

~~*“The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records.” (Ed. Code § 47605(c)(5)(O).)*~~

Formatted: Font: (Default) +Body (Calibri)

~~*“A description of the procedures to be used if the charter school closes. The procedures shall ensure a final audit of the school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records.” Ed. Code § 47605(b)(5)(P).*~~

The following procedures constitute the “Closure Protocol” and shall apply in the event AVPA ceases to be a charter school or otherwise closes for any reason:

Any decision to close AVPA as a charter school operating pursuant to this Charter shall be documented by official action (“closure action”) of VPA, Inc., and will identify the person or entity responsible for all closure-related activities and actions. The action will identify the reason for closure (e.g., decision not to renew as a charter school). The Closure Action shall be deemed to have been automatically made if any of the following occur: the Charter is revoked or non-renewed and AVPA has exhausted all appeal procedures to county and state boards of education, VPA, Inc. votes to close AVPA, or the Charter lapses. In the event of a Closure Action, the following steps shall be implemented, which follow the procedures and requirements set forth in Education Code section 47605(~~cb~~)(5)(P) and regulations sections 11962 and 11962.1.

VPA, Inc. will notify the authorizer of the determination of the Closure Action and of the effective date of the closure as a charter school within 72 hours of the Closure Action.

VPA, Inc. will provide written notification to the home districts of students within 72 hours of the determination of the Closure Action.

Written notification of the Closure Action and the effective date of closure of AVPA shall be made by VPA, Inc. to the California Department of Education, the Fresno County Office of Education, the California Department of Education, the SELPA in which AVPA participates, and the retirement systems in which Aspen Valley Prep’s employees participate, by registered mail within 72 hours of the Closure Action.

On closure, VPA, Inc. shall remain solely responsible for all liabilities arising from the operation of the Charter School.

VPA, Inc. will ensure notification to the parents and students of Aspen Valley Prep of the closure and provide information to assist parents and students in locating suitable alternative programs. This notice will be provided within 72 hours of the Closure Action. The written notification shall include information on assistance in transferring each student to another appropriate school, and a process for the transfer of all student records. Parents/guardians will also be provided with student information that includes grade reports, discipline records, immunization records, and completed coursework.

Formatted: Font: (Default) Overlock

Aspen Valley Prep will provide parents, students and the receiving school districts with copies of all appropriate student records within seven calendar days from the determination of the Closure Action or within seven days of the last student attendance day at AVPA if AVPA is to remain open as a charter school beyond the date that a Closure Action is determined, and will otherwise assist students in transferring to other schools. All transfer of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA") 20 USC §1232g. Aspen Valley Prep will ask the District to store as necessary original records of its students.

As soon as is reasonably practical, VPA, Inc. will prepare final financial records. VPA, Inc. will also have an independent audit (which may also serve as the annual audit) completed by an independent auditor as soon as is reasonably practical, but in no case later than six months after closure. The audit must include at least the following (i) All information required of in an annual audit; (ii) An accounting of all assets, including cash and accounts receivable and an inventory of property, equipment and supplies; (iii) 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; (iv) An assessment of the disposition of any restricted funds received by or due to AVPA, and (v) A delineation of the disposition of all assets and liabilities. Any liability or debt incurred by AVPA shall be the responsibility of VPA, Inc. and not the District. VPA, Inc. understands and acknowledges that it will cover the outstanding debts or liabilities of AVPA. Any unused special education related funds will be returned to the SELPA, and other categorical funds will be returned to the source of funds as required by applicable law.

For a minimum of six calendar months from the later of the Closure Action or effective date of the closure, whichever comes first, sufficient staff as may be allowed by the budget and remaining assets will maintain employment to take care of all necessary tasks and procedures required for smooth closing of the School and student transfers.

VPA, Inc. shall adopt a plan for wind-up of the School and, if necessary, the corporation, in accordance with the requirements of the Corporations Code.

In addition to the final audit, Aspen Valley Prep shall also submit any required year-end financial reports to the California Department of Education, the County Superintendent of Schools, and the District, in the form and timeframe required, including, but not limited to, those required by Education Code §47604.33.

AVPA may use, but is not limited to, reserves normally maintained for contingencies and emergencies to fund closure proceedings.

This Closure Protocol shall survive the revocation, expiration, termination, cancellation of this charter or any other act or event that would end VPA, Inc.'s right to operate as a charter school pursuant to this Charter or cause AVPA to cease operation.

Upon the dissolution of the corporation if applicable, after paying or adequately providing for the debts and obligations of the corporation (including any obligations requiring the return of grant funds on the dissolution of the corporation), any capital assets, including facilities or property, purchased in whole or part with public funds shall be distributed in accordance with the articles of incorporation and bylaws to either (i) such organization organized and operated exclusively for educational purposes which has established its tax exempt status under § 501(c)(3) of the Internal Revenue Code of 1986, as amended,

(or the corresponding provision of any future United States Internal Revenue Law), or (ii) a state or political subdivision of a state of the United States to be used exclusively for public purposes.

ADDITIONAL PROVISIONS

I. FINANCIAL PLANNING, REPORTING AND ACCOUNTABILITY

Governing Law: The petitioner or petitioners shall also be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cash-flow and financial projections for the first three years of operation. Education Code Section 47605-6(h)

Attached, as Appendix A, please find a detailed five-year budget that includes revenue and expense projections, plus monthly cash-flows for one year, and an explanation of the assumptions used in preparing the budget. These documents are based upon the best data available to the Petitioners at this time.

The Charter School shall provide reports to the authorizer as follows, and may provide additional fiscal reports as requested by the authorizer:

- By July 1, an annual update required pursuant to Education Code Section 47606.5.
- By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of the Charter School's annual, independent financial audit report for the preceding fiscal year shall be delivered to the authorizer, County, State Controller, California Department of Education and County Superintendent of Schools.
- By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
- By September 15, a final unaudited report for the full prior year. The report submitted to the authorizer shall include an annual statement of all the Charter School's receipts and expenditures for the preceding fiscal year.

II. IMPACT STATEMENT/FACILITIES:

Governing Law: The county board of education shall require that the petitioner or petitioners provide information regarding potential civil liability effects, if any, upon the school, any school district where the charter school may operate and upon the county board of education. Education Code Section 47605-6(h)

Governing Law: [T]he facilities to be used by the charter school ... The description of the facilities to be used by the charter school shall specify where the school intends to locate. Ed. Code § 47605(h).

Aspen Valley Prep is operated by a California non-profit public benefit corporation, VPA, Inc. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(ed), an entity that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors or omissions by the charter school if the authority has complied with all oversight responsibilities required by law. [Aspen Valley Prep](#) shall work diligently to assist the authorizer in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other authorizer-requested protocol to ensure the authorizer shall not be liable for the operation of the Charter School.

Further, the Charter School and the authorizer may enter into a memorandum of understanding, wherein the Charter School shall indemnify the authorizer for the actions of the Charter School under this charter.

The corporate bylaws of the Charter School shall provide for indemnification of the Charter School's Board, officers, agents, and employees, and the Charter School has purchased general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts will be determined by recommendation of the authorizer and the Charter School's insurance company for schools of similar size, location, and student population. The authorizer shall be named an additional insured on the general liability insurance of the Charter School.

The Charter School Board has instituted appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

Valley Prep is located in a private/non-district facility: 4221 North Hughes Avenue, Fresno, CA 93705. This facility is leased from Jacquelyn Gates LLC and includes approximately 30,000 square feet of indoor space on a 2.26 acre lot. There are 20 classrooms, 7 offices, 1 cafeteria and gymnasium. VPA currently has a 15 year lease for the facility, scheduled to end in 2027.

III. SELPA

As detailed in Element A, *Section X: Special Needs: Valley Prep Address The Needs Of All Sub-Groups, Including At-Risk Students, Subsection E: Students with Disabilities*, [Aspen Valley Prep](#) is an LEA member of the El Dorado SELPA, which provides cost-effective and consistent special education services. As its own LEA and member of a SELPA, [Aspen Valley Prep](#) works in cooperation with all local and state agencies to ensure that a free and appropriate education is provided to all students with exceptional needs. [Aspen Valley Prep](#) complies with all regulatory special education requirements of the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and any other civil rights enforced by the U.S. Department of Education Office of Civil Rights (OCR). Furthermore, [Aspen Valley Prep](#) complies with all provisions of AB 602, applicable SELPA guidelines, and additional federal and state laws that apply to it pertaining special education students.

Per federal law, all students with disabilities are fully integrated into the programs of [AVPA](#), with the necessary materials, mandated services, and equipment to support their learning. [AVPA](#) meets all the requirements mandated within a student's Individual Education Plan (IEP). [Aspen Valley Prep Academy](#) includes all special needs students with non-disabled peers to the maximum extent appropriate according to their IEPs. Please see Element A, *Section X: Special Needs: Valley Prep Address The Needs*

Of All Sub-Groups, Including At-Risk Students, Subsection E: Students with Disabilities for further details about [VPA's](#) program for students with disabilities.

IV. ADMINISTRATIVE SERVICES

Governing Law: The county board of education shall require that the petitioner or petitioners provide information regarding the manner in which administrative services of the school are to be provided. Education Code Section 47605-6(h)

[Aspen](#) Valley Prep receives its administrative services including, but not limited to, financial management, personnel, and instructional program development either through its own staff, the staff of VPA, Inc. and through an appropriately qualified third-party contractor.

V. INSURANCE

The Charter School has finance general liability, workers compensation, and other necessary insurance of the types and in the amounts required for an enterprise of similar purpose and circumstance. Coverage amounts are based on recommendations provided by the authorizer and the Charter School's insurer. The authorizer is named as an additional insured on all policies of the Charter School.

APPENDIX A: BUDGET

Commented [TKK1]: Need to replace with revised budget – do you just provide this one page synopsis? Not more detail??

	2017-18	2018-19	2019-20	2020-21	2021-22
	Forecast	Forecast	Forecast	Forecast	Forecast
ADA	364.80	389.50	414.20	416.10	418.00
Revenues					
State Aid - Revenue Limit					
8011 LCFF State Aid	2,834,047	3,328,319	3,936,177	3,953,902	3,971,956
8012 Education Protection Account	434,301	221,773	-	-	-
8096 In Lieu of Property Taxes	267,705	285,831	303,957	305,351	306,745
	3,536,053	3,835,923	4,240,134	4,259,253	4,278,702
Federal Revenue					
8181 Special Education - Entitlement	44,213	47,207	50,200	50,430	50,661
8220 Federal Child Nutrition	93,902	100,260	106,618	107,107	107,596
8290 Title I, Part A - Basic Low Income	114,987	122,773	130,558	131,157	131,756
8291 Title II, Part A - Teacher Quality	1,687	1,801	1,915	1,924	1,933
	254,789	272,040	289,292	290,619	291,946
Other State Revenue					
8311 State Special Education	183,494	195,918	208,342	209,298	210,254
8520 Child Nutrition	8,698	9,287	9,876	9,921	9,966
8545 School Facilities (SB740)	128,520	131,090	133,712	136,386	139,114
8550 Mandated Cost	4,921	5,107	5,453	5,799	5,825
8560 State Lottery	68,947	73,615	78,284	78,643	79,002
8599 Other State Revenue	113,941	113,941	113,941	113,941	113,941
	508,521	528,959	549,608	553,988	558,102
Other Local Revenue					
8634 Food Service Sales	7,251	7,742	8,233	8,271	8,308
8660 Interest Revenue	563	601	639	642	645
8689 Other Fees and Contracts	10,125	10,811	11,496	11,549	11,602
8699 School Fundraising	28,653	30,593	32,533	32,682	32,832
	46,592	49,747	52,901	53,144	53,387
Total Revenue	\$ 4,345,955	\$ 4,686,669	\$ 5,131,935	\$ 5,157,004	\$ 5,182,136
Expenses					
Certificated Salaries					
1100 Teachers' Salaries	1,141,591	1,243,264	1,348,547	1,381,828	1,415,900
1170 Teachers' Substitute Hours	15,000	16,336	17,719	18,157	18,604
1175 Teachers' Extra Duty/Stipends	33,822	36,834	39,954	40,940	41,949
1200 Pupil Support Salaries	214,449	233,548	253,326	259,578	265,978
1300 Administrators' Salaries	189,500	193,290	197,156	201,099	205,121
1900 Other Certificated Salaries	24,300	26,464	28,705	29,414	30,139
	1,618,662	1,749,737	1,885,407	1,931,014	1,977,692
Classified Salaries					
2100 Instructional Salaries	230,661	251,204	272,477	279,201	286,086
2200 Support Salaries	115,320	125,591	136,226	139,588	143,030
2300 Classified Administrators' Salaries	202,866	206,923	211,062	215,283	219,589
2400 Clerical and Office Staff Salaries	116,752	127,150	137,918	141,321	144,806
2900 Other Classified Salaries	99,461	108,319	117,492	120,392	123,360
	765,060	819,188	875,175	895,785	916,871
Benefits					
3101 STRS	235,406	284,857	341,824	368,824	377,739
3301 OASDI	44,748	48,225	51,823	53,066	54,338
3311 Medicare	27,401	29,530	31,733	32,494	33,273
3401 Health and Welfare	315,000	339,474	364,801	373,551	382,506
3501 State Unemployment	36,701	39,552	42,503	43,523	44,566
3601 Workers' Compensation	31,342	33,777	36,297	37,168	38,059
	690,598	775,415	868,981	908,625	930,480

Formatted: Font: (Default) Overlock

	2017-18	2018-19	2019-20	2020-21	2021-22
	Forecast	Forecast	Forecast	Forecast	Forecast
Books and Supplies					
4100 Textbooks and Core Curricula	38,320	41,733	45,267	46,384	47,528
4200 Books and Other Materials	4,896	5,332	5,784	5,926	6,072
4302 School Supplies	118,661	129,229	140,173	143,632	147,174
4303 Special Activities/Field Trips	9,282	10,109	10,965	11,235	11,512
4400 Noncapitalized Equipment	63,000	68,611	74,421	76,258	78,138
4700 Food Services	116,483	126,857	137,600	140,996	144,472
	350,642	381,871	414,209	424,431	434,897
Subagreement Services					
5102 Special Education	51,211	55,772	60,495	61,988	63,516
	51,211	55,772	60,495	61,988	63,516
Professional/Consulting Services					
5801 IT	23,074	23,535	24,006	24,486	24,976
5802 Audit & Taxes	13,395	13,663	13,936	14,215	14,499
5803 Legal	7,631	7,784	7,939	8,098	8,260
5804 Professional Development	38,097	38,859	39,636	40,429	41,237
5805 General Consulting	33,716	34,390	35,078	35,780	36,495
5810 Payroll Service Fee	4,131	4,499	4,880	5,000	5,124
5811 Management Fee	78,554	84,517	92,309	92,748	93,187
5812 District Oversight Fee	35,361	38,359	42,401	42,593	42,787
5814 SELPA Fees	25,048	25,549	26,060	26,581	27,113
	259,007	271,155	286,246	289,929	293,679
Facilities, Repairs and Other Leases					
5601 Rent	171,360	174,787	178,283	181,849	185,486
5603 Equipment Leases	36,924	37,662	38,416	39,184	39,968
5610 Repairs and Maintenance	35,000	35,700	36,414	37,142	37,885
	243,284	248,150	253,113	258,175	263,338
Operations and Housekeeping					
5201 Auto and Travel	10,000	10,200	10,404	10,612	10,824
5300 Dues & Memberships	13,300	13,566	13,837	14,114	14,396
5400 Insurance	31,000	31,620	32,252	32,897	33,555
5501 Utilities	15,500	15,810	16,126	16,449	16,778
5502 Janitorial/Trash Removal	42,600	43,452	44,321	45,207	46,112
5510 Office Expense	15,000	15,300	15,606	15,918	16,236
5511 Postage and Shipping	1,600	1,632	1,665	1,698	1,732
5512 Printing	5,200	5,304	5,410	5,518	5,629
5514 Bank Charges	2,500	2,550	2,601	2,653	2,706
5515 Public Relations/Recruitment	5,200	5,304	5,410	5,518	5,629
5516 Miscellaneous Expense	400	408	416	424	433
5900 Communications	8,100	8,262	8,427	8,596	8,768
	150,400	153,408	156,476	159,606	162,798

Formatted: Font: (Default) Overlock

	2017-18	2018-19	2019-20	2020-21	2021-22
	Forecast	Forecast	Forecast	Forecast	Forecast
Total Expenses	\$ 4,128,864	\$ 4,454,695	\$ 4,800,101	\$ 4,929,554	\$ 5,043,271
Surplus (Deficit)	\$ 217,091	\$ 231,973	\$ 331,834	\$ 227,450	\$ 138,866
Fund Balance, Beginning of Year	\$ 721,490	\$ 938,581	\$ 1,170,554	\$ 1,502,388	\$ 1,729,838
Fund Balance, End of Year	\$ 938,581	\$ 1,170,554	\$ 1,502,388	\$ 1,729,838	\$ 1,868,704
	22.7%	26.3%	31.3%	35.1%	37.1%
Cash Flow Adjustments					
Surplus (Deficit)	217,094	231,973	331,834	227,450	138,866
Cash Flows From Operating Activities					
Public Funding Receivables	19,184	4,947	(10,413)	(5,201)	(4,926)
Accounts Payable	(130)	14,247	15,159	5,516	4,304
Cash Flows From Financing Activities					
Proceeds(Payments) on Debt	(176,472)	-	-	-	-
Total Change in Cash	59,676	251,167	336,580	227,765	138,244
Cash, Beginning of Year	69,804	129,480	380,647	717,227	944,992
Cash, End of Year	\$ 129,480	\$ 380,647	\$ 717,227	\$ 944,992	\$ 1,083,236

APPENDIX B: AFFIRMATIONS AND ASSURANCES

As the authorized lead petitioner, I, Shelly Lether, hereby certify that the information submitted in this renewal petition for the California public charter school currently named Valley Preparatory Academy ("Valley Prep" or "VPA" or "school") with a proposed name change to Aspen Valley Prep Academy, located at 4221 N Hughes Ave, Fresno, CA 93705 within the boundaries of the Fresno Unified School District ("FUSD" or the "District") is true to the best of my knowledge and belief; I also certify that this renewal petition does not constitute the conversion of a private school to the status of a public charter school; and further, I understand that if awarded charter renewal, the school will follow any and all federal, state, and local laws and regulations that apply to it, including but not limited to:

- The Charter School shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Sections 60605 and 60851, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(c)(1)]
- The Charter School shall be deemed the exclusive public school employer of the employees of Valley Prep for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(b)(5)(O)]
- The Charter School shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall not charge tuition. [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall admit all students who wish to attend the Charter School, and who submit a timely application; unless the Charter School receives a greater number of applications than there are spaces for students, in which case each application will be given equal chance of admission through a public random drawing process.
- Except as required by Education Code Section 47605(d)(2), admission to the Charter School shall not be determined according to the place of residence of the student or his or her parents within the State.
- Preference in the public random drawing shall be given in accordance with Education Code Section 47605(d)(2)(B). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605(d)(2)(C). [Ref. Education Code Section 47605(d)(2)(A)-(C)]
- The Charter School shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(d)(1)]

- ~~The Charter School shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities in Education Improvement Act of 2004.~~
- ~~The Charter School shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]~~
- ~~The Charter School shall ensure that teachers in the Charter School hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools is required to hold. As allowed by statute, flexibility will be given to noncore, non-college preparatory teachers. [Ref. California Education Code Section 47605(l)]~~
- ~~The Charter School shall at all times maintain all necessary and appropriate insurance coverage.~~
- ~~The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A) (D).~~
- ~~The Charter School shall, for each fiscal year, meet or exceed the legally required minimum of school days. [Ref. Title 5 California Code of Regulations Section 11960]~~
- ~~If a pupil is expelled or leaves the Charter School without completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information. [Ref. Education Code Section 47605(d)(3)]~~
- ~~The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. Education Code Section 47612.5(a)]~~
- ~~The Charter School shall, on a regular basis, consult with its parents and teachers regarding the Charter School's educational programs. [Ref. Education Code Section 47605(c)]~~
- ~~The Charter School shall comply with any jurisdictional limitations to locations of its facilities. [Ref. Education Code Sections 47605 and 47605.1]~~
- ~~The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. Education Code Sections 47612(b), 47610]~~
- ~~The Charter School shall comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA").~~
- ~~The Charter School shall comply with the Public Records Act.~~
- ~~The Charter School shall comply with the Family Educational Rights and Privacy Act.~~

- ~~The Charter School shall comply with the Ralph M. Brown Act.~~
- ~~The Charter School shall not require any child to attend Valley Prep, nor any employee to work at the charter school.~~
- ~~The Charter School shall comply with federal, state, and district mandates regarding English Learner (EL) education and re-designation of EL students and meet all requirements of federal and state law regarding equal access to the curriculum for English Learners.~~
- ~~The Charter School will comply with all requirements pursuant to California Education Code and 47605(b)(5)(ii) including the development of school wide goals for all subgroups as applicable to the eight state priority areas identified in Education Code 52060(d).~~
- ~~The Charter School will comply with all elements of the Local Control Accountability Plan, including the adoption of any templates required by the California State Board of Education.~~
- ~~Charter School hereby declares that Charter School, operated by or as its nonprofit public benefit corporation, is and shall be the exclusive public school employer of Charter School's employees for the purposes of the Educational Employment Relations Act (EERA), Chapter 10.7 (commencing with Section 3540) of Division 4 of Title I of the Government Code. Charter School shall comply with all provisions of the EERA and shall act independently from Fresno Unified School District for collective bargaining purposes. In accordance with the EERA, employees may join and be represented by an organization of their choice for collective bargaining purposes.~~

Shelly Lether, Executive Director

APPENDIX C: REQUEST FOR BOARD MEMBER INFORMATION

JOHN GRICE

Pleymo Unified School District Request for Board Member Information		
Personal Information		
Name (First/Middle/Last): John J. Grice		
Other Names Used (i.e. Maiden/Former Married): NA		
Current address: 4635 N. Arrow Ridge Way		
City: Clovis	State: CA	Zip Code: 93619
Daytime Phone: (559) 326-9314	Cell (559) 326-9314	Fax
Email Address: john.grice@valleyprep.com		

Serving on a public charter school board is a position of great trust and responsibility. As a board member of a public school, you are not only ultimately responsible for the education of all students enrolled in the school, but also entrusted with the obligation to see that the public monies which are given to the charter school are legally and wisely spent.

By providing the requested information, prospective board members will assist the Board of Education in determining if the application demonstrates that the school will be run in a financially, organizationally and educationally sound manner.

Will you be at least eighteen years old by January 1 of the year in which you plan to serve as a board member for the charter school? ☒ Yes ☐ No

Please submit typed responses to the inquiries below:

1. Indicate how you became aware of the charter school and the opportunity to serve as a member of its board, including who invited you to sit on the board.

I became aware of VPA when I was looking for a school to enroll my children in. My brother (whom had children attending VPA) was the person that told me about VPA. After checking into the school, I decided to enroll my children in VPA. About 1 year after I enrolled my children, I was invited to consider serving on the board by another board member who also had children attending VPA.

2. Explain why you wish to serve on the board.

After enrolling my children at VPA I became very impressed with the schools mission and approach as well as its successes. The high level of professional and positive attitudes as well as the concern for each individual student made it a home for me to offer my experience and service. VPA represented (to me) a model that every school should follow and I became determined to assist in its further development and mission to provide a quality education to poor, disadvantaged and at risk students.

3. Please indicate if you have previously served on a board of a school district or a not-for-profit corporation (including the board of a non-public school) and describe any relevant experience.

I have never served on the board of a school district or any other public school prior to VPA. I have served on the board of two different not-for-profit religious organizations. I have also served as a board member of a not-for-profit organization that provided self-development training to youth between the ages of 9 and 18. My experience as an entrepreneur and as a Director of several companies have given me the ability to understand and manage financials, make sound decisions based upon the goals and objectives of the organization as well as navigate through difficult financial situations.

4. Describe your understanding of the appropriate role of a public charter school board member.

According to my understanding, a public charter school board member is an individual working collectively with other individuals to utilize their knowledge, experience, influence and resources to assist the school administration and teaching staff in carrying out the goals and objectives of the organization; To ensure that each student have an equal opportunity to a quality education (with access to whatever resources are required to make that a reality) and to be morally and legally responsible for the financial, management and administrative health of the organization

5. Indicate specifically the knowledge and experience that you would bring to the board.

I am happy to bring and offer over 15 years of knowledge and experience in financial management, international business ownership and management, experience with understanding how current and future laws and regulations will impact the effectiveness of an organization with the ability to assist in developing strategies to evade negative impacts and exploit positive opportunities. I will also bring the care, concern and criticism of a parent, the encouragement and cheerleading of a supporter and a down-in-the-trenches lead by example volunteer.

6. Please provide a forecast of where you see the school in one year and then again in five years.

Within 1 year VPA will have started the successful operation of a second school location that will provide excellent educational training and leadership development for pre-K through 4th grade students. During that same year VPA will have also improved all student test scores in every subject through better enhancements of its delivery of the common core. In 5 years VPA will be successfully operating 2 elementary/junior high schools and 1 high school with a long waiting list at each school. VPA will have a high level of success at delivering quality education as well as leadership development and training to poor, disadvantaged and at risk students within the communities it will serve.

Formatted: Font: (Default) Overlock

7. How would you handle a situation in which you believe one or more members of the school's board are involved in self-dealing (working for their own benefit or the benefit of their friends and family)?

Currently, such a situation could not happen without full support of a majority of board members. As a board member I would do everything within my power to make sure that such a situation does not receive board support. However, if it were to happen outside the board then I would handle that type of situation by meeting with the Director, VP and other administrator to inform them that such dealings are illegal and will need to be cancelled immediately, then I would approach the board members in question and also inform them that such dealings are illegal and will need to be cancelled immediately or it will be reported to the respective authorities. If immediate action is not taken to cancel such dealings, I would then report it to the respective authorities and push for an investigation. I would follow through to make sure that such deals are cancelled and that effective measures are taken to neutralize those in violation.

Conflict of Interest

8. If you, your spouse or other immediate family members knew any of the other board members prior to being invited to sit on the board, please so indicate and describe the relationship.

One of my brothers knew Don Linton, one of the board members. My brother and Don Linton attended the same church back in the early 90's.

12. If the school proposes to enter into a contract with an educational service provider, please indicate whether you, your spouse or other immediate family member have a direct or indirect ownership, employment, contractual or management interest in the educational service provider.

NO

9. If you, your spouse or other immediate family members know any people already known to be prospective school employees, please so indicate and describe the relationship.

My father, one of my brothers and two of my sisters has met Shelly (Director) back in the early 90's because they all attended the same church.

10. If you, your spouse or other immediate family members know anyone that plans to do business with the school, please so indicate and describe the relationship and the nature of the potential business.

NO

11. If the school proposes to partner with an educational service provider (a management company), please indicate if you, your spouse or other immediate family members know any employees, owners, or agents of that provider. If your answer is yes, please indicate the individuals you know and the nature of the relationship.

NO

Formatted: Font: (Default) Overlock

12. If the school proposes to enter into a contract with an educational service provider, please indicate whether you, your spouse or other immediate family member have a direct or indirect ownership, employment, contractual or management interest in the educational service provider.

NO

13. Please indicate if you, your spouse or other relative (by marriage or blood) anticipate conducting any business with the educational service provider, the school, or both. If so, please describe the potential relationship.

NO

14. Please indicate if you foresee any potential ethical or legal conflicts of interests should you serve on the school's board. If so, describe such potential conflicts.

NONE

Educational Philosophy

15. Please describe your understanding of the school's mission and/or philosophy.

I understand that VPA has a mission to provide quality education and leadership development to poor, disadvantaged and at risk students throughout the community.

16. Please indicate your level of familiarity with the educational program that the school utilizes.

I am very familiar with the educational program at VPA. As a member of the board, we approved the educational program as well as the books and materials to be utilized with the curriculum.

John Grice

(559)225-7737

contactjohngrice@yahoo.com

SUMMARY OF QUALIFICATIONS

- Highly creative, energetic, resourceful and personable leader with extensive experience in sales, marketing and management
- Successfully collaborates with ability to build and motivate cross-functional teams to achieve bottom line results
- Creative problem solver with the ability to get buy-in from partners, investors and clients
- Dynamic communication and relationship skills and able to interact on a consultative basis with senior management
- Effective customer and sales focus approach with a track record of success

SOFTWARE SKILLS

- Microsoft: Word, Excel, Outlook, Access, Project, PowerPoint and Publisher

PROFESSIONAL EXPERIENCE

Self -- Employed - Fresno, CA January 2011 -- Present

Work directly with startup companies to assist in the development of the overall business plan and strategies

Business Consultant

- Prepare industry and market research for business plans to present to investors for various startup companies and projects
- Evaluate and restructure existing business plans in accordance with newly established company goals and strategies
- Build, maintain and strengthen collaborative relationships with B2B service providers
- Recommend and negotiate business terms with investors
- Attend weekly networking functions
- *Key Achievements:*
- Developed a business plan and secured first stage funding for a hydrogen based fuel saving device for large diesel trucks
- Created a business plan and presentation for a solar based energy reduction project

Admatha Capital Management -- Singapore December 2006 -- December 2010

Investment banking, project management and consulting company servicing businesses throughout South East Asia

Managing Director

- Developed and implemented the overall company business and strategic plans and utilized leadership skills to train and inspire employees to accomplish company goals
- Prepared business and marketing plans for healthcare, mining, toll road, and housing development projects
- Cold called on small to medium size companies and sold consulting service contracts
- Represented the company at various functions, trade shows and conventions
- Hired management teams to assist with overseeing construction projects

Formatted: Font: (Default) Overlock

- Set up and managed a branch office in Jakarta Indonesia with 5 administrative staff and 14 sales consultants, managed payroll and office equipment

Key Achievements:

- Raised over \$34 million for client projects
- Established independent agents in Malaysia, Philippines, Thailand and Hong Kong
- Increased company revenue by 29% in 8 months by adding new services

Lepont Management – Europe August 2000 – November 2006

A project management and consulting firm based in London UK that helped secure funding for real estate projects for clients in France, Germany, Belgium, Spain, Netherlands, Luxembourg and Switzerland ***Senior Consultant***

- Cold called on small to medium size businesses and sold consulting service contracts
- Developed and maintained relationships with other professional service providers
- Prepared business plans, feasibility studies and proposals
- Negotiated terms between clients, banks, financial institutions and investors
- Expanded company services to include asset management
- Hired and trained 9 employees ***Key Achievements:***
- Increased sales by 38% and revenue by 23% in 10 months
- Reduced operating expenses by 17%
- Raised over \$19 Million for client projects
- Trained and mentored two of the top producing sales consultants

California Numismatic Investments – Los Angeles, CA May 1996 to June 1999

Investment company specializing in the sale of gold, silver and rare coins

Investment Consultant

- Assisted clients in diversifying their investment portfolios
- Provided investment consultations to clients
- Prepared and distributed sales and marketing materials
- Sold Gold, Platinum, Rare Coins, Silver and other rare items

EDUCATION

California Polytechnic State University

- Completed 2 years of Agri-Business courses with concentration in marketing

Westec College

- Accounting course

Formatted: Font: (Default) Overlock

CARRIE ZULEWSKI

Fresno Unified School District Request for Board Member Information		
Personal Information		
Name (First/Middle/Last): Carrie Krikorian Zulewski		
Other Names Used (i.e. Maiden/Former Married):		
Current address: 6047 N. Winchester Ave		
City: Fresno	State: CA	Zip Code: 93704
Daytime Phone: (559) 246-6200	Cell: (559) 246-6200	Fax
Email Address: carriez@sbglobal.net		

Serving on a public charter school board is a position of great trust and responsibility. As a board member of a public school, you are not only ultimately responsible for the education of all students enrolled in the school, but also entrusted with the obligation to see that the public monies which are given to the charter school are legally and wisely spent.

By providing the requested information, prospective board members will assist the Board of Education in determining if the application demonstrates that the school will be run in a financially, organizationally and educationally sound manner.

Will you be at least eighteen years old by January 1 of the year in which you plan to serve as a board member for the charter school? X-Yes ☐ No

Please submit typed responses to the inquiries below:

1. Indicate how you became aware of the charter school and the opportunity to serve as a member of its board, including who invited you to sit on the board. *I was invited by Site Director, Mrs. Sands to tour the current school and interview with Executive Director, Mrs. Lether.*
2. Explain why you wish to serve on the board. *I have been an advocate for children in this valley for many years, and this opportunity to support a high-quality charter organization directly aligned with my personal mission statement.*
3. Please indicate if you have previously served on a board of a school district or a not-for-profit corporation (including the board of a non-public school) and describe any relevant experience. *I have served on the Board of Directors as Vice President for the Juvenile Diabetes Foundation in Fresno. I have served on the Board of Directors for the Diabetic Youth Foundation. I have served on the Board of Directors for the 11th District PTA State of California. I was also named Volunteer of the Year at Dorothy Starr Elementary School-Fresno CA.*
4. Describe your understanding of the appropriate role of a public charter school board member. *My role is to help manage, guide, and direct the staff as they invest in the development of exceptional leaders.*
5. Indicate specifically the knowledge and experience that you would bring to the board. *I have served on multiple Boards and reviewed many budgets and expansion plans. I also have extensive experience promoting organizations and collaborating with teams to promote organizational health.*

6. Please provide a forecast of where you see the school in one year and then again in five years.

One Year: the opening of Aspen Public School, a public school with a safe learning environment determined to develop leaders. Five years: The replication of Aspen to provide more high-quality school choices to parents in the Fresno community.

7. How would you handle a situation in which you believe one or more members of the school's board are involved in self-dealing (working for their own benefit or the benefit of their friends and family)?
I would call for a special meeting and a vote of the majority of the members of the Board of Directors in compliance with the bylaws.

Conflict of Interest

8. If you, your spouse or other immediate family members knew any of the other board members prior to being invited to sit on the board, please so indicate and describe the relationship.
There was no prior knowledge of the Board of Directors by myself or my spouse.
9. If you, your spouse or other immediate family members know any people already known to be prospective school employees, please so indicate and describe the relationship. *I had met Site Director Mrs. Sands through mutual friends prior to becoming a Board Member.*
10. If you, your spouse or other immediate family members know anyone that plans to do business with the school, please so indicate and describe the relationship and the nature of the potential business.
None known
11. If the school proposes to partner with an educational service provider (a management company), please indicate if you, your spouse or other immediate family members know any employees, owners, or agents of that provider. If your answer is yes, please indicate the individuals you know and the nature of the relationship. *None known*
12. If the school proposes to enter into a contract with an educational service provider, please indicate whether you, your spouse or other immediate family member have a direct or indirect ownership, employment, contractual or management interest in the educational service provider.
None known
13. Please indicate if you, your spouse or other relative (by marriage or blood) anticipate conducting any business with the educational service provider, the school, or both. If so, please describe the potential relationship.
None known
14. Please indicate if you foresee any potential ethical or legal conflicts of interests should you serve on the school's board. If so, describe such potential conflicts.
None known

Educational Philosophy

15. Please describe your understanding of the school's mission and/or philosophy.
Transforming the community by developing exceptional leaders. This mission defines everything that the school strives to do. The school makes all decisions with careful consideration about how each one affects the development of students and the effect on students' future lives.
16. Please indicate your level of familiarity with the educational program that the school utilizes.
I have a fairly high level of familiarity of the educational program. I have read the business plan and reviewed the curriculum the school uses.
17. Please describe what you believe to be the key characteristics of a successful school. What specific steps do you think the board of the school will need to take to ensure that this school is successful?
A successful school strives to achieve a safe environment where kids are free to reach their potential academically and socially.
Steps: The steps I see necessary to ensure the students' success are: provision of many learning and service opportunities accompanied by praise and clear instruction carried out in a safe environment in order to promote their potential.

CARRIE ZULEWSKI

6047 N Winchester Fresno, CA 93704 | 559-246-6200 | carrie.zulewski@valleyprep.com

SUMMARY

"A head for business, a heart for the world"

If you are looking for fresh ideas for fundraising events, we are here to help. We can:

- Organize events, coordinate volunteers
- Raise money for a project or organization
- Provide marketing advice which may include press releases to media and promotion
- Give direction and coordinate activities for your Organization
- Take an active part in soliciting donations
- Provide detailed reporting of results throughout the "campaign" and at its end
- Provide support for event auctions/raffles including solicitation of items
- Answer questions and provide guidance, structure and task assignment Give insight from over 25 years of organizing events.

INTERESTS

Fundraising for non-profit organizations, Fundraising for local politics, Co-owner of C and M Collectibles, Owner of Valley Beads, Owner of Hair by Carrie Z., Enjoy Lobbying Congress for increase in funding for diabetes.

EXPERIENCE

Fundraising Consultant, *Z Fundraising Advisors*

• October 2009-Present, Fresno, California Area

Entrepreneur

• 1987-Present, Fresno California

ORGANIZATIONAL INVOLVEMENT

Current Board Member and Secretary of the Valley Preparatory Academy Charter, Inc. Board

Past Board President of The Greater Fresno Chapter Juvenile Diabetes Association

Board Member of the Diabetic Youth Foundation of Concord, CA

Volunteer for Valley Medical Center 1988-1995

Board of Trustee and Christian Education for Pilgrim Church, multiple terms

Supported interview boards for the Fresno Unified School District

Past Executive Board Member for the Fresno Unified District Parent Teacher Association, multiple terms

Active in Re-Form Fresno Unified.

References:

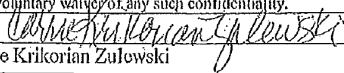
Carole M. Sarkisian-Bonard, Ed.D. President Educators' Implementation Group, Inc.

Andreas Borgeas, County of Fresno Board of Supervisors Chairman, District 2

Formatted: Font: (Default) Overlock

Background Information- insert resume here
Include the following information in resume:

- Education History
- Employment History -- If applicable, include previous experience with Charter Schools
- Professional Licenses/Credentials
- Professional Affiliations (Corporate Positions, Board Positions, etc)
- Fictitious Business Name Affiliations
- Professional References
- If applicable -- Arrests and/or Convictions

Authorization to Release Information	
<p>My signature affirms that all information on this application is true to the best of my knowledge. Further, I authorize all employers, institutions, government agencies and persons named as references to release information for use in establishing my qualifications and credentials for this position. This authorization:</p> <ul style="list-style-type: none">◦ Removes all liability from those who provide information and verification in response to any information I have stated in applying on behalf of the above referenced Charter School.◦ Releases Fresno Unified School District and any agent acting on its behalf from any and all liability of whatever nature in requesting or using such information to assess my candidacy on behalf of the above referenced Charter School.◦ Is valid during my entire candidacy and during any resulting period of employment with the above referenced Charter School.◦ Is an indication of my knowledge and understanding that the information provided in this application will be used to examine my background and my knowing and voluntary agreement to the background information being publicly disclosed as part of the charter petition review and renewal process.◦ Is an indication of my understanding that any reports generated by the District will not be confidential and my knowing and voluntary waiver of any such confidentiality.	
Signature:	
Name:	Carrie Krikorian Zulowski
Position with School Development Team:	Board Secretary
Date:	9-21-15

DEBORAH ANN TORRES

Fresno Unified School District Request for Board Member Information		
Personal Information		
Name (First/Middle/Last): Deborah Ann Torres		
Other Names Used (i.e. Maiden/Former Married): Deborah Ann Knott		
Current address: 7133 E Bremer Ave		
City: Fresno	State: CA	Zip Code: 93737
Daytime Phone: 559-268-0839	Cell 559-408-8330	Fax
Email Address: thedebbiet@yahoo.com		

Serving on a public charter school board is a position of great trust and responsibility. As a board member of a public school, you are not only ultimately responsible for the education of all students enrolled in the school, but also entrusted with the obligation to see that the public monies which are given to the charter school are legally and wisely spent.

By providing the requested information, prospective board members will assist the Board of Education in determining if the application demonstrates that the school will be run in a financially, organizationally and educationally sound manner.

Will you be at least eighteen years old by January 1 of the year in which you plan to serve as a board member for the charter school? ☒ Yes ☐ No

Please submit typed responses to the inquiries below:

1. Indicate how you became aware of the charter school and the opportunity to serve as a member of its board, including who invited you to sit on the board.

I knew of Valley Prep Academy because of my position at the Fresno Rescue Mission. We were looking for a good educational match for our children at Rescue the Children and researched various opportunities. After our children were enrolled and we were excited about their education Shelly Lether and I had further conversations about VPA and she mentioned an opportunity to sit on the Board.

2. Explain why you wish to serve on the board.

I welcome this opportunity to sit on the Board at VPA to help with guidance and oversight for an already outstanding academic school. I appreciate the dedication and leadership that VPA has and value the opportunity to help where I can, be a sounding board when I can, offer advice and support as needed.

3. Please indicate if you have previously served on a board of a school district or a not-for-profit corporation (including the board of a non-public school) and describe any relevant experience. I have not served on a board of a school district or a non-profit organization. Since I work at a non-profit, I feel it is important to serve, but there needed to be a right fit in a non-competing environment.

Relevant experience is working in a non-profit and I also have my degree in Liberal Studies and spent considerable amount of time in the classroom in various school districts substitute teaching.

4. Describe your understanding of the appropriate role of a public charter school board member. My role is oversight, support, encouragement, accountability and advice.

5. Indicate specifically the knowledge and experience that you would bring to the board. I bring a working knowledge of non-profit governance, accountability and transparency. Within my duties of Chief Development Officer at Fresno Rescue Mission, I also have an area of expertise in marketing and communication. I also bring knowledge of the classroom personally as an active parent volunteer through 3 children and professionally.

6. Please provide a forecast of where you see the school in one year and then again in five years. In one year I see VPA successfully maintaining Valley Prep Academy, opening Aspen Charter School and successfully increasing enrollment in both sites to viable capacity. I see the schools with high academic standards, building confidence and ability in each and every student and effectively supporting and encouraging the parents and care givers in their role as mentors to their students.

In five years I see both schools filled to effective capacity, expanding in grades to accommodate new students and increasing in size and capacity to serve the community. I do foresee a need to open a new high school to give parents viable options for their students' needs and educational successes in our community.

7. How would you handle a situation in which you believe one or more members of the school's board are involved in self-dealing (working for their own benefit or the benefit of their friends and family)? If I believe that any of the schools board were working for their benefit or the benefit of a friend or family I would address that issue immediately and directly. I believe accountability is tantamount within any company and certainly transparency is critical within this organization. My approach would be to ask a lot of questions, scrutinize associations that may be a conflict and if there is a question put measures of accountability such as 2 signatures or oversight by another staff member.

Conflict of Interest

8. If you, your spouse or other immediate family members knew any of the other board members prior to being invited to sit on the board, please so indicate and describe the relationship.
I did not
9. If you, your spouse or other immediate family members know any people already known to be prospective school employees, please so indicate and describe the relationship.
I do not

Formatted: Font: (Default) Overlock

Educational Philosophy

15. Please describe your understanding of the school's mission and/or philosophy.
Valley Prep Academy will support and encourage each and every student's academic success. They believe in success, leadership and fostering both in each and every child. They also believe in learning and making learning relevant. They don't believe in rote homework but instead in meaningful at home activities that will support the educational process. Valley Prep also wants to support and educate each parent or caregiver in the best methods and practices of supporting their individual student.
16. Please indicate your level of familiarity with the educational program that the school utilizes.
I have observed classroom and heard presentations by staff and students regarding Leader in Me and Basecamp.
17. Please describe what you believe to be the key characteristics of a successful school. What specific steps do you think the board of the school will need to take to ensure that this school is successful?
I believe the key to success is in supporting both the student and the parent or caregiver through the educational process. I believe this is accomplished through a partnership with the school and each member to assure support and success for all parties. I believe VPA has a good balance in this regard. To ensure school success it is the board's responsibility to keep the vision in focus, accountability in place and sustainable growth on the horizon.

Authorization to release Information	
My signature affirms that all information on this application is true to the best of my knowledge. Further, I authorize all employers, institutions, government agencies and persons named as references to release information for use in establishing my qualifications and credentials for this position: This authorization:	
<ul style="list-style-type: none">• Removes all liability from those who provide information and verification in response to any information I have stated in applying on behalf of the above referenced Charter School.• Releases Fresno Unified School District and any agent acting on its behalf from any and all liability of whatever nature in requesting or using such information to assess my candidacy on behalf of the above referenced Charter School.• Is valid during my entire candidacy and during any resulting period of employment with the above referenced Charter School.• Is an indication of my knowledge and understanding that the information provided in this application will be used to examine my background and my knowing and voluntary agreement to the background information being publicly disclosed as part of the charter petition review and renewal process.• Is an indication of my understanding that any reports generated by the District will not be confidential and my knowing and voluntary waiver of any such confidentiality.	
Signature:	
Name: Deborah Torres	
Position with School Development Team:	Date: 10/28/16

Formatted: Font: (Default) Overlock

DEBORAH TORRES

7133 East Bremer Avenue • Fresno, CA 93737 • 559.408.8330 • thedebbiet@yahoo.com

SUMMARY OF QUALIFICATIONS:

Professional: Motivated, Innovative and Dedicated. Solid writing and organizational skills. Excellent social and interpersonal skills.
Proven leader: Recruited, motivated and managed productive department leaders and support staff.

Technical: Microsoft Office: Word and Excel including mail merge and database software

PROFESSIONAL EXPERIENCE:

CHIEF DEVELOPMENT OFFICER – FRESNO RESCUE MISSION, FRESNO, CA 2/2015 TO PRESENT

- Oversee Donor Development, Marketing & Public Relations
- Strategize, Develop & Implement comprehensive marketing programs
- Function as the Public Information Officer
- Supervise Director of Community Engagement – including Mission at the Mission, Events and Volunteerism

DIRECTOR OF WOMEN AND CHILDREN'S SERVICES – FRESNO RESCUE MISSION, FRESNO, CA 12/2008 TO 2/2015

- Responsible for department budget
- Evaluated and Implemented comprehensive programming for women and children
- Developed working symbiotic relationships with other parachurch and secular organizations
- Define key staffing roles. Hire and train appropriate personnel
- Translate the purpose and the passion of Rescue the Children and the Fresno Rescue Mission to individuals, churches and businesses through presentations and individual meetings
- Consistently rated "Outstanding Performance" in annual reviews

SUBSTITUTE TEACHER – SANGER UNIFIED SCHOOL DISTRICT, SANGER, CA 9/2007 TO 11/2008

- Specializing in Junior High grades
- Including a long-term position in Language Arts and Social Studies, Quail Lake

ASSISTANT MANAGER & FITNESS TRAINER – GEMS FITNESS FOR WOMEN, FRESNO, CA 8/2004 TO 11/2006

- Oversee all aspects of location: staff, sales, operations and client relations
- Strategize and implement site specific marketing plan

SPECIAL EVENTS DIRECTOR – BOYS & GIRLS CLUBS OF FRESNO COUNTY, FRESNO, CA 1/2002 TO 4/2004

- Plan and implement special events
- Solicit business and private sponsorships and donations
- Issue press releases and act as media liaison
- Recruit and oversee committee volunteers
- Publish quarterly newsletter

Formatted: Font: (Default) Overlock

DIRECTOR OF CHILDREN'S MINISTRY – JUBILEE CHRISTIAN CENTER, SAN JOSE, CA
8/2000

- Organize and oversee all aspects of the Children's Ministry office
- Oversee church's program for 500 children per week
- Recruit, coordinate, train & supervise 40+ volunteer staff
- Plan, coordinate and implement events and activities

EDUCATION:

CALIFORNIA STATE UNIVERSITY, FRESNO - BACHELOR OF ARTS, LIBERAL STUDIES
FRESNO CITY COLLEGE - ASSOCIATE OF ARTS

REFERENCES:

Kenneth Quenzer
Boys & Girls Clubs of Fresno County
540 N. Augusta Street
Fresno, CA 93701
559-266-3117
kquenzer@bgclubfc.org

Stan Oken
Wonder Valley Ranch & Resort
6450 Elwood Road
Sanger, CA 93657
559-906-0200
stan@wondervalley.com

Pastors Randy & Cherie Hand
Celebration Church
4842 W. Jacquelyn Ave.
Fresno, CA 93722
559-275-2083
rehand@celebrationchurch.cc

SARGENT DIANA TRUEBA

Fresno Unified School District Request for Board Member Information		
Personal Information		
Name (First/Middle/Last): Diana Maria Trueba		
Other Names Used (i.e. Maiden/Formal Married): N/A		
Current address: 2323 Mariposa Mall		
City: Fresno	State: CA	Zip Code: 93720
Daytime Phone: 559-259-2857	Cell 559-259-2857 Fax	
Email Address: Diana.Trueba@fresno.gov		

Serving on a public charter school board is a position of great trust and responsibility. As a board member of a public school, you are not only ultimately responsible for the education of all students enrolled in the school, but also entrusted with the obligation to see that the public monies which are given to the charter school are legally and wisely spent.

By providing the requested information, prospective board members will assist the Board of Education in determining if the application demonstrates that the school will be run in a financially, organizationally and educationally sound manner.

Will you be at least eighteen years old by January 1 of the year in which you plan to serve as a board member for the charter school? ☒ Yes ☐ No

Please submit typed responses to the inquiries below:

1. Indicate how you became aware of the charter school and the opportunity to serve as a member of its board, including who invited you to sit on the board.—
I became aware of the charter school after attending Better Blackstone Project meetings on school campus (Aspen). Shelly Lether invited me to sit on the board and interview for the position.
2. Explain why you wish to serve on the board.-
I love my community and I am committed to working to ensure it is a better and safer place.
3. Please indicate if you have previously served on a board of a school district or a not-for-profit corporation (including the board of a non-public school) and describe any relevant experience.
I currently serve on the Board of Directors for the Family Healing Center (non-profit). FHC is committed to helping women and children that are victims of sexual and physical assault.
4. Describe your understanding of the appropriate role of a public charter school board member.
I understand that part of the role of a school board member is to make decisions that will positively impact the children attending the school (financial, educational, safety, etc.).

5. Indicate specifically the knowledge and experience that you would bring to the board.
I am a peace officer and am currently assigned as the Police Detective Sergeant to the Fresno Police Department's Central Policing District. I have over 13 years of law enforcement experience with expertise ranging from sexual assault, domestic violence, gangs, narcotics and undercover

investigations. I am confident that the knowledge, training and experience I bring to the board will assist with making the schools a safer place.

6. Please provide a forecast of where you see the school in one year and then again in five years.
I see both Valley Prep and Aspen schools growing in their enrollment numbers a year from now. I see both schools graduating successful students and seeing increasing enrollment numbers five years from now as well.
7. How would you handle a situation in which you believe one or more members of the school's board are involved in self-dealing (working for their own benefit or the benefit of their friends and family)?

If I believed that one or more members of the school board were involved in self-dealing, I would bring it up to the board president and ensure that an extremely thorough investigation is conducted. The most important thing is keeping the children and their interests in mind. However, this is a very delicate situation because if I am wrong in my belief, I could potentially damage someone's reputation before a thorough investigation is completed.

Conflict of Interest

8. If you, your spouse or other immediate family members knew any of the other board members prior to being invited to sit on the board, please so indicate and describe the relationship.
I did not know any of the board members personally before being invited to sit on the board. I did meet some of them in the Better Blackstone Project meetings.
9. If you, your spouse or other immediate family members know any people already known to be prospective school employees, please so indicate and describe the relationship.
N/A
10. If you, your spouse or other immediate family members know anyone that plans to do business with the school, please so indicate and describe the relationship and the nature of the potential business.
N/A
11. If the school proposes to partner with an educational service provider (a management company), please indicate if you, your spouse or other immediate family members know any employees, owners, or agents of that provider. If your answer is yes, please indicate the individuals you know and the nature of the relationship.
N/A

Formatted: Font: (Default) Overlock

12. If the school proposes to enter into a contract with an educational service provider, please indicate whether you, your spouse or other immediate family member have a direct or indirect ownership, employment, contractual or management interest in the educational service provider.
N/A

13. Please indicate if you, your spouse or other relative (by marriage or blood) anticipate conducting any business with the educational service provider, the school, or both. If so, please describe the potential relationship.
N/A

14. Please indicate if you foresee any potential ethical or legal conflicts of interests should you serve on the school's board. If so, describe such potential conflicts.
N/A

Educational Philosophy

15. Please describe your understanding of the school's mission and/or philosophy.
The mission of the school is to bring positive change to the community by developing exceptional leaders. Once those leaders are created, it is the hope of the community to have those leaders stay within the community and create more leaders themselves. This will ensure that the community is transformed by people that have a vested interest.

16. Please indicate your level of familiarity with the educational program that the school utilizes.
As a new board member, I have learned about the educational program that the school utilizes (including leadership, music, as well as the common core standards). This well rounded program will ensure the success of students.

17. Please describe what you believe to be the key characteristics of a successful school. What specific steps do you think the board of the school will need to take to ensure that this school is successful?
Some of the characteristics of a successful school are good oversight from the Board and strong school leadership. Ensuring that the board knows when to approve programs when they are in the benefit of the students enrolled.

Background Information- insert resume here
Include the following information in resume:

- Education History
- Employment History – If applicable, include previous experience with Charter Schools
- Professional Licenses/Credentials
- Professional Affiliations (Corporate Positions, Board Positions, etc)
- Fictitious Business Name Affiliations
- Professional References
- If applicable – Arrests and/or Convictions

Authorization to release Information

My signature affirms that all information on this application is true to the best of my knowledge. Further, I authorize all employers, institutions, government agencies and persons named as references to release information for use in establishing my qualifications and credentials for this position: This authorization:

- Removes all liability from those who provide information and verification in response to any information I have stated in applying on behalf of the above referenced Charter School.
- Releases Fresno Unified School District and any agent acting on its behalf from any and all liability of whatever nature in requesting or using such information to assess my candidacy on behalf of the above referenced Charter School.
- Is valid during my entire candidacy and during any resulting period of employment with the above referenced Charter School.
- Is an indication of my knowledge and understanding that the information provided in this application will be used to examine my background and my knowing and voluntary agreement to the background information being publicly

disclosed as part of the charter petition review and renewal process.

- Is an indication of my understanding that any reports generated by the District will not be confidential and my knowing and voluntary waiver of any such confidentiality.

Signature: 

Name: DIANA TRUEBA

Position with School Development Team: BOARD MEMBER

Date: 11/29/16

Formatted: Font: (Default) Overlock

Sergeant Diana M. Trueba #S190
Fresno Police Department
Central District Investigations
3502 N. Blackstone Ave. #201 Fresno, CA
Office 559-621-6205

TRAINING HISTORY

Supervisory/Promotion Courses/Training

Women Leaders in Law Enforcement Symposium
California Police Chiefs Association
San Diego, California
November, 2016
14 Hours

Fresno Sheriff's Department
Leadership Principles
Clovis, California
August, 2016
16 Hours

Women Leaders in Law Enforcement Symposium
California Police Chiefs Association
Sacramento, California
November, 2015
14 Hours

Women Leaders in Law Enforcement Symposium
California Police Chiefs Association
Anaheim, California
October, 2014
14 Hours

CSU Long Beach
Internal Affairs
Garden Grove, California
September 22-24, 2014
24 hours

Formatted: Font: (Default) Overlock

DPREP
Critical Incident Response For Law Enforcement Supervisors and Managers
Anaheim, California
July 21-24, 2014
32 Hours

Fresno Sheriff's Department
Leadership Principles
Clovis, California
June 10-11, 2014
16 Hours

CPOA
Officer Involved Shootings-Supervisory and Management Responsibilities
Fresno, California
February 7-8, 2014
16 Hours

Knowledge, Skills and Abilities, LTD.
Mock Assessment Center Scenarios
Assessment Centers-Rick Michelson
February 2014
Sacramento, California
8 Hours

Behavior Analysis Training Institute (BATI)

Advanced Cognitive Interviewing & Forensic Statement Analysis
February 08, 2008
Fresno, California
40 hours/ P.O.S.T Certified

Interview and Interrogation
December 14, 2007

Fresno, California
40 hours/P.O.S.T. Certified

Tulare-Kings Counties Public Safety Training Department
Preparation and Service of Search Warrants
Visalia, California
November 9, 2005
24 hours

Formatted: Font: (Default) Overlock

EMPLOYEMENT

1997-1999 City of Reedley, Police Department Reedley, CA
Reserve CSO/Jailer

1999-2000 City of Reedley, Police Department Reedley, CA
911 Police Dispatcher

2000-2003 City of Fresno, Police Department Fresno, CA
911 Police Dispatcher

2003 – Present City of Fresno, Police Department Fresno, CA

Cadet

- Patrol Transport-Wagon

Police Officer

- Personnel Recruiter (Collateral Duty)
- Sexual Assault Unit Detective
- MAGEC-Metro- Bulldog Gang Detective/Investigator
- Graffiti Detective
- Violent Crime Impact Team-Surveillance Team (VCIT)-
Undercover

MARY JANE FITZPATRICK

Fresno Unified School District Request for Board Member Information	
Personal Information	
Name (First/Middle/Last): Mary Jane Fitzpatrick	
Other Names Used (i.e. Maiden/Former Married): Mary Jane Cope, maiden	
Current address: 1522 W. Holland	
City: Fresno	State: Ca. Zip Code: 93705
Daytime Phone: (559)226-0170	(559)905-1919 Cell Fax
Email Address: mloftz@comcast.net	

Serving on a public charter school board is a position of great trust and responsibility. As a board member of a public school, you are not only ultimately responsible for the education of all students enrolled in the school, but also entrusted with the obligation to see that the public monies which are given to the charter school are legally and wisely spent.

By providing the requested information, prospective board members will assist the Board of Education in determining if the application demonstrates that the school will be run in a financially, organizationally and educationally sound manner.

Will you be at least eighteen years old by January 1 of the year in which you plan to serve as a board member for the charter school? ☐ Yes ☐ No

Please submit typed responses to the inquiries below:

1. Indicate how you became aware of the charter school and the opportunity to serve as a member of its board, including who invited you to sit on the board. I am the grandparent of a student currently enrolled at Valley Preparatory Academy (VPA). At the completion of his first year, I attended an open house that highlighted academic achievement and visual arts for every grade level. It was a pleasure to see an active and involved staff. My son and daughter-in law were hoping that VPA would provide a "gentle education" with high academic and behavioral standards. We all believe that VPA has fulfilled those requirements. I had the opportunity to thank the Executive and Academic Directors for their focus and energy and to offer my support in any way that I could. After sharing my background of service, I was asked to consider a position on the board.
2. Explain why you wish to serve on the board. My retirement has provided time and opportunity to support efforts that create community. VPA is resolved to anchor the school neighborhood with a strong message of inclusion and caring. Everyone has a voice and is encouraged to engage with staff. Investing time and interest in the school is welcomed and rewarded with appreciation and thanks. I wish to serve on a board that supports those efforts.

3. Please indicate if you have previously served on a board of a school district or a not-for-profit corporation (including the board of a non-public school) and describe any relevant experience.
N/A
4. Describe your understanding of the appropriate role of a public charter school board member. The role of a public charter school board member is to make sure that all students learn and that nothing illegal, unethical or imprudent is allowed to exist.
5. Indicate specifically the knowledge and experience that you would bring to the board. I have 26 years of increased responsibility working for the City of Fresno Department of Parks, Recreation and Community Services. I was responsible for providing city-wide recreation programs that promoted health and wellness for children, adults, senior citizens, and disabled youth and adults. I was responsible for creating and managing line item budgets, recruiting and training staff, facility management and maintaining regular communication with the Fresno City Council and the Mayor's office.
6. Please provide a forecast of where you see the school in one year and then again in five years. The 2015-16 school year at VPA will utilize the globally acclaimed *The Leader in Me* program that promotes; responsibility, critical thinking, integrity, teamwork, collaboration, listening, and speaking. I envision that this investment of resources and staff training will ultimately benefit every student in a very positive way. The next five years at VPA is all about smart growth. With the addition of Aspen Public School (a replicate of the successful model of VPA), growth is certainly in the future. I hope to see the establishment of a high school for the two TK-8 feeder schools.
7. How would you handle a situation in which you believe one or more members of the school's board are involved in self-dealing (working for their own benefit or the benefit of their friends and family)? I would ask difficult questions that would require specific and truthful answers to my concerns. If I were not satisfied with the answers, I would consult with our attorney for guidance. Egregious events would be reported to FUSD Charter office Manager.

Conflict of Interest

8. If you, your spouse or other immediate family members knew any of the other board members prior to being invited to sit on the board, please so indicate and describe the relationship. N/A
9. If you, your spouse or other immediate family members know any people already known to be prospective school employees, please so indicate and describe the relationship. N/A
10. If you, your spouse or other immediate family members know anyone that plans to do business with the school, please so indicate and describe the relationship and the nature of the potential business.
N/A

Formatted: Font: (Default) Overlock

11. If the school proposes to partner with an educational service provider (a management company), please indicate if you, your spouse or other immediate family members know any employees, owners, or agents of that provider. If your answer is yes, please indicate the individuals you know and the nature of the relationship. *N/A*
12. If the school proposes to enter into a contract with an educational service provider, please indicate whether you, your spouse or other immediate family member have a direct or indirect ownership, employment, contractual or management interest in the educational service provider. *N/A*
13. Please indicate if you, your spouse or other relative (by marriage or blood) anticipate conducting any business with the educational service provider, the school, or both. If so, please describe the potential relationship. *N/A*
14. Please indicate if you foresee any potential ethical or legal conflicts of interests should you serve on the school's board. If so, describe such potential conflicts. *N/A*

Educational Philosophy

15. Please describe your understanding of the school's mission and/or philosophy. **The mission of VPA is *Transforming the community by developing exceptional leaders*. VPA provides a safe learning environment where students can develop academic and character excellence. The mission is for all students to become self-motivated, lifelong learners by providing high academic and ethical standards. When 21st. century leadership skills are taught alongside standards-based curriculum, students become productive and healthy members of our community.**
16. Please indicate your level of familiarity with the educational program that the school utilizes. **Teachers align all lesson plans to California Common Core State Standards. In addition to using state-adopted core textbooks, teachers have the flexibility to design curriculum using the internet, enrichment materials, project based assignments and teacher created materials. Curriculum effectiveness is analyzed by educational SMART goals (specific, measurable, attainable, results oriented, time bound). Character development is the keystone to VPA. Core values are taught through Franklin Covey's *7 Habits of Happy Kids* (The Leader in Me). VPA utilizes the Discipline that Restores model, developed by Ron and Roxanne Claassen which promotes discipline that is fair, restorative and consistent.**
17. Please describe what you believe to be the key characteristics of a successful school. What specific steps do you think the board of the school will need to take to ensure that this school is successful? **Key characteristics: Vision, leadership, professional development, high academic standards, evidence of success, family/ school/ community partnership, evaluation. Steps to ensure success include; supporting a culture of transparency, quarterly review of mission/goals/objectives, meaningful evaluations of all stakeholders, monthly budgetary reviews, review academic stats.**

Formatted: Font: (Default) Overlock

Mary Jane Fitzpatrick

(559) 905-1919
1522 W Holland Ave. Fresno, CA 93722
mjcfitz@comcast.net

Education

- California State University, Fresno 1974 Dean's List Graduate
Bachelor of Science Degree, Therapeutic Recreation

Professional Experience

- Recreation Manager, City of Fresno Department of Parks and Recreation March 2005- June 2010
Responsible for city-wide recreation programs including; senior citizens, disabled youth and adults, adult sports programs, health and wellness, aquatics and neighborhood parks. Managed 325 employees. Managed line item budgets totaling seven million dollars. Reported to Fresno City Council and Mayor's office.
- Community Recreation Supervisor II March 1998-March 2005
Supervised 15 neighborhood park programs, 20 FUSD elementary school programs and managed Mosqueda Community Center in Southeast Fresno. Supervised 12 fulltime staff and 41 temporary employees. Worked closely with Fresno Police Department in various youth programs and community events.
- Interim Community Recreation Supervisor II Sept 1996-March 1998
Supervised 15 neighborhood park programs, 20 FUSD elementary school programs and managed Mosqueda Community Center in Southeast Fresno. Supervised 12 fulltime staff and 41 temporary employees. Worked closely with Fresno Police Department in various youth programs and community events.
- Therapeutic Recreation Supervisor I Feb 1988- March 1996
Supervised and implemented adapted recreation programs for disabled youth and adults. Responsible for assuring ADA compliance and access to city owned facilities throughout Fresno.
- Therapeutic Recreation Specialist June 1984- Feb 1988
Planned and facilitated adapted citywide programs and activities for disabled youth and adults.
- Special Education Classroom Assistant , Fresno Unified School District Sept 1974-June 1976

Affiliations

- Fresno's Master Chorale, performing chorus with Fresno Philharmonic
- San Joaquin River Parkway (docent in training)
- Valley Preparatory Academy Board member and Leadership Team member
- First Congregational Church, member

Formatted: Font: (Default) Overlock

Background Information- insert resume here
Include the following information in resume:

- o Education History
- o Employment History -- If applicable, include previous experience with Charter Schools
- o Professional Licenses/Credentials
- o Professional Affiliations (Corporate Positions, Board Positions, etc)
- o Pictitious Business Name Affiliations
- o Professional References
- o If applicable -- Arrests and/or Convictions

Authorization to Release Information	
<p>My signature affirms that all information on this application is true to the best of my knowledge. Further, I authorize all employers, institutions, government agencies and persons named as references to release information for use in establishing my qualifications and credentials for this position. This authorization:</p> <ul style="list-style-type: none"> o Removes all liability from those who provide information and verification in response to any information I have stated in applying on behalf of the above referenced Charter School. o Releases Fresno Unified School District and any agent acting on its behalf from any and all liability of whatever nature in requesting or using such information to assess my candidacy on behalf of the above referenced Charter School. o Is valid during my entire candidacy and during any resulting period of employment with the above referenced Charter School. o Is an indication of my knowledge and understanding that the information provided in this application will be used to examine my background and my knowing and voluntary agreement to the background information being publicly disclosed as part of the charter petition review and renewal process. o Is an indication of my understanding that any reports generated by the District will not be confidential and my knowing and voluntary waiver of any such confidentiality. 	
Signature: <u>Mary Jane Fitzpatrick</u>	
Name: <u>MARY JANE FITZPATRICK</u>	
Position with School Development Team: <u>Board member</u>	Date: <u>9/22/15</u>

MEGAN RAFFERTY

Fresno Unified School District Request for Board Member Information		
Personal Information		
Name (First/Middle/Last): Megan E Rafferty		
Other Names Used (i.e. Maiden/Former Married):		
Current address: PO Box 214		
City: Linden	State: CA	Zip Code: 95236
Daytime Phone: 209-351-3468	Cell	Fax
Email Address: mrafferty3@gmail.com		

Serving on a public charter school board is a position of great trust and responsibility. As a board member of a public school, you are not only ultimately responsible for the education of all students enrolled in the school, but also entrusted with the obligation to see that the public monies which are given to the charter school are legally and wisely spent.

By providing the requested information, prospective board members will assist the Board of Education in determining if the application demonstrates that the school will be run in a financially, organizationally and educationally sound manner.

Will you be at least eighteen years old by January 1 of the year in which you plan to serve as a board member for the charter school? ☒ Yes ☐ No

Please submit typed responses to the inquiries below:

1. Indicate how you became aware of the charter school and the opportunity to serve as a member of its board, including who invited you to sit on the board.

Recently, I started doing work in Fresno and felt like supporting a charter school in the region would deepen my work in the community. Corrie Sands invited me to interview for the board position.

2. Explain why you wish to serve on the board.

I want to support a charter school that making strides in closing the achievement gap for students in Fresno. I believe that supporting school choice is important especially for low income and first generation students. A great public school can change the lives of students.

3. Please indicate if you have previously served on a board of a school district or a not-for-profit corporation (including the board of a non-public school) and describe any relevant experience.

Formatted: Font: (Default) Overlock

4. Describe your understanding of the appropriate role of a public charter school board member.

A charter school board member should focus relentlessly on student achievement, act strategically, commit to exemplary governance, ensure that there is exceptional school leadership, raise and use resources wisely, and maintain regulatory and legal compliance.

5. Indicate specifically the knowledge and experience that you would bring to the board.

I bring knowledge and experience of a classroom educator, a qualitative researcher -whose primary research focus was high performing charter management organization and charter school authorizing, education data, and aligning the education to workforce pipeline.

6. Please provide a forecast of where you see the school in one year and then again in five years.

I see Valley Prep making great academic strides across their campus in the next year as well as growing their second campus enrollment. In five years, I believe that Valley Prep will see organizational growth. Additionally, I foresee the organization will have high achieving students across sites that are out performing their peers in the city.

7. How would you handle a situation in which you believe one or more members of the school's board are involved in self-dealing (working for their own benefit or the benefit of their friends and family)?

I would find evidence regarding the self-dealing, and then I would bring it to the rest of the board and call for those other board members resign.

Conflict of Interest

8. If you, your spouse or other immediate family members knew any of the other board members prior to being invited to sit on the board, please so indicate and describe the relationship.

No.

9. If you, your spouse or other immediate family members know any people already known to be prospective school employees, please so indicate and describe the relationship.

I met Corrie Sands prior to expressing interest in coming onto the board.

10. If you, your spouse or other immediate family members know anyone that plans to do business with the school, please so indicate and describe the relationship and the nature of the potential business.

No.

Formatted: Font: (Default) Overlock

11. If the school proposes to partner with an educational service provider (a management company), please indicate if you, your spouse or other immediate family members know any employees, owners, or agents of that provider. If your answer is yes, please indicate the individuals you know and the nature of the relationship.

No.

12. If the school proposes to enter into a contract with an educational service provider, please indicate whether you, your spouse or other immediate family member have a direct or indirect ownership, employment, contractual or management interest in the educational service provider.

No

13. Please indicate if you, your spouse or other relative (by marriage or blood) anticipate conducting any business with the educational service provider, the school, or both. If so, please describe the potential relationship.

No

14. Please indicate if you foresee any potential ethical or legal conflicts of interests should you serve on the school's board. If so, describe such potential conflicts.

I don't.

Educational Philosophy

15. Please describe your understanding of the school's mission and/or philosophy.

Valley Prep's mission is transforming the community through the development of exceptional leaders. Essentially, through education you can transform communities.

16. Please indicate your level of familiarity with the educational program that the school utilizes.

I am relatively familiar with some of the educational programs, such as Boot Camp, that the schools utilize. I look forward to getting more familiar over time.

17. Please describe what you believe to be the key characteristics of a successful school. What specific steps do you think the board of the school will need to take to ensure that this school is successful?

I believe that great leadership and passionate teachers are essential characteristics of a successful school. As a board member we are charged with supporting the executive director. Great leadership starts at the top.

Formatted: Font: (Default) Overlock

Background Information- insert resume here
Include the following information in resume:

- Education History
- Employment History – If applicable, include previous experience with Charter Schools
- Professional Licenses/Credentials
- Professional Affiliations (Corporate Positions, Board Positions, etc)
- Fictitious Business Name Affiliations
- Professional References
- If applicable – Arrests and/or Convictions

Authorization to release Information

My signature affirms that all information on this application is true to the best of my knowledge. Further, I authorize all employers, institutions, government agencies and persons named as references to release information for use in establishing my qualifications and credentials for this position: This authorization:

- Removes all liability from those who provide information and verification in response to any information I have stated in applying on behalf of the above referenced Charter School.
- Releases Fresno Unified School District and any agent acting on its behalf from any and all liability of whatever nature in requesting or using such information to assess my candidacy on behalf of the above referenced Charter School.
- Is valid during my entire candidacy and during any resulting period of employment with the above referenced Charter School.
- Is an indication of my knowledge and understanding that the information provided in this application will be used to examine my background and my knowing and voluntary agreement to the background information being publicly disclosed as part of the charter petition review and renewal process.

- Is an indication of my understanding that any reports generated by the District will not be confidential and my knowing and voluntary waiver of any such confidentiality.

Signature: _____

Name: _____

Position with School Development Team: _____

Date: 1/28/16

Formatted: Font: (Default) Overlock

MEGAN RAFFERTY

3500 N DUNCAN RD • LINDEN, CA 95236 • MRAFFERTY3@GMAIL.COM • (209)351-3468

SUMMARY OF QUALIFICATIONS

An Education Consultant with a Master's degree in Special Education and six years of educational development work experience, specializing in the research, analysis, development and presentation of public charter school policies and data.

EDUCATION

<i>Master of Arts (M.Ed.), Special Education</i> University of the Pacific	Graduated May 2013 Stockton, CA
<i>Bachelor of Arts (B.A.), Cultural Anthropology</i> University of Oregon	Graduated August 2003 Eugene, OR

WORK EXPERIENCE

Outreach Consultant Educational Results <ul style="list-style-type: none">Assist in the development of Cal-PASS Plus website, California's K-16 to workforce data website.California charter schools & traditional districts engagement to increase membership to Cal-PASS Plus.Meet and present to district school leaders to inform them about the Cal-PASS Plus.Assist in the coordination and planning of meetings and webinars across California to increase awareness, shift the mindset from compliance to education improvement & reform.Facilitate small group activities during meeting to assist participants in accessing and understanding dataSupport the development of the Cal-PASS Plus K-12 Foster Youth DashboardDevelop power point presentations and website content.Develop and present webinars to train new members on using Cal-PASS Plus.	November 2013- Present Sacramento, CA
Research Consultant, Author National Association of Charter School Authorizers <ul style="list-style-type: none">Updated policy briefs: <i>Chartering Boards, NACSA's Principles & Standards, Minimum Performance Thresholds, Evaluating & Sanctioning Authorizers.</i>Developed interview protocol with the goal of getting the right responses for the needs of the work. Interviewed leaders of charter school authorizing, charter school policy, and SEA in eight states.Revised and rewrote briefs to reflect current policy, rules, regulations, and practices.	February 2014-June 2014 Chicago, IL
Presenter & Co-Author Soholt Strategic Communications <ul style="list-style-type: none">Disseminated the Bill & Melinda Gates Foundation Charter Management Organization (CMO) Succession Planning Report to charter school organizations through three state and national charter school conferences and an online tool featured on the National Alliance for Public Charter Schools' website.Coordinated a private session for forty high performing CMO leaders and supporters at the California Charter School Association Conference to present the CMO Succession Planning Report.Designed a hour-long PowerPoint presentation on the report, online tool, and data compiled for conferences.	March 2012 – Present Seattle, WA

Formatted: Font: (Default) Overlock

**Principal
Egret Hill Consulting, LLC**

**January 2009 – Present
Linden, CA**

- Formed collaborative relationships with educational organizations and organization leaders for a consulting firm supporting charter school organizations through research, project work, and advocacy.
- Contributed to two national studies on high performing charter schools through site visits of high-performing charter schools and interviews with key stakeholders across the nation.
- Developed and delivered presentations to local LEA representatives and developers on charter start up options.

**Education/Research Consultant
WestEd**

**August 2012 – February 2013
Sacramento, CA**

- Developed a five-page report assessing the practices of California's Charter School Authorizers commissioned by the California Department of Education in support of the California Board of Education.
- Interviewed the executive leadership of eight high performing charter schools and charter management organizations in order to identify "best practices" in data management and charter school authorizer practices.
- Identified charter school authorizers with rigorous oversight practices for qualitative interviews.
- Developed an interview protocol for charter school organizations and charter school authorizers.
- Interviewed CDE Charter School Dissemination Grant recipients on the application process and grant impact.
- Developed a marketing plan for the CDE Dissemination Grant which improved applicant pool size 41%.

**Contributing Researcher and Author
Plattner Communications**

**August 2011 – January 2012
Baltimore, MD**

- Developed an eighteen-page actionable research report detailing current charter school practices with an online tool that allowed charter school leaders to access resources and improve succession planning practices. The report can be found on the National Alliance for Public Charter Schools website.
- Conducted a research study, which included qualitative and quantitative methods, examining the succession planning practices of top performing CMOs.

**Consulting Researcher
KW Consulting**

**July 2010 – February 2011
Seattle, WA**

- Coordinated site visits and conducted in-person interviews across five nation-wide charter and public schools as project principal for a case study examination of innovative special education delivery in public schools.

Aspire Public Schools, Educator

August 2005 – May 2010

- Regional substitute teacher K-12
- Special educator & RtI coordinator

ASSOCIATIONS

Rye Catcher, *Advisor*
New York, NY

October 2014- Present

- Strategic partnerships
- Business development

WISH Charter Elementary, *Board Member*
Los Angeles, CA

March 2013 – June 2015

- Community Outreach and Executive Committee Member

The Fine Road Foundation, *Co- Founder/ Trustee*

May 2013- Present

Linden, CA

Formatted: Font: (Default) Overlock

- Organizational Development
- Governance Committee and Community Relations Committee

Association of Small Foundations

June 2013- December 2013

Washington, D.C.

- Next Generation Cohort Member

STEVEN JOHN PAUL

Fresno Unified School District Request for Board Member Information			
Personal Information			
Name Stephen John Paul			
Current address: 5844 E. Hamilton			
City: Fresno	State: CA	Zip Code: 93727	
Daytime Phone:	Cell 559 259-6752	Fax	
Email Address: spaul@cgs@gmail.com			

Serving on a public charter school board is a position of great trust and responsibility. As a board member of a public school, you are not only ultimately responsible for the education of all students enrolled in the school, but also entrusted with the obligation to see that the public monies which are given to the charter school are legally and wisely spent.

By providing the requested information, prospective board members will assist the Board of Education in determining if the application demonstrates that the school will be run in a financially, organizationally and educationally sound manner.

Will you be at least eighteen years old by January 1 of the year in which you plan to serve as a board member for the charter school? ☒ Yes ☐ No

Please submit typed responses to the inquiries below:

1. Indicate how you became aware of the charter school and the opportunity to serve as a member of its board, including who invited you to sit on the board. *Became aware through current boardmember Carrie Krikorian Zulewski and I was invited by Carrie Zulewski.*
2. Explain why you wish to serve on the board. *My family has serving the community in for over 110 years. From senior citizens to children, any opportunity to improve the quality of life for our citizens you or old is a privilege.*

3. Please indicate if you have previously served on a board of a school district or a not-for-profit corporation (including the board of a non-public school) and describe any relevant experience. *I have appointed to the Roosevelt Implementation committee from 1991 to 1995 for the city of Fresno by then city council member Esther Padilla.*
4. Describe your understanding of the appropriate role of a public charter school board member. *Help manage, guide and direct the development of exceptional leaders.*
5. Indicate specifically the knowledge and experience that you would bring to the board. *As a native to Fresno I bring a wealth of historical knowledge to the board. From my families agricultural roots dating back from 1904 to my development of Bouquet of Fruits as a nationally recognized brand my business experience, business development and people skills can help play a role in this board.*
6. Please provide a forecast of where you see the school in one year and then again in five years. *To open Aspen as a public school with a safe and dynamic learning environment making it the foundation to expand and open other successful schools for the community.*
7. How would you handle a situation in which you believe one or more members of the school's board are involved in self-dealing (working for their own benefit or the benefit of their friends and family) *Bring it to the attention to the board and call for a special meeting to address the issues and vote to regain compliance to the bi laws of the board and to the charter.*

Conflict of Interest

8. If you, your spouse or other immediate family members knew any of the other board members prior to being invited to sit on the board, please so indicate and describe the relationship. *No knowledge by myself or my spouse of any other board members.*
9. If you, your spouse or other immediate family members know any people already known to be prospective school employees, please so indicate and describe the relationship. *No knowledge of any suggested above.*
10. If you, your spouse or other immediate family members know anyone that plans to do business with the school, please so indicate and describe the relationship and the nature of the potential business. *No knowledge by either myself or my spouse of any such activity.*

Formatted: Font: (Default) Overlock

11. If the school proposes to partner with an educational service provider (a management company), please indicate if you, your spouse or other immediate family members know any employees, owners, or agents of that provider. If your answer is yes, please indicate the individuals you know and the nature of the relationship. *No knowledge by either myself or my spouse of any such activity.*
12. If the school proposes to enter into a contract with an educational service provider, please indicate whether you, your spouse or other immediate family member have a direct or indirect ownership, employment, contractual or management interest in the educational service provider. *No knowledge by either myself or my spouse of any such activity.*
13. Please indicate if you, your spouse or other relative (by marriage or blood) anticipate conducting any business with the educational service provider, the school, or both. If so, please describe the potential relationship. *No knowledge or desire by either myself, family members or by my spouse for any such activity.*
14. Please indicate if you foresee any potential ethical or legal conflicts of interests should you serve on the school's board. If so, describe such potential conflicts. *NONE.*

Educational Philosophy

15. Please describe your understanding of the school's mission and/or philosophy. *Growing the community by developing exceptional leaders to provide a safe and dynamic learning environment for students*
16. Please indicate your level of familiarity with the educational program that the school utilizes. *Medium to High.*
17. Please describe what you believe to be the key characteristics of a successful school. What specific steps do you think the board of the school will need to take to ensure that this school is successful. To *always provide a safe and thriving learning environment so all students can achieve their maximum learning abilities without feeling inhibited.*

Background Information- insert resume here

Include the following information in resume: *Resume has already been provided. Please modify as needed to accommodate your needs.*

- Education History
- Employment History – If applicable, include previous experience with Charter Schools
- Professional Licenses/Credentials
- Professional Affiliations (Corporate Positions, Board Positions, etc)
- Fictitious Business Name Affiliations
- Professional References
- If applicable – Arrests and/or Convictions

STEPHEN J. PAUL

5844 E, Hamilton Ave
Fresno, Ca. 93727
Ph, 559-259-6752
spaul@cgsmail.com

Summary: Currently working at Homegrown Organic Farms in Porterville, Ca as the stone fruit, specialty fruit, grape and value added commodities Category Director. 1987 to 2008, co-founder of Bouquet of Fruits, bouquetoffruits.com and 2009 to the present co-founder of Gourmet Shopping Network LLC, DBA California Gourmet Company. Over 20 years of experience with on line food marketing. 28 years experience in the food manufacturing and new value added product development. Over 33 years of experience in the fresh produce industry.

Job Title: Consultant

Employer: The Food Commons, FRESNO, CALIFORNIA

Dates: 04/14 to 11/14

Duties: Consult the business development for a new retail operation with e-commerce supporting sustainable local agricultural grown food and value added products for under serviced communities within the city of Fresno.

Job Title: Consultant

Employer: Thomas Creek Farms LLC., STRATHMORE, CALIFORNIA

Dates: 10/12 to 6/14

Duties: Business development and new value added agricultural food product development.

Job Title: Category Sales Manager

Employer: Homegrown Organic Farms., PORTERVILLE, CALIFORNIA

Dates: 10/11 to Present

Duties: Category commodity manager and business development for stone fruit, specialty fruit, grapes and value added products.

Job Title: Founder

Employer: Gourmet Shopping Network LLC DBA, California Gourmet Company 2015 W. Bullard Ave, FRESNO, CA. 93711.
<http://www.californiagourmetcompany.com>

Dates: 6/08 to Present

Duties: Founded and created the Gourmetshoppingnetwork.com. An ecommerce portal and brick and mortar retail store giving consumers a direct link to California producers and food manufactures. Developed the brand, technology, marketing and infrastructure to launch the business in 2009. All sites are live and functional.

Job Title: Founder, Owner

Employer: Bouquet of Fruits Inc., FRESNO, CALIFORNIA

Dates: 1/87 to 12/08

Formatted: Font: (Default) Overlock

My signature affirms that all information on this application is true to the best of my knowledge. Further, I authorize all employers, institutions, government agencies and persons named as references to release information for use in establishing my qualifications and credentials for this position: This authorization:

- Removes all liability from those who provide information and verification in response to any information I have stated in applying on behalf of the above referenced Charter School.
- Releases Fresno Unified School District and any agent acting on its behalf from any and all liability of whatever nature in requesting or using such information to assess my candidacy on behalf of the above referenced Charter School.
- Is valid during my entire candidacy and during any resulting period of employment with the above referenced Charter School.
- Is an indication of my knowledge and understanding that the information provided in this application will be used to examine my background and my knowing and voluntary agreement to the background information being publicly disclosed as part of the charter petition review and renewal process.
- Is an indication of my understanding that any reports generated by the District will not be confidential and my knowing and voluntary waiver of any such confidentiality.

Signature: *Stephen J. Paul*

Name: *Stephen J. Paul*

Position with School Development Team: *School Board*

Date: *10-12-15*

APPENDIX D: SCHOOL CALENDAR

Valley Preparatory Academy and Aspen Public School | 2017-2018 Calendar



For class field trip dates and special events info:
www.valleyprep.com
www.aspenps.org



School Begins
July 24, 2017
School Ends
June 13, 2018

Orange	Holiday
Blue	Not in session
Green	Parent Conferences / No School
Yellow	Teacher Inservice/No School
White	Normal day
Light Blue	Minimum Day

Black calendar days denote when school will be in session.

Red calendar days denote when school will not be in session.

Classes begin at 8:00 AM

Monday - Thursday
Transitional Kindergarten - 11:30 AM
Kindergarten - 2:50 PM
1st - 8th grades - 3:15 PM

Fridays are minimum days; students will be dismissed at:
Transitional Kindergarten - 11:30 AM
Kindergarten - 12:50 PM
1st - 8th grades - 2:00 PM

July 2017	August 2017	September 2017	October 2017
S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
November 2017	December 2017	January 2018	February 2018
S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28
March 2018	April 2018	May 2018	June 2018
S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30

Vacations and Holidays

Labor Day: Sept. 4
Fall Break: Sept. 18-Oct. 6
Veteran's Day: Nov. 10
Thanksgiving Break: Nov. 20-24
Winter Break: Dec. 18-Jan. 6
M. L. King, Jr. Day: Jan. 15
Lincoln's Birthday: Feb. 12
Presidents' Day: Feb. 19
Spring Break: Mar. 19-Apr. 6

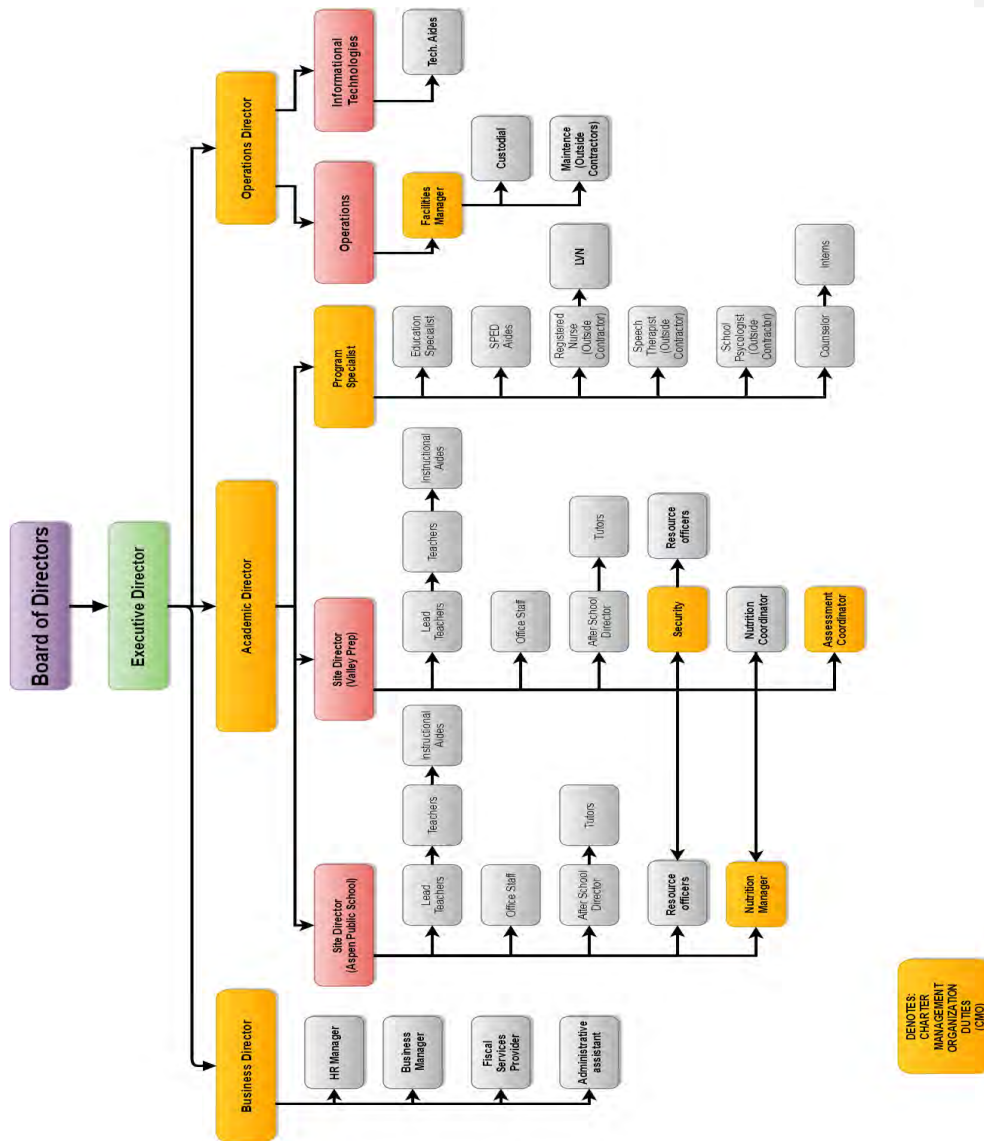
VPA Board of Education Meetings

Fourth Tuesday of the month at 10:00 AM, unless otherwise specified.
Check school website for meeting location.

Formatted: Font: (Default) Overlock

APPENDIX E: ORGANIZATIONAL CHART

The following is the [AVPA, Inc. Organizational Chart](#):



Formatted: Font: (Default) Overlock

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 08, 2021

Agenda Item A-14

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Grant Application to the California Department of Education for National School Lunch Program Equipment Assistance

ITEM DESCRIPTION: It is recommended the Board approve submission of a grant application to the California Department of Education for a 2021 National School Lunch Program Equipment Assistance Grant. The grant provides funding to help schools serve healthier meals, provide meal service during pandemic or natural disaster, improve food safety, and help support the establishment, maintenance, or expansion of the school breakfast program. The district is requesting funding to support the purchase of a new meal delivery truck to replace an inoperable 1999 model.

FINANCIAL SUMMARY: The grant will provide up to \$100,000 for the purchase of the delivery truck; additional funding is available in the Cafeteria Fund to support the approximate \$135,000 vehicle cost.

PREPARED BY: Amanda Harvey,
Director, Nutrition Services

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

CABINET APPROVAL: Karin Temple,
Chief Operating Officer

SUPERINTENDENT APPROVAL:



Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 08, 2021

Agenda Item A-15

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Use of Individual Piggyback Contracts

ITEM DESCRIPTION: Included in the Board binders and recommended for approval is a list of 12 piggyback contracts for use during 2021/22 for efficient and cost-effective procurement. This is in addition to piggyback contracts approved by the Board previously, to allow for expedited purchases related to science and technology, HVAC equipment, student meal services, security hardware, performing arts supplies, and modular buildings.

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.

This item was originally recommended on the October 27, 2021 Board meeting agenda. At that time the Board requested more information including the sustainability of modular classrooms. The DSA-approved modulares that would be purchased on the recommended piggyback contracts provide energy efficiency and building systems can be specially designed to provide the highest level of healthy environment for students and teachers. Additional detail for all recommended contracts is provided in the backup material.

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
DECEMBER 08, 2021 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 R170501 Security System Materials and Supplies	Anixter, Inc. Phoenix, AZ	\$500,000	Allows Maintenance to purchase security door hardware, key systems, combinations locks, etc. Currently approx 4-5 informal bids annually.	Discount off list price. Name brands used in the district: Schlage, Sargent, Tripp-lite.
2.	National Joint Powers Alliance (NJPA) Contract 030817-CAR HVAC Systems, Installation and Service with Related Products and Supplies	Carrier Corp. Charlotte, NC	\$1,000,000	Allows Maintenance to purchase from an alternate resource for HVAC units for emergency situations. HVAC equipment is in high demand, so having multiple sources ensures the district can procure HVAC equipment quickly and at a competitive price.	45-68.5% discount off list price. Can purchase Carrier HVAC units and refrigeration controls.
3.	OMNIA Partners Region 4 Education Service Center Contract R210401 Technology Solutions, Products and Services	CDW Government, LLC Vernon Hills, IL	\$2,000,000	Allows for purchase of technology for a variety of needs. The district can quickly adjust as standards change and meet needs by procuring a range of technology items in large volume if needed.	Percentage discounts by category. Examples of products include student and staff laptops, and classroom technology (doc cams, flat screen monitors).
4.	OMNIA Partners Region 4 Education Service Center Contract R200401 HVAC Equipment, Installation, Services & Related Products	Daikin Applied Americas, Inc. Minneapolis, MN	\$1,000,000	Allows Maintenance to purchase from an alternate resource for HVAC chillers and controls for emergency situations. HVAC equipment is in high demand, so having multiple sources ensures the district can procure HVAC equipment quickly and at a competitive price.	Discount off list price. Can purchase Daikin 200-ton chiller.
5.	OMNIA Partners University of California Contract 2021002889 General Lab Supplies and Distribution Services	Fisher Scientific, LLC. Pittsburg, PA	\$300,000	Provides an alternate resource for science instructional equipment and PPE related items.	Discounts by category and custom market baskets for educational agencies. Product portfolio includes PPE supplies (gloves, COVID test kits, masks).

PIGGYBACK BACKUP SUPPLEMENTAL LIST
DECEMBER 08, 2021 BOARD MEETING

Piggyback Contract		Supplier and Primary Location	Estimated Annual \$	Purpose of Piggyback	Additional Information (pricing structure, examples of items purchasing)
6.	OMNIA Partners Region 4 Education Service Center Contract R200402 HVAC Equipment, Installation, Services & Related Products	Johnson Controls, Inc. Milwaukee, WI	\$1,000,000	Allows Maintenance to purchase from an alternate resource for HVAC chillers and controls for emergency situations. HVAC equipment is in high demand, so having multiple sources ensures the district can procure HVAC equipment quickly and at a competitive price.	Discount percentage off list price. Can purchaser York chillers and controls.
7.	Monson Sultana Joint Union Elementary Cooperative Bid and Deferred Purchase Agreement Modular Buildings	JTS Modular, Inc. Bakersfield, CA	\$1,000,000	Allows Facilities to purchase modular classrooms as needed for program and enrollment needs. Facilities will leverage multiple portable building vendors to address stock availability, sustainability, and best value pricing.	These DSA approved classrooms are energy efficient (insulation, windows, HVAC, lighting, roofing), and building systems can be customized for to meet environmental health standards.
8.	Corona-Norco Unified School District Contract: 2018-19-033 Paper Goods & Packaging Supplies	P&R Paper Supply Co., Inc. Redlands, CA	\$600,000	Allows Nutrition Services to purchase paper products including sporks, serving trays, cups, and napkins with best pricing.	Items support student meal services.
9.	Central Valley Buying Group Washington Unified School District Contract: N/ A Paper Goods & Packaging Supplies; Canned and Dry Food Items	Sysco Central California Modesto, CA	\$350,000	Allows Nutrition Services to purchase paper products and food items at competitive pricing for a variety of menu options.	Items support student meal services.
10.	OMNIA Partners Region 4 ESC – TX Contract R191204 Performing Arts Apparel, Instruments, Furnishings, Storage and Related Services	Wenger Corporation Owatonna, MN	\$200,000	Allows Student Engagement to quickly meet musical storage and other site needs.	Price list available.

PIGGYBACK BACKUP SUPPLEMENTAL LIST
DECEMBER 08, 2021 BOARD MEETING

Piggyback Contract		Supplier and Primary Location	Estimated Annual \$	Purpose of Piggyback	Additional Information (pricing structure, examples of items purchasing)
11.	OMNIA Partners Region 4 Education Service Center Contract R210503 Modular Buildings, Portable Storage and Relocatable Walkways Re-bid of previous contract that expired 09/30/2021.	Williams Scotsman, Inc. Fresno, CA	\$1,000,000	Allows Facilities to purchase modular classrooms as needed for program and enrollment needs. Facilities will leverage multiple portable building vendors to address stock availability, sustainability, and best value pricing.	Rental/lease pricing based on duration. These DSA approved classrooms are energy efficient (insulation, windows, HVAC, lighting, roofing), and building systems can be customized for to meet environmental health standards.
12.	Desert Purchasing Group (DPG) Coop Palm Springs Unified School District RFP No. NS-20-01 Paper Non-Food Products	P&R Paper Supply Co., Inc. Redlands, CA	\$150,000	Allows Nutrition Services to purchase items used in providing student meals such as disposable gloves and bouffant caps.	Items support student meal services.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 08, 2021

Agenda Item A-16

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Rejection of Bid 22-16, Tenaya Middle School Office and Site/Walk Improvements

ITEM DESCRIPTION: Included in the Board binders is information on Bid 22-16, for new steel picket and chain-link fencing and gates, concrete sidewalks, entry canopy, new main office exterior doors and landscape and lighting improvements at Tenaya Middle School to improve safety and security for students, staff and visitors. The project will replace existing grass areas in front of the Administration Office with concrete and install fencing, gates, and new office entry doors to create a single point of entry to the campus.

The request for bids was lawfully advertised on October 5, 2021. Notifications were sent to 94 firms plus five construction trade publications, and the district received three responses. Bids were opened November 2, 2021. Staff recommends rejecting all bids due to bid prices being significantly higher than the estimated amount. The project scope will be evaluated for modification and rebid in the future.

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

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

PREPARED BY: Ann Loorz,
Executive Director, Purchasing

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

CABINET APPROVAL: Karin Temple,
Chief Operating Officer

SUPERINTENDENT APPROVAL:





FRESNO UNIFIED SCHOOL DISTRICT
BID TABULATION

BID NO. 22-16, TENAYA MIDDLE SCHOOL OFFICE & SITE WALK IMPROVEMENTS

Bid Opening Date: November 2, 2021 prior to 2:01 P.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID 1 TENAYA MS OFFICE & SITE WALK IMPROVEMENTS	ADD ALT. 1 SITE LIGHTING	ADD ALT. 2 SITE CONCRETE ENHANCEMENT	ADD ALT. 3 CANOPY STRUCTURE	ADD ALT. 4 HEALTH OFFICE REMODEL - 102, 103, 104, 105	TOTAL BID AMOUNT	RECOMMENDED AWARD AMOUNT
Davis Moreno Construction, Inc.	Fresno	\$457,394	\$13,464	\$7,916	\$53,503	\$150,469	\$682,746	\$0
Ardent General, Inc.	Fresno	\$418,000	\$11,700	\$9,500	\$66,000	\$193,400	\$698,600	\$0
Caliber Contracting Services, Inc.	Fresno	\$409,000	\$21,450	\$22,000	\$66,550	\$184,900	\$703,900	\$0

Low bid determined by combined total of Base Bid and all Alternates.

Staff recommends rejecting all bids due to low bid amount exceeding established budget.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 08, 2021

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: Ratification of Addendum with New Life Physical Therapy Services, dba Goodfellow Therapy

ITEM DESCRIPTION: Included in the Board binders is an addendum with New Life Physical Therapy Services, dba Goodfellow Therapy in the amount of \$96,000. The New Life Physical Therapy Services, dba Goodfellow will provide Occupational Therapy Services (OT) and Certified Occupational Therapist Assistants services with students who have been identified with these services on their Individualized Education Plans (IEP).

New Life Physical Therapy Services, dba Goodfellow Therapy currently has an approved Independent Contractor Services Agreement with Fresno Unified School District in the amount of \$1,102,000 executed on June 16, 2021.

These supports are provided during classroom instruction, virtual instruction and/or during in class or out of classroom support as prescribed on their IEPs. OTs support students to reach both academic and non-academic achievements by addressing the physical, cognitive, psychosocial, and sensory components of performance.

The term of this addendum commenced October 11, 2021 and ends June 30, 2022.

FINANCIAL SUMMARY: Sufficient funds of \$96,000 are available in the Special Education Department.

PREPARED BY: Dr. Tangee Pinheiro,
Instructional Superintendent

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

CABINET APPROVAL: Kim Mecum,
Chief Academic Officer

SUPERINTENDENT APPROVAL:





**GOODFELLOW
THERAPY**



HEALTHPRO PEDIATRICS

2505 W. Shaw Ave. #101 • Fresno, CA, 93711 • (559) 228-9100

Addendum Proposal

New Life Occupational Therapy Services, dba Goodfellow Therapy (Provider) agrees to provide additional occupational therapy to Fresno Unified School District. District understands that Provider's ability to provide occupational therapy practitioners is subject to the availability of Occupational Therapist Registered (OTR) or Certified Occupational Therapy Assistant (COTA). Unforeseen circumstances (i.e. maternity leave, medical leave, therapist moving) can impact availability of a therapist. Provider will do best to ensure that these unforeseen circumstances are covered, but cannot guarantee to do so based on the shortage of Occupational Therapy Practitioners in California.


Specialty/Discipline:	Certified Occupational Therapy Assistant (COTA)
Method of Service Delivery:	Onsite
If Onsite OTR is Not Available, are you open to virtual:	NO
Start Date:	October 11, 2021
End Date:	June 10, 2022
Daily Rate:	NA
Hourly Rate:	\$80.00
Hours Per Day:	Maximum of 8 per day
Overtime:	Not authorized by district
Positions Requested by District:	Full-Time
Projected days for School Year:	150
Total Cost to District:	\$96,000
Invoice Submitted to District By:	5 th Day of Each Month
Payment by District:	30 Calendar Days from receipt of Invoice
Billing Contact: Name	Ebony Hailey, Program Manager
Billing Contact: Email	ebony.hailey@fresnounified.org
Billing Contact: Address, State, Zip	Fresno Unified School District Special Education 1301 M Street Fresno, CA
Invoices Will Continue to Be Emailed To:	shoushan.krikorian@fresnounified.org
Cell number for texting or if there is an emergency	Ebony Hailey: 559-240-1734

Scope of Work Summary: Provide Occupational Therapy Services to include direct, consultation, and compensatory services, reports, goal development, service documentation, and attendance in IEP meetings. Indirect services include travel, phone calls, set-up, treatment planning, and staff collaboration.

Fresno Unified School District:

Authorized Representative
Date:

New Life, dba Goodfellow Therapy:


Authorized Representative
Date: 11/1/2021

Approved as to Form



Date: 11/12/2021



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

New Life Physical Therapy Services, P.C., dba Goodfellow

2505 W Shaw Ave, #101, Fresno, CA 93711

Vendor Name

(704) 277-6734 or (559) 228-9100 ext 502

Address

Elizabeth Stafford Ajello

Phone Number

Vendor Contact

From: October 11, 2021

Through: June 30, 2022

Term (Duration)

FUSD Contract Administrator:

Dr. Ebony Hailey

Special Education Department

457-3220

Name

Site/ Dept

Telephone number

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

060-6500-0782-5760-3150-5110

Annual Cost \$ 96,000.00

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

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

Yes ☒

No ☐

Scope of Work Summary:

To provide Certified Occupational Therapy Assistant (COTA) to sites.

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

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

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

Signed

Date

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

Signed

11/12/2021

Date

Please return signed contract to:

Malarie Silos

Name

Department



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

New Life Physical Therapy Services, P.C., dba Goodfellow

2505 W. Shaw Ave., #101 Fresno, CA 93711

Vendor Name

(704) 277-6734 or (559) 228-9100 ext. 502

Address

Elizabeth Stafford Ajello

Phone Number

Vendor Contact

From: July 1, 2021

Through: June 30, 2022

Term (Duration)

FUSD Contract Administrator:

Ebony Hailey

Special Education Department

559-457-3220

Name

Site/ Dept

Telephone number

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

060-6500-0782-5760-3150-5110

Annual Cost \$ 1,102,000.00

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

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

Yes ☒

No ☐

Scope of Work Summary:

Provide Occupational Therapy to students eligible per students IEP. Provide assessment, screening, observation, consultation, direct treatment, goals/objectives for IEPs, daily documentation, IEP reports and attendance at IEP meetings. The scope of work will include 7 FTE Occupational Therapist Registered/Licensed (OTR/L). The OT FTE will consist of 180 school days, 8 hours per day. Vendor will not solicit services directly. Special Education Staff will be solely responsible for referring parent/students to Vendor.

Date Item is to appear on Board of Education Agenda:

06/16/21

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

5/17/2021

Date

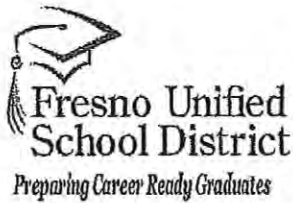
Please return signed contract to:

MAIRIE SILOS

Name

SPED

Department



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION Special Education Department

School/Department Budget: 060-6500-0782-5760-3150-5110

District Contact Person: Ebony Hailey

Budget Manager Approval: _____

Contractor's Vendor Name: New Life Physical Therapy Services, P.C., dba Goodfellow

Contractor's Contact Person: Elizabeth Stafford Ajello

Contractor's Title: Senior Vice President

Contractor's Telephone Number: (704) 277-6734 or (559) 228-9100 ext. 502

Contractor's E-mail: lajello@healthpro-heritage.com / john@gftherapy.com

Contractor's Address: 2505 W. Shaw Ave., #101 Fresno, CA 93711

Contractor's Taxpayer ID# or SSN#: 81-5145975

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") New Life Physical Therapy.

I. Contractor Services. Contractor agrees to provide _____

Provide Occupational Therapy to students eligible per students IEP. Provide assessment, screening, observation, consultation, direct treatment, goals/objectives for IEPs, daily documentation, IEP reports and attendance at IEP meetings. The scope of work will include 7 FTE Occupational Therapist Registered/Licensed (OTR/L). The OT FTE will consist of 180 school days, 8 hours per day. Vendor will not solicit services directly. Special Education Staff will be solely responsible for referring parent/students to Vendor.

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 \$ 95.00 per Hour, not to exceed \$ 1,102,000. Checks will be made payable to New Life Physical Therapy Services, P.C. 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 eas
- 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): \$ 1,102,000.
 - f. Other \$ 0.00
6. **Employment.** Are you a current FUSD employee? ☐ Yes ☒ No
7. **CalPERS & CalSTRS.** Are you a CalPERS or CalSTRS retiree? ☐ Yes ☒ No
8. **California Residency.** Contractor is a resident of the state of California: ☒ Yes ☐ No
9. **Report Fraud, Waste and Abuse.** By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at: <http://www.ppcpas.com/fresno-unified-fraud-alert>. The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.
10. **Conflict of Interest.** In consideration of the Districts Conflict of Interest Code, Contractor affirms they do not have, nor does the Contractor anticipate having any interest in real property, investments, business interest in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.
- Contractor's initials eas District's initials [Signature]
11. **Anti-discrimination.** Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the District's Chief Compliance and Title IX Officer Paul Idsvoog, by phone at 559-457-3730, by email at Paul.Idsvoog@fresnounified.org, or in person at 2309 Tulare Street Fresno, CA 93721.
12. **Termination of Agreement.** Either District or Contractor may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice. In the event of early termination, Contractor shall be paid for satisfactory work

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 08, 2021

Agenda Item A-18

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify Agreement with Good Company Players for Fifth Graders to See Founding Fathers and Mothers

ITEM DESCRIPTION: Included in the Board binders is an agreement with Good Company Players who will produce the play, "Founding Fathers and Mothers," aligned to fifth grade standards to be performed for all fifth-grade students. Included in the agreement work are rehearsals and performances; director, sets and lighting; projections; costuming; stage management; sound production, and other technical support as needed. There is also a history lesson that goes with the play that can be utilized to support the learning.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$28,404 are available in the Visual and Performing Arts budget.

PREPARED BY: Heather Kuyper-McKeithen,
Department of 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

Good Company Players

Vendor Name

559-266-0211

Phone Number

From: October 27, 2021

Term (Duration)

FUSD Contract Administrator:

Heather Kuyper-McKeithen

Name

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

Annual Cost \$ 28,404.00

(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:

Good Company Players will produce the play "Founding Fathers...and Mothers", aligned to fifth grade standards to be performed for all fifth grade students. Included in this work are rehearsals and performances; director; sets and lighting; projections; costuming; stage management; sound and track production, and other technical support as needed.

1105 N. Wishon, Fresno, CA 93728

Address

Laurie Pessano

Vendor Contact

Through: June 5, 2022

Visual and Performing Arts

248-7173

Site/ Dept

Telephone number

030-0727-0168-5899-1110-1000

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

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

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

Bryan D. Wells 10/01/2021
Signed **Date**

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

Andrew Cabone 10/5/2021
Signed **Date**

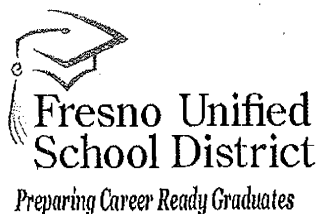
Please return signed contract to:

Heather Kuyper-McKeithen

Name

Visual and Performing Arts Department

Department



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 030-0727-0168-5899-1110-1000

District Contact Person: Heather Kuyper-McKeithen

Budget Manager Approval: _____

Contractor's Vendor Name: Good Company Players

Contractor's Contact Person: Laurie Pessano

Contractor's Title: Creative Director

Contractor's Telephone Number: 559-266-0211

Contractor's E-mail: Laurie@gcplayers.com

Contractor's Address: 1105 N. Wishon, Fresno, CA 93728

Contractor's Taxpayer ID# or SSN#:

This Independent Contractor Services Agreement is made and entered into effective 10/27/21 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide _____

Good Company Players will produce the play "Founding Fathers...and Mothers", aligned to fifth grade standards to be performed for all fifth grade students. Included in this work are rehearsals and performances; director; sets and lighting; projections; costuming; stage management; sound and track production, and other technical support as needed.

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 10/27/21, and shall terminate on 06/05/22. 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 \$ 28,404.00 per product. Not to exceed \$ 28,404.00. Checks will be made payable to Good Company Players. 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 4-JSP

- 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): \$ 28,404.00
- 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 4-JSP District's initials [Signature] [Signature]

11. Anti-discrimination. Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the District's Chief Compliance and Title IX Officer Paul Idsvoog, by phone at 559-457-3730, by email at Paul.Idsvoog@fresnounified.org, or in person at 2309 Tulare Street Fresno, CA 93721.

12. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice. In the event of early termination, Contractor shall be paid for satisfactory work

performed to the date of termination. The District may then proceed with the work in any manner the District deems proper.

Notwithstanding the expiration or termination of this Agreement for any reason (a) any provision of this Agreement that imposes or contemplates continuing obligations on a Party shall survive the expiration or termination of this Agreement, including without limitation, the rights and duties under Paragraphs 12, 13, 15, and 17; and (b) all undisputed fees due and payable hereunder through the termination date in accordance with Paragraphs 4 and 5.

13. Confidential Information

- a. For the purposes of this Agreement "Confidential Information" includes any written or oral information or data, disclosed by either Party to the other, which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, administration, plan design, benefits or contractual affairs of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.
- b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a "need to know," and who are themselves bound by similar nondisclosure restrictions (collectively, "Representatives"). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the Committee in writing within three (3) business days. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph 13.B. Upon the request of the Committee Contractor shall provide a written acknowledgement from each of its Representatives that said Representative is bound by the terms of this Paragraph 13.B.
- c. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information.
- d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:
 - i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;
 - ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the Committee an opportunity to seek appropriate protection; and
 - iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.
- e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the Committee and District. By granting access to Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any Confidential Information. After its review of the Confidential Information Contractor will return to the District all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the District's permission destroy the Confidential Information and certify in writing that it has been destroyed.

14. Injunctive Relief. Each Party acknowledges that a breach or threatened breach of this Agreement may cause immediate and irreparable harm to the District and that, to protect against such harm, the District may seek from a court of competent jurisdiction the issuance of a restraining order or injunction to prohibit any threatened disclosure

or misuse of the District's Confidential Information. Such an action for a restraining order or injunction is in addition to and does not limit all other remedies provided by law or in equity or by agreement between the Parties.

15. Indemnification and Hold Harmless. To the fullest extent allowed by law, the Contractor shall defend, indemnify and hold District, its agents, employees, Board of Trustees, members of the Board of Trustees, officials, officers, volunteers, and representatives ("Indemnitees") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees, regardless of whether sole or otherwise, as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively "Loss") to the extent arising out of or incident to: 1) the performance or breach of any of the terms and conditions of the contract (including but not limited to) the Contractor's use of the site; or 2) any acts, omissions, negligence, in connection with the performance of Services or otherwise arising from this Contract ("Indemnification"); or 3) the willful misconduct of the Contractor or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. The Contractor's Indemnification includes, but is not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses.

a. The Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnitees, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnitees, notwithstanding whether liability is, can be or has yet been established.

b. The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnitees, in any such suit, action or other legal proceeding. The Contractor shall reimburse Indemnitees, and each of them, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.


c. Acceptance of insurance certificates and endorsements required under the contract does not relieve the Contractor from liability under this indemnification and hold harmless clause. The requirements of this Section (Indemnification and Hold Harmless) shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

16. Insurance. Without limiting "Contractor" indemnification, it is agreed that "Contractor" shall secure and maintain in force during the term of this Agreement a Commercial General Liability policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than one million (\$1,000,000) dollars per occurrence, two million (\$2,000,000) annual aggregate limit. Business automobile Liability Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than one million (\$1,000,000) dollars per occurrence. In the event "Contractor" is working with students individually or providing professional services to students, "Contractor" shall maintain a policy providing coverage for sexual molestation and/or abuse claims. In the event that "Contractor's" Commercial General liability policy excludes coverage for sexual molestation and/or abuse claims shall be required to procure a separate or supplemental policy providing such coverage. The limits of coverage for the abuse and molestation policy shall be not less than \$1,000,000 per claim and \$3,000,000 aggregate. If any of the required policies provide coverage on a claims-made basis then the following shall apply; 1) The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work; 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work; (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. Self-insured retentions must be declared to and approved by District. The District may require "Contractor" to provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention. The policy shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.

The District shall be named as an additional insured on the policies by separate endorsement. A Certificate of Insurance and endorsements shall be attached to the Agreement as proof of insurance. The "Contractor" policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary. "Contractor" shall produce the policy for District, upon request.

17. Independent Contractor Status. While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.
18. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.
19. Fingerprinting Requirements. Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor and its consultants, prior to any of the Contractor's employees, or those of any other consultants, coming into contact with the District's pupils submit through the DISTRICT fingerprints to the Department of Justice (DOJ) for the monitoring and supervision of employee(s) and/or affiliated constituents. Contractor will not begin work on the Project site until obtaining a DOJ cleared status through the DISTRICT. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1. "Fingerprinting Requirements," is expressly understood and agreed to by the parties hereto:

Contractor's initials YJP

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: Good Company Players

Name: Laurie Pessano

Address:

1105 N. Wishon
Fresno, CA 93728

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

Good Company Players

Laurie Pessano, Creative Director
Name: Laurie Pessano, Title: Creative Director

9/29/2021

Date

Approved As To Form:

Andrew De La Torre

Andrew De La Torre, Executive Director
Benefits and Risk Management

10/5/2021

Date

GOOD COMPANY PLAYERS' "FOUNDING FATHERS & MOTHERS"

BUDGET 2022

9/22/2021

ROYALTIES: \$ - 0 -

SET:

Rental/Refurbishment/Set-up/Strike: \$ 2,000

Crew: *RSA Students supervised by GCP Stage Manager* \$ - 0 -

LIGHTING:

Design & Plot: GCP Designer \$ 1,000

Lighting Crew: GCP Staff \$ 750

PROJECTIONS:

Designer Installation, training \$ 600

Video Technician (GCP) \$ 850

SOUND:

Design: *No additional expense anticipated* \$ - 0 -

Trax Production: *A little editing anticipated* \$ 350

Crew: GCP Staff running cues \$ 850
(RSA students run mics)

COSTUMES

Refurbishment & Repair: \$ 2,000

Rental (Storage/Set-up/Transport/Strike): \$ 1,000

Crew: *RSA Students supervised by GCP Stage Manager* \$ - 0 -

PROPS

Rental/Refurbishment/Transport/Set-Up/Strike \$ 750

Crew: *RSA Students supervised by GCP Stage Manager* \$ - 0 -

STAGE MANAGER: (Backstage) provided by GCP: \$ 1,200

DIRECTOR: \$ 2,000

VOCAL COACH: \$ - 0 -

PRODUCTION MANAGER: \$ 1,200

ACTORS \$ 10,000

Subtotal: \$ 24,550

GCP Administrative costs : \$ 3,854

TOTAL: \$ 28,404.00

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 08, 2021

Agenda Item A-19

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify Grant Application to the California Department of Rehabilitation for the We Can Work Grant

ITEM DESCRIPTION: Approval is requested for the grant application and funding from the California Department of Rehabilitation for the We Can Work grant.

Fresno Unified School District has again been awarded the “We Can Work” grant through the California Department of Rehabilitation. The grant provides work training that delivers pre-employment transition services to high school and post-secondary students between the ages of 16-21 with active Individualized Education Program goals and objectives. The work training promotes movement from school to successful community employment with paid work experiences at sites for up to \$1,000 per student.

The California Department of Rehabilitation will reimburse Fresno Unified School District 100% of allowable program costs, up to \$293,157, with the understanding if more funds become available through the Department of Rehabilitation, the grant amount will increase.

This is a three-year grant for fiscal years 2021/22, 2022/23, and 2023/24. Fresno Unified School District was also awarded this grant for the previous two years.

FINANCIAL SUMMARY: Fresno Unified School District will be reimbursed 100% of allowable program costs, up to \$293,157.

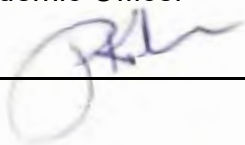
PREPARED BY: Dr. Tangee Pinheiro,
Instructional Superintendent

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

CABINET APPROVAL: Kim Mecum,
Chief Academic Officer

SUPERINTENDENT APPROVAL:





Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 08, 2021

Agenda Item A-20

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify 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 8 includes but may not be limited to: add cord reels and mounting brackets; upgrade downspout materials; relocate dust collector; add electrical feeder conductors; relocate fire alarm equipment; add roll-up door safety equipment; and relocate irrigation controllers and booster pump.

Original Contract Amount:	\$	7,814,000
Change Order(s) previously ratified:	\$	417,071
Change Order 8 presented for ratification:	\$	88,091
New Purchase Order Amount:	\$	8,319,162

Bid 21-11, Edison High School Gymnasium Addition, Change Order 5 includes but may not be limited to: add plywood wall panels; relocate water lines; remove concrete cabinet bases; and add security cameras.

Original Contract Amount:	\$	9,963,000
Change Order(s) previously ratified:	\$	268,077
Change Order 5 presented for ratification:	\$	62,585
New Purchase Order Amount:	\$	10,293,662

Bid 21-25, Hoover High School Career Technical Education (CTE) Building and Construction Trades, Classroom Shop Improvements, Change Order 3 includes but may not be limited to: add fire alarm controls to canopy fire sprinklers; add seismic restraint to light fixtures; repair unmarked electrical; relocate power to shop equipment; modify dust collector ductwork and power; and improve office spaces for student support services.

Original Contract Amount:	\$	1,327,200
Change Order(s) previously ratified:	\$	78,839
Change Order 3 presented for ratification:	\$	40,889
New Purchase Order Amount:	\$	1,446,928

Bid 21-37, Hoover High School Multipurpose Room HVAC Replacement, Change Order 1 includes but may not be limited to: Abate additional hazardous material; replace chilled water control valves; add two-way control valves at boilers; and credit for elimination of floor sinks.

Original Contract Amount:	\$	1,128,000
Change Order(s) previously ratified:	\$	0
Change Order 1 presented for ratification:	\$	12,304
New Purchase Order Amount:	\$	1,140,304

All requests for a change to the project are subject to multiple layers of review and evaluation, by both the project team (designer, contractor, DSA inspector, project manager) and district management. Final approval for modification to the contract, resulting in a change order, is by the district. Each item in a change order is the result of one of the following: district request; unknown, unforeseen, or hidden condition; designer error/omission; or regulatory requirement. Change order costs are tracked by item and responsibility identified. Change orders can also include credits to the district. A Project Financial Summary is attached to each change order in the backup material.

FINANCIAL SUMMARY: Sufficient funding in the amount of \$141,284 is available in the Measure X Fund for Bids 20-19, 21-25 and 21-37, and \$62,585 is available in the School Facilities Fund for Bid 21-11.

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. :**008**

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	\$ 417,070.14
The Contract Sum prior to this Change Order was	\$ 8,231,070.14
The Contract Sum will be adjusted by	\$ 88,090.90
The new Contract Sum, including this Change Order will be	\$ 8,319,161.04
The Contract Completion date prior to this Change Order was	9/18/2021
The Contract Time will be adjusted by	10 Calendar Days
The new Contract Completion date, including this Change Order is therefore	9/28/2021

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:

SIM-PBK.
7790 N. Palm Avenue
Fresno, CA 93711

ARCHITECT/ENGINEER:

By: Raleigh Sullivan

Date: 10/08/2021

Accepted by:

Davis Moreno Construction
4720 N. Blythe Avenue
Fresno, CA 93722

CONTRACTOR:

By: Stephen Davis

Date: 10/8/2021

Authorized by:

Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722

OWNER:

By: Alex Belanger

Date: 10/15/21

You are directed to make the following changes in this Contract:

- Item 8-1**
- DESCRIPTION OF CHANGE:**
Provide eight additional electrical cord reels with mounting brackets and four mounting brackets for current contract scope reels in Construction Shop 104.
- REASON FOR CHANGE:**
Construction documents showed cord drops where reels were required at eight locations. Four reels required additional mounting brackets.
- CHANGE CATEGORY:**
Designer E & O.
- DOCUMENT REFERENCE:**
040-R2 - RFI 140
- | | | | |
|--|----------|----|-----------|
| Amount of this Change Order Item: | Increase | \$ | 22,920.34 |
| Time adjustment by this Change Order Item: | Increase | | 0 Days |
-
- Item 8-2**
- DESCRIPTION OF CHANGE:**
Provide and install two 4" galvanized steel downspouts at southeast corner of the building.
- REASON FOR CHANGE:**
Change in material requested to align with District Standards.
- CHANGE CATEGORY:**
District requested change.
- DOCUMENT REFERENCE:**
CCR 080 - RFI 213
- | | | | |
|--|----------|----|-----------|
| Amount of this Change Order Item: | Increase | \$ | 13,911.81 |
| Time adjustment by this Change Order Item: | Increase | | 0 Days |
-
- Item 8-3**
- DESCRIPTION OF CHANGE:**
Added ductwork required for revised dust collector location at Construction Shop 104.
- REASON FOR CHANGE:**
Dust collection system relocated to allow manufacturer's minimum clearances.
- CHANGE CATEGORY:**
E&O
- DOCUMENT REFERENCE:**
CCR 083 - RFI 205
- | | | | |
|--|----------|----|----------|
| Amount of this Change Order Item: | Increase | \$ | 1,149.50 |
| Time adjustment by this Change Order Item: | Increase | | 0 Days |

Item 8-4

DESCRIPTION OF CHANGE:

Provide approximately 40' 3-1/2" EMT conduit with four 500 MCM and one #1 conductors between 225KVA transformer and panel DB.

REASON FOR CHANGE:

Electrical feeder from transformer to panel "DB" not included in project documents.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

CCR 084 - RFI 195

Amount of this Change Order Item:

Increase \$ 5,930.85

Time adjustment by this Change Order Item:

Increase 0 Days

Item 8-5

DESCRIPTION OF CHANGE:

Repair ground wire at MSB near northwest corner of CTE Building. Place round concrete hand hole six feet away from transformer. Mount flush with final grade. Insert 3/4" dia x 10"-10" long ground rod and extend to new rod.

REASON FOR CHANGE:

Ground wire embedded in existing concrete and sustained damage during demo.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

CCR 087 - RFI 67

Amount of this Change Order Item:

Increase \$ 723.02

Time adjustment by this Change Order Item:

Increase 0 Days

Item 8-6

DESCRIPTION OF CHANGE:

Add remote fire alarm smoke detector monitoring modules at high attic spaces.

REASON FOR CHANGE:

Fire alarm monitor modules relocated to more accessible location for easier access, testing, and long-term maintenance.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

CCR 088-R1 - RFI 219

Amount of this Change Order Item:

Increase \$ 22,428.68

Time adjustment by this Change Order Item:

Increase 10 Days

Item 8-7

DESCRIPTION OF CHANGE:

Provide and install conduit, boxes, and sensors for three rollup doors.

REASON FOR CHANGE:

Safety sensors added for enhanced student and staff safety.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

CCR 089

Amount of this Change Order Item:

Increase \$ 7,599.66

Time adjustment by this Change Order Item:

Increase 0 Days

Item 8-8

DESCRIPTION OF CHANGE:

Add fire alarm interconnection with rollup door and fire alarm system.

REASON FOR CHANGE:

Overhead door in fire rated wall system required to be connected to fire alarm. Plans do not show connection.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

CCR 090 - RFI 221

Amount of this Change Order Item:

Increase \$ 2,337.73

Time adjustment by this Change Order Item:

Increase 0 Days

Item 8-9

DESCRIPTION OF CHANGE:

Relocate irrigation timer pedestals to southeast corner of Maintenance enclosure.

REASON FOR CHANGE:

Location shown on plans for irrigation timers with new domestic water booster pump.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

CCR 091 - RFI 225

Amount of this Change Order Item:

Increase \$ 1,645.94

Time adjustment by this Change Order Item:

Increase 0 Days

CHANGE ORDER

Item 8-10

DESCRIPTION OF CHANGE:

Provide new electrical raceway, conductors, transformer, and equipment to feed irrigation booster pump and irrigation controllers in equipment yard northwest of CTE Building.

REASON FOR CHANGE:

Electrical circuit required for irrigation pump but not shown on electrical drawings.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

CCR 093 - RFI 224

Amount of this Change Order Item:

Increase \$ 9,443.37

Time adjustment by this Change Order Item:

Increase 0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

Increase \$ 88,090.90

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

Increase 10 Days

*** End of CHANGE ORDER ***



Project Financial Summary

Facilities Management & Planning

Project: Fresno High School Career Technical
Education Building Construction

DSA #: 02-117712

BID #: 20-19

Date: 10/14/2021

Contractor: Davis Moreno Construction

Architect: SIM-PBK

Change Order: 008

Contract Summary:

Bid Award Amount(s)		
Base Bid A-1:	CTE Building	\$ 7,733,000.00
Base Bid B-1:	Folding Partition Wall	\$ 81,000.00
Total Agreement Amount:		\$ 7,814,000.00

Contract Adjustments:

Total Contract Amount													\$	7,814,000.00							
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	\$	2,910.59	\$	-	\$	14,496.75	\$	13,949.68	\$	-	\$	31,357.02								
	CO #002	\$	3,352.27	\$	-	\$	702.75	\$	33,907.88	\$	-	\$	37,962.90								
	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	\$	5,449.47	\$	-	\$	-	\$	61,719.59	\$	217.54	\$	67,386.60								
	CO #006	\$	29,879.32	\$	-	\$	11,319.17	\$	91,722.49	\$	-	\$	132,920.98								
	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								
Totals:		\$	107,332.80	1%	\$	1,483.45	0%	\$	38,503.66	0%	\$	357,623.59	5%	\$	217.54	0%	\$	505,161.04	\$	505,161.04	6.5%
Total Contract Amount with Adjustments																			\$	8,319,161.04	



CHANGE ORDER

PROJECT NAME:

Edison High School New Auxiliary Gym Bldg Additions
540 E. California Avenue
Fresno, CA 93706

CHANGE ORDER No. :**005**

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	\$ 268,076.30
The Contract Sum prior to this Change Order was	\$ 10,231,076.30
The Contract Sum will be adjusted by	\$ 62,584.60
The new Contract Sum, including this Change Order will be	\$ 10,293,660.90
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: 10/04/2021

Accepted by:

BMJ Construction Group, Inc
5485 E. Olive Ave
Fresno CA 93727

CONTRACTOR:

By: Mike Jones

Date: 9/29/21

Authorized by:

Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722

OWNER:

By: Alex Belanger

Date: 10/15/2021

You are directed to make the following changes in this Contract:

Item 5-1

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment to add additional signs to Restrooms 121 and 122.

REASON FOR CHANGE:

The DSA approved Drawings did not include door signage to the restrooms 121 and 122.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFI 045

Amount of this Change Order Item:

Increase \$ 820.60

Time adjustment by this Change Order Item:

Increase 0 Days

Item 5-2

DESCRIPTION OF CHANGE:

Provide 3/4" plywood backing in Gym storage 111 and storage room 118.

REASON FOR CHANGE:

To facilitate support of school athletic facility storage of equipment.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFP 13

Amount of this Change Order Item:

Increase \$ 8,381.00

Time adjustment by this Change Order Item:

Increase 0 Days

Item 5-3

DESCRIPTION OF CHANGE:

Repair and Reconnect 6" water line running through existing building footing.

REASON FOR CHANGE:

Existing Snack Bar building footing had unknown water main encased in concrete that was to be removed. Water line required rerouting to allow footing demolition.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Decrease \$ 2,878.00

Time adjustment by this Change Order Item:

Increase 0 Days

Item 5-4

DESCRIPTION OF CHANGE:

Additional steel drafting and detailing to revise beam locations to align with basketball goal locations.

REASON FOR CHANGE:

Beam locations shown in contract documents not aligned with required goal mounting locations.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFI 054

Amount of this Change Order Item:

Increase \$ 1,076.00

Time adjustment by this Change Order Item:

Increase 0 Days

Item 5-5

DESCRIPTION OF CHANGE:

Add five stationary surveillance cameras and two PTZ cameras; add two locations for monitors at Lobby; add one additional DVR with cabinet and accessories per District Standards; and up-size and add conduit to accommodate new equipment locations

REASON FOR CHANGE:

Camera scope in base contract expanded to meet updated District camera requirements.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFP 14R

Amount of this Change Order Item:

Increase \$ 47,965.00

Time adjustment by this Change Order Item:

Increase 0 Days

Item 5-6

DESCRIPTION OF CHANGE:

Remove existing concrete cabinet bases at Vestibule 123.

REASON FOR CHANGE:

Concrete bases discovered under cabinets that were demolished previously.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

RFP 14R

Amount of this Change Order Item:

Increase \$ 1,464.00

Time adjustment by this Change Order Item:

Increase 0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$ 62,584.60

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 0

*** End of CHANGE ORDER ***
Change Order Item Detail



Project Financial Summary

Facilities Management & Planning

Project Name: Edison HS Gym Addition

Date: 10/06/21

Contractor: BMY Construction

DSA #: 02-117976

Architect: Darden Architects

BID #: 21-11

Change Order: 005

Contract Summary:

Bid Award Amount(s)		
Base Bid:	Edison HS Gym Addition	\$ 9,963,000.00
Total Agreement Amount:		\$ 9,963,000.00

Contract Adjustments:

Total Contract Amount		\$ 9,963,000.00									
Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total
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
	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Totals:	\$ 107,635.80	1%	\$ -	0%	\$ 65,690.50	1%	\$ 157,334.60	2%	\$ -	0%	\$ 330,660.90
Total Contract Amount with Adjustments										\$	330,660.90
										\$	10,293,660.90



CHANGE ORDER

PROJECT NAME:

Hoover High School
Career Technical Education & Construction Trades CR Shop Improvements
5550 N. First Street, Fresno CA 93710

CHANGE ORDER No. :**003**

DSA File No. :

10-H8

Application No. :

02-118284**CONTRACTOR :**

BVI Construction, Inc.
5750 E. Shields Ave, Suite 102
Fresno CA 93727

DESIGNER'S PROJECT No. :**1859****FUSD BID/CONTRACT No. :****21-25****CONTRACTOR P.O. No. :****698499**

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	\$ 1,327,200.00
Net change by previously authorized Change Orders	\$ 78,838.14
The Contract Sum prior to this Change Order was	\$ 1,406,038.14
The Contract Sum will be adjusted by	\$ 40,888.33
The new Contract Sum, including this Change Order will be	\$ 1,446,926.47
The Contract Completion date prior to this Change Order was	9/11/2021
The Contract Time will be adjusted by	(55) Calendar Days
The new Contract Completion date, including this Change Order is therefore	11/5/2021

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:

Darden Architects, Inc.
6790 N. West Avenue
Fresno, CA 93711

ARCHITECT/ENGINEER:

By: Mike Fennacy AIA

Date: 10/20/2021

Accepted by:

BVI Construction, Inc.
5750 E. Shields Ave, Suite 102
Fresno CA 93727

CONTRACTOR:

By: Ken Grey

Date: 10/20/2021

Authorized by:

Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722

OWNER:

By: Alex Belanger

Date: 10/22/2021

CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 3-1

DESCRIPTION OF CHANGE:

Provide additional powered Exit Sign in CAD Lab at Door D70a

REASON FOR CHANGE:

Door D70a became a required exit in redesigned support office spaces in previous Change Order.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFP 01

Amount of this Change Order Item:

Increase \$ 611.69

Time adjustment by this Change Order Item:

Increase 2 Days

Item 3-2

DESCRIPTION OF CHANGE:

Added Fire Alarm Work: connect PIV and tamper switch to the fire alarm panel.

REASON FOR CHANGE:

Final connection of CTE Shade Structure fire sprinkler controls required to complete interior alarm work.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$ 1,319.59

Time adjustment by this Change Order Item:

Increase 4 Days

Item 3-3

DESCRIPTION OF CHANGE:

Added lateral seismic bracing cables at existing light fixtures in room D72.

REASON FOR CHANGE:

Existing pendant light fixtures required seismic restraints to comply with current code.

CHANGE CATEGORY:

Governing agency required change after document approval.

DOCUMENT REFERENCE:

Supplemental Instruction 12

Amount of this Change Order Item:

Increase \$ 6,273.61

Time adjustment by this Change Order Item:

Increase 6 Days

CHANGE ORDER

Item 3-4

DESCRIPTION OF CHANGE:

Cost to repair 225 feet of unmarked electrical wire cut during slab demo.

REASON FOR CHANGE:

To repair damaged wire and service.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$ 6,126.71

Time adjustment by this Change Order Item:

Increase 4 Days

Item 3-5

DESCRIPTION OF CHANGE:

Move light fixture in CAD Lab to clear IDF cabinet operation.

REASON FOR CHANGE:

IDF cabinet relocated to satisfy structural requirements causing a conflict with existing light fixture.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$ 1,160.04

Time adjustment by this Change Order Item:

Increase 5 Days

Item 3-6

DESCRIPTION OF CHANGE:

Revised Power feeds to shop equipment.

REASON FOR CHANGE:

Power requirements for several pieces of shop equipment needed to be revised for operation.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$ 9,687.15

Time adjustment by this Change Order Item:

Increase 8 Days

CHANGE ORDER

Item 3-7

DESCRIPTION OF CHANGE:

Add a diverter shield elbow to the Saw Dust Collector.

REASON FOR CHANGE:

Saw dust collection equipment includes an emergency exhaust opening that is to be redirected away from student and staff areas.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFP 10

Amount of this Change Order Item:

Increase \$ 3,123.34

Time adjustment by this Change Order Item:

Increase 15 Days

Item 3-8

DESCRIPTION OF CHANGE:

Dust Collector Additional Electrical Connection.

REASON FOR CHANGE:

Electrical connection of saw dust collector to control panel.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

Supplemental Instruction 16

Amount of this Change Order Item:

Increase \$ 3,839.01

Time adjustment by this Change Order Item:

Increase 6 Days

Item 3-9

DESCRIPTION OF CHANGE:

Provide floor transition strips at openings

REASON FOR CHANGE:

For protection and transitions to shop area concrete topping slab at openings D70c, D74a, D82a, and roll up door openings D72c and D72d.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

Supplemental Instruction 14

Amount of this Change Order Item:

Increase \$ 3,462.25

Time adjustment by this Change Order Item:

Increase 5 Days

CHANGE ORDER

Item 3-10

DESCRIPTION OF CHANGE:

Add one plumbing access panel; one 5x7 marker board; change door threshold; change window sizes at Doors 73A and 74A; add one air drop with shutoff valve at east wall of CAD lab.

REASON FOR CHANGE:

Miscellaneous changes to complete work of redesigned support office spaces.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFP 03

Amount of this Change Order Item:

Increase \$ 5,284.94

Time adjustment by this Change Order Item:

Increase 0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$ 40,888.33

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 55 DAYS

*** End of CHANGE ORDER ***



Project Financial Summary

Facilities Management & Planning

Project Name: Hoover High School Career Technical Education
Building and Construction Trades Classroom Imprv

DSA #: 02-118284

BID #: 21-25

Date: 10/21/21

Contractor: BVI Construction Inc.

Architect: Darden Architects

Change Order: #003

Contract Summary:

Bid Award Amount(s)		
Base Bid:	Hoover HS CTE Construction Lab	\$ 1,294,000.00
Additive Alternate 1A	Work Benches	\$ 33,200.00
Total Agreement Amount:		\$ 1,327,200.00

Contract Adjustments:

Total Contract Amount												\$	1,327,200.00								
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	\$	48,156.89	\$	-	\$	-	\$	-	\$	-	\$	48,156.89								
	CO #002	\$	5,836.60	\$	-	\$	21,203.65	\$	3,641.00	\$	-	\$	30,681.25								
	CO #003	\$	10,339.56	\$	6,273.61	\$	7,286.75	\$	16,988.41	\$	-	\$	40,888.33								
		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-								
		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-								
		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-								
Totals:		\$	64,333.05	5%	\$	6,273.61	0%	\$	28,490.40	2%	\$	20,629.41	2%	\$	-	0%	\$	119,726.47	\$	119,726.47	9.0%
Total Contract Amount with Adjustments																		\$	1,446,926.47		



CHANGE ORDER

PROJECT NAME:

Hoover High School - Multipurpose Building
HVAC Equipment Replacement

CHANGE ORDER No. :**001****DSA File No. :****10-48****Application No. :****02-118643****CONTRACTOR :**

Strategic Mechanical
4661 E. Commerce Ave.
Fresno, CA 93725

DESIGNER'S PROJECT No. :**20055****FUSD BID/CONTRACT No. :****21-37****CONTRACTOR P.O. No. :****00000701364**

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	\$ 1,128,000.00
Net change by previously authorized Change Orders	\$ -
The Contract Sum prior to this Change Order was	\$ 1,128,000.00
The Contract Sum will be adjusted by	\$ 12,303.40
The new Contract Sum, including this Change Order will be	\$ 1,140,303.40
The Contract Completion date prior to this Change Order was	9-Oct-21
The Contract Time will be adjusted by	(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore	9-Oct-21

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:

Lawrence Eng. Group
7084 N. Maple, Suite 101
Fresno, CA 93720

ARCHITECT/ENGINEER:

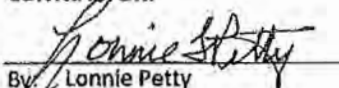
By: 

Date: 10/5/21

Accepted by:

Strategic Mechanical
4661 E. Commerce Ave.
Fresno, CA 93725

CONTRACTOR:

By: 

Date: 10/5/21

Authorized by:

Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722

OWNER:

By: 

Date: 10/06/2021

You are directed to make the following changes in this Contract:

Item 1-1

DESCRIPTION OF CHANGE:

Provide all labor and materials as required to perform the following:

Remove asbestos as outlined in the Asbestos & Lead Survey Report by FACS dated Feb. 9, 2021. Remove gasket from Boiler Room and drywall tape and joint compound at MPR as needed, not full amount of tape and joint compound.

REASON FOR CHANGE:

Asbestos abatement by Contractor instead of by District.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFQ-01

Amount of this Change Order Item:

Increase \$ 7,953.75

Time adjustment by this Change Order Item:

Increase 0 Days

Item 1-2

DESCRIPTION OF CHANGE:

Provide all labor and materials as required to perform the following:

Replace the existing chilled water 2 way control valve with a 3 way control valve at AH-18, in the Administration Building.

REASON FOR CHANGE:

The Administration Building air handler became the end of the piping run when the Academic C Building was demolished. 3-way valves perform better than 2-way valves at the end of the run.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFQ-02

Amount of this Change Order Item:

Increase \$ 722.04

Time adjustment by this Change Order Item:

Increase 0 Days

CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 1-3

DESCRIPTION OF CHANGE:

Provide all labor and materials as required to perform the following:
Provide new 2 way control valves in the HWS at each Boiler. Connect the valve to the Internal boiler controller.
The 2-way valve shall close when the Boiler is off.

REASON FOR CHANGE:

Control valve required to shut off flow thru idle Boiler when only one Boiler is operating.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFC-004

Amount of this Change Order Item:

Increase \$ 9,423.65

Time adjustment by this Change Order Item:

Increase 0 Days

Item 1-4

DESCRIPTION OF CHANGE:

Provide all labor and materials as required to perform the following:
Omit two new Floor Sinks in the Mezzanine. Existing Floor Sinks to remain.

REASON FOR CHANGE:

Existing Floor Sinks are in good condition.

CHANGE CATEGORY:

District and Designer

DOCUMENT REFERENCE:

RFI -013

Amount of this Change Order Item:

Decrease \$ 5,796.04

Time adjustment by this Change Order Item:

Decrease 0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$ 12,303.40

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 0 DAYS

***** End of CHANGE ORDER *****



Maintenance & Operations

Project Financial Summary

Project Name: Hoover High School MPR HVAC Replacement

Date: 10/06/21

DSA #: 02-118643

Contractor: Strategic Mechanical INC.

BID #: 20-37

Architect: Lawrence Engineering Group

Change Order: #001

Contract Summary:

Bid Award Amount(s)		Base Bid:	\$ 1,128,000.00
		Base Bid:	\$ -
		Additive Alternate 1:	\$ -
		Additive Alternate 2:	\$ -
		Additive Alternate 3:	\$ -
		Additive Alternate 4:	\$ -
		Total Agreement Amount:	\$ 1,128,000.00

Contract Adjustments:

Total Contract Amount										\$	1,128,000.00										
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	\$	2,879.75	\$	-	\$	-	\$	9,423.65	\$	-	\$	12,303.40									
CO #002	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-									
CO #003	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-									
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-									
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-									
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-									
Totals:		\$	2,879.75	0%	\$	-	0%	\$	-	0%	\$	9,423.65	1%	\$	-	0%	\$	12,303.40	\$	12,303.40	1.1%
Total Contract Amount with Adjustments																			\$	1,140,303.40	

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 08, 2021

Agenda Item A-21

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify the Filing of a Notice of Completion

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

Bid 21-37, Hoover High School Multipurpose Room HVAC Replacement

For Information Only

Original contract amount:	\$ 1,128,000
---------------------------	--------------

Change Order(s) previously ratified:	\$ 12,304
--------------------------------------	-----------

Contract amount:	\$ 1,140,304
------------------	--------------

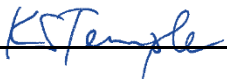
FINANCIAL SUMMARY: Retention funds are released in accordance with contract terms and California statutes.

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

2021-0173944

FRESNO County Recorder
Paul Dictos, CPA

Tuesday, Oct 19, 2021 09:00:32 AM

CONFORMED COPY

Copy of document recorded.
Has not been compared with original.

NOTICE OF COMPLETION (AND ACCEPTANCE)

Notice pursuant to Civil Code Section 9204 must be filed within 15 days after completion.

Notice is hereby given that:

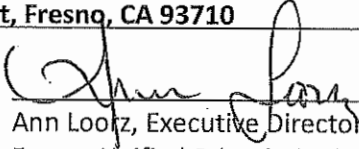
1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is **FRESNO UNIFIED SCHOOL DISTRICT**
3. The full address of the owner is **2309 Tulare Street, Fresno, California 93721**
4. The nature of the interest or estate of the owner is: **IN FEE**

(If other than "In Fee" an insert, for example, "Purchase under contract of Purchase", "or lease")

5. A work of improvement on the property hereinafter described was accepted/completed on **October 9, 2021**.
The work done was **MPR HVAC Replacement** **Bid No. 21-37.**
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:
Strategic Mechanical Inc. 4661 E. Commerce Ave, Fresno, CA 93725 **April 8, 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:

Hoover High School 5550 N. First St, Fresno, CA 93710 **DSA No.: n/a**

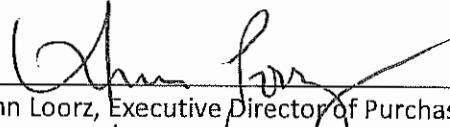
Date: **October 18, 2021**


Ann Looz, Executive Director of Purchasing
Fresno Unified School District

VERIFICATION

I, the undersigned say: I am the Executive Director of Purchasing the declarant of the foregoing notice of completion (and acceptance); I have read said notice of completion (and acceptance) and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on **October 18, 2021** at **Fresno**,


Ann Looz, Executive Director of Purchasing
Fresno Unified School District

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 08, 2021

Agenda Item A-22

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

**TITLE AND SUBJECT: Ratify Purchase Orders from September 1, 2021 through September 30, 2021
– Primary Report**

ITEM DESCRIPTION: Included in the Board binders is information on purchase orders issued from September 1, 2021 through September 30, 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.

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

By segregating purchase orders in this manner, Board members with potential conflicts of interest can abstain from taking action on the Supplemental Report while still voting along with the rest of the Board on the Primary Report.

Please be advised that pursuant to Board Bylaw 9270, each individual Board member has a continuing duty to disclose and abstain from voting on any item where the potential for a conflict of interest exists.

FINANCIAL SUMMARY: Funding is noted on the attached pages.

PREPARED BY: Ann Loorz,
Executive Director, Purchasing

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

CABINET APPROVAL: Karin Temple,
Chief Operating Officer

SUPERINTENDENT APPROVAL:





THE FOLLOWING PURCHASE ORDERS ARE FOR \$10,000 OR MORE

**PURCHASE ORDERS DATED
SEPTEMBER 01, 2021 TO SEPTEMBER 30, 2021
RATIFICATION DATE DECEMBER 08, 2021**

VENDOR/AUTHORITY	DEPT	PO NUMBER	FUND	UNIT	AMOUNT
A-1 AUTO ELECTRIC	0925	740731	030	7230	\$17,000.00
BELOW BID LIMIT (PCC 20111)					
AIR & LUBE SYSTEMS, INC.	0925	740734	030	7230	\$23,000.00
BELOW BID LIMIT (PCC 20111)					
A-MARK T-SHIRT, INC.	0860	744993	060	3210	\$20,602.95
BELOW BID LIMIT (PCC 20111)					
AMAZON CAPITAL SERVICES	0885	743974	060	3210	\$23,289.83
BOE 06/02/21 A-13 (PIGGYBACK)					
AMAZON CAPITAL SERVICES	0887	744154	030	0143	\$25,000.00
BOE 06/02/21 A-13 (PIGGYBACK)					
AMAZON CAPITAL SERVICES	1891	744980	030	0716	\$98,232.47
BOE 06/02/21 A-13 (PIGGYBACK)					
AMN ALLIED SERVICES, LLC	0782	743991	060	6500	\$600,000.00
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
ARBINGER INSTITUTE, LLC	1795	744509	060	3010	\$45,395.31
BOE 08/11/21 A-6 (BUNDLED CONTRACTS)					
ARDENT GENERAL, INC.	1561	700619A	350	0917	\$42,632.44
BID 21-34, BASE BID 1					
ARDENT GENERAL, INC.	1561	700619B	350	0917	\$428,235.59
BID 21-34, BASE BID 2, ADD ALT 2A-2B					
A-Z BUS SALES, INC.	0925	744917	060	9057	\$196,740.51
BOE 06/02/21 A-13 (PIGGYBACK)					
B & H PHOTO-VIDEO, INC.	0335	745263	060	722B	\$13,037.86
BOE 06/02/21 A-13 (PIGGYBACK)					
BEST TOURS & TRAVEL, INC.	0925	742288A	030	7230	\$100,000.00
RFQ 20-01					
BIG FRESNO FAIR	0795	745273	030	0500	\$10,000.00
BELOW BID LIMIT (PCC 20111)					
BLAIR, CHURCH & FLYNN	1145	744266	350	0917	\$22,000.00
RFQ 20-14 SECTION 2					
BLAIR, CHURCH & FLYNN	1561	745103	350	0913	\$14,760.00
RFQ 20-14 SECTION 1					
BMV CONSTRUCTION GROUP, INC.	1145	696634	350	0913	\$113,677.50
BID 21-11					
BMV CONSTRUCTION GROUP, INC.	1395	744310	350	0916	\$24,985.00
BOE 01/08/14 A-10 (CUPCCAA)					
BUSINESS SOFTWARE, INC.	0887	744116	030	0140	\$12,856.57
BELOW BID LIMIT (PCC 20111)					

CA TEACHING FELLOWS FOUNDATION	0010	744533	060	6010	\$39,896.94
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CA TEACHING FELLOWS FOUNDATION	0015	744534	060	6010	\$26,597.96
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CA TEACHING FELLOWS FOUNDATION	0095	744541	060	6010	\$26,597.96
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CA TEACHING FELLOWS FOUNDATION	0100	744543	060	6010	\$53,195.92
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CA TEACHING FELLOWS FOUNDATION	0120	744537	060	6010	\$26,597.96
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CA TEACHING FELLOWS FOUNDATION	0135	744552	060	6010	\$13,298.98
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CA TEACHING FELLOWS FOUNDATION	0145	744517	060	4124	\$58,335.00
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CA TEACHING FELLOWS FOUNDATION	0150	744557	060	6010	\$26,597.96
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CA TEACHING FELLOWS FOUNDATION	0155	744561	060	6010	\$36,276.00
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CA TEACHING FELLOWS FOUNDATION	0175	744568	060	6010	\$26,597.96
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CA TEACHING FELLOWS FOUNDATION	0185	744531	060	4124	\$63,166.40
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CA TEACHING FELLOWS FOUNDATION	0208	744576	060	6010	\$39,896.94
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CA TEACHING FELLOWS FOUNDATION	0220	744578	060	6010	\$30,280.80
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CA TEACHING FELLOWS FOUNDATION	0225	744582	060	6010	\$62,925.00
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CA TEACHING FELLOWS FOUNDATION	0255	744590	060	6010	\$39,896.94
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CA TEACHING FELLOWS FOUNDATION	0270	744598	060	6010	\$26,597.96
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CA TEACHING FELLOWS FOUNDATION	0285	744609	060	6010	\$45,421.20
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CA TEACHING FELLOWS FOUNDATION	0295	744619	060	6010	\$71,191.00
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CA TEACHING FELLOWS FOUNDATION	0305	744624	060	6010	\$60,561.60
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CA TEACHING FELLOWS FOUNDATION	0330	744628	060	6010	\$30,280.80
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CA TEACHING FELLOWS FOUNDATION	0335	744532	060	4124	\$63,166.40
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CA TEACHING FELLOWS FOUNDATION	0355	744630	060	6010	\$28,073.00
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CA TEACHING FELLOWS FOUNDATION	0365	744638	060	6010	\$45,421.20

BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CA TEACHING FELLOWS FOUNDATION	0370	744658	060	6010	\$26,597.96
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CA TEACHING FELLOWS FOUNDATION	0380	744659	060	6010	\$30,280.80
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CA TEACHING FELLOWS FOUNDATION	0385	744661	060	6010	\$39,896.94
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CA TEACHING FELLOWS FOUNDATION	0421	744528	060	4124	\$63,166.40
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CA TEACHING FELLOWS FOUNDATION	0450	744665	060	6010	\$15,140.40
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CA TEACHING FELLOWS FOUNDATION	0465	744675	060	6010	\$13,298.98
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CA TEACHING FELLOWS FOUNDATION	0470	744681	060	6010	\$30,280.80
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CA TEACHING FELLOWS FOUNDATION	0480	744683	060	6010	\$13,298.98
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CA TEACHING FELLOWS FOUNDATION	0510	744572	060	6010	\$62,350.00
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CA TEACHING FELLOWS FOUNDATION	0535	744535	060	6010	\$26,597.96
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CA TEACHING FELLOWS FOUNDATION	0565	744702	060	6010	\$13,298.98
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CA TEACHING FELLOWS FOUNDATION	0567	744671	060	6010	\$26,597.96
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CA TEACHING FELLOWS FOUNDATION	0790	744713	060	7425	\$44,429.79
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CA TEACHING FELLOWS FOUNDATION	0790	744725	060	7425	\$33,780.39
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CA TEACHING FELLOWS FOUNDATION	0790	744735	060	7425	\$33,780.39
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CA TEACHING FELLOWS FOUNDATION	0790	744736	060	7425	\$44,429.79
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CA TEACHING FELLOWS FOUNDATION	0790	744739	060	7425	\$55,079.20
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CA TEACHING FELLOWS FOUNDATION	0790	744742	060	7425	\$12,481.57
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CA TEACHING FELLOWS FOUNDATION	0790	744754	060	7425	\$12,481.57
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CA TEACHING FELLOWS FOUNDATION	0790	744758	060	7425	\$55,079.20
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CA TEACHING FELLOWS FOUNDATION	0790	744759	060	7425	\$44,429.79
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CALIFORNIA TRANSPORTATION SOLUTIONS	0925	745378	030	7230	\$10,000.00
BELOW BID LIMIT (PCC 20111)					

CALVIN CREST CAMP	0725	745269	030	0173	\$12,540.00
BELOW BID LIMIT (PCC 20111)					
CAREERSAFE, LLC DBA K2SHARE, LLC	0710	744809	060	6388	\$20,000.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
CCAA	0725	744074	030	0172	\$40,000.00
BOE 08/11/21 (BUNDLED CONTRACTS)					
CDW GOVERNMENT, INC.	0175	744460	030	7099	\$12,401.07
BOE 06/02/21 A-13 (PIGGYBACK)					
CDW GOVERNMENT, INC.	0440	744716	060	3182	\$36,659.63
BOE 06/02/21 A-13 (PIGGYBACK)					
CDW GOVERNMENT, INC.	0790	745039	060	7425	\$42,142.68
BOE 06/02/21 A-13 (PIGGYBACK)					
CDW GOVERNMENT, INC.	1891	744755	030	0716	\$100,328.52
BOE 06/02/21 A-13 (PIGGYBACK)					
CDW GOVERNMENT, INC.	1891	744872	030	0716	\$48,215.75
BOE 06/02/21 A-13 (PIGGYBACK)					
CENTRAL SANITARY SUPPLY CO., INC.	1891	745130	030	0716	\$21,255.77
BOE 06/02/21 A-13 (PIGGYBACK)					
CENTRAL VALLEY TRAINING CENTER, INC.	0787	744772	060	6500	\$300,000.00
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CFAITC	1910	745334	130	9074	\$56,056.50
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CHRISTOPHER LEE DURHAM, DBA LION AND FOX, LLC	0710	744912	060	6388	\$134,500.00
BOE 09/15/21 A-6					
CINTAS CORP.	1910	745476	130	5310	\$150,000.00
BOE 06/02/21 A-13 (PIGGYBACK)					
CITY OF FRESNO/PUBLIC WORKS FAC. MGMT.	1561	744701	350	0913	\$20,833.00
PUBLIC UTILITIES (PCC 10103)					
CITY OF FRESNO/TED C. WILLS	0015	745238	060	6010	\$13,907.37
BOE 08/11/21 A-6 (BUNDLED CONTRACTS)					
CITY OF FRESNO/TED C. WILLS	0120	745102	060	6010	\$13,428.98
BOE 08/11/21 A-6 (BUNDLED CONTRACTS)					
CITY OF FRESNO/TED C. WILLS	0135	745111	060	6010	\$13,428.98
BOE 08/11/21 A-6 (BUNDLED CONTRACTS)					
CITY OF FRESNO/TED C. WILLS	0150	745117	060	6010	\$13,428.98
BOE 08/11/21 A-6 (BUNDLED CONTRACTS)					
CITY OF FRESNO/TED C. WILLS	0155	745121	060	6010	\$13,428.98
BOE 08/11/21 A-6 (BUNDLED CONTRACTS)					
CITY OF FRESNO/TED C. WILLS	0175	745132	060	6010	\$13,428.98
BOE 08/11/21 A-6 (BUNDLED CONTRACTS)					
CITY OF FRESNO/TED C. WILLS	0208	745138	060	6010	\$13,428.98
BOE 08/11/21 A-6 (BUNDLED CONTRACTS)					
CITY OF FRESNO/TED C. WILLS	0220	745140	060	6010	\$15,288.40
BOE 08/11/21 A-6 (BUNDLED CONTRACTS)					

CITY OF FRESNO/TED C. WILLS	0225	745142	060	6010	\$13,428.98
BOE 08/11/21 A-6 (BUNDLED CONTRACTS)					
CITY OF FRESNO/TED C. WILLS	0255	745143	060	6010	\$13,428.98
BOE 08/11/21 A-6 (BUNDLED CONTRACTS)					
CITY OF FRESNO/TED C. WILLS	0270	745144	060	6010	\$13,428.98
BOE 08/11/21 A-6 (BUNDLED CONTRACTS)					
CITY OF FRESNO/TED C. WILLS	0285	745145	060	6010	\$15,288.40
BOE 08/11/21 A-6 (BUNDLED CONTRACTS)					
CITY OF FRESNO/TED C. WILLS	0305	745149	060	6010	\$15,288.40
BOE 08/11/21 A-6 (BUNDLED CONTRACTS)					
CITY OF FRESNO/TED C. WILLS	0330	745151	060	6010	\$11,934.00
BOE 08/11/21 A-6 (BUNDLED CONTRACTS)					
CITY OF FRESNO/TED C. WILLS	0355	745153	060	6010	\$13,428.98
BOE 08/11/21 A-6 (BUNDLED CONTRACTS)					
CITY OF FRESNO/TED C. WILLS	0370	745156	060	6010	\$13,428.98
BOE 08/11/21 A-6 (BUNDLED CONTRACTS)					
CITY OF FRESNO/TED C. WILLS	0380	745157	060	6010	\$14,222.00
BOE 08/11/21 A-6 (BUNDLED CONTRACTS)					
CITY OF FRESNO/TED C. WILLS	0385	745159	060	6010	\$13,265.00
BOE 08/11/21 A-6 (BUNDLED CONTRACTS)					
CITY OF FRESNO/TED C. WILLS	0450	745164	060	6010	\$13,030.00
BOE 08/11/21 A-6 (BUNDLED CONTRACTS)					
CITY OF FRESNO/TED C. WILLS	0465	745190	060	6010	\$13,428.98
BOE 08/11/21 A-6 (BUNDLED CONTRACTS)					
CITY OF FRESNO/TED C. WILLS	0470	745196	060	6010	\$13,313.00
BOE 08/11/21 A-6 (BUNDLED CONTRACTS)					
CITY OF FRESNO/TED C. WILLS	0480	745214	060	6010	\$13,428.98
BOE 08/11/21 A-6 (BUNDLED CONTRACTS)					
CITY OF FRESNO/TED C. WILLS	0510	745137	060	6010	\$13,428.98
BOE 08/11/21 A-6 (BUNDLED CONTRACTS)					
CITY OF FRESNO/TED C. WILLS	0535	745091	060	6010	\$13,907.37
BOE 08/11/21 A-6 (BUNDLED CONTRACTS)					
CITY OF FRESNO/TED C. WILLS	0565	745221	060	6010	\$13,428.98
BOE 08/11/21 A-6 (BUNDLED CONTRACTS)					
CITY OF FRESNO/TED C. WILLS	0567	745172	060	6010	\$13,428.98
BOE 08/11/21 A-6 (BUNDLED CONTRACTS)					
COLLABORATIVE LEARNING SOLUTIONS, LLC	1891	745446	060	3312	\$40,000.00
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
COLORADO TIME SYSTEMS, LLC	1185	744761	350	0917	\$12,679.40
BELOW BID LIMIT (PCC 20111)					
CON AGRA FOODS SALES, INC.	1910	744832	130	5310	\$12,678.12
BID 21-06					
CON AGRA FOODS SALES, INC.	1910	745158	130	5310	\$12,678.12
BID 21-06					
CONSTELLATION NEWENERGY, INC.	1920	744281	030	0734	\$4,000,000.00

PUBLIC UTILITIES (PCC 10103)					
CORE BUSINESS INTERIORS, INC.	1891	744719	030	0734	\$24,866.25
BOE 06/02/21 A-13 (PIGGYBACK)					
CORWIN PRESS	1421	745456	060	3010	\$13,500.00
BELOW BID LIMIT (PCC 20111)					
CREATIVE ALTERNATIVES, INC.	0787	744770	060	6500	\$933,723.36
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CREATIVE ALTERNATIVES, INC.	0925	745134	030	7240	\$112,800.00
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CREATIVE FOOD INNOVATIONS, LLC	1910	744093	130	5310	\$54,600.00
BID 20-58					
CREATIVE FOOD INNOVATIONS, LLC	1910	744833	130	5310	\$46,800.00
BID 20-58					
CVIN, LLC	0923	744141	030	0148	\$185,013.14
BID 21-17					
DAVIS MORENO CONSTRUCTION, INC.	1185	607376	350	0912	\$24,532.95
BID 20-19					
DAVIS MORENO CONSTRUCTION, INC.	1578	608393	350	0912	\$83,642.92
BID 20-49					
DESIGNING LEARNING, INC.	0710	745246	030	0152	\$14,999.00
BELOW BID LIMIT (PCC 20111)					
DEVELOPMENT GROUP, INC.	0919	744646	060	8150	\$65,836.80
BOE 06/02/21 A-13 (PIGGYBACK)					
DEVELOPMENT GROUP, INC.	0923	744883	060	7422	\$849,796.24
RFP 21-19					
EAST BAY TIRE CO.	0919	740505A	060	8150	\$50,000.00
BOE 06/02/21 A-13 (PIGGYBACK)					
EKC ENTERPRISES, INC.	1005	744107	350	0917	\$11,142.71
BID 21-23					
EKC ENTERPRISES, INC.	1010	744108	350	0917	\$12,060.44
BID 21-23					
EKC ENTERPRISES, INC.	1290	744104	350	0917	\$11,142.71
BID 21-23					
EKC ENTERPRISES, INC.	1330	744103	350	0917	\$11,142.71
BID 21-23					
EKC ENTERPRISES, INC.	1445	744109	350	0917	\$12,060.44
BID 21-23					
EKC ENTERPRISES, INC.	1567	744105	350	0917	\$11,142.71
BID 21-23					
ELEARNING SYSTEMS, LLC	0710	744816	060	6388	\$25,140.00
BELOW BID LIMIT (PCC 20111)					
EURGUBIAN ACADEMIC CENTER, INC.	0445	745310	030	0181	\$30,000.00
BOE 08/25/21 A-10					
FFDA PROPERTIES, LLC	0727	745245	030	0169	\$13,550.00
BELOW BID LIMIT (PCC 20111)					

FFP FUND III LESSEE6, LLC	1920	744278	030	0734	\$2,250,000.00
PUBLIC UTILITIES (PCC 10103)					
FIRST STRING SPORTS	0235	744720	030	0172	\$12,681.00
BELOW BID LIMIT (PCC 20111)					
FOLEY, STEVEN JAMES	1235	744453	350	0917	\$179,520.00
RFQ 20-14 SECTION 8					
FOLEY, STEVEN JAMES	1235	744916	350	0917	\$15,000.00
RFQ 20-14 SECTION 8					
FOLLETT SCHOOL SOLUTIONS, INC.	1748	743960	060	6300	\$13,010.13
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
FRESNO BARRIOS UNIDOS	0700	744664	030	0606	\$220,102.80
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
FRESNO HISTORICAL SOCIETY	0700	745042	060	3010	\$30,000.00
BOE 08/11/21 A-6 (BUNDLED CONTRACTS)					
GOLD STAR FOODS, INC.	1910	743925	130	5310	\$23,073.60
BID 20-58					
GOLD STAR FOODS, INC.	1910	744092	130	5310	\$30,693.60
BID 20-58					
GOLD STAR FOODS, INC.	1910	744227	130	5310	\$13,660.80
BOE 06/02/21 A-13 (PIGGYBACK)					
GOLD STAR FOODS, INC.	1910	744270	130	5310	\$54,919.20
BID 20-58					
GOLD STAR FOODS, INC.	1910	744297	130	5310	\$20,096.00
BID 20-58					
GOLD STAR FOODS, INC.	1910	744748	130	5310	\$45,886.40
BOE 06/02/2021 A-13 (PIGGYBACK)					
GOLD STAR FOODS, INC.	1910	745162	130	5310	\$11,491.48
BID 20-58					
GOLD STAR FOODS, INC.	1910	745165	130	5310	\$11,491.48
BID 20-58					
GOLD STAR FOODS, INC.	1910	745405	130	5310	\$26,152.00
BID 20-58					
GRADUATE SERVICES LTD	0725	745438	030	0170	\$10,000.00
BELOW BID LIMIT (PCC 20111)					
GREDALE, LLC	1891	744142	030	0716	\$15,277.35
BELOW BID LIMIT (PCC 20111)					
HARDIN ENGINEERING GROUP	1130	744212	350	0917	\$32,000.00
RFQ 20-14 SECTION 2					
HERITAGE GENERAL	1105	745069	350	0917	\$24,927.22
BOE 01/08/14 A-10 (CUPCCAA)					
HOME AWAY, INC. DBA THE PINES RESORT	0725	744143	030	0173	\$10,000.00
BELOW BID LIMIT (PCC 20111)					
HORIZON	1920	745233	030	0734	\$42,445.13
BELOW BID LIMIT (PCC 20111)					
HOUGHTON MIFFLIN COMPANY	1748	744976	060	6300	\$15,638.13

INSTRUCTIONAL MATERIALS (PCC 20118.3)					
INCUBATOREDU	0710	745016	030	0152	\$16,710.00
BOE 06/16/21 A-12					
INTEGRATED FOOD SERVICE	1910	744272	130	5310	\$31,887.20
BID 21-06					
INTEGRATED FOOD SERVICE	1910	745472	130	5310	\$31,887.20
BID 21-06					
INTELLIAS, INC.	0886	744689	030	0188	\$73,260.00
BOE 09/08/21 A-10					
J.M. SMUCKER, LLC	1910	743928	130	5310	\$24,322.50
BID 21-06					
JAMES D. DOLL	1055	744100	350	0913	\$35,000.00
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
JAMES D. DOLL	1145	744101	350	0913	\$25,000.00
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
JAMES D. DOLL	1421	744099	350	0913	\$25,000.00
BOE 06/16/21 B-44 BUNDLED CONTRACTS)					
JENNIE-O TURKEY STORE	1910	744571	130	5310	\$13,068.00
BID 21-06					
JOE'S TREE SERVICE	1920	744569	060	8150	\$33,025.00
BOE 01/08/14 A-10 (CUPCCAA)					
KHEPERA CURRICULUM GROUP, LLC	0423	745098	060	3010	\$25,000.00
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
KINCADE PRODUCTIONS	0710	744733	060	6388	\$22,500.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
KRAZAN & ASSOC.	1145	744454	350	0913	\$18,190.00
RFQ 20-14 SECTION 9					
LAND O'LAKES, INC.	1910	744298	130	5310	\$29,434.25
BID 21-06					
LAWRENCE ENGINEERING GROUP	1505	693879	140	6205	\$115,000.00
RFQ 20-14 SECTION 3					
LEARN IT SYSTEMS, LLC DBA LEARN ACADEMY	0787	745139	060	6500	\$150,000.00
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
LEARNING GENIE, INC.	0765	744423	060	7425	\$28,200.00
BOE 06/10/20 A-6					
LEE GRANT INSPECTIONS	1130	744208	350	0912	\$133,000.00
RFQ 20-14 SECTION 8					
LIONAKIS	1395	745335	350	0916	\$344,250.00
RFQ 20-13					
LIONAKIS	1395	745336	350	0916	\$534,300.00
RFQ 20-13					
LIONAKIS	1395	745337	350	0916	\$176,250.00
RFQ 20-13					
LOWE'S	0710	745114	060	6387	\$11,884.39

BOE 06/02/21 A-13 (PIGGYBACK)					
MAGNETAR.US, INC.	0919	744660	060	8150	\$11,671.07
BELOW BID LIMIT (PCC 20111)					
MCEL UNITED, INC.	0702	744662	060	3010	\$123,900.00
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
MCI/ LOS CABOS FOODS	1910	744233	130	5310	\$15,211.68
BID 21-06					
METEOR EDUCATION, LLC	0758	744167	030	7091	\$22,289.50
BOE 06/02/21 A-13 (PIGGYBACK)					
METEOR EDUCATION, LLC	0758	744168	030	7091	\$12,528.23
BOE 06/02/21 A-13 (PIGGYBACK)					
METEOR EDUCATION, LLC	0895	744926	060	3210	\$349,198.86
BOE 06/02/21 A-13 (PIGGYBACK)					
METEOR EDUCATION, LLC	0895	744927	060	3210	\$352,291.55
BOE 06/02/21 A-13 (PIGGYBACK)					
METEOR EDUCATION, LLC	1235	744482	350	0917	\$33,855.89
BOE 06/02/21 A-13 (PIGGYBACK)					
METEOR EDUCATION, LLC	1910	744824	130	5320	\$21,703.76
BOE 06/02/21 A-13 (PIGGYBACK)					
MIRACLE PLAYSYSTEMS, INC.	1450	745247	350	0917	\$46,652.70
BOE 06/02/21 A-13 (PIGGYBACK)					
MONOPRICE, INC.	0895	744602	060	3210	\$20,162.85
BELOW BID LIMIT (PCC 20111)					
NEARPOD, INC.	0700	744480	060	7422	\$129,000.00
BOE 09/08/21 A-13					
NRS STAFFING, LLC	0730	745302	060	3210	\$650,000.00
BOE 09/08/21 A-6					
OFFICE DEPOT	0567	OD000043212	030	7090	\$10,000.00
BOE 06/02/21 A-13 (PIGGYBACK)					
OFFICE DEPOT	0710	OD000043012	030	0152	\$10,000.00
BOE 06/02/21 A-13 (PIGGYBACK)					
OFFICE DEPOT	0895	OD00000TA22	030	0112	\$724,400.00
BOE 06/02/21 A-13 (PIGGYBACK)					
PACIFIC PRINTING	0880	744600	670	0841	\$12,709.38
BELOW BID LIMIT (PCC 20111)					
PLATINUM GROUP, THE	1910	744114	130	5310	\$34,303.61
BID 21-03					
PRESENCELEARNING, INC.	0782	743993	060	6500	\$600,000.00
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
PRICE, PAIGE & COMPANY	0875	745008	030	0700	\$120,000.00
RFQ 20-23					
PROFESSIONAL UTILITY LOCATING	1561	744915	350	0913	\$10,000.00
BELOW BID LIMIT (PCC20111)					
PRO-SCREEN, INC. SIGNS & GRAPHICS	0260	743963	060	3182	\$10,138.18
BELOW BID LIMIT (PCC 20111)					

PUBLIC CONSULTING GROUP, INC.	0701	744677	060	4035	\$20,000.00
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
R & H WHOLESALE SUPPLY, INC.	0919	744230	060	8150	\$10,776.12
BELOW BID LIMIT (PCC 20111)					
R & H WHOLESALE SUPPLY, INC.	0919	744236	060	8150	\$22,488.09
BELOW BID LIMIT (PCC 20111)					
R & H WHOLESALE SUPPLY, INC.	0919	744428	350	0917	\$20,068.31
BELOW BID LIMIT (PCC 20111)					
R.G. EQUIPMENT	0919	744159	060	8150	\$12,755.93
BELOW BID LIMIT (PCC20111)					
R/G AWARD SYSTEMS	0725	743954	030	0170	\$10,000.00
R/G AWARD SYSTEMS	0725	743954	030	0173	\$15,000.00
BID BELOW LIMIT (PCC 20111)					
RED GOLD, LLC	1910	744090	130	5310	\$21,162.96
BID 21-06					
RED GOLD, LLC	1910	744091	130	5310	\$34,157.76
BID 21-06					
RED GOLD, LLC	1910	744096	130	5310	\$57,919.68
BID 21-06					
REVERE PACKAGING	1910	744224	130	5310	\$31,737.88
BID 20-17					
REVERE PACKAGING	1910	744226	130	5310	\$20,289.62
BID 20-17					
REVERE PACKAGING	1910	744971	130	5310	\$95,012.12
BID 20-17					
REVERE PACKAGING	1910	744972	130	5310	\$95,012.12
BID 20-17					
RICOH USA, INC.	0915	RL00007090	030	0712	\$11,774.00
BOE 06/02/21 A-13 (PIGGYBACK)					
SALEH, WILLIAM B. CO.	0919	744057	060	8150	\$24,836.00
BOE 01/08/14 A-10 (CUPCCAA)					
SALEM ENGINEERING GROUP, INC.	1145	695429	350	0913	\$117,173.55
RFQ 20-14 SECTION 9					
SCHOLASTIC, INC.	0700	745187	060	3210	\$12,127.95
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	745199	060	3210	\$20,863.12
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	745356	060	3210	\$20,002.27
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	745359	060	3210	\$26,990.40
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOOL SPECIALTY, LLC	0241	745401	030	0128	\$14,501.41
BOE 06/02/21 A-13 (PIGGYBACK)					
SCHOOL SPECIALTY, LLC	1095	744925	350	0913	\$48,226.10
BOE 06/02/21 A-13 (PIGGYBACK)					

SCHOOL SPECIALTY, LLC	1095	745148	350	0913	\$98,650.66
BOE 06/02/21 A-13 (PIGGYBACK)					
SCHOOL YARD RAP	0700	745040	060	3010	\$10,000.00
BELOW BID LIMIT (PCC 20111)					
SCHWAN'S FOOD SERVICE	1910	745471	130	5310	\$21,279.60
BID 21-06					
STATE CENTER COMMUNITY COLLEGE DIST.	0705	744112	110	6391	\$19,500.00
BELOW BID LIMIT (PCC 20111)					
SYSCO OF CENTRAL CALIFORNIA	1910	744121	130	5310	\$52,518.40
BID 20-58					
SYSCO OF CENTRAL CALIFORNIA	1910	744974	130	5310	\$12,471.20
BID 20-58					
T1 SPORTS ACADEMY	0445	745234	030	0181	\$10,000.00
BELOW BID LIMIT (PCC 20111)					
TARKETT USA, INC.	0919	744157	060	8150	\$25,183.91
BOE 06/02/21 A-13 (PIGGYBACK)					
TAYLOR HOUSEMAN, INC.	0725	744626	030	0173	\$16,494.48
BELOW BID LIMIT (PCC 20111)					
TETER ARCHITECTS, LLP	0919	744213	350	0917	\$70,000.00
RFQ 20-14 SECTION 2					
TETER ARCHITECTS, LLP	0919	744214	350	0917	\$70,000.00
RFQ 20-14 SECTION 2					
THE HOME DEPOT PRO	1891	745345	030	0716	\$37,109.87
RFQ 17-21					
THE STEPPING STONES GROUP, LLC	0785	743987A	060	6500	\$215,433.00
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
TIM R TRULL ELECTRIC, INC.	1961	745352	350	0917	\$14,175.00
BOE 01/08/14 A-10 (CUPCCAA)					
TRIMAX MOWING SYSTEMS	0919	745340	060	8150	\$10,792.19
BELOW BID LIMIT (PCC 20111)					
TYSON FOODS, INC.	1910	743930	130	5310	\$20,753.60
BID 21-06					
TYSON FOODS, INC.	1910	744750	130	5310	\$19,200.00
BID 21-06					
TYSON FOODS, INC.	1910	744751	130	5310	\$20,753.60
BID 21-06					
TYSON FOODS, INC.	1910	744752	130	5310	\$12,404.25
BID 21-06					
TYSON FOODS, INC.	1910	745470	130	5310	\$19,200.00
BID 21-06					
UNBOUNDED LEARNING, INC.	0700	745329	060	7422	\$253,749.00
BP 4133					
UNITED FOR THE FUTURE	0310	744277	030	7090	\$10,000.00
BELOW BID LIMIT (PCC 20111)					
UNITED RENTALS, INC.	1250	744457	350	0916	\$16,928.60

BOE 06/02/21 A-13 (PIGGYBACK)					
US FOODS, INC.	1910	744653	130	5310	\$10,204.95
BOE 06/02/21 A-13 (PIGGYBACK)					
VALLEY FENCE COMPANY	1500	745064	350	0917	\$19,498.00
BOE 01/08/14 A-10 (CUPCCAA)					
VARSITY SPIRIT FASHION & SUPPLIES	0421	745018	030	7090	\$10,000.00
BELOW BID LIMIT (PCC 20111)					
VIKING ENTERPRISES	0710	744634	030	0152	\$14,990.00
BOE 01/08/14 A-10 (CUPCCAA)					
VIKING ENTERPRISES	1010	745343	350	0917	\$12,369.00
BOE 01/08/14 A-10 (CUPCCAA)					
VIKING ENTERPRISES	1208	744312	350	0917	\$14,500.00
BOE 01/08/14 A-10 (CUPCCAA)					
VIKING ENTERPRISES	1440	744313	350	0917	\$17,500.00
BOE 01/08/14 A-10 (CUPCCAA)					
WESTERN PSY SERVICES	0770	745276	060	6500	\$19,519.59
BELOW BID LIMIT (PCC 20111)					
YELLOW DOG SIGNS & GRAPHICS	0725	743942	030	0171	\$10,000.00
YELLOW DOG SIGNS & GRAPHICS	0725	743942	030	0173	\$10,000.00
BELOW BID LIMIT (PCC 20111)					
YOUTH LEADERSHIP INSTITUTE	0796	745406	030	0667	\$11,500.00
BELOW BID LIMIT (PCC 20111)					

THE FOLLOWING PURCHASE ORDERS ARE UNDER \$10,000

**PURCHASE ORDERS DATED
SEPTEMBER 01, 2021 TO SEPTEMBER 30, 2021
RATIFICATION DATE DECEMBER 08, 2021**

VENDOR/AUTHORITY	DEPT	PO NUMBER	FUND	UNIT	AMOUNT
3HMONG HERITAGE RESOURCES, LLC	1748	744088	060	6300	\$9,604.80
4IMPRINT, INC.	0135	744139	030	7099	\$601.22
4IMPRINT, INC.	0601	744512	030	0677	\$255.13
5 STAR STUDENTS	0130	744417	030	7090	\$850.00
5 STAR STUDENTS	0335	744421	030	7090	\$950.00
5 STAR STUDENTS	0445	744749	030	7090	\$1,000.00
ABE, MARI	0208	744831	030	0110	\$89.95
ACSA FOUNDATION FOR EDUC. ADMIN.	0705	744763	110	6391	\$1,697.00
ACSA FOUNDATION FOR EDUC. ADMIN.	0890	744679	030	0677	\$1,523.47
ACSA FOUNDATION FOR EDUC. ADMIN.	0890	744679	030	0700	\$1,528.05
ACSA FOUNDATION FOR EDUC. ADMIN.	0890	744679	030	0720	\$1,523.48
ACSA-FRESNO CONSOLIDATED CHARTER	0889	745105	030	0674	\$456.00
ACSA-FRESNO CONSOLIDATED CHARTER	0889	745105	030	0677	\$456.00
ACSA-FRESNO CONSOLIDATED CHARTER	0889	745105	030	0700	\$456.00
ACSA-FRESNO CONSOLIDATED CHARTER	0889	745105	030	0720	\$456.00
ADVANTAGE SPECIALTIES	0860	744688	030	0694	\$3,515.49
AGRIWEST	1924	745073	030	0734	\$5,000.00
AGUILAR, ALYSON	0200	744968	030	7099	\$97.52
AGUILAR, JENNIFER	0601	745128	030	0677	\$15.98
AIRWAYS GOLF COURSE	0440	744188	030	0172	\$255.00
ALAN MOK ENGINEERING	0924	744210	060	8150	\$2,900.00
ALERT SERVICES, INC.	0710	744248	060	6388	\$4,999.90
ALERT SERVICES, INC.	0725	743998	030	0172	\$2,487.79
ALERT SERVICES, INC.	0725	745175	030	0172	\$486.79
ALERT SERVICES, INC.	0725	745177	030	0172	\$256.79
ALERT-O-LITE, INC.	0490	744243	030	0110	\$676.38
ALERT-O-LITE, INC.	0880	744246	680	0851	\$879.95
ALL AMERICAN SPORTS USA	0185	744258	030	0172	\$558.28
ALL AMERICAN SPORTS USA	0365	744238	030	0172	\$1,237.73
ALL AMERICAN SPORTS USA	0500	743946	030	0172	\$6,000.00
ALL AMERICAN SPORTS USA	0725	743941	030	0170	\$5,000.00
ALL SIGNS	0790	744068	060	7425	\$5,000.00
ALLARD'S, INC.	0055	744695	030	0171	\$500.00
ALLARD'S, INC.	0145	745195	030	7090	\$500.00
ALLARD'S, INC.	0235	744344	030	0125	\$300.00
ALLARD'S, INC.	0235	745435	030	0625	\$200.00
ALLARD'S, INC.	0335	743608	030	0125	\$375.00
ALLARD'S, INC.	0727	745079	030	0169	\$2,000.00

ALLARD'S, INC.	0895	TA221007251	030	0112	\$200.00
ALLARD'S, INC.	0895	TA221037102	030	0112	\$200.00
ALLARD'S, INC.	0895	TA221041109	030	0112	\$200.00
ALLARD'S, INC.	0895	TA221045251	030	0112	\$200.00
ALLARD'S, INC.	0895	TA221049760	030	0112	\$200.00
ALLARD'S, INC.	0895	TA221060877	030	0112	\$200.00
ALLARD'S, INC.	0895	TA221061090	030	0112	\$200.00
ALLARD'S, INC.	0895	TA221061504	030	0112	\$200.00
ALLARD'S, INC.	0895	TA221061649	030	0112	\$200.00
ALLARD'S, INC.	0895	TA221064452	030	0112	\$200.00
ALLARD'S, INC.	0895	TA221070876	030	0112	\$200.00
ALLARD'S, INC.	0895	TA221074190	030	0112	\$200.00
ALLARD'S, INC.	0895	TA221074495	030	0112	\$200.00
ALLARD'S, INC.	0895	TA221076558	030	0112	\$200.00
ALLARD'S, INC.	1060	743288	030	7394	\$200.00
ALLARD'S, INC.	1060	745193	030	7394	\$400.00
ALL-PHASE/MEDALLION SUPPLY	1910	743975	130	5310	\$2,000.00
ALPHAGRAPHICS	0145	744197	030	0125	\$1,178.85
ALPHAGRAPHICS	0145	745176	030	0125	\$175.73
AMADO BUSTOS, DBA ARTLAB	0727	744891	030	0169	\$1,500.00
A-MARK T-SHIRT, INC.	0100	744985	030	7099	\$3,980.00
A-MARK T-SHIRT, INC.	0330	744516	080	8210	\$2,378.55
A-MARK T-SHIRT, INC.	0335	744932	030	0172	\$3,000.00
A-MARK T-SHIRT, INC.	0335	744933	030	7090	\$2,500.00
A-MARK T-SHIRT, INC.	0335	745363	060	6385	\$4,020.33
A-MARK T-SHIRT, INC.	0370	744195	030	0172	\$1,462.73
A-MARK T-SHIRT, INC.	0385	744849	080	8210	\$5,000.00
A-MARK T-SHIRT, INC.	0415	744984	030	7090	\$2,437.88
A-MARK T-SHIRT, INC.	0500	744440	030	7099	\$494.08
A-MARK T-SHIRT, INC.	0500	744443	030	7099	\$225.91
A-MARK T-SHIRT, INC.	0500	744981	030	7099	\$1,040.16
A-MARK T-SHIRT, INC.	0617	745178	030	0500	\$1,056.41
A-MARK T-SHIRT, INC.	0790	744067	060	7425	\$5,000.00
A-MARK T-SHIRT, INC.	0860	744992	060	3210	\$8,844.50
A-MARK T-SHIRT, INC.	0889	745424	030	0709	\$396.56
AMAZON CAPITAL SERVICES	0701	744288	060	3010	\$1,151.99
AMAZON CAPITAL SERVICES	0750	744302	060	3060	\$1,189.80
AMAZON CAPITAL SERVICES	0790	744176	060	7425	\$79.04
AMAZON CAPITAL SERVICES	0796	744187	030	0667	\$1,304.76
AMAZON CAPITAL SERVICES	0796	744848	030	0667	\$353.10
AMAZON CAPITAL SERVICES	0796	744858	030	0667	\$2,378.28
AMAZON CAPITAL SERVICES	0796	745031	030	0667	\$19.25
AMAZON CAPITAL SERVICES	0810	744786	030	0141	\$241.17
AMAZON CAPITAL SERVICES	0810	744978	030	0642	\$275.97
AMAZON CAPITAL SERVICES	0812	744473	030	0137	\$512.83

AMAZON CAPITAL SERVICES	0890	745323	030	0708	\$1,335.72
AMERICAN ASSOCIATION OF COLLEGIATE REGISTRARS AND ADMISSIONS	0706	745369	030	0606	\$825.00
AMERICAN MUSIC	0100	744303	030	0172	\$2,302.28
AMERICAN MUSIC	0727	744378	030	0168	\$570.00
AMERICAN MUSIC	0727	744381	030	0168	\$300.00
AMERICAN MUSIC	0727	744391	030	0168	\$165.00
AMERICAN MUSIC	0727	744392	030	0168	\$400.00
AMERICAN MUSIC	0727	744395	030	0168	\$140.00
AMERICAN MUSIC	0727	744397	030	0168	\$375.00
AMERICAN MUSIC	0727	744899	030	0168	\$225.00
AMERICAN MUSIC	0727	745389	030	0168	\$100.00
AMERICAN MUSIC	0895	TA221006907	030	0112	\$200.00
AMERICAN MUSIC	0895	TA221010020	030	0112	\$200.00
AMERICAN MUSIC	0895	TA221010551	030	0112	\$200.00
AMERICAN MUSIC	0895	TA221012751	030	0112	\$200.00
AMERICAN MUSIC	0895	TA221034761	030	0112	\$200.00
AMERICAN MUSIC	0895	TA221046510	030	0112	\$200.00
AMERICAN MUSIC	0895	TA221053367	030	0112	\$200.00
AMERICAN MUSIC	0895	TA221064532	030	0112	\$200.00
AMERICAN MUSIC	0895	TA221066429	030	0112	\$200.00
AMERICAN MUSIC	0895	TA221069296	030	0112	\$200.00
AMERICAN MUSIC	0895	TA221074528	030	0112	\$200.00
AMERICAN MUSIC	1400	744539	030	7394	\$2,643.31
AMERICAN MUSIC	1400	744729	030	7394	\$1,516.88
AMERICAN RED CROSS	0700	744783	030	0606	\$98.00
AMERICAN T'S	1400	745292	030	7394	\$425.00
AMF BOWLING CENTERS/BOWLERO	0335	745431	030	7090	\$3,250.31
AMPLIFY EDUCATION, INC.	0285	744629	030	7090	\$520.00
ANCORA PUBLISHING	0810	743967	030	0649	\$720.37
ANCORA PUBLISHING	0810	745171	030	0649	\$9,493.60
ANNA G GUERRA	1561	745026	350	0917	\$50.00
ANNA G GUERRA	1920	744119	030	0734	\$150.00
APPLE COMPUTER, INC.	0235	745216	680	0851	\$4,294.40
APPLE COMPUTER, INC.	0710	744929	060	6388	\$2,648.08
ARBON EQUIPMENT CORP.	1910	741050	130	5310	\$568.73
ARCHER AND HOUND	0185	745071	030	0172	\$2,752.09
ARCHER AND HOUND	0755	744690	030	0176	\$1,000.00
ARREDONDO, JUANA	0155	744923	030	0110	\$146.36
ARTWORKZ, EMBROIDERY & SCREEN PRINTING	0421	744845	030	0172	\$71.26
ARTWORKZ, EMBROIDERY & SCREEN PRINTING	0421	745034	030	0172	\$130.02
ASCD	0810	744291	030	0130	\$79.00
ASCD	0810	744291	030	0649	\$237.00
ASIAN SUPERMARKET	0758	744905	030	0117	\$2,500.00
ASSOCIATED COMPRESSOR & EQUIPMENT, LLC	0919	743973	060	8150	\$7,770.87

AT&T MOBILITY	0005	745065	030	7090	\$51.09
AT&T MOBILITY	0005	AT000043074	030	7090	\$600.00
AT&T MOBILITY	0227	743962	060	3010	\$13.10
AT&T MOBILITY	0227	AT000043043	060	3010	\$600.00
AT&T MOBILITY	0617	AT000043042	030	0675	\$600.00
AT&T MOBILITY	0655	744215	030	0675	\$51.09
AT&T MOBILITY	0655	AT000043073	030	0675	\$600.00
AT&T MOBILITY	0730	AT000043020	030	0656	\$600.00
AT&T MOBILITY	0770	745432	060	6500	\$102.18
AT&T MOBILITY	0770	AT000043064	060	6500	\$1,200.00
AT&T MOBILITY	0810	745402	030	0641	\$51.09
AT&T MOBILITY	0895	745474	030	0716	\$51.09
AT&T MOBILITY	0919	744306	060	8150	\$192.12
ATTAINMENT COMPANY, INC.	0188	744544	030	7090	\$416.42
ATTAINMENT COMPANY, INC.	0510	745386	030	7090	\$74.06
ATTAINMENT COMPANY, INC.	1748	745410	060	6300	\$1,683.78
AVID CENTER	0170	744553	060	3010	\$1,700.00
AXURE SOFTWARE SOLUTIONS, INC.	0887	744129	030	0140	\$1,152.00
B & H PHOTO-VIDEO, INC.	0150	744536	030	7090	\$2,631.60
B & H PHOTO-VIDEO, INC.	0155	744700	030	7090	\$2,631.60
B & H PHOTO-VIDEO, INC.	0200	744631	030	7099	\$877.20
B & H PHOTO-VIDEO, INC.	0235	744042	030	0172	\$306.97
B & H PHOTO-VIDEO, INC.	0325	744636	030	7099	\$2,193.00
B & H PHOTO-VIDEO, INC.	0385	744275	030	7099	\$877.20
B & H PHOTO-VIDEO, INC.	0485	744900	030	7090	\$3,070.60
B & H PHOTO-VIDEO, INC.	0710	744267	030	0152	\$9,652.03
B & H PHOTO-VIDEO, INC.	0710	744268	030	0152	\$1,464.04
B & H PHOTO-VIDEO, INC.	0710	744448	060	6388	\$930.82
BALLOONS ARE EVERYWHERE, INC.	0010	744949	030	0171	\$300.00
BALLOONS ARE EVERYWHERE, INC.	0455	744771	030	0171	\$250.00
BAND SHOPPE	0421	745297	030	0125	\$1,521.84
BAND SHOPPE	1400	744064	030	7394	\$3,515.31
BARGAIN PARTY RENTAL	0241	744442	030	0128	\$693.25
BARGAIN PARTY RENTAL	0601	745160	030	0500	\$189.85
BARGAIN PARTY RENTAL	0601	745237	030	0500	\$383.15
BARNES & NOBLE, INC.	0055	744458	030	0125	\$337.89
BARNES & NOBLE, INC.	0055	744947	030	0625	\$1,000.00
BARNES & NOBLE, INC.	0145	745248	030	7090	\$350.00
BARNES & NOBLE, INC.	0145	745249	030	7090	\$350.00
BARNES & NOBLE, INC.	0145	745250	030	7090	\$350.00
BARNES & NOBLE, INC.	0145	745251	030	7090	\$350.00
BARNES & NOBLE, INC.	0145	745253	030	7090	\$350.00
BARNES & NOBLE, INC.	0145	745255	030	7090	\$350.00
BARNES & NOBLE, INC.	0150	744880	060	3010	\$5,000.00
BARNES & NOBLE, INC.	0265	744137	030	7090	\$1,000.00

BARNES & NOBLE, INC.	0265	745188	030	0625	\$3,000.00
BARNES & NOBLE, INC.	0335	744345	030	0625	\$3,000.00
BARNES & NOBLE, INC.	0395	745106	030	7090	\$290.72
BARNES & NOBLE, INC.	0415	740435	030	0625	\$1,000.00
BARNES & NOBLE, INC.	0440	744094	060	3182	\$2,946.31
BARNES & NOBLE, INC.	0440	744097	060	3182	\$701.62
BARNES & NOBLE, INC.	0475	744106	030	0625	\$2,000.00
BARNES & NOBLE, INC.	0530	744438	030	0110	\$2,534.00
BARNES & NOBLE, INC.	0675	743983	110	5852	\$500.00
BARNES & NOBLE, INC.	0705	745025	110	6391	\$1,201.06
BARNES & NOBLE, INC.	0710	744050	030	0152	\$500.00
BARNES & NOBLE, INC.	0725	744775	030	0173	\$727.47
BARNES & NOBLE, INC.	0725	744875	030	0179	\$3,937.17
BARNES & NOBLE, INC.	0790	744066	060	6010	\$350.40
BARNES & NOBLE, INC.	0895	TA221003152	030	0112	\$200.00
BARNES & NOBLE, INC.	0895	TA221005112	030	0112	\$200.00
BARNES & NOBLE, INC.	0895	TA221006449	030	0112	\$200.00
BARNES & NOBLE, INC.	0895	TA221016463	030	0112	\$200.00
BARNES & NOBLE, INC.	0895	TA221016621	030	0112	\$200.00
BARNES & NOBLE, INC.	0895	TA221025015	030	0112	\$200.00
BARNES & NOBLE, INC.	0895	TA221027834	030	0112	\$200.00
BARNES & NOBLE, INC.	0895	TA221028996	030	0112	\$200.00
BARNES & NOBLE, INC.	0895	TA221029140	030	0112	\$200.00
BARNES & NOBLE, INC.	0895	TA221029593	030	0112	\$200.00
BARNES & NOBLE, INC.	0895	TA221032363	030	0112	\$200.00
BARNES & NOBLE, INC.	0895	TA221037083	030	0112	\$200.00
BARNES & NOBLE, INC.	0895	TA221042016	030	0112	\$200.00
BARNES & NOBLE, INC.	0895	TA221047858	030	0112	\$200.00
BARNES & NOBLE, INC.	0895	TA221050005	030	0112	\$200.00
BARNES & NOBLE, INC.	0895	TA221050016	030	0112	\$200.00
BARNES & NOBLE, INC.	0895	TA221050284	030	0112	\$200.00
BARNES & NOBLE, INC.	0895	TA221052682	030	0112	\$200.00
BARNES & NOBLE, INC.	0895	TA221052713	030	0112	\$200.00
BARNES & NOBLE, INC.	0895	TA221052851	030	0112	\$200.00
BARNES & NOBLE, INC.	0895	TA221061600	030	0112	\$200.00
BARNES & NOBLE, INC.	0895	TA221061654	030	0112	\$200.00
BARNES & NOBLE, INC.	0895	TA221061945	030	0112	\$200.00
BARNES & NOBLE, INC.	0895	TA221062242	030	0112	\$200.00
BARNES & NOBLE, INC.	0895	TA221065685	030	0112	\$200.00
BARNES & NOBLE, INC.	0895	TA221065763	030	0112	\$200.00
BARNES & NOBLE, INC.	0895	TA221065864	030	0112	\$200.00
BARNES & NOBLE, INC.	0895	TA221066206	030	0112	\$200.00
BARNES & NOBLE, INC.	0895	TA221066421	030	0112	\$200.00
BARNES & NOBLE, INC.	0895	TA221067361	030	0112	\$200.00
BARNES & NOBLE, INC.	0895	TA221067512	030	0112	\$200.00

BARNES & NOBLE, INC.	0895	TA221068380	030	0112	\$200.00
BARNES & NOBLE, INC.	0895	TA221069261	030	0112	\$200.00
BARNES & NOBLE, INC.	0895	TA221069385	030	0112	\$200.00
BARNES & NOBLE, INC.	0895	TA221070440	030	0112	\$200.00
BARNES & NOBLE, INC.	0895	TA221070509	030	0112	\$200.00
BARNES & NOBLE, INC.	0895	TA221070781	030	0112	\$200.00
BARNES & NOBLE, INC.	0895	TA221070883	030	0112	\$200.00
BARNES & NOBLE, INC.	0895	TA221070928	030	0112	\$200.00
BARNES & NOBLE, INC.	0895	TA221074197	030	0112	\$200.00
BARNES & NOBLE, INC.	0895	TA221074234	030	0112	\$200.00
BARNES & NOBLE, INC.	0895	TA221074258	030	0112	\$200.00
BARNES & NOBLE, INC.	0895	TA221074486	030	0112	\$200.00
BARNES & NOBLE, INC.	0895	TA221074982	030	0112	\$200.00
BARNES & NOBLE, INC.	0895	TA221076569	030	0112	\$200.00
BARNES & NOBLE, INC.	0895	TA221076600	030	0112	\$200.00
BARNES & NOBLE, INC.	0895	TA221077764	030	0112	\$200.00
BARNES & NOBLE, INC.	0895	TA221078054	030	0112	\$200.00
BARNES & NOBLE, INC.	1070	745452	060	3010	\$1,500.00
BARNES & NOBLE, INC.	1220	744873	060	3010	\$1,500.00
BARNES & NOBLE, INC.	1460	745294	060	3010	\$1,400.00
BARNES & NOBLE, INC.	1550	745046	060	3010	\$400.00
BELMONT CONSTRUCTION, INC. DBA R&H CONSTRUCTION	1335	741486	350	0916	\$1,011.10
BEST BUY BUSINESS ADVANTAGE ACCT.	0810	744549	030	0649	\$2,915.76
BIG 5 SPORTING GOODS	0440	744189	030	7090	\$200.00
BIG 5 SPORTING GOODS	0567	744330	030	0172	\$500.00
BIG 5 SPORTING GOODS CORP.	0185	744591	030	0171	\$1,000.00
BIG 5 SPORTING GOODS CORP.	0335	744071	030	7090	\$1,000.00
BLAIR CHURCH & FLYNN	1421	744095	350	0912	\$7,700.00
BLICK ART MATERIALS	0790	744089	060	7425	\$529.58
BLICK ART MATERIALS	1060	743933	030	7394	\$290.34
BLUFF POINTE GOLF COURSE	0185	743948	030	0172	\$1,000.00
BLUFF POINTE GOLF COURSE	0440	744259	030	0172	\$57.00
BOBBY SALAZARS	0796	744555	030	0667	\$2,000.00
BOBBY SALAZAR'S / BLACKTONE, DBA A & M BROS, LLC	0145	744290	030	7090	\$2,000.00
BOBBY SALAZAR'S / BLACKTONE, DBA A & M BROS, LLC	0185	745092	030	0625	\$500.00
BOBBY SALAZAR'S / BLACKTONE, DBA A & M BROS, LLC	0567	744780	030	7099	\$1,000.00
BOBBY SALAZAR'S / BLACKTONE, DBA A & M BROS, LLC	0705	744615	110	6390	\$1,000.00
BOBCAT OF FRESNO	0919	744656	060	8150	\$1,939.62
BOBCAT OF FRESNO	0919	744666	060	8150	\$1,506.07
BOBCAT OF FRESNO	0919	744682	060	8150	\$9,198.92
BOYS AND GIRLS CLUBS OF FRESNO	0860	745131	030	0693	\$1,500.00

BRAINPOP.COM, LLC	0030	744951	030	0181	\$2,395.00
BRAINPOP.COM, LLC	0165	744705	030	7090	\$3,250.00
BREAKOUT, INC.	0235	744205	030	0625	\$99.00
BRIDGE24	0755	744983	030	0176	\$900.00
BRIGHT MORNING CONSULTING, INC.	0701	744485	060	3210	\$4,950.00
BUCHANAN HIGH SCHOOL	0185	744282	030	0172	\$400.00
BUCHANAN HIGH SCHOOL	0395	744997	030	0172	\$475.00
BUETTNER, ELIZABETH	0140	745052	030	7090	\$192.59
BUTLER-RICE, TAMRA	0035	744585	030	7090	\$116.55
CA TEACHING FELLOWS FOUNDATION	0790	744766	060	7425	\$616.07
CA TEACHING FELLOWS FOUNDATION	0790	744767	060	7425	\$1,232.14
CADA CENTRAL	0055	745088	030	0171	\$735.00
CADA CENTRAL	0123	744765	030	7099	\$385.00
CADA CENTRAL	0145	745333	030	7090	\$770.00
CADA CENTRAL	0185	744393	030	0171	\$660.00
CADA CENTRAL	0230	744280	030	0173	\$330.00
CADA CENTRAL	0240	745048	030	0171	\$245.00
CADA CENTRAL	0335	744245	030	0171	\$630.00
CADA CENTRAL	0421	744439	030	0171	\$735.00
CADA CENTRAL	0423	744796	030	0171	\$480.00
CADA CENTRAL	0725	745085	030	0179	\$3,360.00
CAL-HOSA HEADQUARTERS	0710	744286	060	3550	\$100.00
CALIF COALITION OF EARLY & MIDDLE COLLEGES	0123	744467	030	7090	\$200.00
CALIF COALITION OF EARLY & MIDDLE COLLEGES	0706	744670	030	0152	\$600.00
CALIF STATE UNIVERSITY FRESNO	1400	745278	030	7394	\$400.00
CALIF. ASSOCIATION FOR THE GIFTED	0700	744673	030	0144	\$99.00
CALIFORNIA BUSINESS MACH., INC.	0240	743964	030	7090	\$5,171.55
CALIFORNIA BUSINESS MACH., INC.	0335	744450	030	7090	\$481.89
CALIFORNIA DEPT OF EDUCATION	1910	744970	130	5310	\$1,400.00
CALIFORNIA MATH LEAGUE	0123	744903	030	7090	\$97.52
CALIFORNIA SCHOOL NURSES ORGANIZATION	0730	744046	060	9017	\$2,059.53
CALIFORNIA SCHOOL NURSES ORGANIZATION	0730	745185	060	9017	\$194.36
CALIFORNIA SWEEPERS	1910	745232	130	5310	\$2,897.49
CALIFORNIANS DEDICATED TO ED FOUNDATION	0701	745331	060	5823	\$907.60
CALIFORNIANS DEDICATED TO ED FOUNDATION	0701	745331	060	5827	\$673.38
CALIFORNIANS DEDICATED TO ED FOUNDATION	0701	745331	060	5828	\$1,346.77
CALVERT CATERING, DBA APPLE SPICE	0395	745388	030	7090	\$1,500.00
CANYON HIGH SCHOOL	0145	745252	030	0172	\$200.00
CAPITAL COLLECTIONS, LLC	1923	740553A	030	0734	\$500.00
CAPTUREIT! IMPRINTING	0265	745355	030	0172	\$8,920.32
CAPTUREIT! IMPRINTING	0700	744608	030	0606	\$3,047.34

CAPTUREIT! IMPRINTING	0700	744990	030	0606	\$4,042.96
CAREERSAFE LLC DBA K2SHARE, LLC	0710	744347	060	6388	\$7,500.00
CAROLINA BIOLOGICAL SUPPLY CO.	0145	745236	030	7090	\$1,112.27
CASBO PROFESSIONAL DEV.	0889	745301	030	0700	\$1,890.00
CASBO PROFESSIONAL DEV.	0889	745301	030	0716	\$1,155.00
CASBO PROFESSIONAL DEV.	0889	745301	030	0734	\$455.00
CATERING BY CHEF PEARSON	0725	741600	030	0173	\$5,000.00
CCAA	0725	744785	030	0172	\$4,400.00
CDW GOVERNMENT, INC.	0005	744564	030	0110	\$135.44
CDW GOVERNMENT, INC.	0012	745100	030	0134	\$879.92
CDW GOVERNMENT, INC.	0025	745293	060	3010	\$409.56
CDW GOVERNMENT, INC.	0070	744991	030	7091	\$2,681.66
CDW GOVERNMENT, INC.	0100	744562	030	7090	\$134.20
CDW GOVERNMENT, INC.	0125	744308	030	0124	\$276.05
CDW GOVERNMENT, INC.	0130	744556	030	0125	\$563.42
CDW GOVERNMENT, INC.	0140	744041	030	0110	\$2,069.89
CDW GOVERNMENT, INC.	0140	744041	030	7099	\$2,069.88
CDW GOVERNMENT, INC.	0140	744465	030	7090	\$1,866.53
CDW GOVERNMENT, INC.	0145	745380	030	0123	\$1,240.60
CDW GOVERNMENT, INC.	0150	745173	030	7099	\$4,710.52
CDW GOVERNMENT, INC.	0155	744710	030	7090	\$2,245.55
CDW GOVERNMENT, INC.	0155	744818	030	7090	\$626.26
CDW GOVERNMENT, INC.	0175	744462	030	7090	\$1,658.84
CDW GOVERNMENT, INC.	0195	744994	030	7090	\$270.88
CDW GOVERNMENT, INC.	0210	744150	030	7090	\$490.83
CDW GOVERNMENT, INC.	0210	744152	060	3182	\$4,544.20
CDW GOVERNMENT, INC.	0225	745287	030	7090	\$102.44
CDW GOVERNMENT, INC.	0235	744996	030	7090	\$1,240.11
CDW GOVERNMENT, INC.	0241	744151	030	7090	\$85.60
CDW GOVERNMENT, INC.	0241	744547	030	7090	\$85.60
CDW GOVERNMENT, INC.	0260	744815	060	3182	\$9,666.74
CDW GOVERNMENT, INC.	0270	744640	030	7090	\$1,252.53
CDW GOVERNMENT, INC.	0285	744565	030	7090	\$1,911.88
CDW GOVERNMENT, INC.	0310	744548	030	7090	\$1,635.00
CDW GOVERNMENT, INC.	0310	744550	060	3010	\$1,240.10
CDW GOVERNMENT, INC.	0315	744726	060	3182	\$1,752.56
CDW GOVERNMENT, INC.	0335	744225	030	7090	\$3,151.98
CDW GOVERNMENT, INC.	0335	744708	030	7090	\$3,131.32
CDW GOVERNMENT, INC.	0335	745268	060	722C	\$677.73
CDW GOVERNMENT, INC.	0335	745270	030	7090	\$46.93
CDW GOVERNMENT, INC.	0395	743969	030	0125	\$732.99
CDW GOVERNMENT, INC.	0415	744546	060	3182	\$698.86
CDW GOVERNMENT, INC.	0423	744821	060	3182	\$1,240.10
CDW GOVERNMENT, INC.	0475	744560	030	7090	\$1,878.79
CDW GOVERNMENT, INC.	0480	744901	030	7099	\$1,524.21

CDW GOVERNMENT, INC.	0490	743968	030	0110	\$211.28
CDW GOVERNMENT, INC.	0490	745303	030	7091	\$879.80
CDW GOVERNMENT, INC.	0490	745304	030	7091	\$3,770.58
CDW GOVERNMENT, INC.	0500	744558	030	7099	\$85.60
CDW GOVERNMENT, INC.	0535	744718	060	3010	\$144.11
CDW GOVERNMENT, INC.	0550	744456	030	7090	\$819.13
CDW GOVERNMENT, INC.	0700	744554	030	0144	\$105.59
CDW GOVERNMENT, INC.	0700	744554	030	0606	\$336.57
CDW GOVERNMENT, INC.	0700	744554	060	3010	\$217.78
CDW GOVERNMENT, INC.	0710	744309	030	0152	\$3,965.61
CDW GOVERNMENT, INC.	0710	744722	030	0152	\$64.47
CDW GOVERNMENT, INC.	0710	744724	030	0152	\$2,480.22
CDW GOVERNMENT, INC.	0725	744721	030	0173	\$684.77
CDW GOVERNMENT, INC.	0787	744463	060	6500	\$109.99
CDW GOVERNMENT, INC.	0790	744058	060	7425	\$1,776.94
CDW GOVERNMENT, INC.	0790	744115	060	7425	\$6,374.10
CDW GOVERNMENT, INC.	0790	744732	060	6010	\$964.32
CDW GOVERNMENT, INC.	0796	745146	030	0667	\$303.11
CDW GOVERNMENT, INC.	0810	744953	030	0649	\$170.00
CDW GOVERNMENT, INC.	0810	745179	030	0640	\$109.99
CDW GOVERNMENT, INC.	0810	745299	030	0640	\$1,728.18
CDW GOVERNMENT, INC.	0852	744567	060	3182	\$1,569.95
CDW GOVERNMENT, INC.	0852	744643	030	0679	\$789.37
CDW GOVERNMENT, INC.	0852	744866	030	0679	\$109.99
CDW GOVERNMENT, INC.	0852	744869	030	0679	\$903.64
CDW GOVERNMENT, INC.	0875	744861	030	0700	\$1,863.12
CDW GOVERNMENT, INC.	0880	745379	670	0841	\$431.77
CDW GOVERNMENT, INC.	0905	744563	030	0738	\$533.08
CDW GOVERNMENT, INC.	1010	744842	350	0917	\$3,141.07
CDW GOVERNMENT, INC.	1035	744221	350	0917	\$3,141.07
CDW GOVERNMENT, INC.	1070	744843	350	0917	\$3,141.07
CDW GOVERNMENT, INC.	1090	744839	350	0917	\$3,141.07
CDW GOVERNMENT, INC.	1295	744223	350	0917	\$3,141.07
CDW GOVERNMENT, INC.	1415	744840	350	0917	\$3,141.07
CDW GOVERNMENT, INC.	1423	744216	350	0917	\$3,141.07
CDW GOVERNMENT, INC.	1435	744841	350	0917	\$3,141.07
CDW GOVERNMENT, INC.	1510	744222	350	0917	\$3,141.07
CDW GOVERNMENT, INC.	1550	744219	350	0917	\$3,141.07
CDW GOVERNMENT, INC.	1891	744738	030	0716	\$9,751.50
CDW GOVERNMENT, INC.	1910	744056	130	5310	\$1,732.09
CDW GOVERNMENT, INC.	1910	744237	130	5310	\$1,062.41
CDW GOVERNMENT, INC.	1910	744551	130	5310	\$1,658.34
CDW GOVERNMENT, INC.	1910	744566	130	5310	\$490.40
CDW GOVERNMENT, INC.	1910	744823	130	5310	\$379.23
CENCAL SERVICES INC	0924	745350	060	8150	\$2,500.00

CENCAL SERVICES INC	1055	744295	350	0913	\$6,700.00
CENCAL SERVICES INC	1185	745349	350	0912	\$1,500.00
CENTRAL CAL METALS	0919	744044	060	8150	\$5,580.03
CENTRAL HIGH SCHOOL	0055	745075	030	0172	\$300.00
CENTRAL SANITARY SUPPLY CO., INC.	0098	745358	680	0851	\$513.37
CENTRAL SANITARY SUPPLY CO., INC.	0765	745077	060	7425	\$195.68
CENTRAL SANITARY SUPPLY CO., INC.	1891	744138	030	0716	\$5,038.28
CENTRAL STAR MARKETING, LLC	0185	745078	030	0172	\$500.00
CENTRAL STAR MARKETING, LLC	0710	743972	060	6388	\$4,188.43
CENTRAL STAR MARKETING, LLC	0710	744122	030	0152	\$2,110.61
CENTRAL VALLEY BLINDS	0919	743990	060	8150	\$3,350.00
CENTRAL VALLEY BLINDS	0919	745056	060	8150	\$820.00
CENTRAL VALLEY SPORTS STITCH & INK	0185	745076	030	0172	\$1,235.19
CHARACTERSTRONG	0125	745312	030	7090	\$2,297.80
CHILDREN'S PLUS, INC.	1015	744707	060	3010	\$7,993.76
CHILDREN'S PLUS, INC.	1200	744847	060	3010	\$5,033.17
CHILDREN'S PLUS, INC.	1210	745208	060	3010	\$2,724.23
CHRISTOPHER FISHER, DBA THE FISHER AGENCY	0123	744674	030	7099	\$875.00
CHURRASCO GRILL	0150	743959	030	0113	\$622.47
CIF	0395	743965	030	0172	\$2,049.52
CIF CENTRAL SECTION	0235	744618	030	0172	\$400.00
CIF CENTRAL SECTION	0395	744449	030	0172	\$129.90
CIF CENTRAL SECTION	0395	744937	030	0172	\$400.00
CIF STATE OFFICE	0421	744009	030	0172	\$2,847.68
CINTAS CORP.	0897	745083	030	0716	\$2,000.00
CITY OF FRESNO PARCS	0796	744822	030	0667	\$1,200.00
CITY OF FRESNO/POLICE DEPT.	0145	744217	030	7090	\$305.60
CITY OF FRESNO/PUBLIC WORKS FAC. MGMT.	1005	744111	350	0913	\$8,300.00
CITY OF FRESNO/TED C. WILLS	0365	745154	060	6010	\$9,191.00
CITY OF FRESNO/TED C. WILLS	0790	745241	060	6010	\$3,824.81
CIVIC EDUCATION CENTER	0423	745101	060	3182	\$6,000.00
CLASSKICK	0395	744959	030	0125	\$275.00
CLASSMARKER PTY, LTD	0706	744350	030	0152	\$200.00
CLAY MIX	0335	743610	030	0125	\$375.00
CLOVIS EAST HIGH SCHOOL	0185	744703	030	0172	\$135.00
CLOVIS EAST HIGH SCHOOL	0421	744939	030	0172	\$335.00
CLOVIS HIGH SCHOOL	0145	744008	030	0172	\$550.00
CLOVIS HIGH SCHOOL	0395	744999	030	0172	\$550.00
CLOVIS HIGH SCHOOL	0421	744856	030	0172	\$550.00
CLOVIS WEST HIGH SCHOOL	0055	744941	030	0172	\$280.00
CLOVIS WEST HIGH SCHOOL	0145	744010	030	0172	\$400.00
CLOVIS WEST HIGH SCHOOL	0185	745082	030	0172	\$400.00
CLOVIS WEST HIGH SCHOOL	0185	745254	030	0172	\$150.00
CLOVIS WEST HIGH SCHOOL	0235	744857	030	0172	\$210.00

COLLEGE BOARD, THE	0850	745366	030	0674	\$400.00
COMCAST CABLE	0765	745147	060	9021	\$2,500.00
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	745152	060	7425	\$2,268.03
CORE BUSINESS INTERIORS, INC.	0601	745108	030	0677	\$433.35
CORE BUSINESS INTERIORS, INC.	0887	744570	030	0140	\$9,157.89
CORNER BAKERY CAFE	0796	744812	030	0667	\$2,000.00
CORWIN PRESS	0010	745050	060	3182	\$1,783.62
CORWIN PRESS	0135	744316	030	7099	\$1,236.01
CORWIN PRESS	0325	745115	030	7090	\$1,492.41
CORWIN PRESS	0325	745115	030	7099	\$2,205.24
CORWIN PRESS	0325	745115	060	3010	\$757.35
CORWIN PRESS	1421	744287	060	3010	\$4,358.66
CORWIN PRESS	1710	744808	060	3010	\$8,000.00
COSTA, DENISE	0125	745129	030	0124	\$53.32
COUNCIL OF THE GREAT CITY	0701	744995	060	3010	\$500.00
COURTESY MOVING SERVICE	0758	745000	030	0117	\$1,636.00
COURTESY MOVING SERVICE	1285	703504A	250	9016	\$200.00
CREATIVE LEARNING SYSTEMS	0710	744503	030	0152	\$3,275.00
CRESCO	0919	744496	060	8150	\$242.94
CRESCO	1910	745242	130	5310	\$1,056.41
CRISIS PREVENTION INST, INC.	0770	745038	060	6500	\$3,597.00
CRUZ, ELSIE VERONICA	0930	744922	030	0720	\$74.00
CRUZ, ELSIE VERONICA	0930	745204	030	0720	\$79.00
CSUF/DOWNING PLANETARIUM	0500	744846	030	0110	\$175.00
CURRICULUM ASSOCIATES, INC.	0070	744644	060	3010	\$6,460.00
CURRICULUM ASSOCIATES, INC.	0170	744573	060	3010	\$6,460.00
CVIN LLC	0923	744144	030	0148	\$1,500.00
DAVE CHRISTIAN CONST. CO., INC.	1415	744642	030	7090	\$1,000.00
DAVE CHRISTIAN CONST. CO., INC.	1415	744642	350	0917	\$5,500.00
DAVE'S DONUT SHOP	0185	743986	030	0625	\$200.00
DAYLIGHT FOODS, INC.	1910	745051	130	5310	\$84.00
DELANEY EDUCATIONAL ENTERPRISE	1165	745033	060	3010	\$1,865.51
DELANEY EDUCATIONAL ENTERPRISE	1460	745282	060	3010	\$531.75
DELI DELICIOUS	0015	744461	030	7099	\$400.00
DELI DELICIOUS	0700	743075	030	0606	\$500.00
DELI DELICIOUS	0930	745244	030	0720	\$75.00
DELTAMATH SOLUTIONS, INC.	0395	744957	030	0125	\$190.00
DEMCO, INC.	0030	744709	030	0625	\$142.34
DEMCO, INC.	0100	744084	030	0625	\$211.96
DEMCO, INC.	0335	745328	030	0625	\$4,411.67
DEMCO, INC.	0445	745314	030	0115	\$849.00
DEMCO, INC.	1460	745265	060	3010	\$179.07
DEMOULIN BROS & COMPANY	0727	744919	030	0168	\$6,509.13
DERRELS MINI STORAGE/#57 W ASHLAN	0765	745084	060	7425	\$3,744.00

DESTINATION IMAGINATION, INC.	0417	745373	030	0171	\$260.00
DEVELOPMENT GROUP, INC.	0765	744102	060	9021	\$913.05
DEVELOPMENT GROUP, INC.	0886	745307	030	0140	\$1,994.70
DI CICCOS/KINGS CANYON	0155	744394	030	7099	\$1,200.00
DI CICCOS/KINGS CANYON	0421	744158	060	722E	\$2,000.00
DINUBA HIGH SCHOOL	0055	744075	030	0172	\$240.00
DINUBA HIGH SCHOOL	0145	744013	030	0172	\$370.00
DISPLAYS 2 GO	0130	745383	030	0625	\$283.06
DJM DRAPERY SERVICE	0919	744305	060	8150	\$2,805.00
DJM DRAPERY SERVICE	0919	745338	060	8150	\$1,352.00
DL SIGN SYSTEMS	0055	745296	030	0172	\$500.00
DL SIGN SYSTEMS	0706	744123	030	0152	\$1,640.66
DL SIGN SYSTEMS	0725	744792	030	0172	\$2,245.30
DONALD KEITH CAPPELLUTI	0125	745364	030	0124	\$2,708.75
DONALD KEITH CAPPELLUTI	0710	744318	030	0152	\$3,171.99
DOUGGY FRESH PIZZA	0185	744294	030	0625	\$500.00
DOWNTOWN FORD SALES	1910	697375	130	5310	\$89.77
DOWNTOWN FORD SALES	1910	697375	130	9071	\$3,128.85
DRAKE UNIVERSITY	0305	745166	030	7099	\$1,676.33
DURAN, DEBBIE	0385	745020	030	0172	\$887.40
DURAN, DEBBIE	0385	745023	030	0172	\$271.04
DUTCH BROS COFFEE FRESNO	0235	744389	030	7090	\$2,000.00
DUTCH BROS COFFEE FRESNO	0235	745447	030	7140	\$1,000.00
DUTCH BROS COFFEE FRESNO	0617	744811	030	0675	\$1,385.00
E G BABCOCK CO.	0235	745360	030	0172	\$133.37
EASTBAY	0335	744787	030	7090	\$791.62
EASTBAY	0710	744249	060	6388	\$6,871.02
ECONOMY MOVERS	1235	744859	350	0916	\$1,995.00
EDUCATION WEEK	0710	745284	030	0152	\$79.00
EDUCAUSE	0705	744048	110	6391	\$231.00
EKC ENTERPRISES, INC.	0885	744076	060	3210	\$864.00
EKC ENTERPRISES, INC.	0885	744117	060	3210	\$3,835.21
EKC ENTERPRISES, INC.	0919	744468	060	8150	\$9,909.95
EKC ENTERPRISES, INC.	0919	744667	060	8150	\$4,903.21
EKC ENTERPRISES, INC.	0919	744668	060	8150	\$5,342.43
EKC ENTERPRISES, INC.	0919	744907	060	8150	\$5,745.83
EKC ENTERPRISES, INC.	1235	745066	350	0916	\$836.09
EKC ENTERPRISES, INC.	1395	744902	350	0917	\$5,493.88
ELITE EVENT VENUES, LLC	0755	744527	030	0176	\$1,000.00
ELMORE, ADAM	0208	744871	030	0171	\$29.24
ENVIRO CLEAN	0215	744592	030	0734	\$785.54
ENVIRO CLEAN	0670	745174	110	6391	\$1,500.00
ENVIRO CLEAN	1920	744334	030	0734	\$5,655.87
ENVIRO CLEAN	1920	744337	030	0734	\$2,224.43
ERLEWINE MECHANICAL	0105	745028	030	7090	\$165.00

ERLEWINE MECHANICAL	0235	745024	030	0125	\$1,500.00
ESGI, LLC	0175	744471	030	7090	\$639.00
EVOCHARGE, INC.	0919	743330	060	8150	\$3,520.00
FAN IN A BOX, LLC	0335	744931	060	722C	\$1,493.92
FD OPCO, LLC DBA FAMOUS DAVES BBQ	0601	745261	030	0500	\$1,874.92
FD OPCO, LLC DBA FAMOUS DAVES BBQ	0601	745274	030	0500	\$518.22
FIRST STRING SPORTS	0123	744894	030	0172	\$500.00
FIRST STRING SPORTS	0125	743950	030	0172	\$283.03
FIRST STRING SPORTS	0125	744260	030	0172	\$314.44
FIRST STRING SPORTS	0130	745002	030	7090	\$2,678.13
FIRST STRING SPORTS	0170	744451	030	7099	\$772.77
FIRST STRING SPORTS	0170	744704	030	0172	\$568.35
FIRST STRING SPORTS	0185	744593	030	0172	\$1,500.00
FIRST STRING SPORTS	0185	745086	030	0172	\$200.00
FIRST STRING SPORTS	0235	745434	680	0851	\$1,910.20
FIRST STRING SPORTS	0235	745436	030	0172	\$48.76
FIRST STRING SPORTS	0235	745437	030	0172	\$1,679.52
FIRST STRING SPORTS	0320	744261	030	0172	\$500.00
FIRST STRING SPORTS	0335	745365	030	0172	\$4,000.00
FIRST STRING SPORTS	0480	744130	030	0172	\$606.54
FIRST STRING SPORTS	0485	743250	030	0172	\$1,000.00
FIRST STRING SPORTS	0725	744340	030	0172	\$2,000.00
FIRST STRING SPORTS	0895	TA221003293	030	0112	\$200.00
FIRST STRING SPORTS	0895	TA221004685	030	0112	\$200.00
FIRST STRING SPORTS	0895	TA221004718	030	0112	\$200.00
FIRST STRING SPORTS	0895	TA221007253	030	0112	\$200.00
FIRST STRING SPORTS	0895	TA221008169	030	0112	\$200.00
FIRST STRING SPORTS	0895	TA221008644	030	0112	\$200.00
FIRST STRING SPORTS	0895	TA221010193	030	0112	\$200.00
FIRST STRING SPORTS	0895	TA221012085	030	0112	\$200.00
FIRST STRING SPORTS	0895	TA221013730	030	0112	\$200.00
FIRST STRING SPORTS	0895	TA221014564	030	0112	\$200.00
FIRST STRING SPORTS	0895	TA221015153	030	0112	\$200.00
FIRST STRING SPORTS	0895	TA221028113	030	0112	\$200.00
FIRST STRING SPORTS	0895	TA221033311	030	0112	\$200.00
FIRST STRING SPORTS	0895	TA221034191	030	0112	\$200.00
FIRST STRING SPORTS	0895	TA221038901	030	0112	\$200.00
FIRST STRING SPORTS	0895	TA221041052	030	0112	\$200.00
FIRST STRING SPORTS	0895	TA221047685	030	0112	\$200.00
FIRST STRING SPORTS	0895	TA221047994	030	0112	\$200.00
FIRST STRING SPORTS	0895	TA221048701	030	0112	\$200.00
FIRST STRING SPORTS	0895	TA221049694	030	0112	\$200.00
FIRST STRING SPORTS	0895	TA221049698	030	0112	\$200.00
FIRST STRING SPORTS	0895	TA221051285	030	0112	\$200.00
FIRST STRING SPORTS	0895	TA221051516	030	0112	\$200.00

FIRST STRING SPORTS	0895	TA221052110	030	0112	\$200.00
FIRST STRING SPORTS	0895	TA221062152	030	0112	\$200.00
FIRST STRING SPORTS	0895	TA221063746	030	0112	\$200.00
FIRST STRING SPORTS	0895	TA221064121	030	0112	\$200.00
FIRST STRING SPORTS	0895	TA221064200	030	0112	\$200.00
FIRST STRING SPORTS	0895	TA221064295	030	0112	\$200.00
FIRST STRING SPORTS	0895	TA221067726	030	0112	\$200.00
FIRST STRING SPORTS	0895	TA221069211	030	0112	\$200.00
FIRST STRING SPORTS	0895	TA221076504	030	0112	\$200.00
FIRST STRING SPORTS	0895	TA221076688	030	0112	\$200.00
FLINN SCIENTIFIC, INC.	0185	745109	030	0125	\$66.00
FLINN SCIENTIFIC, INC.	0230	744164	030	7090	\$1,284.75
FLINN SCIENTIFIC, INC.	0235	744794	030	0625	\$53.00
FLINN SCIENTIFIC, INC.	0421	744178	030	0125	\$1,979.20
FLINN SCIENTIFIC, INC.	1748	744234	060	3010	\$1,077.52
FOCUS PACKAGING & SUPPLY CO.	1910	745467	130	5310	\$3,250.50
FOLLETT HIGHER EDUCATION GROUP, INC.	0125	744140	030	7090	\$900.00
FOLLETT SCHOOL SOLUTIONS, INC.	0235	744530	030	0625	\$108.01
FOLLETT SCHOOL SOLUTIONS, INC.	0335	745267	030	0625	\$662.65
FOLLETT SCHOOL SOLUTIONS, INC.	0417	744686	030	0625	\$1,114.66
FOLLETT SCHOOL SOLUTIONS, INC.	0423	744257	030	0625	\$5,228.56
FOLLETT SCHOOL SOLUTIONS, INC.	1748	745228	060	6300	\$4,384.68
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	0924	745351	060	8150	\$1,790.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	1010	745007	350	0917	\$1,510.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	1145	745010	350	0917	\$1,200.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	1440	745006	350	0917	\$1,190.00
FOUNDATION FOR CENTRAL SCHOOLS	0860	744698	030	0693	\$2,500.00
FRESNO AG HARDWARE	0140	745239	030	0734	\$150.00
FRESNO AG HARDWARE	0710	743978	060	6388	\$5,529.36
FRESNO BEKINS	1055	744079	350	0913	\$5,750.00
FRESNO CO. SUPERINTENDENT OF SCHOOLS	0235	744764	030	7090	\$1,700.00
FRESNO COUNTY CLERK/REGISTRAR	0919	744356	060	8150	\$50.00
FRESNO COUNTY CLERK/REGISTRAR	0919	744358	060	8150	\$50.00
FRESNO COUNTY CLERK/REGISTRAR	0919	744360	060	8150	\$50.00
FRESNO COUNTY CLERK/REGISTRAR	0919	744365	060	8150	\$50.00
FRESNO COUNTY CLERK/REGISTRAR	0919	744367	060	8150	\$50.00
FRESNO COUNTY CLERK/REGISTRAR	0919	744368	060	8150	\$50.00
FRESNO COUNTY CLERK/REGISTRAR	0919	744369	060	8150	\$50.00
FRESNO COUNTY CLERK/REGISTRAR	0919	744371	060	8150	\$50.00
FRESNO COUNTY CLERK/REGISTRAR	0919	744372	060	8150	\$50.00
FRESNO COUNTY CLERK/REGISTRAR	0919	744374	060	8150	\$50.00
FRESNO COUNTY CLERK/REGISTRAR	0919	744375	060	8150	\$50.00

FRESNO COUNTY CLERK/REGISTRAR	0919	744376	060	8150	\$50.00
FRESNO COUNTY CLERK/REGISTRAR	0919	744377	060	8150	\$50.00
FRESNO COUNTY CLERK/REGISTRAR	0919	744379	060	8150	\$50.00
FRESNO COUNTY CLERK/REGISTRAR	0919	744380	060	8150	\$50.00
FRESNO COUNTY CLERK/REGISTRAR	0919	744382	060	8150	\$50.00
FRESNO COUNTY CLERK/REGISTRAR	0919	744384	060	8150	\$50.00
FRESNO COUNTY CLERK/REGISTRAR	0919	744386	060	8150	\$50.00
FRESNO COUNTY CLERK/REGISTRAR	0919	744387	060	8150	\$50.00
FRESNO COUNTY CLERK/REGISTRAR	0919	744896	060	8150	\$50.00
FRESNO COUNTY SUPERINTENDENT OF SCHOOLS	0145	744014	030	7090	\$725.00
FRESNO COUNTY SUPERINTENDENT OF SCHOOLS	0428	744160	060	4035	\$2,500.00
FRESNO COUNTY SUPERINTENDENT OF SCHOOLS	0923	744146	030	0148	\$6,000.00
FRESNO FENCE CONNECTION	0215	745060	120	6128	\$5,625.00
FRESNO FUN JUMP	0440	744348	030	7090	\$950.65
FRESNO HIGH SCHOOL	0055	744354	030	0172	\$450.00
FRESNO HIGH SCHOOL	0145	745367	030	0172	\$250.00
FRESNO HIGH SCHOOL	0235	744860	030	0172	\$450.00
FRESNO HIGH SCHOOL	0335	745277	030	0172	\$230.00
FRESNO HIGH SCHOOL	0421	744081	030	0172	\$300.00
FRESNO METROPOLITAN FLOOD	1155	745030	350	0913	\$4,893.00
FRESNO METROPOLITAN FLOOD	1155	745095	350	0913	\$7,902.00
FRESNO OXYGEN	0710	744494	060	6388	\$4,900.00
FRESNO PACIFIC UNIVERSITY	0145	744943	030	7090	\$100.00
FRESNO POLICE DEPARTMENT	0145	744147A	030	7090	\$2,152.75
FRESNO POLICE DEPARTMENT	0725	744145	030	0675	\$9,399.30
FRESNO PUMP & SUPPLY, INC.	0919	745313	060	8150	\$2,739.68
FRESNO STATE UNIVERSITY	0335	745326	030	7090	\$1,000.00
FRESNO STATE UNIVERSITY	0758	745291	030	0117	\$7,125.00
FRESNO UNIFIED SCHOOL DISTRICT	0185	744610	030	0643	\$2,098.00
FRESNO UNIFIED SCHOOL DISTRICT	0810	744588	030	0642	\$1,500.00
FRESNO UNIFIED SCHOOL DISTRICT	0810	744589	030	0141	\$300.00
FRESNO UNIFIED SCHOOL DISTRICT	0810	744876	030	0649	\$3,000.00
FRESNO UNIFIED SCHOOL DISTRICT	0810	744877	030	0640	\$3,000.00
FRESNO UNIFIED SCHOOL DISTRICT	0810	744904	030	0500	\$500.00
FUCHS GENERAL CONTRACTING	1505	744311	350	0917	\$9,990.00
FUNWORKS/KAREN GAINES	0250	744012	030	7099	\$3,500.00
G W SCHOOL SUPPLY	0005	744132	030	7090	\$400.00
G W SCHOOL SUPPLY	0010	744321	060	6500	\$200.00
G W SCHOOL SUPPLY	0010	744322	060	6500	\$200.00
G W SCHOOL SUPPLY	0010	744323	060	6500	\$200.00
G W SCHOOL SUPPLY	0010	744325	060	6500	\$200.00
G W SCHOOL SUPPLY	0010	744326	060	6500	\$200.00
G W SCHOOL SUPPLY	0010	744327	060	6500	\$200.00

G W SCHOOL SUPPLY	0010	744328	060	6500	\$200.00
G W SCHOOL SUPPLY	0015	744007	030	0110	\$100.00
G W SCHOOL SUPPLY	0035	744253	030	7090	\$300.00
G W SCHOOL SUPPLY	0035	744329	030	0110	\$250.00
G W SCHOOL SUPPLY	0035	744331	030	0110	\$250.00
G W SCHOOL SUPPLY	0035	744332	030	0110	\$250.00
G W SCHOOL SUPPLY	0035	744852	030	0110	\$250.00
G W SCHOOL SUPPLY	0035	745288	030	0110	\$100.00
G W SCHOOL SUPPLY	0045	744715	030	7090	\$500.00
G W SCHOOL SUPPLY	0045	744717	030	7090	\$1,500.00
G W SCHOOL SUPPLY	0145	745202	030	7090	\$350.00
G W SCHOOL SUPPLY	0155	745285	030	0113	\$332.55
G W SCHOOL SUPPLY	0175	744890	030	0110	\$200.00
G W SCHOOL SUPPLY	0200	744077	030	0110	\$180.00
G W SCHOOL SUPPLY	0210	743971	030	7090	\$400.00
G W SCHOOL SUPPLY	0235	745375	060	6500	\$200.00
G W SCHOOL SUPPLY	0235	745433	030	0625	\$200.00
G W SCHOOL SUPPLY	0265	744519	030	7091	\$150.00
G W SCHOOL SUPPLY	0270	745429	030	0113	\$400.00
G W SCHOOL SUPPLY	0290	744333	030	0113	\$200.00
G W SCHOOL SUPPLY	0290	744335	030	0113	\$382.00
G W SCHOOL SUPPLY	0290	744336	030	0113	\$500.00
G W SCHOOL SUPPLY	0290	744338	030	0113	\$500.00
G W SCHOOL SUPPLY	0290	744339	030	0113	\$500.00
G W SCHOOL SUPPLY	0320	744251	030	7090	\$173.00
G W SCHOOL SUPPLY	0320	745290	030	7090	\$100.00
G W SCHOOL SUPPLY	0335	744934	030	7090	\$400.00
G W SCHOOL SUPPLY	0335	745047	030	0125	\$300.00
G W SCHOOL SUPPLY	0340	744522	030	7090	\$250.00
G W SCHOOL SUPPLY	0340	745080	060	6500	\$200.00
G W SCHOOL SUPPLY	0340	745081	030	7090	\$250.00
G W SCHOOL SUPPLY	0355	744133	030	7090	\$400.00
G W SCHOOL SUPPLY	0355	745427	030	0192	\$500.00
G W SCHOOL SUPPLY	0355	745428	030	7090	\$100.00
G W SCHOOL SUPPLY	0385	744254	060	6500	\$200.00
G W SCHOOL SUPPLY	0435	744209	030	7090	\$1,000.00
G W SCHOOL SUPPLY	0435	744211	030	0171	\$947.00
G W SCHOOL SUPPLY	0440	744003	030	7090	\$1,000.00
G W SCHOOL SUPPLY	0440	744004	030	7090	\$300.00
G W SCHOOL SUPPLY	0440	744006	030	7091	\$3,000.00
G W SCHOOL SUPPLY	0460	744853	030	0110	\$73.00
G W SCHOOL SUPPLY	0460	744909	030	0110	\$100.00
G W SCHOOL SUPPLY	0460	744910	030	0110	\$150.00
G W SCHOOL SUPPLY	0460	744911	030	0110	\$150.00
G W SCHOOL SUPPLY	0475	744072	030	0625	\$1,000.00

G W SCHOOL SUPPLY	0485	744520	030	0110	\$200.00
G W SCHOOL SUPPLY	0485	744613	030	0110	\$200.00
G W SCHOOL SUPPLY	0485	744616	030	0110	\$100.00
G W SCHOOL SUPPLY	0485	744804	030	0110	\$200.00
G W SCHOOL SUPPLY	0485	744805	030	0110	\$200.00
G W SCHOOL SUPPLY	0485	744806	030	0110	\$200.00
G W SCHOOL SUPPLY	0485	744851	030	0171	\$400.00
G W SCHOOL SUPPLY	0490	745203	060	6500	\$200.00
G W SCHOOL SUPPLY	0510	744070	030	7090	\$2,500.00
G W SCHOOL SUPPLY	0565	744134	030	0110	\$46.00
G W SCHOOL SUPPLY	0565	744135	030	0110	\$100.00
G W SCHOOL SUPPLY	0575	744256	060	6500	\$200.00
G W SCHOOL SUPPLY	0675	743939	110	5852	\$500.00
G W SCHOOL SUPPLY	0758	744434	030	7091	\$600.00
G W SCHOOL SUPPLY	0758	745201	060	4510	\$500.00
G W SCHOOL SUPPLY	0790	744185	060	7425	\$430.77
G W SCHOOL SUPPLY	0895	TA221002411	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221003809	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221004649	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221004667	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221005218	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221005224	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221005585	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221006147	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221006197	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221006302	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221006863	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221006893	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221006938	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221007360	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221007378	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221008090	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221008123	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221008216	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221008429	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221008559	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221009726	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221011444	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221012060	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221013744	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221013776	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221013922	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221014043	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221015439	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221017265	030	0112	\$200.00

G W SCHOOL SUPPLY	0895	TA221017535	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221017599	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221017627	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221017874	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221019340	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221019491	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221020298	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221022967	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221023351	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221023628	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221023947	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221024624	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221025005	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221025673	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221026280	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221026815	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221026995	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221027118	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221027620	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221028256	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221028503	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221028976	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221029309	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221029344	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221029993	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221030529	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221030571	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221031142	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221031222	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221031555	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221031877	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221032133	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221032702	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221033005	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221033301	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221034064	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221034503	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221034647	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221035148	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221035650	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221035734	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221036260	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221036632	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221036820	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221037028	030	0112	\$200.00

G W SCHOOL SUPPLY	0895	TA221037037	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221037064	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221037955	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221038865	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221039131	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221039239	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221039312	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221039985	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221039986	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221040279	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221041751	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221041859	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221042993	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221043045	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221043452	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221043597	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221044305	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221044631	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221044813	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221045323	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221045994	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221046256	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221046359	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221046868	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221047054	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221047660	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221047914	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221048132	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221048302	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221048316	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221048345	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221048391	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221048426	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221049415	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221049847	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221049850	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221050020	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221050244	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221051056	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221051155	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221052811	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221052868	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221052941	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221053416	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221060183	030	0112	\$200.00

G W SCHOOL SUPPLY	0895	TA221060346	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221060438	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221060459	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221061836	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221062034	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221062607	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221062943	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221063201	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221063604	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221063654	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221063941	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221064037	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221064144	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221064207	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221064253	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221064269	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221065361	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221065393	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221065571	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221065717	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221065914	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221066030	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221066592	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221066667	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221067337	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221067359	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221067439	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221067452	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221067459	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221067473	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221067488	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221067864	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221067897	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221068376	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221068382	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221068407	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221068441	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221068653	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221068722	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221068756	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221068776	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221068815	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221069196	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221069264	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221069270	030	0112	\$200.00

G W SCHOOL SUPPLY	0895	TA221069335	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221069476	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221069810	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221070147	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221070588	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221070660	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221070731	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221071048	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221071137	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221071162	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221071175	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221071217	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221071354	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221071420	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221071430	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221071502	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221071632	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221071786	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221071813	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221072057	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221072263	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221072305	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221072765	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221072801	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221072867	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221073456	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221074029	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221074283	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221074545	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221074574	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221074579	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221074585	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221074602	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221074659	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221075013	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221075119	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221075319	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221075498	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221076213	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221076230	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221076505	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221076596	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221076614	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221076677	030	0112	\$200.00
G W SCHOOL SUPPLY	0895	TA221077188	030	0112	\$200.00

G W SCHOOL SUPPLY	0895	TA221079079	030	0112	\$200.00
G W SCHOOL SUPPLY	1020	745289	060	3010	\$100.00
G W SCHOOL SUPPLY	1060	743940	030	7394	\$100.00
G W SCHOOL SUPPLY	1220	744611	060	3010	\$1,000.00
G W SCHOOL SUPPLY	1330	744692	060	3010	\$200.00
G W SCHOOL SUPPLY	1370	744521	060	3010	\$250.00
G W SCHOOL SUPPLY	1435	744693	060	3010	\$200.00
G W SCHOOL SUPPLY	1550	744694	060	3010	\$1,200.00
GANDER PUBLISHING	0035	744475	030	7090	\$639.03
GC BUILDERS	0220	745067	120	6128	\$3,730.00
GC BUILDERS	0310	745068	120	6128	\$1,175.00
GC BUILDERS	0880	744672	680	0851	\$3,215.00
GC BUILDERS	1105	744416	140	6205	\$9,895.00
GC BUILDERS	1185	745059	350	0912	\$850.00
GC BUILDERS	1185	745062	350	0912	\$9,795.00
GC BUILDERS	1561	744930	350	0913	\$9,890.00
GEIGER DBA GEIGER BROS.	0150	745262	030	0172	\$499.65
GENERATION GENIUS, INC.	0150	745184	030	7090	\$995.00
GENERATION GENIUS, INC.	0155	744870	030	7090	\$995.00
GENERATION GENIUS, INC.	0195	744506	030	7090	\$495.00
GOLD STAR FOODS, INC.	1910	743927	130	5310	\$2,839.50
GOLD STAR FOODS, INC.	1910	744120	130	5310	\$3,908.80
GOLD STAR FOODS, INC.	1910	744228	130	5310	\$8,947.20
GOLD STAR FOODS, INC.	1910	744229	130	5310	\$7,934.40
GOLD STAR FOODS, INC.	1910	744464	130	5310	\$5,761.80
GOLD STAR FOODS, INC.	1910	744621	030	0716	\$1,903.50
GOLD STAR FOODS, INC.	1910	744834	130	5310	\$5,761.80
GOLD STAR FOODS, INC.	1910	745392	030	0716	\$7,614.00
GOLDEN STATE PETERBILT DBA EM THARP, INC.	0925	742246	030	7230	\$286.09
GOLDEN VALLEY HIGH SCHOOL	0145	744942	030	0172	\$250.00
GOLF CAR CENTRAL SERVICE	0055	745298	030	7090	\$4,000.00
GOLF CAR CENTRAL SERVICE	0235	743995	030	0125	\$3,000.00
GOLF CAR CENTRAL SERVICE	0423	744884	030	7090	\$4,334.00
GOODHEART-WILLCOX CO.	0710	743966	060	6388	\$6,124.13
GOPHER	0130	745087	030	0125	\$231.63
GOPHER	0145	744015	030	7090	\$949.70
GOPHER	0335	744961	030	7090	\$1,683.65
GOPHER	0700	744706	030	0606	\$1,468.29
GOPHER	0790	744945	060	7425	\$762.07
GORDON INDUSTRIAL SUPPLY, INC.	0710	742132	030	0152	\$38.71
GORDON INDUSTRIAL SUPPLY, INC.	0710	743996	060	6388	\$541.75
GORDON INDUSTRIAL SUPPLY, INC.	0710	744047	060	6388	\$750.00
GOTTSCHALK MUSIC CENTER	0100	744263	030	7090	\$700.00
GOTTSCHALK MUSIC CENTER	0170	744441	030	7090	\$4,572.47

GOTTSCHALK MUSIC CENTER	0727	744317	030	0168	\$200.00
GOTTSCHALK MUSIC CENTER	0727	744320	030	0168	\$500.00
GOTTSCHALK MUSIC CENTER	0727	744324	030	0168	\$325.00
GOTTSCHALK MUSIC CENTER	0727	744357	030	0168	\$225.00
GOTTSCHALK MUSIC CENTER	0727	744359	030	0168	\$625.00
GOTTSCHALK MUSIC CENTER	0727	744363	030	0168	\$320.00
GOTTSCHALK MUSIC CENTER	0727	744366	030	0168	\$250.00
GOTTSCHALK MUSIC CENTER	0727	744370	030	0168	\$400.00
GOTTSCHALK MUSIC CENTER	0727	744373	030	0168	\$300.00
GOTTSCHALK MUSIC CENTER	0727	745390	030	0168	\$185.00
GOTTSCHALK MUSIC CENTER	0727	745394	030	0168	\$485.00
GOTTSCHALK MUSIC CENTER	0895	TA221006497	030	0112	\$200.00
GOTTSCHALK MUSIC CENTER	0895	TA221037309	030	0112	\$200.00
GOTTSCHALK MUSIC CENTER	0895	TA221038712	030	0112	\$200.00
GOTTSCHALK MUSIC CENTER	0895	TA221049793	030	0112	\$200.00
GOTTSCHALK MUSIC CENTER	0895	TA221050394	030	0112	\$200.00
GOTTSCHALK MUSIC CENTER	0895	TA221051284	030	0112	\$200.00
GOTTSCHALK MUSIC CENTER	0895	TA221051778	030	0112	\$200.00
GOTTSCHALK MUSIC CENTER	0895	TA221052834	030	0112	\$200.00
GOTTSCHALK MUSIC CENTER	0895	TA221052918	030	0112	\$200.00
GOTTSCHALK MUSIC CENTER	0895	TA221060475	030	0112	\$200.00
GOTTSCHALK MUSIC CENTER	0895	TA221063453	030	0112	\$200.00
GOTTSCHALK MUSIC CENTER	0895	TA221067467	030	0112	\$200.00
GOTTSCHALK MUSIC CENTER	0895	TA221076587	030	0112	\$200.00
GOTTSCHALK MUSIC CENTER	0895	TA221076636	030	0112	\$200.00
GOTTSCHALK MUSIC CENTER	0895	TA221077005	030	0112	\$200.00
GOTTSCHALK MUSIC CENTER	1400	744779	030	7394	\$4,999.98
GRADUATE SERVICES, LTD	0055	744435	030	0125	\$300.00
GRADUATE SERVICES, LTD	0395	743951	030	0172	\$2,526.62
GRADUATE SERVICES, LTD	0710	745426	030	0152	\$855.69
GRAINGER, INC.	0423	745055	060	3182	\$5,398.42
GRAINGER, INC.	0700	745475	030	0606	\$591.19
GRAINGER, INC.	0710	743994	060	6388	\$3,028.46
GRAINGER, INC.	0895	744583	030	0716	\$3,624.04
GRAINGER, INC.	1250	744497	350	0916	\$187.52
GRAINGER, INC.	1910	744029	130	5310	\$1,210.62
GRAINGER, INC.	1910	744511	130	5310	\$976.02
GRANITE DATA SOLUTIONS	0208	744574	030	7090	\$489.99
GRAPHIC COMMUNICATION	1891	744444	030	0716	\$348.75
GRAPHIC COMMUNICATION	1891	744446	030	0716	\$5,900.00
GRAPHIC DESIGN MARKING SYSTEM, INC.	0710	745425	060	6388	\$1,305.05
GRAYBAR ELECTRIC, INC.	1095	744244	350	0917	\$1,554.82
HANFORD HIGH SCHOOL	0145	744595	030	0172	\$184.00
HANFORD HIGH SCHOOL	0235	744526	030	0172	\$168.00
HANK SWANK GOLF COURSE	0100	744016	030	0172	\$324.00

HANK SWANK GOLF COURSE	0440	744190	030	0172	\$110.00
HARCOURT OUTLINES, INC.	0208	744982	080	8210	\$223.52
HARVARD HOUSE	0105	744262	030	7090	\$1,347.95
HARVARD HOUSE	0105	745422	030	7090	\$253.35
HARVARD HOUSE	0727	744398	030	0168	\$180.00
HARVARD HOUSE	0727	744399	030	0168	\$300.00
HARVARD HOUSE	0727	744400	030	0168	\$250.00
HARVARD HOUSE	0727	745395	030	0168	\$220.00
HARVARD HOUSE	0727	745396	030	0168	\$400.00
HARVARD HOUSE	0727	745397	030	0168	\$205.00
HARVARD HOUSE	0727	745398	030	0168	\$500.00
HARVARD HOUSE	0895	TA221068418	030	0112	\$200.00
HAWTHORNE EDUCATIONAL SERVICES	0770	744181	060	3315	\$212.32
HAWTHORNE EDUCATIONAL SERVICES	0770	744181	060	3327	\$2,249.44
HAWTHORNE EDUCATIONAL SERVICES	0770	744181	060	6500	\$212.32
HEC READING HORIZONS	0135	744433	030	7090	\$5,938.62
HEINEMANN PROFESSIONAL	0550	744727	060	3010	\$3,001.18
HELADOS LA TAPATIA, INC.	0430	744408	080	8210	\$1,200.00
HELADOS LA TAPATIA, INC.	0470	745210	030	7090	\$200.00
HENG CHAN SUN KIM, DBA JUDY'S DONUTS	0235	745217	030	7090	\$500.00
HENG CHAN SUN KIM, DBA JUDY'S DONUTS	0340	744731	030	7099	\$250.00
HENRY SCHEIN, INC.	0710	744124	060	6388	\$5,609.13
HENRY SCHEIN, INC.	0725	745170	030	0172	\$2,557.73
HERITAGE GENERAL	1445	743992	350	0917	\$9,984.24
HEWITT'S RESTAURANT	0150	743980	030	0113	\$701.57
HEWITT'S RESTAURANT	0335	744962	060	722C	\$1,500.00
HEWITT'S RESTAURANT	0395	744620	030	0125	\$6,000.00
HEWITT'S RESTAURANT	0700	743006	030	0606	\$500.00
HIGH VALUE ENGINEERING, LLC	1910	744676	130	5310	\$323.97
HIGH VALUE ENGINEERING, LLC	1910	745229	130	5310	\$804.75
HL CORPORATION	0421	745012	030	0172	\$900.00
HMONG ABC	1748	744699	060	6300	\$300.91
HMONG ABC	1748	745061	060	6300	\$361.09
HOFFMAN ELECTRONIC SYSTEMS	1005	745347	350	0917	\$1,408.07
HOFFMAN ELECTRONIC SYSTEMS	1185	744162	350	0917	\$2,437.88
HOFFMAN ELECTRONIC SYSTEMS	1255	744165	350	0917	\$2,437.88
HOFFMAN ELECTRONIC SYSTEMS	1340	744173	350	0917	\$1,218.94
HOFFMAN ELECTRONIC SYSTEMS	1415	744161	350	0917	\$2,437.88
HOFFMAN ELECTRONIC SYSTEMS	1490	744172	350	0917	\$1,218.94
HOFFMAN ELECTRONIC SYSTEMS	1567	745346	350	0917	\$1,489.06
HOFFMAN ELECTRONIC SYSTEMS	1575	745348	350	0917	\$1,408.07
HOFFMAN ELECTRONIC SYSTEMS	1961	744669	350	0917	\$1,218.94
HOME DEPOT	1910	745411	130	5310	\$4,000.00
HOOVER HIGH SCHOOL	0145	744017	030	0172	\$500.00
HOOVER HIGH SCHOOL	0145	744596	030	0172	\$400.00

HOOVER HIGH STUDENT BODY	0395	745374	030	0172	\$350.00
HORN SHOP, THE	0727	744401	030	0168	\$205.00
HORN SHOP, THE	0727	745391	030	0168	\$225.00
HORN SHOP, THE	0895	TA221022891	030	0112	\$200.00
HORN SHOP, THE	0895	TA221069295	030	0112	\$200.00
HORN SHOP, THE	0895	TA221078006	030	0112	\$200.00
HOSPITAL COUNCIL OF NORTHERN	0670	744889	110	3555	\$145.00
HUNGRY BEAR, INC.	0145	745215	030	7090	\$500.00
HUNGRY BEAR, INC.	0617	744635	030	0675	\$3,850.00
IB SOURCE, INC.	1748	743936	060	6300	\$7,678.76
ILLUMINATE EDUCATION	0852	744575	060	3182	\$109.65
IMANI ENTERPRISES CONSULTING, LLC	0725	744201	030	0179	\$7,000.00
IMMANUEL SCHOOLS	0185	745272	030	0172	\$450.00
INFLATABLE DESIGN GROUP	0445	743953	030	0115	\$6,434.20
INFLATABLE DESIGN GROUP	0475	744529	030	7090	\$3,250.50
INGRAHAM TROPHIES	0145	744018	030	0172	\$2,500.00
INSULATION CONTRACTING & SUP.	0919	744420	060	8150	\$5,000.00
INTEGRATED FOOD SERVICE	1910	744274	130	5310	\$7,511.70
INTEGRATED FOOD SERVICE	1910	744299	130	5310	\$6,423.48
INTEGRATED FOOD SERVICE	1910	745161	130	5310	\$8,584.80
INTERNATIONAL BACCALAUREATE	0185	745112	030	7090	\$550.00
IT'S MY PARTY	0335	745322	030	7090	\$1,103.00
IT'S MY PARTY	0421	744148	030	0171	\$491.00
IT'S MY PARTY	0700	744825	030	0606	\$287.15
IVS COMPUTER TECHNOLOGY	0070	745381	060	3010	\$1,134.00
IVS COMPUTER TECHNOLOGY	0567	744383	030	7090	\$1,296.00
IXL LEARNING, INC.	0070	745465	060	3010	\$1,075.00
J & E RESTAURANT SUPPLY, INC.	1910	744038	130	5310	\$8,722.18
J & E RESTAURANT SUPPLY, INC.	1910	745225	130	5310	\$4,659.05
J & E RESTAURANT SUPPLY, INC.	1910	745226	130	5310	\$4,659.05
J AND I TWINS SUPER MARKET EL PARIAN, LLC	0415	744032	030	7090	\$371.25
J W PEPPER & SONS, INC.	0727	744402	030	0168	\$320.00
J W PEPPER & SONS, INC.	0727	744403	030	0168	\$230.00
J W PEPPER & SONS, INC.	0727	744404	030	0168	\$190.00
J W PEPPER & SONS, INC.	0727	745393	030	0168	\$148.00
J W PEPPER & SONS, INC.	1400	744781	030	7394	\$1,677.42
J. ELLIOT MARKETING	0880	690277A	680	0851	\$660.00
J.T.M. FOOD GROUP	1910	744231	130	5310	\$6,318.20
J.T.M. FOOD GROUP	1910	744466	130	5310	\$6,007.68
JACKSON, KRISTI	0810	744649	030	0640	\$66.02
JANET GARDNER	0700	744301	030	0606	\$120.00
JERICO FIRE PROTECTION	0919	745014	060	8150	\$4,254.00
JERICO FIRE PROTECTION	0919	745015	060	8150	\$2,105.00
JITTERS	0135	744166	030	7090	\$300.00
JOHNSON CONTROLS, INC.	0919	744498	060	8150	\$525.04

JOHNSTON INDUSTRIAL	0710	744049	060	6388	\$750.00
JOINT OPPORTUNITIES	0850	743650	030	0681	\$6,500.00
JONES CLEANING CENTER, INC.	0335	744946	030	7090	\$800.00
JONES SCHOOL SUPPLY CO.	0045	744559	030	7099	\$2,626.67
JOURNEY ED. ACADEMIC STORE	0130	745325	030	7090	\$2,500.00
J'S COMMUNICATONS, INC.	0130	745110	030	0125	\$39.01
JUNIOR LIBRARY GUILD	0055	744202	030	0625	\$4,630.29
JUNIOR LIBRARY GUILD	0130	744126	030	0625	\$2,475.27
JUNIOR LIBRARY GUILD	0145	744125	030	0625	\$3,290.04
JUNIOR LIBRARY GUILD	0235	744200	030	0625	\$1,813.60
JUNIOR LIBRARY GUILD	1435	744697	060	3010	\$578.00
JUNIOR LIBRARY GUILD	1450	745211	060	3010	\$2,455.14
JUNIOR LIBRARY GUILD	1460	745368	060	3010	\$3,122.67
KAPLAN EARLY LEARNING	0765	744128	030	0192	\$1,418.21
KAPLAN EARLY LEARNING	0765	745070	060	7425	\$64.54
KASNER-GODELL, MICHELLE	0208	745469	030	0110	\$11.47
KINCADE PRODUCTIONS	0710	745113	060	6388	\$5,962.00
KINGSBURG HIGH SCHOOL	0055	744388	030	0172	\$184.00
KINGSBURG HIGH SCHOOL	0145	744019	030	0172	\$128.00
KONA ICE OF FRESNO DBA ROLLING ICE, LLC	0380	745462	080	8210	\$1,000.00
LA LIBRERIA	0475	744680	030	7091	\$1,310.13
LA ROSA DANCE SUPPLY	1400	743999	030	7394	\$400.05
LA ROSA DANCE SUPPLY	1400	744002	030	7394	\$5,032.41
LAFLAM, CALLIE	0235	744500	030	0172	\$104.02
LAKESHORE LEARNING MATERIALS	0020	744723	030	7099	\$508.23
LAKESHORE LEARNING MATERIALS	0035	744476	030	7099	\$971.64
LAKESHORE LEARNING MATERIALS	0035	744477	030	7090	\$488.79
LAKESHORE LEARNING MATERIALS	0380	745444	080	8210	\$609.06
LAKESHORE LEARNING MATERIALS	0450	745118	030	7090	\$508.23
LAKESHORE LEARNING MATERIALS	0495	744687	030	0110	\$300.35
LAKESHORE LEARNING MATERIALS	0510	744163	030	7099	\$485.82
LAKESHORE LEARNING MATERIALS	0765	745116	060	7425	\$553.97
LAKESHORE LEARNING MATERIALS	0786	744194	060	3326	\$8,551.89
LAKESHORE LEARNING MATERIALS	0790	744060	060	7425	\$406.35
LARRY A. LIVERMORE	0421	744854	030	0171	\$589.13
LEARNING A-Z	0450	744505	060	3010	\$6,270.00
LEARNING WITHOUT TEARS	0150	744315	030	7099	\$635.25
LEARNING WITHOUT TEARS	0422	744182	030	7090	\$498.19
LEE, YUA	0567	745213	030	7099	\$145.52
LEE'S FINISHING DESIGNS	0601	744156	030	0500	\$1,208.74
LEE'S FINISHING DESIGNS	0727	744892	030	0169	\$1,301.00
LIBERTY FLAGS, INC.	0330	744597	030	0172	\$489.80
LIFE FLOWER	0710	744906	060	6388	\$614.25
LIFETOUCH NATIONAL SCHOOL STUDIOS	0125	744799	030	0124	\$1,417.71
LILY'S CAFE	0601	740926	030	0677	\$500.00

LILY'S CAFE	0700	743008	030	0606	\$500.00
LINDSAY ELECTRIC COMPANY	1185	744490	350	0917	\$9,047.23
LINDSAY ELECTRIC COMPANY	1215	745344	350	0917	\$9,550.00
LINDSAY ELECTRIC COMPANY	1255	744491	350	0917	\$9,047.23
LINDSAY ELECTRIC COMPANY	1340	744492	350	0917	\$6,880.25
LINDSAY ELECTRIC COMPANY	1415	744685	350	0917	\$9,047.23
LINDSAY ELECTRIC COMPANY	1490	744493	350	0917	\$8,451.30
LINKA CORPORATION	0145	744998	030	7090	\$2,000.00
LINKA CORPORATION	0700	744778	030	0606	\$1,250.00
LITTLE CAESARS PIZZA	0470	744885	030	7090	\$300.00
LOWE'S	0030	742465	030	0171	\$802.51
LOWE'S	0095	744479	030	0734	\$450.00
LOWE'S	0130	745133	030	0171	\$1,148.08
LOWE'S	0130	745141	030	7090	\$600.00
LOWE'S	0185	744508	030	7090	\$2,400.00
LOWE'S	0185	745219	030	0125	\$1,000.00
LOWE'S	0195	745319	030	0734	\$1,000.00
LOWE'S	0215	745218	030	0734	\$300.00
LOWE'S	0241	744488	030	0128	\$256.30
LOWE'S	0395	744960	030	0125	\$600.00
LOWE'S	0395	745419	030	0125	\$200.00
LOWE'S	0421	744964	030	0125	\$1,500.00
LOWE'S	0435	744486	030	0172	\$2,000.00
LOWE'S	0445	745231	030	0171	\$1,000.00
LOWE'S	0480	745223	030	7090	\$379.12
LOWE'S	0700	745135	030	0606	\$1,148.08
LOWE'S	0710	703279	060	6387	\$315.64
LOWE'S	0710	744489	060	6388	\$1,618.49
LOWE'S	0710	744510	060	6388	\$8,000.00
LOWE'S	0710	745220	060	6388	\$4,900.00
LOWE'S	0785	744507	060	3315	\$112.00
LOWE'S	0895	744504	030	0716	\$430.69
LOWE'S	1400	744481	030	7394	\$2,200.00
LOWE'S	1400	744484	030	7394	\$300.00
LUNA PIZZERIA & ITALIAN REST.	0010	744364	030	0115	\$1,000.00
LUNA PIZZERIA & ITALIAN REST.	0455	744627	030	0115	\$650.00
MAD ILLUSTRATORS	0725	743943	030	0179	\$5,000.00
MADERA HIGH SCHOOL	0055	744082	030	0172	\$1,050.00
MADERA HIGH SCHOOL	0145	744020	030	0172	\$270.00
MADERA HIGH SCHOOL	0185	743997	030	0172	\$360.00
MADERA HIGH SCHOOL	0421	745089	030	0172	\$150.00
MADERA SOUTH HIGH SCHOOL	0145	744021	030	0172	\$140.00
MADERA SOUTH HIGH SCHOOL	0185	744283	030	0172	\$170.00
MADERA SOUTH HIGH SCHOOL	0185	745090	030	0172	\$375.00
MADERA UNIFIED SCHOOL DIST.	0235	744944	030	0172	\$160.00

MAGNETAR.US, INC.	0919	744728	060	8150	\$1,000.00
MAKE MUSIC, INC.	0235	744430	030	7090	\$1,339.08
MARSH & MCLENNAN AGENCY	0880	744810	680	0851	\$1,754.75
MARSH & MCLENNAN AGENCY	0880	745450	680	0851	\$876.00
MAYSON ACE HARDWARE	0710	745227	060	6388	\$250.00
MC GRAW-HILL EDUCATION, INC.	0070	744437	030	7091	\$955.77
MC GRAW-HILL EDUCATION, INC.	0270	744651	030	7091	\$504.15
MC GRAW-HILL EDUCATION, INC.	1748	745421	060	6300	\$1,402.59
MCDANNEL, LISA	0385	745027	030	0172	\$243.78
MCDANNEL, LISA	0385	745029	030	0172	\$93.70
MCKESSON MEDICAL-SURGICAL	0730	744183	060	9017	\$204.15
MCKESSON MEDICAL-SURGICAL	0730	745423	060	9017	\$246.50
MCLAUGHLIN, LINDA	0330	744969	030	0111	\$50.10
MEAT MARKET, INC., THE	0335	744045	030	7090	\$1,500.00
MEDCO SUPPLY CO, INC.	0725	744791	030	0172	\$1,900.57
MEDITERRANEAN GRILL	0758	745385	030	7091	\$1,000.00
MEGA-PRINTS, INC.	0920	745005	030	0188	\$7,464.75
ME-N-ED'S, INC.	0010	744412	030	0115	\$1,000.00
ME-N-ED'S, INC.	0145	745041	030	7090	\$2,750.00
ME-N-ED'S, INC.	0155	742851	080	8210	\$3,500.00
ME-N-ED'S, INC.	0215	745306	030	0171	\$1,000.00
ME-N-ED'S, INC.	0235	745400	030	7140	\$900.00
ME-N-ED'S, INC.	0335	744958	060	722C	\$2,000.00
ME-N-ED'S, INC.	0335	745321	060	722B	\$500.00
ME-N-ED'S, INC.	0370	745318	030	7099	\$800.00
ME-N-ED'S, INC.	0423	743989	030	7090	\$1,000.00
ME-N-ED'S, INC.	0430	744888	080	8210	\$1,000.00
ME-N-ED'S, INC.	0440	744034	030	0115	\$4,000.00
ME-N-ED'S, INC.	0460	745377	030	0172	\$300.00
ME-N-ED'S, INC.	0700	743009	030	0606	\$500.00
ME-N-ED'S, INC.	0706	740556	030	0152	\$500.00
ME-N-ED'S, INC.	0755	744625	030	0176	\$110.00
MEREDITH RENEE CROMER	0850	745281	030	0681	\$2,000.00
MESA ENERGY SYSTEMS, INC. DBA EMCOR SERVICES MESA	1910	744039	130	5310	\$6,000.00
METEOR EDUCATION, LLC	0230	744730	030	7090	\$3,013.47
METEOR EDUCATION, LLC	0335	745327	030	0625	\$2,289.05
METEOR EDUCATION, LLC	0796	744169	060	3210	\$9,014.55
MHS	0770	745180	060	3315	\$1,744.50
MHS	0770	745180	060	6500	\$1,693.21
MHS	0770	745180	060	6512	\$1,693.21
MICHAEL COLE ELECTRIC	0070	744908	030	7091	\$4,500.00
MICHAEL COLE ELECTRIC	0335	744637	030	7090	\$9,500.00
MICHAEL COLE ELECTRIC	0335	744639	030	7090	\$7,750.00
MICHAEL'S STORES	0895	TA221006130	030	0112	\$200.00

MICHAEL'S STORES	0895	TA221006616	030	0112	\$200.00
MICHAEL'S STORES	0895	TA221007764	030	0112	\$200.00
MICHAEL'S STORES	0895	TA221009197	030	0112	\$200.00
MICHAEL'S STORES	0895	TA221011397	030	0112	\$200.00
MICHAEL'S STORES	0895	TA221011921	030	0112	\$200.00
MICHAEL'S STORES	0895	TA221012116	030	0112	\$200.00
MICHAEL'S STORES	0895	TA221015037A	030	0112	\$515.00
MICHAEL'S STORES	0895	TA221015596	030	0112	\$200.00
MICHAEL'S STORES	0895	TA221016071	030	0112	\$200.00
MICHAEL'S STORES	0895	TA221018587	030	0112	\$200.00
MICHAEL'S STORES	0895	TA221020115	030	0112	\$200.00
MICHAEL'S STORES	0895	TA221024784	030	0112	\$200.00
MICHAEL'S STORES	0895	TA221027457	030	0112	\$200.00
MICHAEL'S STORES	0895	TA221027760	030	0112	\$200.00
MICHAEL'S STORES	0895	TA221029161	030	0112	\$200.00
MICHAEL'S STORES	0895	TA221030817	030	0112	\$200.00
MICHAEL'S STORES	0895	TA221032738	030	0112	\$200.00
MICHAEL'S STORES	0895	TA221035583	030	0112	\$200.00
MICHAEL'S STORES	0895	TA221038493	030	0112	\$200.00
MICHAEL'S STORES	0895	TA221041292	030	0112	\$200.00
MICHAEL'S STORES	0895	TA221042851	030	0112	\$200.00
MICHAEL'S STORES	0895	TA221043584	030	0112	\$200.00
MICHAEL'S STORES	0895	TA221046316	030	0112	\$200.00
MICHAEL'S STORES	0895	TA221047657	030	0112	\$200.00
MICHAEL'S STORES	0895	TA221051151	030	0112	\$200.00
MICHAEL'S STORES	0895	TA221051881	030	0112	\$200.00
MICHAEL'S STORES	0895	TA221052012	030	0112	\$200.00
MICHAEL'S STORES	0895	TA221061966	030	0112	\$200.00
MICHAEL'S STORES	0895	TA221063140	030	0112	\$200.00
MICHAEL'S STORES	0895	TA221063518	030	0112	\$200.00
MICHAEL'S STORES	0895	TA221063775	030	0112	\$200.00
MICHAEL'S STORES	0895	TA221063861	030	0112	\$200.00
MICHAEL'S STORES	0895	TA221064289	030	0112	\$200.00
MICHAEL'S STORES	0895	TA221064323	030	0112	\$200.00
MICHAEL'S STORES	0895	TA221066141	030	0112	\$200.00
MICHAEL'S STORES	0895	TA221066364	030	0112	\$200.00
MICHAEL'S STORES	0895	TA221067268	030	0112	\$200.00
MICHAEL'S STORES	0895	TA221067527	030	0112	\$200.00
MICHAEL'S STORES	0895	TA221067734	030	0112	\$200.00
MICHAEL'S STORES	0895	TA221067750	030	0112	\$200.00
MICHAEL'S STORES	0895	TA221068445	030	0112	\$200.00
MICHAEL'S STORES	0895	TA221068460	030	0112	\$200.00
MICHAEL'S STORES	0895	TA221068816	030	0112	\$200.00
MICHAEL'S STORES	0895	TA221069244	030	0112	\$200.00
MICHAEL'S STORES	0895	TA221069259	030	0112	\$200.00

MICHAEL'S STORES	0895	TA221069282	030	0112	\$200.00
MICHAEL'S STORES	0895	TA221069331	030	0112	\$200.00
MICHAEL'S STORES	0895	TA221072609	030	0112	\$200.00
MICHAEL'S STORES	0895	TA221073141	030	0112	\$200.00
MICHAEL'S STORES	0895	TA221074137	030	0112	\$200.00
MICHAEL'S STORES	0895	TA221074608	030	0112	\$200.00
MICHAEL'S STORES	0895	TA221078111	030	0112	\$200.00
MICHAEL'S STORES	0895	TA221078480	030	0112	\$200.00
MICHIGAN PHYSICAL FITNESS, HEALTH & SPORTS FOUNDATION	0155	744897	030	7090	\$1,092.02
MIND RESEARCH INSTITUTE	0535	744737	060	3010	\$8,000.00
MINUTEMAN PRESS	0395	744514	030	0125	\$464.18
MINUTEMAN PRESS	0710	744774	060	6388	\$2,396.92
MIRACLE PLAYSYSTEMS, INC.	0919	745235	060	8150	\$4,646.82
MISSION OAK HIGH SCHOOL	0335	745279	030	0172	\$400.00
MISSION OAK HIGH SCHOOL	0421	745017	030	0172	\$300.00
MOBILE MINI, INC.	1305	601494B	350	0917	\$1,000.00
MOBILE MINI, INC.	1921	553549B	350	0917	\$1,000.00
MOBILE MODULAR MGMNT CORP.	1005	699015	350	0917	\$2,308.15
MONASTERIO, SUSAN	0930	745206	030	0720	\$44.00
MOVIE LICENSING USA	0235	744483	030	0625	\$627.00
MOVIE LICENSING USA	0335	744577	030	0625	\$1,809.00
NAEA /NATIONAL ART EDUCATION ASSOC.	0727	744633	030	0169	\$330.00
NAEHCY	0227	744207	060	3010	\$2,694.00
NAESP	0601	744279	030	0500	\$940.00
NASCO EDUCATION. LLC	0710	698620A	060	6388	\$696.21
NATIONAL INVENTORS HALL OF FAME	0701	744540	060	3010	\$8,911.79
NATIONAL RESTAURANT ASSOC.	0710	744289	030	0152	\$360.43
NATIONAL RESTAURANT ASSOC.	0710	744411	060	6388	\$1,350.00
NATIONAL RESTAURANT ASSOC.	0710	744414	060	6388	\$1,500.00
NEARPOD, INC.	0130	744419	030	0625	\$1,425.00
NEARPOD, INC.	0150	744487	030	7090	\$1,425.00
NEARPOD, INC.	0170	744580	060	3010	\$3,775.00
NEARPOD, INC.	0195	745004	030	7090	\$1,425.00
NEARPOD, INC.	0235	744432	030	0625	\$1,875.00
NEARPOD, INC.	0395	744581	030	7090	\$450.00
NEMC, DBA NATIONAL EDUCATIONAL MUSIC COMPANY	0727	745119	060	3210	\$4,850.10
NEWS-2-YOU, INC.	1785	744807	060	3010	\$4,500.00
NICK'S CUSTOM GOLF CARS	0421	744863	030	0171	\$1,460.58
NIMCO, INC.	0255	744061	030	7099	\$310.47
NOODLETOOLS, INC.	0235	744204	030	0625	\$440.00
NORTHSTAR PHOTOGRAPHY	0415	745003	030	7090	\$6,495.00
OAKTREE PRODUCTS	0480	745311	030	0110	\$382.97
OFFICE DEPOT	0005	OD000043246	030	7090	\$5,000.00
OFFICE DEPOT	0005	OD000043617	030	7090	\$126.74

OFFICE DEPOT	0005	OD000043760	030	7090	\$200.00
OFFICE DEPOT	0010	OD000043629	030	0171	\$600.00
OFFICE DEPOT	0012	OD000043173	030	0134	\$750.00
OFFICE DEPOT	0015	OD000043650	030	0110	\$200.00
OFFICE DEPOT	0025	OD000043761	060	3010	\$200.00
OFFICE DEPOT	0035	OD000043646	030	0110	\$250.00
OFFICE DEPOT	0060	OD000043618	030	0110	\$318.16
OFFICE DEPOT	0070	OD000043183	030	7091	\$7,000.00
OFFICE DEPOT	0100	OD000043647	030	7090	\$111.47
OFFICE DEPOT	0100	OD000043648	030	0115	\$346.71
OFFICE DEPOT	0120	OD000043651	030	7099	\$350.00
OFFICE DEPOT	0130	OD000043766	030	0625	\$267.62
OFFICE DEPOT	0140	OD000043656	030	0110	\$71.63
OFFICE DEPOT	0145	OD000043614	030	7090	\$500.00
OFFICE DEPOT	0145	OD000043743	060	4124	\$698.16
OFFICE DEPOT	0145	OD000043745	030	7090	\$1,000.00
OFFICE DEPOT	0145	OD000043746	030	7090	\$350.00
OFFICE DEPOT	0145	OD000043747	030	7090	\$350.00
OFFICE DEPOT	0145	OD000043748	030	7090	\$350.00
OFFICE DEPOT	0145	OD000043749	030	7090	\$350.00
OFFICE DEPOT	0145	OD000043750	030	7090	\$350.00
OFFICE DEPOT	0145	OD000043751	030	7090	\$350.00
OFFICE DEPOT	0145	OD000043752	030	7090	\$350.00
OFFICE DEPOT	0145	OD000043753	030	7090	\$350.00
OFFICE DEPOT	0145	OD000043754	030	7090	\$200.00
OFFICE DEPOT	0155	OD000043762	030	0113	\$900.00
OFFICE DEPOT	0160	OD000043657	030	0110	\$200.00
OFFICE DEPOT	0160	OD000043658	030	0110	\$200.00
OFFICE DEPOT	0160	OD000043659	030	0110	\$200.00
OFFICE DEPOT	0160	OD000043660	030	0110	\$200.00
OFFICE DEPOT	0160	OD000043661	030	0110	\$200.00
OFFICE DEPOT	0160	OD000043662	030	0110	\$200.00
OFFICE DEPOT	0160	OD000043663	030	0110	\$200.00
OFFICE DEPOT	0160	OD000043664	030	0110	\$100.00
OFFICE DEPOT	0160	OD000043763	030	0110	\$200.00
OFFICE DEPOT	0170	OD000043600	030	7099	\$2,310.40
OFFICE DEPOT	0175	OD000043702	030	0110	\$200.00
OFFICE DEPOT	0175	OD000043703	030	0110	\$350.00
OFFICE DEPOT	0175	OD000043705	030	0110	\$350.00
OFFICE DEPOT	0175	OD000043706	030	0110	\$350.00
OFFICE DEPOT	0175	OD000043707	030	0110	\$200.00
OFFICE DEPOT	0175	OD000043708	030	0110	\$350.00
OFFICE DEPOT	0175	OD000043709	030	0110	\$150.00
OFFICE DEPOT	0185	OD000043741	030	0125	\$1,500.00
OFFICE DEPOT	0200	OD000043619	030	0110	\$175.00

OFFICE DEPOT	0200	OD000043620	030	0110	\$350.00
OFFICE DEPOT	0200	OD000043621	030	0110	\$350.00
OFFICE DEPOT	0200	OD000043622	030	0110	\$175.00
OFFICE DEPOT	0200	OD000043677	030	0110	\$175.00
OFFICE DEPOT	0200	OD000043678	030	0110	\$350.00
OFFICE DEPOT	0200	OD000043679	030	0110	\$350.00
OFFICE DEPOT	0200	OD000043680	030	0110	\$175.00
OFFICE DEPOT	0200	OD000043681	030	0110	\$350.00
OFFICE DEPOT	0200	OD000043682	030	0110	\$350.00
OFFICE DEPOT	0200	OD000043683	030	0110	\$350.00
OFFICE DEPOT	0200	OD000043684	030	0110	\$350.00
OFFICE DEPOT	0200	OD000043764	030	0110	\$350.00
OFFICE DEPOT	0200	OD000043765	030	0110	\$350.00
OFFICE DEPOT	0208	OD000043665	030	0110	\$300.00
OFFICE DEPOT	0210	OD000043625	030	0110	\$400.00
OFFICE DEPOT	0210	OD000043631	030	7090	\$400.00
OFFICE DEPOT	0210	OD000043666	060	6500	\$200.00
OFFICE DEPOT	0215	OD000043626	030	0110	\$5,000.00
OFFICE DEPOT	0235	OD000043613	030	0172	\$200.00
OFFICE DEPOT	0235	OD000043739	060	6500	\$200.00
OFFICE DEPOT	0237	OD000043615	030	0133	\$3,000.00
OFFICE DEPOT	0241	OD000043612	030	0128	\$5,000.00
OFFICE DEPOT	0250	OD000043713	060	3010	\$500.00
OFFICE DEPOT	0290	OD000043632	030	0113	\$1,295.00
OFFICE DEPOT	0290	OD000043633	030	0113	\$1,295.00
OFFICE DEPOT	0290	OD000043634	030	0113	\$500.00
OFFICE DEPOT	0290	OD000043635	030	0113	\$795.00
OFFICE DEPOT	0290	OD000043636	030	0113	\$200.00
OFFICE DEPOT	0290	OD000043637	030	0113	\$600.00
OFFICE DEPOT	0315	OD000043638	030	7090	\$5,000.00
OFFICE DEPOT	0320	OD000043639	030	0110	\$100.00
OFFICE DEPOT	0320	OD000043640	030	0110	\$100.00
OFFICE DEPOT	0320	OD000043641	030	0110	\$100.00
OFFICE DEPOT	0320	OD000043642	030	7090	\$519.00
OFFICE DEPOT	0335	OD000043595	030	0125	\$400.00
OFFICE DEPOT	0335	OD000043596	030	0125	\$400.00
OFFICE DEPOT	0335	OD000043603	030	0125	\$400.00
OFFICE DEPOT	0335	OD000043604	030	0125	\$400.00
OFFICE DEPOT	0335	OD000043606	030	7090	\$571.54
OFFICE DEPOT	0335	OD000043630	030	0625	\$1,500.00
OFFICE DEPOT	0335	OD000043654	030	0125	\$290.00
OFFICE DEPOT	0335	OD000043673	030	7090	\$758.44
OFFICE DEPOT	0335	OD000043690	030	0125	\$400.00
OFFICE DEPOT	0335	OD000043736	060	722C	\$2,500.00
OFFICE DEPOT	0335	OD000043738	030	7090	\$265.19

OFFICE DEPOT	0335	OD000043755	060	722B	\$1,000.00
OFFICE DEPOT	0335	OD000043756	060	6385	\$4,000.00
OFFICE DEPOT	0340	OD000043769	060	6500	\$200.00
OFFICE DEPOT	0370	OD000043714	030	7090	\$5,000.00
OFFICE DEPOT	0370	OD000043715	030	7099	\$5,000.00
OFFICE DEPOT	0385	OD000043717	030	0110	\$300.00
OFFICE DEPOT	0395	OD000043592	030	0125	\$4,000.00
OFFICE DEPOT	0395	OD000043652	030	0125	\$200.00
OFFICE DEPOT	0395	OD000043653	030	0125	\$400.00
OFFICE DEPOT	0395	OD000043726	060	6500	\$183.33
OFFICE DEPOT	0395	OD000043727	060	6500	\$183.33
OFFICE DEPOT	0395	OD000043728	060	6500	\$183.33
OFFICE DEPOT	0395	OD000043729	060	6500	\$183.33
OFFICE DEPOT	0395	OD000043730	060	6500	\$183.33
OFFICE DEPOT	0395	OD000043731	060	6500	\$183.33
OFFICE DEPOT	0395	OD000043732	060	6500	\$183.33
OFFICE DEPOT	0395	OD000043733	030	0125	\$200.00
OFFICE DEPOT	0395	OD000043734	030	0125	\$200.00
OFFICE DEPOT	0395	OD000043735	030	0125	\$200.00
OFFICE DEPOT	0395	OD000043740	060	6500	\$183.33
OFFICE DEPOT	0395	OD000043757	030	0125	\$1,000.00
OFFICE DEPOT	0420	OD000043695	030	7099	\$214.88
OFFICE DEPOT	0421	OD000043697	060	6500	\$200.18
OFFICE DEPOT	0422	OD000043643	030	0111	\$518.00
OFFICE DEPOT	0423	OD000043601	060	3182	\$1,012.48
OFFICE DEPOT	0423	OD000043674	030	0625	\$466.14
OFFICE DEPOT	0435	OD000043644	030	7090	\$1,000.00
OFFICE DEPOT	0445	OD000043167	030	7090	\$5,000.00
OFFICE DEPOT	0460	OD000043718	030	0110	\$200.00
OFFICE DEPOT	0460	OD000043719	060	6500	\$150.00
OFFICE DEPOT	0460	OD000043720	030	0110	\$300.00
OFFICE DEPOT	0460	OD000043721	060	6500	\$150.00
OFFICE DEPOT	0460	OD000043722	030	0110	\$150.00
OFFICE DEPOT	0460	OD000043723	030	0110	\$300.00
OFFICE DEPOT	0460	OD000043724	030	0110	\$150.00
OFFICE DEPOT	0460	OD000043725	030	0110	\$165.00
OFFICE DEPOT	0460	OD000043771	030	0110	\$150.00
OFFICE DEPOT	0475	OD000043597	030	0625	\$2,000.00
OFFICE DEPOT	0480	OD000043712	030	7091	\$358.30
OFFICE DEPOT	0485	OD000043670	030	0110	\$200.00
OFFICE DEPOT	0485	OD000043685	030	0110	\$200.00
OFFICE DEPOT	0485	OD000043686	030	0110	\$100.00
OFFICE DEPOT	0485	OD000043687	030	0110	\$100.00
OFFICE DEPOT	0485	OD000043692	030	0110	\$200.00
OFFICE DEPOT	0510	OD000043623	030	7099	\$4,900.00

OFFICE DEPOT	0510	OD000043624	030	7091	\$4,900.00
OFFICE DEPOT	0510	OD000043691	030	0110	\$4,900.01
OFFICE DEPOT	0552	OD000043579	030	0625	\$1,000.00
OFFICE DEPOT	0567	OD000043210	030	0110	\$5,000.00
OFFICE DEPOT	0575	OD000043607	060	6500	\$200.00
OFFICE DEPOT	0575	OD000043608	060	6500	\$200.00
OFFICE DEPOT	0575	OD000043609	060	6500	\$200.00
OFFICE DEPOT	0575	OD000043610	060	6500	\$200.00
OFFICE DEPOT	0575	OD000043611	060	6500	\$200.00
OFFICE DEPOT	0580	OD000043668	030	0110	\$3,000.00
OFFICE DEPOT	0664	OD000043598	030	0672	\$5,000.00
OFFICE DEPOT	0710	OD000043602	030	0152	\$1,080.16
OFFICE DEPOT	0710	OD000043696	060	6388	\$221.95
OFFICE DEPOT	0710	OD000043744	060	6388	\$257.87
OFFICE DEPOT	0727	OD000043627	030	0168	\$210.00
OFFICE DEPOT	0727	OD000043628	030	0168	\$150.00
OFFICE DEPOT	0727	OD000043759	030	0168	\$100.00
OFFICE DEPOT	0758	OD000043593	030	7091	\$2,500.00
OFFICE DEPOT	0758	OD000043699	030	0117	\$1,500.00
OFFICE DEPOT	0758	OD000043700	060	4203	\$5,000.00
OFFICE DEPOT	0770	OD000043772	060	6500	\$373.79
OFFICE DEPOT	0785	OD000043605	060	6500	\$200.00
OFFICE DEPOT	0785	OD000043675	060	6500	\$211.63
OFFICE DEPOT	0785	OD000043676	060	6500	\$272.15
OFFICE DEPOT	0787	OD000043594	060	6500	\$693.34
OFFICE DEPOT	0787	OD000043698	060	6500	\$1,000.00
OFFICE DEPOT	0790	OD000043742	060	7425	\$259.94
OFFICE DEPOT	0796	OD000043649	030	0667	\$479.45
OFFICE DEPOT	0811	OD000043768	030	0130	\$547.16
OFFICE DEPOT	0850	OD000043688	030	0680	\$500.00
OFFICE DEPOT	0852	OD000043672	060	3182	\$581.94
OFFICE DEPOT	0880	OD000043655	680	0851	\$219.17
OFFICE DEPOT	0880	OD000043737	680	0851	\$307.79
OFFICE DEPOT	0895	OD000043689	060	3210	\$6,771.88
OFFICE DEPOT	0895	OD000043774	030	0716	\$80.16
OFFICE DEPOT	1210	OD000043767	060	3010	\$450.00
OFFICE DEPOT	1220	OD000043710	060	3010	\$1,000.00
OFFICE DEPOT	1225	OD000043711	060	3010	\$600.00
OFFICE DEPOT	1250	OD000043758	350	0916	\$1,540.70
OFFICE DEPOT	1355	OD000043667	060	3010	\$1,500.00
OFFICE DEPOT	1435	OD000043693	060	3010	\$700.00
OFFICE DEPOT	1460	OD000043770	060	3010	\$500.00
OFFICE DEPOT	1500	OD000043671	060	3010	\$1,000.00
OFFICE DEPOT	1550	OD000043669	060	3010	\$700.00
OFFICE DEPOT	1550	OD000043694	060	3010	\$1,000.00

OFFICE DEPOT	1891	OD000043244	030	0716	\$369.26
OFFICE DEPOT	1891	OD000043616	030	0716	\$7,724.40
OFFICE DEPOT	1891	OD000043704	030	0716	\$1,298.90
OFFICE DEPOT	1891	OD000043716	030	0716	\$8,573.52
OFFICE DEPOT	1910	OD000043599	130	5310	\$688.45
ONSHAPE A PTC BUSINESS	0887	744913	030	0143	\$3,000.00
OVERDRIVE, INC.	0100	745463	030	7140	\$89.60
OVERDRIVE, INC.	0100	745464	030	7140	\$452.79
OVERDRIVE, INC.	0423	744293	030	0625	\$2,500.00
OWL LABS, INC.	0705	745009	110	6391	\$919.89
PACE SUPPLY CORP.	0919	744579	060	8150	\$1,558.89
PACIFICA PIZZA/OLIVE	0185	745324	030	0625	\$350.00
PACIFICA PIZZA/OLIVE	0340	744617	080	8210	\$300.00
PAINTER, ANTOINETTE	0810	744830	030	0649	\$300.00
PARTY WORKS, INC./CLOVIS	0155	744987	030	0643	\$1,000.00
PARTY WORKS, INC./CLOVIS	0480	742805	030	0111	\$150.00
PARTY WORKS/BLACKSTONE	0445	745353	030	0171	\$1,000.00
PARTY WORKS/BLACKSTONE	0455	744800	030	0171	\$300.00
PATITA'S PRINT AND APPAREL	0335	744069	030	7090	\$3,000.00
PATRICK'S MUSIC...ETC.	0475	744538	030	0115	\$700.00
PATRICK'S MUSIC...ETC.	0727	744405	030	0168	\$225.00
PE UNIFORMS R US	0417	744196	030	0172	\$500.00
PE UNIFORMS R US	0417	744199	030	0172	\$500.00
PEACE WORKS, INC.	0045	744920	030	7090	\$2,000.00
PEACE WORKS, INC.	0155	744986	030	0643	\$1,000.00
PEACE WORKS, INC.	0208	744803	030	0172	\$2,000.00
PEACE WORKS, INC.	0260	742737	030	0171	\$500.00
PEACE WORKS, INC.	0290	744341	030	0113	\$195.00
PEACE WORKS, INC.	0290	744342	030	0113	\$295.00
PEACE WORKS, INC.	0290	744343	030	0113	\$500.00
PEACE WORKS, INC.	0325	743947	080	8210	\$500.00
PEACE WORKS, INC.	0385	744255	060	6500	\$200.00
PEACE WORKS, INC.	0385	744935	060	6500	\$200.00
PEACE WORKS, INC.	0430	744518	080	8210	\$1,000.00
PEACE WORKS, INC.	0440	744001	030	7091	\$4,000.00
PEACE WORKS, INC.	0470	745163	030	7090	\$1,000.00
PEACE WORKS, INC.	0490	743945	030	7090	\$2,000.00
PEACE WORKS, INC.	0750	744445	060	3060	\$523.29
PEACE WORKS, INC.	0758	744893	030	0117	\$3,000.00
PEACE WORKS, INC.	0758	744950	060	4203	\$2,688.62
PEACE WORKS, INC.	0810	745045	060	3010	\$500.00
PEACE WORKS, INC.	0895	TA221004450	030	0112	\$200.00
PEACE WORKS, INC.	0895	TA221010504	030	0112	\$200.00
PEACE WORKS, INC.	0895	TA221026277	030	0112	\$200.00
PEACE WORKS, INC.	0895	TA221029645	030	0112	\$200.00

PEACE WORKS, INC.	0895	TA221030569	030	0112	\$200.00
PEACE WORKS, INC.	0895	TA221067477	030	0112	\$200.00
PEACE WORKS, INC.	0895	TA221069650	030	0112	\$200.00
PEACE WORKS, INC.	0895	TA221077872	030	0112	\$200.00
PEARSON ASSESSMENTS	0770	744193	060	6500	\$4,001.93
PEARSON ASSESSMENTS	0770	744193	060	6512	\$4,001.92
PEARSON ASSESSMENTS	0785	745072	060	6500	\$1,298.68
PERMA BOUND	0100	744797	030	7090	\$747.65
PERMA BOUND	0105	744065	030	0625	\$843.62
PETUNIA'S PLACE	0100	744802	030	0625	\$4,000.00
PETUNIA'S PLACE	0145	745198	030	7090	\$150.00
PETUNIA'S PLACE	0145	745200	030	7090	\$350.00
PETUNIA'S PLACE	0475	744523	030	0625	\$3,000.00
PETUNIA'S PLACE	0895	TA221011982	030	0112	\$200.00
PETUNIA'S PLACE	0895	TA221014048	030	0112	\$200.00
PETUNIA'S PLACE	0895	TA221014586	030	0112	\$200.00
PETUNIA'S PLACE	0895	TA221019586	030	0112	\$200.00
PETUNIA'S PLACE	0895	TA221040942	030	0112	\$200.00
PETUNIA'S PLACE	0895	TA221044958	030	0112	\$200.00
PETUNIA'S PLACE	0895	TA221046107	030	0112	\$200.00
PETUNIA'S PLACE	0895	TA221046397	030	0112	\$200.00
PETUNIA'S PLACE	0895	TA221047884	030	0112	\$200.00
PETUNIA'S PLACE	0895	TA221052337	030	0112	\$200.00
PETUNIA'S PLACE	0895	TA221062840	030	0112	\$200.00
PETUNIA'S PLACE	0895	TA221064233	030	0112	\$200.00
PETUNIA'S PLACE	0895	TA221064511	030	0112	\$200.00
PETUNIA'S PLACE	0895	TA221064612	030	0112	\$200.00
PETUNIA'S PLACE	0895	TA221070966	030	0112	\$200.00
PETUNIA'S PLACE	0895	TA221072297	030	0112	\$200.00
PETUNIA'S PLACE	0895	TA221078018	030	0112	\$200.00
PETUNIA'S PLACE	1220	744612	060	3010	\$2,000.00
PETUNIA'S PLACE	1330	744691	060	3010	\$800.00
PITNEY BOWES	0889	745049	030	0709	\$409.12
PLAYSCRIPTS, INC.	0421	742577	030	0125	\$3.10
POCKET NURSE MEDICAL SUPPLIES	0130	702369	030	0125	\$54.57
POCKET NURSE MEDICAL SUPPLIES	0130	745264	030	7090	\$57.56
POCKET NURSE MEDICAL SUPPLIES	0335	745036	060	722C	\$2,627.16
POCKET NURSE MEDICAL SUPPLIES	0335	745037	060	722C	\$5,674.10
POSITIVE PHYSICS, LLC	0235	743937	030	0125	\$299.70
POSITIVE PHYSICS, LLC	0235	743937	030	0625	\$699.30
POSITIVE PROMOTIONS, INC.	0015	745361	030	0110	\$281.07
POSITIVE PROMOTIONS, INC.	0150	744606	030	7090	\$313.85
POSITIVE PROMOTIONS, INC.	0365	745168	080	8210	\$592.78
POSITIVE PROMOTIONS, INC.	0500	744059	080	8210	\$532.79
POSITIVE PROMOTIONS, INC.	0500	745182	080	8210	\$922.29

POSITIVE PROOF, INC.	0320	745222	030	0110	\$399.00
POTTER, KAYSEE	0145	744977	030	0125	\$9.00
PRE SORT CENTER OF STOCKTON, INC.	0421	743949	030	7090	\$9,000.00
PRECISION PLASTICS	0710	744043	060	6388	\$500.00
PREFERRED SHIPPING, INC.	0185	745407	030	7090	\$900.00
PREMIERE SPEAKERS BUREAU, INC.	0703	745449	060	7311	\$1,500.00
PRICELESS KREATIONS, INC.	0395	744062	030	0171	\$749.51
PRO SOCCER, INC.	0335	745370	030	0172	\$3,629.73
PRO-ED, INC.	0770	745181	060	3315	\$2,156.67
PROFESSIONAL UTILITY LOCATING	1055	743961	350	0913	\$2,500.00
PROJECT SUPPORT SERVICES, INC.	1905	510785	350	0913	\$1,000.00
PROJECT SUPPORT SERVICES, INC.	1905	695426	350	0913	\$1,000.00
PROMPTER PEOPLE	0710	744175	030	0152	\$2,249.40
PRO-SCREEN, INC SIGNS & GRAPHICS	0150	744928	030	0172	\$2,341.21
PRO-SCREEN, INC SIGNS & GRAPHICS	0150	744928	030	0643	\$2,341.24
PRO-SCREEN, INC SIGNS & GRAPHICS	0260	744914	030	7099	\$4,417.06
PRO-SCREEN, INC SIGNS & GRAPHICS	0325	744180	030	7090	\$2,486.25
PRO-SCREEN, INC SIGNS & GRAPHICS	0335	745342	060	722C	\$7,575.82
PRO-SCREEN, INC SIGNS & GRAPHICS	0700	744924	030	0606	\$4,913.21
QUAVERMUSIC.COM, LLC	0727	744740	030	0167	\$280.00
R F MACDONALD COMPANY	1910	743985	130	5310	\$5,036.75
R.G. EQUIPMENT	1250	742479A	350	0916	\$910.14
R/G AWARD SYSTEMS	0208	744788	030	0172	\$1,500.00
R/G AWARD SYSTEMS	0395	743955	030	0172	\$500.00
RAISE 3D TECHNOLOGIES, INC.	0100	744584	030	7090	\$682.45
READ NATURALLY	0490	745330	030	7090	\$690.00
REALITYWORKS, INC.	0710	744776	060	6388	\$6,022.04
RED CARPET	0710	745124	030	0152	\$479.76
RED CARPET	0796	744304	030	0667	\$677.88
RED GOLD, LLC	1910	744098	130	5310	\$3,341.52
RED WAVE COMM, INC.	0919	744040	060	8150	\$3,857.66
REDWOOD HIGH	0395	744455	030	0172	\$200.00
REFRIGERATION SUPP. DIST.	0919	700821	060	8150	\$125.00
REGISTRATIONS FOR YOU	0395	743934	060	722D	\$1,185.00
RELIABLE FIRE & SECURITY SOLUTIONS, INC.	1005	744051	350	0917	\$6,880.23
RELIABLE FIRE & SECURITY SOLUTIONS, INC.	1567	744054	350	0917	\$5,309.15
RELIABLE FIRE & SECURITY SOLUTIONS, INC.	1575	744052	350	0917	\$6,880.23
RENAISSANCE LEARNING, INC.	0290	744407	060	3010	\$4,111.50
RF CON, INC.	0310	698098	120	6128	\$5,156.57
RICOH USA, INC.	0012	RL00007036	030	0134	\$1,151.84
RICOH USA, INC.	0035	RL00007505	030	7090	\$627.22
RICOH USA, INC.	0055	745155	030	0125	\$300.00
RICOH USA, INC.	0055	745382	030	0125	\$688.08
RICOH USA, INC.	0100	RL00007035	030	0115	\$6,138.17
RICOH USA, INC.	0235	RL00007101	030	0172	\$861.36

RICOH USA, INC.	0237	RL00007504	030	0133	\$627.22
RICOH USA, INC.	0260	RL00007127	030	0110	\$2,887.66
RICOH USA, INC.	0385	RL00007178	030	0716	\$1,257.52
RICOH USA, INC.	0455	RL00007255	030	7090	\$389.28
RICOH USA, INC.	0465	RL00007254	030	7091	\$3,507.77
RICOH USA, INC.	0580	RL00007222	030	0110	\$1,294.61
RICOH USA, INC.	0617	RL00007124	030	0500	\$3,218.76
RICOH USA, INC.	0715	RL00007048	030	0192	\$1,494.00
RICOH USA, INC.	0780	RL00007050	030	0192	\$1,083.28
RICOH USA, INC.	0794	RL00007031	030	0663	\$1,532.68
RIPPLE EFFECTS, INC.	0170	744874	060	3010	\$6,750.00
RIVERSIDE INSIGHTS	0770	745183	060	6500	\$1,764.39
ROCHESTER 100, INC.	0530	744033	030	7091	\$281.71
ROCKETLANE CORP.	0805	745122	030	0140	\$2,205.00
ROGER DUNN GOLF SHOPS	0185	743956	030	0172	\$434.00
ROGER DUNN GOLF SHOPS	0185	745093	030	0172	\$1,300.50
ROTARY CLUB OF FRESNO	0889	744878	030	0674	\$1,668.00
RUSH ADVERTISING	0095	744795	030	0110	\$636.01
RUSH ADVERTISING	0235	744319	030	7090	\$5,000.00
RUSH ADVERTISING	0500	744055	080	8210	\$659.01
RUSH ADVERTISING	0565	742425	060	3010	\$24.00
SAFE & CIVIL SCHOOLS	0701	745043	060	4035	\$5,062.50
SAMCO FREEZER WEAR	1910	744678	130	5310	\$295.67
SAMCO FREEZER WEAR	1910	745451	130	5310	\$949.04
SAN JOAQUIN CHEMICAL CO.	0919	745473	060	8150	\$3,998.66
SAN JOAQUIN COUNTY OFF. OF ED.	0787	745035	060	6500	\$900.00
SANGER HIGH SCHOOL	0235	744346	030	0172	\$152.00
SANTA CRUZ BEACH BOARDWALK	0145	745205	030	7090	\$375.00
SAUNDERS AUTOMATIC SERVICE	0919	744418	060	8150	\$5,331.35
SCHERRER, ANDREW	0852	744502	030	0679	\$580.61
SCHOLASTIC BOOK FAIRS, INC.	0370	745259	030	0624	\$1,907.70
SCHOLASTIC, INC.	0700	745186	060	3210	\$2,683.85
SCHOLASTIC LIBRARY PUBLISHING	0200	744769	030	0110	\$188.70
SCHOLASTIC MAGAZINE	0060	744696	030	7090	\$510.51
SCHOLASTIC MAGAZINE	0200	745372	030	0110	\$468.04
SCHOLASTIC MAGAZINE	0335	744936	030	0125	\$109.89
SCHOLASTIC MAGAZINE	0395	744083	030	0125	\$329.67
SCHOLASTIC MAGAZINE	0395	744938	030	7090	\$879.12
SCHOLASTIC MAGAZINE	0422	744989	030	7090	\$1,055.38
SCHOLASTIC MAGAZINE	0500	744198	030	7099	\$2,908.04
SCHOLASTIC MAGAZINE	0530	744078	030	7099	\$3,758.43
SCHOLASTIC MAGAZINE	0758	744988	060	4201	\$156.59
SCHOOL HEALTH CORPORATION	0430	701806	060	9017	\$14.49
SCHOOL HEALTH CORPORATION	0895	TA221034488	030	0112	\$200.00
SCHOOL HEALTH CORPORATION	0895	TA221069678	030	0112	\$200.00

SCHOOL HEALTH CORPORATION	0895	TA221071210	030	0112	\$200.00
SCHOOL HEALTH CORPORATION	0895	TA221075236	030	0112	\$200.00
SCHOOL HEALTH CORPORATION	1785	744844	030	0188	\$501.44
SCHOOL MATE	0220	701745	030	0172	\$100.00
SCHOOL SAVERS	0421	744031	030	7090	\$795.60
SCHOOL SPECIALTY	0421	745096	030	0172	\$335.99
SCHOOL SPECIALTY	0480	744967	030	7090	\$682.53
SCHOOL SPECIALTY	0765	745094	060	7425	\$65.64
SCHOOL SPECIALTY, LLC	0135	745191	030	7099	\$2,000.00
SCHOOL SPECIALTY, LLC	0150	745189	030	7090	\$156.00
SCHOOL SPECIALTY, LLC	0220	744605	030	0172	\$356.50
SCHOOL SPECIALTY, LLC	0225	744241	030	7090	\$110.90
SCHOOL SPECIALTY, LLC	0325	743944	080	8210	\$500.00
SCHOOL SPECIALTY, LLC	0335	744714	030	7090	\$300.00
SCHOOL SPECIALTY, LLC	0395	744515	030	7090	\$194.11
SCHOOL SPECIALTY, LLC	0430	744247	030	7090	\$216.87
SCHOOL SPECIALTY, LLC	0617	744826	030	0675	\$3,776.43
SCHOOL SPECIALTY, LLC	0710	745123	030	0152	\$1,871.64
SCHOOL SPECIALTY, LLC	0765	745125	060	7425	\$481.72
SCHOOL SPECIALTY, LLC	0895	TA221003022	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221008428	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221009694	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221010605	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221012565	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221012836	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221015427	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221017281	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221017604	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221020263	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221020279	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221022949	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221023129	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221024058	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221025158	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221025805	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221026653	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221027839	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221029446	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221029490	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221029897	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221032963	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221033928	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221038280	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221040919	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221042089	030	0112	\$200.00

SCHOOL SPECIALTY, LLC	0895	TA221042852	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221043849	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221043985	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221044309	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221044689	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221045180	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221048188	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221049575	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221050279	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221052137	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221052694	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221060357	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221060455	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221061663	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221061798	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221061849	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221062207	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221062407	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221062987	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221063156	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221064187	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221064193	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221064861	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221065138	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221065579	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221065749	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221065753	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221066754	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221067055	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221067114	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221067190	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221067258	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221067450	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221067496	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221068388	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221068394	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221068819	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221069151	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221069256	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221069329	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221069365	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221069394	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221069748	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221070285	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221070961	030	0112	\$200.00

SCHOOL SPECIALTY, LLC	0895	TA221071184	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221071322	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221072545	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221072898	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221073242	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221073532	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221073829	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221074074	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221074526	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221075277	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221075751	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221076477	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221076511	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221076605	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221077657	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221078048	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221078127	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	0895	TA221078683	030	0112	\$200.00
SCHOOL SPECIALTY, LLC	1891	743979	030	0716	\$6,047.11
SCHOOL SPECIALTY, LLC	1895	744136	030	0717	\$306.53
SCHOOL SPORT	0919	745320	060	8150	\$2,165.00
SCHOOLHOUSE EDUCATIONAL SERVICES, INC.	0770	744355	060	6500	\$1,800.00
SCOUT ISLAND/FCOE	0725	745280	030	0173	\$2,600.00
SDW CONSULTING & TRAINING, LLC	0703	745442	060	7311	\$1,800.00
SEE'S CANDIES, INC.	0617	744657	030	0675	\$4,099.80
SEESAW LEARNING, INC.	0530	744390	030	7099	\$550.00
SEESAW LEARNING, INC.	0565	744652	030	7099	\$2,887.50
SELMA MARCHING BAND FESTIVAL	1400	745430	030	7394	\$100.00
SERENA VERLEY-RODRIGUEZ	0130	744110	030	7090	\$2,800.00
SHUBIN, STEVEN	0889	744650	030	0709	\$72.00
SIERRA DATA MGMT. & STORAGE	0875	744862	030	0700	\$325.00
SIGLER WHOLESALE DISTIBUTORS	0919	745477	060	8150	\$4,474.40
SILVA, CHRISTINE	0655	744501	030	0675	\$108.16
SIMPLIFASTER, INC.	0335	745097	030	0172	\$8,393.44
SMK RESOURCES, INC. DBA EASYTESTMAKER	0145	744963	030	7090	\$79.95
SMORE	0170	744524	030	7099	\$999.00
SOCCER EXPRESS	0185	744203	030	0172	\$637.26
SOCCER EXPRESS	0395	744789	030	0172	\$1,337.31
SOLUTION TREE, LLC	1185	744242	060	3010	\$4,753.49
SOUND CONTRACTING, INC.	0055	744663	030	0125	\$7,527.93
SOUND CONTRACTING, INC.	0235	745150	030	7090	\$390.00
SOUND CONTRACTING, INC.	0235	745332	030	7090	\$390.00
SOUND CONTRACTING, INC.	0285	745192	030	7090	\$390.00
SOUND CONTRACTING, INC.	0310	745057	060	3010	\$390.00
SOUND CONTRACTING, INC.	0335	744835	030	7090	\$780.00

SOUND CONTRACTING, INC.	0475	744836	030	7090	\$1,950.00
SOUND CONTRACTING, INC.	1035	744743	350	0917	\$6,431.80
SOUND CONTRACTING, INC.	1295	744741	350	0917	\$6,431.80
SOUND CONTRACTING, INC.	1423	744744	350	0917	\$6,431.80
SOUND CONTRACTING, INC.	1510	744745	350	0917	\$6,431.80
SOUND CONTRACTING, INC.	1550	744746	350	0917	\$6,431.80
SOUTHEASTERN PERFORMANCE APPAREL	1400	745286	030	7394	\$588.28
SPEIR, AMANDA	0340	744586	030	7099	\$94.18
SPINITAR	0070	745256	030	7090	\$650.03
SPINITAR	0075	744542	030	7090	\$1,480.53
SPINITAR	0415	744024	030	7091	\$1,107.34
SPINITAR	0421	744349	030	7090	\$541.70
SPINITAR	0430	744023	030	7090	\$605.70
SPINITAR	0480	744898	030	7090	\$715.09
SPINITAR	0495	745099	030	0110	\$974.99
SPINITAR	0700	745439	030	0606	\$255.00
SPORT SCOPE, INC.	0055	744436	030	0172	\$75.85
ST. PAUL ARMENIAN CHURCH	0701	744080	060	5823	\$659.34
ST. PAUL ARMENIAN CHURCH	0701	744080	060	5827	\$661.32
ST. PAUL ARMENIAN CHURCH	0701	744080	060	5828	\$659.34
STALLION ATHLETIC BOOSTERS	0055	745258	030	0172	\$275.00
STAR AUTISM SUPPORT, INC.	0510	745362	030	7090	\$271.74
STAR AUTISM SUPPORT, INC.	0785	744184	060	6500	\$1,242.68
STAR AUTISM SUPPORT, INC.	0786	745453	060	6500	\$1,242.68
STARFALL PUBLICATIONS	0200	744085	030	0110	\$70.00
STARFALL PUBLICATIONS	0225	744410	030	7090	\$270.00
STARFALL PUBLICATIONS	0450	744409	060	3010	\$270.00
STARFALL PUBLICATIONS	0530	744011	030	7099	\$270.00
STATE ARCHITECT, DIVISION OF	1155	745371	350	0917	\$3,187.52
STATE ARCHITECT, DIVISION OF	1325	745440	350	0917	\$1,992.54
STATE ARCHITECT, DIVISION OF	1565	744264	350	0917	\$3,300.00
STEVEN C. NUNEZ	0417	743977	030	0115	\$499.00
STRATEGIC MECHANICAL, INC.	0241	744314	030	0128	\$4,995.00
STRATEGIC MECHANICAL, INC.	1330	745058	350	0917	\$3,509.00
STUDIES WEEKLY, INC.	0530	744429	030	7099	\$847.73
SUNNYSIDE DANCEWEAR	0335	745044	060	722B	\$1,000.00
SUNNYSIDE DONUTS	0310	744623	030	7090	\$250.00
SUNNYSIDE DONUTS	0310	744623	030	7091	\$250.00
SUNNYSIDE DONUTS	0415	744956	030	7090	\$300.00
SUNNYSIDE DONUTS	0423	743988	030	7090	\$500.00
SUNNYSIDE DONUTS	0567	740944	030	7099	\$800.00
SUNNYSIDE HIGH ASB	0185	745275	030	0172	\$375.00
SUNNYSIDE HIGH ASB	0335	745283	030	0172	\$500.00
SUNNYSIDE HIGH ASB	0421	744979	030	0171	\$496.27
SUNNYSIDE TROPHY, INC.	0900	745104	030	0730	\$24.65

SWITCH VEHICLES, INC.	0710	744814	030	0152	\$1,995.00
SYSCO OF CENTRAL CALIFORNIA	1910	743929	130	5310	\$607.11
SYSCO OF CENTRAL CALIFORNIA	1910	744113	130	5310	\$7,743.84
SYSCO OF CENTRAL CALIFORNIA	1910	744235	130	5310	\$6,656.40
TAYMARK, DBA IT'S ELEMENTARY, DBA ANDERSONS	0423	744777	030	7090	\$634.36
TENNIS WAREHOUSE	0235	744025	030	0172	\$858.64
TEXTBOOK WAREHOUSE, LLC	0070	744472	030	7090	\$2,065.10
TEXTBOOK WAREHOUSE, LLC	0810	744918	030	0500	\$1,074.23
TEXTBOOK WAREHOUSE, LLC	0811	745445	030	0130	\$5,243.34
THARPE, SHERRY	0530	744587	030	0110	\$427.24
THE HOME DEPOT PRO	1185	744027	350	0912	\$230.24
THE HOME DEPOT PRO	1891	745013	030	0716	\$3,098.81
THE LUSTIG GROUP	0765	699214A	030	0192	\$3,000.00
THE MOWERS EDGE	0919	744499	060	8150	\$1,206.15
THE MOWERS EDGE	1920	744037	030	0734	\$4,492.84
THE MOWERS EDGE	1920	745224	030	0734	\$782.25
THE MOWERS EDGE	1920	745339	030	0734	\$1,895.04
THE POSITIVITY PROJECT	0090	744155	030	7090	\$1,995.00
THE POSITIVITY PROJECT	0420	743772	060	3010	\$1,995.00
THE PRINT DISTRICT	0710	745074	060	6388	\$8,169.59
THE WYRICK BOOK CO.	1165	745032	060	3010	\$5,658.67
THE WYRICK BOOK CO.	1460	745357	060	3010	\$3,316.39
THEODORE RUDY KERBER, DBA ALLOUT GRAPHICS	0250	744850	030	0172	\$1,289.37
THERAPY SHOPPE, INC.	0150	745300	030	7090	\$302.76
THERAPY SHOPPE, INC.	0150	745305	030	7090	\$537.01
THERAPY SHOPPE, INC.	0150	745309	030	7090	\$680.24
THINKING COLLABORATIVE, LLC	0701	744284	060	3010	\$1,510.15
THS ATHLETICS BOOSTER CLUB, INC.	0185	745271	030	0172	\$355.00
TIGER MEDICAL, INC.	0786	702231	060	6500	\$343.90
TIM R TRULL ELECTRIC, INC.	0123	745468	030	0147	\$976.00
TIM R TRULL ELECTRIC, INC.	1961	744684	350	0917	\$9,745.00
TIME FOR KIDS	0095	743893	030	7091	\$440.00
TINCH-HOWARD AIR CONDITIONING	0919	745478	060	8150	\$2,073.12
TITAN TECHNOLOGY DISTRIBUTION, INC.	1891	744614	030	0716	\$5,493.35
TORRES, ROSALINDA	0155	745053	080	8210	\$187.08
TOSTED ASPHALT, INC.	1250	742989	350	0916	\$450.00
TOUCHMATH, LLC	0422	744186	030	7090	\$988.04
TOUCHMATH, LLC	0510	745387	030	7090	\$408.39
TPT HOLDCO, LLC	0195	745341	030	7090	\$5,100.00
TPT HOLDCO, LLC	0395	744760	030	0125	\$127.99
TRAINING FOR IMPACT, LLC	0703	745413	060	7311	\$2,000.00
TROPICALE FOODS, INC.	0070	744632	030	0172	\$2,000.00
TROTEC LASER, INC.	0710	701288	060	6388	\$94.47
TROXELL COMMUNICATIONS	0270	744232	030	7090	\$155.72

TROXELL COMMUNICATIONS	0710	744174	030	0152	\$7,161.46
TRUE COLORS INTERNATIONAL	0703	745455	060	7311	\$4,530.00
TULARE UNION HIGH SCHOOL	0421	744086	030	0172	\$300.00
TURNITIN, LLC	0445	744921	060	3010	\$3,561.20
TYSON FOODS, INC.	1910	744469	130	5310	\$8,218.35
TYSON FOODS, INC.	1910	745167	130	5310	\$6,434.10
U.S. FIRST	0710	745207	030	0152	\$5,000.00
U.S. TINT/SHADOW ENTERPRISES	0885	744431	060	3210	\$9,914.00
ULINE	0105	745376	030	0115	\$63.88
ULINE	0220	744604	030	0110	\$525.55
ULINE	0790	744422	030	0752	\$1,299.62
ULINE	1195	744829	060	3010	\$177.12
ULINE	1400	744881	030	7394	\$6,278.66
UNITED REFRIGERATION, INC.	0919	744396	060	8150	\$5,368.58
UNITED REFRIGERATION, INC.	1070	743805	140	6205	\$5,368.58
UNITED STATES ACADEMIC	0395	745136	030	0125	\$960.00
US AWARDS, INC.	1400	744000	030	7394	\$748.90
US FOODS, INC.	1910	743917	130	5310	\$5,408.83
US FOODS, INC.	1910	743931	130	5310	\$1,127.35
US FOODS, INC.	1910	743932	130	5310	\$711.90
US FOODS, INC.	1910	743935	130	5310	\$1,914.48
US FOODS, INC.	1910	743938	130	5310	\$1,045.50
US FOODS, INC.	1910	744300	130	5310	\$513.58
US FOODS, INC.	1910	744424	130	5310	\$5,408.83
US FOODS, INC.	1910	744425	130	5310	\$163.48
US FOODS, INC.	1910	744654	130	5310	\$4,627.63
US FOODS, INC.	1910	744828	130	5310	\$707.80
US FOODS, INC.	1910	744973	130	5310	\$407.67
US GAMES	0225	745212	030	0172	\$495.74
VALLARTA FOOD ENTERPRISES	0015	744470	030	7099	\$300.00
VALLARTA FOOD ENTERPRISES	0025	744895	030	0110	\$500.00
VALLARTA FOOD ENTERPRISES	0030	745120	030	0115	\$500.00
VALLARTA FOOD ENTERPRISES	0035	745420	030	0110	\$500.00
VALLARTA FOOD ENTERPRISES	0055	744239	030	0125	\$300.00
VALLARTA FOOD ENTERPRISES	0055	744641	030	0171	\$300.00
VALLARTA FOOD ENTERPRISES	0070	745260	030	7090	\$300.00
VALLARTA FOOD ENTERPRISES	0075	745403	030	7090	\$200.00
VALLARTA FOOD ENTERPRISES	0100	744966	030	0115	\$300.00
VALLARTA FOOD ENTERPRISES	0123	745315	030	0643	\$500.00
VALLARTA FOOD ENTERPRISES	0125	744427	030	0124	\$300.00
VALLARTA FOOD ENTERPRISES	0145	744813	030	0125	\$400.00
VALLARTA FOOD ENTERPRISES	0150	744594	030	7090	\$250.00
VALLARTA FOOD ENTERPRISES	0155	745001	030	0643	\$668.00
VALLARTA FOOD ENTERPRISES	0225	744149	030	0110	\$500.00
VALLARTA FOOD ENTERPRISES	0230	744276	030	0124	\$1,000.00

VALLARTA FOOD ENTERPRISES	0235	744819	030	7140	\$300.00
VALLARTA FOOD ENTERPRISES	0265	744817	030	7091	\$500.00
VALLARTA FOOD ENTERPRISES	0265	745412	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0270	745459	030	0113	\$200.00
VALLARTA FOOD ENTERPRISES	0305	744474	030	0110	\$200.00
VALLARTA FOOD ENTERPRISES	0310	745414	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0315	744030	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0315	745457	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0320	744798	030	0110	\$200.00
VALLARTA FOOD ENTERPRISES	0335	744975	030	7090	\$300.00
VALLARTA FOOD ENTERPRISES	0335	745416	060	722C	\$700.00
VALLARTA FOOD ENTERPRISES	0355	744153	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0355	745404	030	7091	\$100.00
VALLARTA FOOD ENTERPRISES	0355	745443	030	7099	\$200.00
VALLARTA FOOD ENTERPRISES	0380	745458	080	8210	\$500.00
VALLARTA FOOD ENTERPRISES	0421	745127	030	7090	\$250.00
VALLARTA FOOD ENTERPRISES	0423	744753	030	0114	\$130.00
VALLARTA FOOD ENTERPRISES	0423	744756	030	0114	\$100.00
VALLARTA FOOD ENTERPRISES	0430	744415	030	0110	\$300.00
VALLARTA FOOD ENTERPRISES	0430	745243	080	8210	\$150.00
VALLARTA FOOD ENTERPRISES	0440	744028	030	7091	\$2,500.00
VALLARTA FOOD ENTERPRISES	0455	744599	030	7090	\$400.00
VALLARTA FOOD ENTERPRISES	0485	745460	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0510	745409	030	7099	\$500.00
VALLARTA FOOD ENTERPRISES	0530	744801	030	0110	\$650.00
VALLARTA FOOD ENTERPRISES	0567	745230	030	7099	\$250.00
VALLARTA FOOD ENTERPRISES	0617	744601	030	0675	\$500.00
VALLARTA FOOD ENTERPRISES	0700	744827	030	0606	\$350.00
VALLARTA FOOD ENTERPRISES	0700	745461	030	0606	\$250.00
VALLARTA FOOD ENTERPRISES	0701	744426	030	0193	\$200.00
VALLARTA FOOD ENTERPRISES	0758	745240	060	4510	\$300.00
VALLEY CHILDRENS HOSPITAL	0730	745022	060	3210	\$1,101.39
VALLEY DECORATING COMPANY	0055	743507	030	0172	\$1,000.00
VALLEY FENCE COMPANY	0170	744478	030	7090	\$486.04
VALLEY IRON, INC.	0710	744035	060	6388	\$2,267.48
VALLEY IRON, INC.	0710	744036	060	6388	\$500.00
VALLEY IRON, INC.	0710	744495	060	6388	\$4,900.00
VALLEY IRON, INC.	0710	745054	060	6388	\$1,706.52
VARSITY BRANDS HOLDING CO., INC.	0010	744955	030	0171	\$500.00
VARSITY BRANDS HOLDING CO., INC.	0070	745019	030	0172	\$125.59
VARSITY BRANDS HOLDING CO., INC.	0100	744353	030	0172	\$1,436.69
VARSITY BRANDS HOLDING CO., INC.	0145	744865	030	0172	\$1,887.18
VARSITY BRANDS HOLDING CO., INC.	0145	744867	030	0172	\$2,302.08
VARSITY BRANDS HOLDING CO., INC.	0145	745448	060	4124	\$4,387.82
VARSITY BRANDS HOLDING CO., INC.	0225	743957	030	0172	\$430.48

VARSITY BRANDS HOLDING CO., INC.	0260	744952	030	0172	\$500.00
VARSITY BRANDS HOLDING CO., INC.	0260	744954	030	0172	\$500.00
VARSITY BRANDS HOLDING CO., INC.	0285	743845	030	0172	\$173.71
VARSITY BRANDS HOLDING CO., INC.	0325	744192	030	7090	\$704.71
VARSITY BRANDS HOLDING CO., INC.	0395	744131	030	0172	\$193.32
VARSITY BRANDS HOLDING CO., INC.	0395	745107	030	0172	\$61.04
VARSITY BRANDS HOLDING CO., INC.	0415	744026	030	0172	\$2,545.90
VARSITY BRANDS HOLDING CO., INC.	0421	744864	030	0172	\$619.44
VARSITY BRANDS HOLDING CO., INC.	0421	744868	030	0172	\$390.69
VARSITY BRANDS HOLDING CO., INC.	0430	744273	030	7099	\$624.45
VARSITY BRANDS HOLDING CO., INC.	0435	745441	030	0172	\$253.90
VARSITY BRANDS HOLDING CO., INC.	0445	744351	030	0172	\$214.36
VARSITY BRANDS HOLDING CO., INC.	0445	744352	030	0115	\$469.36
VARSITY BRANDS HOLDING CO., INC.	0575	744265	030	0172	\$6,096.78
VARSITY BRANDS HOLDING CO., INC.	0575	744269	030	0172	\$3,287.46
VENTURA TV, INC.	0241	744768	030	0128	\$822.38
VENTURA TV, INC.	0787	744022	060	6500	\$267.35
VIKING ENTERPRISES	1235	742265	350	0917	\$4,290.00
VIKING ENTERPRISES	1440	745063	350	0917	\$9,995.00
VINCENT COMMUNICATIONS, INC.	0070	744837	030	0172	\$233.97
VINCENT COMMUNICATIONS, INC.	0135	745197	030	7090	\$700.00
VINCENT COMMUNICATIONS, INC.	0145	745194	030	0125	\$606.76
VINCENT COMMUNICATIONS, INC.	0465	744747	030	0110	\$584.93
VINCENT COMMUNICATIONS, INC.	0505	743970	030	7099	\$584.93
VINCENT COMMUNICATIONS, INC.	0725	745126	030	0173	\$7,013.39
VIRCO, INC.	0919	744734	060	8150	\$3,458.01
VIRTRU CORPORATION	0880	744647	670	0841	\$810.00
VIRTUAL ENTERPRISES INTERNATIONAL, INC.	0710	744882	060	6388	\$3,000.00
WARDS NATURAL SCIENCE, INC.	0230	744171	030	7090	\$1,669.28
WARDS NATURAL SCIENCE, INC.	0235	744879	030	0125	\$1,500.00
WARDS NATURAL SCIENCE, INC.	0335	745408	060	722C	\$2,495.00
WARDS NATURAL SCIENCE, INC.	0710	744782	030	0152	\$849.41
WATERBOY SPORTS, INC.	0055	744087	030	0172	\$498.82
WATERBOY SPORTS, INC.	0185	744607	030	0172	\$204.50
WEB GUIDZ, LLC DBA ELITE SRS	0700	744793	030	0606	\$5,080.51
WECO SUPPLY CO.	0155	745257	030	7090	\$1,000.00
WEST COAST JAMBOREE	0395	743958	030	0172	\$450.00
WESTED	0702	744655	060	3010	\$3,537.02
WEVIDEO, INC.	0208	744362	030	0171	\$299.00
WHEELER'S WORKOUT WAREHOUSE	0127	745209	030	0139	\$300.00
WHITE PINE LUMBER	1400	743982	030	7394	\$1,100.00
WHITIES PET SHOP	0235	744820	030	0125	\$250.00
WILD WATER ADVENTURES	0330	744940	080	8210	\$544.17
WINGFIELD JR, ERIC	0125	745384	030	0124	\$6.49
WOO, T. S. DISTRIBUTING	0208	744886	080	8210	\$1,000.00

WOO, T. S. DISTRIBUTING	0230	743304	030	0172	\$500.00
WOODARD SPORTS ENTERPRISES LLC DBA LEARNIN THE ROPES	0700	744784	030	0606	\$1,870.00
WOODLAKE UNION HIGH SCHOOL	0421	745021	030	0172	\$300.00
WORKCOMPCENTRAL.COM, INC.	0880	744648	690	0861	\$660.48
YELLOW DOG SIGNS & GRAPHICS	0100	744063	030	0115	\$812.30
YELLOW DOG SIGNS & GRAPHICS	0260	744447	030	0110	\$185.28
YELLOW DOG SIGNS & GRAPHICS	0260	745169	030	0110	\$92.64
YELLOW DOG SIGNS & GRAPHICS	0410	744773	030	7099	\$277.92
YELLOW DOG SIGNS & GRAPHICS	0435	743253	030	7099	\$500.00
YELLOW DOG SIGNS & GRAPHICS	0885	744887	030	0143	\$277.92
YELLOW DOG SIGNS & GRAPHICS	0887	744513A	030	0143	\$1,023.91
YELLOW DOG SIGNS & GRAPHICS	1130	745266	350	0912	\$121.89
YELLOW DOG SIGNS AND GRAPHICS	0919	745316	060	8150	\$3,291.67

DEPARTMENT INDEX (Alpha)

FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	OBJECT
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)

DEPT	DEPARTMENT NAME	DEPT	DEPARTMENT NAME
0976	2002A Refunding Measure A & K	1045	Birney Elementary
0977	2004B Refunding Measure A & K	0855	Board Of Education
0679	231 Grant-Adult Education	1855	Board Of Education
0504	504 Coordinator	0708	Bookstore-Adult Education
0681	ABE-Adult Education	0055	Bullard High School
0002	Academy for Civil & Entrepreneurial Leadership	1055	Bullard High School
0005	Addams Elementary	0060	Bullard Talent K-8
1005	Addams Elementary	1060	Bullard Talent K-8
0553	Addicott	0070	Burroughs Elementary
1553	Addicott	1070	Burroughs Elementary
1950	Addicott-Maintenance & Operations	0875	Business Services Administration
0705	Administration-Adult Education	0075	Calwa Elementary
1705	Administration-Adult Education	1075	Calwa Elementary
0237	Adult Transition Program on Fairmont	0230	Cambridge
1237	Adult Transition Program on Fairmont	1230	Cambridge
0755	African American Academic Acceleration (A4)	0726	Campus Culture
0010	Ahwahnee Middle School	0710	Career / Vocational Education
1010	Ahwahnee Middle School	1710	Career / Vocational Education
0619	Alternative Education	1709	Caregiver Training-Adult Education
1577	Alternative Education Facility	0851	CART
0015	Anthony Elementary	1851	CART
1015	Anthony Elementary	0503	Carter C. Woodson Public Charter
0020	Ayer Elementary	0080	Carver K-8
1020	Ayer Elementary	1080	Carver K-8
0025	Aynesworth Elementary	0799	Categorical Indirect
1025	Aynesworth Elementary	0089	Ceasar Chavez
0030	Baird Middle	1089	Ceasar Chavez
1030	Baird Middle	0090	Centennial Elementary
0535	Bakman Elementary	1090	Centennial Elementary
1535	Bakman Elementary	1914	Central Processing Facility
0035	Balderas Elementary	0012	Charter School
1035	Balderas Elementary	1012	Charter School
0880	Benefits & Risk Management	0715	Children's Centers
0040	Bethune Elementary	0703	Classified Development
1040	Bethune Elementary	0706	College & Career Readiness
0045	Birney Elementary	0095	Columbia Elementary
		1095	Columbia Elementary

DEPARTMENT INDEX (Alpha)

FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	OBJECT
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)

DEPT	DEPARTMENT NAME	DEPT	DEPARTMENT NAME
0098	Comm-Phoenix Elementary	1140	Eaton Elementary
1098	Comm-Phoenix Elementary	0145	Edison High School
1796	Community and Family Engagement Network	1145	Edison High School
0711	Community Education-Adult Education	1143	Education Center Canteen
0860	Community Information	1961	Education Center-Maintenance & Operations
1860	Community Information	0865	Educational Assessment
0100	Computech	1865	Educational Assessment
1100	Computech	0618	Elementary Division Area EG
0105	Cooper Middle School	0616	Elementary Division Area HL
1105	Cooper Middle School	0785	Elementary-Special Education
0426	Creative Alternatives	1785	Elementary-Special Education
0700	Curriculum/Instruction	0781	Elementary-Speech Language Pathology
1700	Curriculum/Instruction	1781	Elementary-Speech Language Pathology
0110	Dailey Elementary	0921	Energy Management
1110	Dailey Elementary	1921	Energy Management
0120	Del Mar Elementary	0758	English Learner Services
1120	Del Mar Elementary	1758	English Learner Services
0123	Design Science High School	0924	Environmental Services
1123	Design Science High School	1924	Environmental Services
0125	Dewolf High School	0852	Equity & Access
1125	Dewolf High School	0150	Ericson Elementary
0077	Dewolf West	1150	Ericson Elementary
0663	District & School Accountability	0675	ESL-Adult Education
1798	District Initiatives	1675	ESL-Adult Education
0798	District Initiatives	0155	Ewing Elementary
0130	Duncan Polytechnical	1155	Ewing Elementary
1130	Duncan Polytechnical	0790	Extended Learning
0722	E Street Services	1790	Extended Learning
1722	E Street Services	0725	Extracurricular & Co-curricular
0767	Early Learning Center	0905	Facilities Management & Planning
1767	Early Learning Center	1905	Facilities Management & Planning
0765	Early Learning Department	0160	Figarden Elementary
1765	Early Learning Department	1160	Figarden Elementary
0135	Easterby Elementary	0890	Fiscal Services
1135	Easterby Elementary	1890	Fiscal Services
0140	Eaton Elementary	0910	Food Services

DEPARTMENT INDEX (Alpha)

FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	OBJECT
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)

DEPT	DEPARTMENT NAME	DEPT	DEPARTMENT NAME
1910	Food Services	1220	Holland Elementary
0165	Forkner Elementary	0225	Homan Elementary
1165	Forkner Elementary	1225	Homan Elementary
0170	Fort Miller Middle	0227	Homeless
1170	Fort Miller Middle	0235	Hoover High School
0175	Fremont Elementary	1235	Hoover High School
1175	Fremont Elementary	0713	HSS-Gain Excess Cost-Adult Education
0176	Fresno Adventist	0930	Human Resources
0181	Fresno City College	1930	Human Resources
1181	Fresno City College	0748	IMS
0185	Fresno High School	1748	IMS
1185	Fresno High School	0601	Instructional Division - Academic Office
0188	Fulton	1601	Instructional Division - Academic Office
1188	Fulton	0655	Instructional Leadership
0575	Gaston B Rutherford Middle School	1744	Instructional Media
1575	Gaston B Rutherford Middle School	0744	Instructional Media
0190	GATE Office	0250	Jackson Elementary
0674	GED Testing-Adult Education	1250	Jackson Elementary
0682	GED-Adult Education	0326	JE Young Annex
0200	Gibson Elementary	1326	JE Young Annex
1200	Gibson Elementary	0240	JE Young Independent Study
0205	Ginsburg	1240	JE Young Independent Study
1205	Ginsburg	0255	Jefferson Elementary
0893	Grants Resources/Development	1255	Jefferson Elementary
0915	Graphics Center	0257	Kepler Charter
0510	Greenberg Elementary	0260	King Elementary
1510	Greenberg Elementary	1260	King Elementary
0208	Hamilton	0265	Kings Canyon Middle School
1208	Hamilton	1265	Kings Canyon Middle School
0730	Health Services	0270	Kirk Elementary
0210	Heaton Elementary	1270	Kirk Elementary
1210	Heaton Elementary	0285	Kratt Elementary
0215	Hidalgo Elementary	1285	Kratt Elementary
1215	Hidalgo Elementary	0935	Labor Relations
0660	High School Administration	1935	Labor Relations
1655	High School Division	0290	Lane Elementary
0220	Holland Elementary	1290	Lane Elementary

DEPARTMENT INDEX (Alpha)

FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	OBJECT
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)

DEPT	DEPARTMENT NAME	DEPT	DEPARTMENT NAME
0295	Lawless Elementary	1900	Operational Services
1295	Lawless Elementary	0361	Our Lady Of Victory
0702	Leadership Development	0780	PACE Program
0305	Leavenworth Elementary	1912	Packaging Center
1305	Leavenworth Elementary	0676	Parent Education-Adult Education
1870	Legal Services	0796	Parent University
0310	Lincoln Elementary	0889	Payroll Department
1310	Lincoln Elementary	0127	Phillip J Patino School of Entrepreneurs
0788	Low Incidence-Special Education	1127	Phillip J Patino School of Entrepreneurs
0315	Lowell Elementary	0102	Phoenix Secondary
1315	Lowell Elementary	1102	Phoenix Secondary
0896	Mail Room	0919	Plant Maintenance
0320	Malloch Elementary	1919	Plant Maintenance
1320	Malloch Elementary	0920	Plant Maintenance & Operations
0787	Management-Special Education	1920	Plant Maintenance & Operations
1787	Management-Special Education	0365	Powers Elementary
0195	Manchester GATE Elementary	1365	Powers Elementary
1195	Manchester GATE Elementary	0810	Prevention & Intervention
0325	Mayfair Elementary	1810	Prevention & Intervention
1325	Mayfair Elementary	1280	Pride Intervention
0330	McCardle Elementary	0302	Professional Learning
1330	McCardle Elementary	1302	Professional Learning
0335	McLane High School	0770	Psychological & Guidance
1335	McLane High School	0895	Purchasing
0812	Men's/Women's Alliance	1895	Purchasing
0615	Middle School	0370	Pyle Elementary
1615	Middle School	1370	Pyle Elementary
0750	Migrant	0552	Rata
0340	Muir Elementary	1552	Rata
1340	Muir Elementary	1958	Rata-Maintenance & Operations
0727	Music/Visual and Performing Arts	0775	Regional Occupation Program
1578	New Southeast Site	0712	Restaurant-Adult Education
0355	Norseman Elementary	0811	Restorative Justice
1355	Norseman Elementary	1811	Restorative Justice
0530	Olmos Elementary	0380	Robinson Elementary
1530	Olmos Elementary	1380	Robinson Elementary
0900	Operational Services		

DEPARTMENT INDEX (Alpha)

FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	OBJECT
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)

DEPT	DEPARTMENT NAME	DEPT	DEPARTMENT NAME
0385	Roeding Elementary	1576	Southeast High School
1385	Roeding Elementary	1437	Southeast Intersession
0395	Roosevelt High School	0661	Special Projects
1395	Roosevelt High School	0428	St Anthony
0400	Roosevelt School of the Arts	0429	St Helens
1400	Roosevelt School of the Arts	0422	Starr Elementary
0410	Rowell Elementary	1422	Starr Elementary
1410	Rowell Elementary	0795	State & Federal Programs
0891	Salaries & Benefits	0430	Storey Elementary
1891	Salaries & Benefits	1430	Storey Elementary
0892	Salaries & Benefits Supplemental	0805	Student Records
1892	Salaries & Benefits Supplemental	0421	Sunnyside High School
0412	San Joaquin	1421	Sunnyside High School
0415	Scandinavian Middle School	0435	Sunset Elementary
1415	Scandinavian Middle School	1435	Sunset Elementary
0617	School Leadership	0850	Superintendent
0970	School Safety	0840	Support Services
1970	School Safety	0701	Teacher Development
0853	School Support Division	1701	Teacher Development
0635	Secondary Division	0887	Technology Learner Support
1635	Secondary Division	0886	Technology Network Data Center
0680	Secondary-Adult Education	0885	Technology Services
0786	Secondary-Special Education	1885	Technology Services
1786	Secondary-Special Education	0440	Tehipite Middle School
0782	Secondary-Speech Language Pathology	1440	Tehipite Middle School
1782	Secondary-Speech Language Pathology	0923	Telecommunications
0664	Security Office	1923	Telecommunications
0417	Sequoia Middle School	0445	Tenaya Middle School
1417	Sequoia Middle School	1445	Tenaya Middle School
0797	SES - Choice	0423	Terronez Middle School
0560	Site M-Orange/Butler	1423	Terronez Middle School
1560	Site M-Orange/Butler	0450	Thomas Elementary
1561	Site Ventura/Tenth	1450	Thomas Elementary
0420	Slater Elementary	0455	Tioga Middle School
1420	Slater Elementary	1455	Tioga Middle School
0554	Southeast Elementary	0794	Transfers Office
1554	Southeast Elementary	1984	Transfers: Buyback Days

DEPARTMENT INDEX (Alpha)

FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	OBJECT
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)

DEPT	DEPARTMENT NAME	DEPT	DEPARTMENT NAME
1986	Transfers: Designated Health	0500	Wolters Elementary
1987	Transfers: EPA	1500	Wolters Elementary
1982	Transfers: Lottery - Continuation	0565	Yokomi Elementary
1980	Transfers: Lottery - Elementary	1565	Yokomi Elementary
1983	Transfers: Lottery - JE Young	0505	Yosemite Middle School
1981	Transfers: Lottery - Music	1505	Yosemite Middle School
1991	Transfers: Preschool - 6105 to 0192		
1985	Transfers: Professional Learning Column		
1990	Transfers: SPED - 3310 to 6500		
1989	Transfers: SPED - Baseline Intervention		
0925	Transportation		
0460	Turner Elementary		
1460	Turner Elementary		
0463	Valley Arts and Science Academy		
0462	Valley Preparatory Academy Charter		
0567	Vang Pao Elementary		
1567	Vang Pao Elementary		
0465	Viking Elementary		
1465	Viking Elementary		
0470	Vinland Elementary		
1470	Vinland Elementary		
0670	Vocational Ed-Adult Education		
0897	Warehouse		
1897	Warehouse		
0475	Wawona Middle School		
1475	Wawona Middle School		
0480	Webster Elementary		
1480	Webster Elementary		
0881	WellPath		
0550	Williams Elementary		
1550	Williams Elementary		
0485	Wilson Elementary		
1485	Wilson Elementary		
0490	Winchell Elementary		
1490	Winchell Elementary		
0495	Wishon Elementary		
1495	Wishon Elementary		

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 08, 2021

Agenda Item A-23

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify Purchase Orders from September 1, 2021 through September 30, 2021 – Supplemental Report

ITEM DESCRIPTION: Included in the Board binders is information on purchase orders issued from September 1, 2021 through September 30, 2021. Purchase orders for \$10,000 or more are presented first, followed by purchase orders for less than \$10,000.

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

By segregating purchase orders in this manner, Board members with potential conflicts of interest can abstain from taking action on the Supplemental Report while still voting along with the rest of the Board on the Primary Report.

Please be advised that pursuant to Board Bylaw 9270, each individual Board member has a continuing duty to disclose and abstain from voting on any item where the potential for a conflict of interest exists.

FINANCIAL SUMMARY: Funding is noted on the attached pages.

PREPARED BY: Ann Loorz,
Executive Director, Purchasing

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

CABINET APPROVAL: Karin Temple,
Chief Operating Officer

SUPERINTENDENT APPROVAL:





THE FOLLOWING PURCHASE ORDERS ARE FOR \$10,000 OR BELOW

**PURCHASE ORDERS DATED
SEPTEMBER 01, 2021 TO SEPTEMBER 30, 2021
RATIFICATION DATE DECEMBER 08, 2021**

VENDOR/AUTHORITY	DEPT	PO NUMBER	FUND	UNIT	AMOUNT
FRESNO COUNTY EOC	0755	744053	030	0176	\$5,000.00
FRESNO COUNTY EOC/FOOD SERVICE	0701	744296	030	0193	\$1,200.00

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 08, 2021

Agenda Item A-24

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify NAVEX Service Agreement

ITEM DESCRIPTION: Included in the Board binders is the NAVEX Global contract which provides continuation of the Diversity and Inclusion online employee module for those employees who have not taken it from last year. It is provided to all Fresno Unified Employees as a Tier 1, Foundational Compulsory element of the Diversity, Equity, and Inclusion (DEI) Framework's Cultural Proficiency domain. Additionally, this contract outlines an anonymous online venue for staff, students, parents, and community members to alert staff when there are perceived incidents of cultural blindness, incapacity, and/or destructiveness in the form of a "hotline" as a Tier 1 element of the DEI Framework's Social Action domain. This module and hotline will be made available following approval.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$56,200.42 are available in the Equity & Access budget.

PREPARED BY: Andrew Scherrer,
Executive Officer

DIVISION: Equity & Access
PHONE NUMBER: (559) 457-3842

CABINET APPROVAL: Lindsay Sanders,
Chief Officer

SUPERINTENDENT APPROVAL:

Lindsay Sanders

Lindsay Sanders (Nov 29, 2021 08:45 PST)

Robert L. Nelson



Fresno Unified
School District
Preparing Career Ready Graduates

Fresno Unified School District

Contract Routing Form

Completed independent contract agreement must be attached

NAVEX Global

Vendor Name

909-215-1455

Phone Number

5500 Meadows Road, Suite 500, Lake Oswego, OR, 97035

Address

Russ Johnson

Vendor Contact

From: 9/17/2021

Term (Duration)

Through: 9/16/2022

FUSD Contract Administrator:

Andrew Scherrer

Name

Equity & Access

457-

3750

Site/ Dept

telephone number

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

030-0315-0852-0000-7200-5899

Annual Cost \$ 56,200.42 (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 ☒

Fingerprints verified & cleared by site admin: _____ (initials)

Scope of Work Summary: The NAVEX Global contract provides continuation of the Diversity and Inclusion online employee module for those employees who have not taken it from last year. It is provided to all Fresno Unified Employees as a Tier 1, Foundational Compulsory element of the Diversity, Equity, and Inclusion (DEI) Framework's Cultural Proficiency domain. Additionally, this contract outlines an anonymous online venue for staff, students, parents, and community members to alert staff when there are perceived incidents of cultural blindness, incapacity, and/or destructiveness in the form of a "hotline" as a Tier 1 element of the DEI Framework's Social Action domain.

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

(Contracts of \$15,000.00 or more) 12/8/2021

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

Lindsay Sanders

Lindsay Sanders (Mon 29, 2021 08:42 PST)

Signed

Date

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

Andrew Scherrer 11/29/2021

Signed

Date

Please return signed contract to:

Dawn Psenner

Name

Equity & Access

559-457-3750

Department

Telephone

I. GENERAL INFORMATION

CUSTOMER INFORMATION:

Name: Fresno Unified School District ("Customer" or "Client")
Address:
2309 Tulare Street
Fresno, CA 93721
United States

BILLING INFORMATION:

Contact Name: Andrew Scherrer
Address:
2309 Tulare Street
Fresno, CA 93721
United States
Email: andrew.scherrer@fresnounified.org
Phone: (559) 301-1083

II. ORDER INFORMATION

Entity:	NAVEX Global, Inc., a Delaware corporation ("NAVEX Global")
Customer Type:	Existing Business
Order Form Effective Date:	Date of last signature
Master Services Agreement ("Agreement") Effective Date:	Date of last signature

III. SERVICES INFORMATION - ORDER FORM 425706

Services	Qty	Annual Fees	One-Time Fees	Fees Due
Hotline				
Hotline - Per Employee Subscription	10,000	\$11,337.62	-	\$11,337.62
Incident Management				
EP Incident Management - Enterprise Lite Subscription	10,000	\$7,879.50	-	\$7,879.50
Report Form Subscription	1	\$5,150.00	-	\$5,150.00
EP Incident Management - Enterprise Lite Setup	1	-	\$3,272.50	\$3,272.50
Hotline - Web Intake Site Custom Setup	1	-	\$2,975.00	\$2,975.00
Report Form Setup - Baseline	1	-	\$2,337.50	\$2,337.50
Location Database Module Setup	1	-	\$467.50	\$467.50
Telephony				
Custom Global Telephony Set-up	1	-	\$3,400.00	\$3,400.00
Custom Global Telephony Subscription	1	\$525.30	-	\$525.30

SUB-TOTALS:

Annual Fees	One-Time Fees	Fees Due
\$24,892.42	\$12,452.50	\$37,344.92

TOTAL FEES DUE NOW – ORDER FORM 425706:

\$37,344.92

IV. SERVICES INFORMATION – ORDER FORM 428429

Services	Qty	Annual Fees	One-Time Fees	Fees Due
Compliance Training				
NAVEX Hosted - Americas - 1 Course Subscription	10,000	\$31,308.00	-	\$31,308.00

	Annual Fees	One-Time Fees	Fees Due
SUB-TOTALS:	\$31,308.00	\$0.00	\$31,308.00

TOTAL FEES DUE NOW – ORDER FORM 428429:

\$31,308.00

V. ADDITIONAL TERMS - ORDER FORM 425706

1. The Term shall begin on the Order Form Effective Date and run for 3 years (the "Initial Term").
2. All Fees detailed herein will be invoiced upon execution of this Order Form and Customer shall remit payment within 30 days of said invoice's date.
3. All Fees for subsequent years will be invoiced to Customer at least 30 days prior to the start of the upcoming year and will be due by the start of such year.
4. Annual Fees will be fixed for a period of 12 months from the Order Form Effective Date. Thereafter, NAVEX Global may increase Annual Fees not more than once per year by providing 60 days prior written notification of the increase. Any increase in Annual Fees shall not be more than 3% annually.
5. Each subscription will automatically renew for the same period as the Initial Term (each a "Renewal Term"). However, either party may elect to not renew by providing written notification to the other party at least 30 days prior to the start of a Renewal Term.
6. All prices are in U.S. Dollars.

VI. ADDITIONAL TERMS – ORDER FORM 428429

1. The Term shall begin on the Order Form Effective Date and run through the end of the current Term of Customer's existing training Services.
2. The Annual Fees detailed herein are for the period running from the Order Form Effective Date through the end of the current year of Customer's existing training Services, March 7, 2021. For avoidance of doubt, the Annual Fees are based on the number of licenses purchased and shall not be prorated.
3. All Fees detailed herein will be invoiced upon execution of this Order Form and Customer shall remit payment within 30 days of the invoice's date.
4. The renewal and price increase provisions applicable to Customer's existing training Services shall also apply to the new Services added under this Order Form.
5. All prices are in U.S. Dollars.

Hotline and Telephony

1. DESCRIPTION OF SERVICES.

Hotline - Per Employee Subscription

Hotline Subscription - NAVEX Global's Hotline has been designed to enable your employees to easily and confidentially report any issue or instance of misconduct. The Contact Center is globally accessible 24/7/365 with system availability ensured by end-to-end network redundancy, scalability, and reliability. While the majority of non-English language calls are serviced with greater than 98% interpreter availability, global demand for specific languages can occasionally peak beyond interpreter supply. If an interpreter cannot be obtained, callers will be given the option to report their concern in English.

Live telephone language interpretation is available in 150+ languages at no additional cost. Translation of web reports will incur additional fees which will be invoiced monthly in arrears at \$0.35/word with a minimum of \$120 per report (fees for translation of Web Intake Pages and Report Forms are priced separately).

The annual subscription supports unlimited reports via web, telephone, or internal to the case management software.

Customer may provide covered employees with access to the reporting features of the Hotline. The number of covered employees is represented by the quantity of the Hotline – Per Employee Subscription set forth in the table above.

If EU hosted:

Calls will be serviced by NAVEX Global's EU-based Contact Center.

Custom Global Telephony Subscription

Provisioning and annual maintenance for phone line configuration with international or domestic inbound lines. This includes recommended line options by country with configurable language prompts, menus, and greetings and a unique US domestic number. The Subscription utilizes the following solutions: One-Step dialing where the caller will have a single toll-free number for a particular country to access the reporting hotline; Two-Step dialing where the caller will use a two-stage dialing process, first entering a common, country specific access code followed up with a toll-free number to access the reporting hotline; and/or Collect dialing is used where no toll-free option is available for reporting.

Glossary of Line Types:

OneConnect (OC) - Available in more than 100 countries, OneConnect is a one-step dialing solution that eliminates the need for access codes and removes the use of English branded messaging in the calling process. The product provides in-country toll-free numbers that are routed to NAVEX Global that allow callers to access the international reporting program without the need to add international calling plans to landlines and mobile phones. This allows the OneConnect program to have fewer mobile phone restrictions and a more robust dialing enabled community.

Dedicated International Toll-Free Service (D-ITFS) - Employers using D-ITFS make it possible for their employees to dial a country-specific toll-free number to reach one of our Contact Centers. There is no special dialing, access code, or operator assistance required. This service is available in over 70 countries and allows for custom automated call treatment.

Direct Access (DA) - Direct Access implementations provide a more widely available international toll-free option for access to one of our Contact Centers. To use this service, employees first dial their country-specific access number to connect with our telephony service partner, followed by dialing the customer-specific proprietary toll-free number to connect to one of our Contact Centers. This service is available in 140 countries. It allows for custom automated call treatment and can improve access by mobile phones.

WWC – (Worldwide Connect) - WWC is a product based on the Direct Access platform that allows for calls to be identified and treated with custom language options based on country of origin. Calls are made using a two-step dialing process where the caller must first dial the Direct Access code specific to the country where the call is originating followed by the proprietary toll-free number for routing to NAVEX Global.

Global Inbound Service (GIS) - GIS is an additional toll-free option that provides one- or two-step dialing to one of our Contact Centers. GIS can have fewer restrictions for mobile phone access. This service is available in over 130 countries.

Collect Calling - Stop-gap for most countries where international toll-free service and other formats are not available.

Custom Global Telephony Set-up

Provides customers with the ability to communicate custom branding and messaging including all supported languages. Customer will provide text of the custom greeting in English within NAVEX Global's preferred format. NAVEX Global can provide recommended word counts during the setup.

- Customer may provide full translated versions of custom greeting
- The greeting may be applied to multiple lines currently implemented
- One (1) additional menu with prompts allowed
- Default routing to a communication specialist is not supported (selection must be made)
- External terminations are not supported
- All custom greeting scripts are final and unable to be modified following approval. Modifications may result in additional fees and extended timelines to be agreed to by NAVEX Global and Customer

Telephony by Country:

- United States (10,000 employees)
Call Plan: US Dialing Plan. Greetings: English;Spanish (Latin American)

Total Employees: 10,000

2. SERVICE TERMS.

21. **Telephony Connectivity.** Communication connectivity is provided by a third-party provider. NAVEX Global cannot guarantee communication connectivity for all or any available connection sources within a particular country or region. **Thus, NAVEX Global makes no warranties, express or implied, concerning the reliability or functionality of communication connectivity to the Hotline services outside of NAVEX Global's control.** Customer is responsible for conducting in-country connectivity testing for quality assurance, and NAVEX Global will address any service failures identified through this process upon Customer notifying NAVEX Global and in accordance with the information provided on NAVEX Global's website: <http://trust.navexglobal.com/telephony-availability-report.html>.
22. **Compliance With Law.** NAVEX Global's Services are subject to U.S. sanctions laws and Customer is expressly prohibited from making the Services available to any party listed on the Specially Designated Nationals List maintained by the U.S. Department of the Treasury or to any individual prohibited by the current OFAC list (available at <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>).
23. **SUB-PROCESSOR.** Customer consents to the use of the applicable sub-processors set forth in the following link: <https://www.navexglobal.com/en-us/service-hosting-providers>. The foregoing link contains a mechanism to subscribe to notifications of the addition of any new sub-processors for each applicable Service, to which Customer may subscribe. Notwithstanding any provision to the contrary, updates provided via this mechanism shall operate as the notification of changes concerning the addition of any new sub-processors.

Incident Management

1. DESCRIPTION OF SERVICES.

EP Incident Management - Enterprise Lite Subscription

EthicsPoint Incident Management - Enterprise Lite is delivered as a single configuration incident management system including enterprise-level case components. Comprised of Standard Web Intake and Mobile Intake for report intake purposes; (2) Dedicated Seat Licenses and (3) Concurrent Seat Licenses; system-level user management; HRIS integration subscription; built-in analysis tools including baseline reporting and standard analytics, GRC Insights, ad hoc query and pivot reports, and Premium Analytics; and (1) GB storage for files attached to cases.

Includes access via NAVEX Global's Platform authentication which provides seamless access to the customer's supported NAVEX Global solutions. These include EthicsPoint® Incident Management, PolicyTech® Policy & Procedure Management, RiskRate® Enterprise Due Diligence, Disclosures: Disclosure Management, and GRC Insights.

Hotline - Web Intake Site Custom Setup

Hotline - Web Intake Site Custom includes design and development services to support the creation of a custom Web Intake Site.

Setup includes:

- A single English Web Intake Site (translated pages are priced separately)
- Assignment to an industry-specific issue package with the option to modify issue titles and descriptions
- Web intake site and system configuration in response to Customer instructions in the Web Intake Site workbook
- One round of edits to Web Intake Site text and layout, issue type names and descriptions, and attachments
- QA and configuration of the Hotline and Web Intake Site to make live for reporting
- FAQ HTML page
- Custom Issue Type selection page
- Custom Location selection page (if Location Database is also purchased)
- Up to 10 intake question customizations (must be the same across all Issue Types)
- Create or modify graphics (up to 1 hour of graphic development work)
- Custom dialing instructions
- Report routing based on location

EP Incident Management - Enterprise Lite Setup

EthicsPoint Incident Management Enterprise Lite setup includes:

- Implementation of one configuration in the Enterprise Lite system
- Initial timeline providing an overview of expectations, documentation, and customer responsibilities for a successful implementation
- Kick-off call to establish key stakeholders, implementation goals, and timelines
- Customized issue types for one configuration
- Mapping of the Hotline and Web Intake Site intake methods to the EthicsPoint Incident Management Enterprise Lite system
- System structure (tier) configuration to support key business and reporting needs for one configuration
- NAVEX Global Administrator / User training available via web, through regularly scheduled webinars
- Platform Authentication New Customer Setup includes Customer's implementation on the NAVEX Global Platform Authentication and setup of Customer's Administrators.
 - Customers are able to setup their own SSO integration, assistance is available for an additional fee
- Eight (8) week implementation timeline starting at the Kick-off call to complete configuration items included above. Additional changes or requests made after this period will be scoped and priced separately. If purchased in conjunction with a Professional Services engagement, the Professional Services timeline will supersede this one.

Report Form Subscription

Annual access fee to the Report Form service for the life of the contract. The Report Form is a web based intake form that captures information around incidents that arise which are then populated in the EthicsPoint case management system.

Report Form Setup - Baseline

NAVEX Global will create (1) one Baseline Report Form starting from a Baseline Report Form template. The form will consist of a single web page that will be branded to include Customer logo and color scheme. The Baseline Report Form will contain a combination of text fields and default dropdown values for the receipt and tracking of issues and events.

The data collected from data entry fields and/or dropdowns will be mapped to existing fields within the EthicsPoint Case Management system. When the Report Form is submitted a new case will be created within the EthicsPoint Case Management system. A Baseline Report Form is an additional intake option without implicated party screening.

Areas of the template form that may be customized include:

- Logo/Color Scheme
- Custom Issue List
- Participant Role/Relationship Dropdown Values
- Purpose statement/Closing Statement Text
- Header Text
- Reporter Follow-Up

Any additions of fields and/or change in scope to the Baseline Report Form will be scoped and priced separately. Customer Report Form development will span approximately twelve (12) weeks, and the go-live date will be determined based upon a specified project plan and a predefined timeline. Additional changes or requests made after this period will be scoped and priced separately. If purchased in conjunction with a Professional Services engagement, the Professional Services timeline will supersede this one.

Location Database Module Setup

Location Database Module Setup makes available a method for storing Customer defined location information within EthicsPoint. This enables users and reporters to select an appropriate case specific location during intake based on Customer provided data. This consistent collection of location information allows for better use of NAVEX Global analytics tools to spot trends and patterns based on location.

- 2. SERVICE TERMS.** All terms detailed in this section which, by their nature, may apply to the Telephony and Hotline services shall be construed to apply to such services. Unless Customer requests an alternate configuration, Services that collect and/or process User Personally Identifiable Information will include processes and functionality designed to ensure the anonymity of the Reporters. Notwithstanding any other provision of the MSA or this Order Form, if, through no fault of NAVEX Global, Customer does not proceed with a timely implementation of the Services in a production environment, then (a) NAVEX Global will not be liable for any such delay and (b) NAVEX Global reserves the right to charge additional fees to implement such Services for Customer.

21. **Report Availability.** NAVEX Global will use commercially reasonable efforts to make English-language versions of the Reports available to Customer for review and processing (a) within 12 hours of receipt, for Reports submitted in English and (b) within 48 hours of receipt for Reports submitted in any language other than English, excluding weekends and US national holidays. As used herein, (a) a "Reporter" is any individual (employees and/or non-employees) permitted by Customer to access and use the reporting features of the Services and (b) a "Report" includes the following as a single Report: (i) any information reported by a Reporter about Customer or its business or personnel via the Services, (ii) any communications directed by Customer to a Reporter via the Services and any Reporter responses thereto, or (iii) any notes, summaries or other data uploaded to the Services by Customer representatives. Customer will have sole responsibility for the deletion and use of any Report, User PII, or other data residing in the Services. NAVEX Global will have no responsibility, liability or obligation with respect to any such Report, information or data that has been purged, overwritten or otherwise destroyed by or as directed by Customer. Customer will have access and the ability to download and save Reports during the Term. Upon termination and at the request by Customer made within thirty (30) days following the effective date of termination, NAVEX Global will create and deliver to Customer, at Customer's cost and expense, a copy of all Reports then in existence in the Services.
22. **Data Aggregation And Analysis.** Customer hereby authorizes NAVEX Global to collect, specific Customer information (excluding information that might directly identify Customer or a Customer Reporter) collected in the performance of Services and aggregated with other data collected from NAVEX Global customers ("Benchmarking Statistics"), for the purpose of analyzing and reporting the effectiveness of and any trends in corporate ethics and compliance programs according to industry, company size, country, geographic region or other relevant classification or for other uses as NAVEX Global may decide. Customer may access aggregate Benchmarking Statistics by purchasing NAVEX Global's Integrity Diagnostics and/or Performance Benchmarking Services.
23. **SUB-PROCESSOR.** Customer consents to the use of the applicable sub-processors set forth in the following link: <https://www.navexglobal.com/en-us/service-hosting-providers>. The foregoing link contains a mechanism to subscribe to notifications of the addition of any new sub-processors for each applicable Service, to which Customer may subscribe. Notwithstanding any provision to the contrary, updates provided via this mechanism shall operate as the notification of changes concerning the addition of any new sub-processors.
24. **DISCLAIMER.** NAVEX Global hereby disclaims (a) any responsibility with respect to any claim asserting or challenging the veracity, accuracy or completeness of any Report, or (b) any responsibility with respect to any claim arising from Customer's use, nonuse or processing of a Report.

Compliance Training

1. DESCRIPTION OF SERVICES.

NAVEX Hosted - Americas - 1 Course Subscription

The NAVEX-Hosted Americas Training Subscription grants Customer access to one (1) online course per year for up to the defined number of licenses as stated in this Order Form. The course will be hosted on NAVEX Global's Learning Management System (LMS). The available licenses can be split between pre-configured course versions (Manager/Employee) but not between the Basic and Advanced versions, as those are defined as separate courses.

Included in the Americas Training subscription is the translation and optional setup of your selected course(s) into both Latin American Spanish and Canadian French at no additional expense.

If Customer elects, it may choose to implement a Micro Learning Bundle—comprised of up to six (6) micro learnings—in place of a full length course.

Swapping

During each subsequent year of the term, Customer will have the option of swapping its current courses for an alternate course from the NAVEX Global course library. The Setup Subscription Services described in this Order Form will be available to Customer for the new course implementation in additional years. Customers may only swap its course once per year during the term.

Standard implementation timelines apply for any requested course changes or swaps.

NOTE: Customer is not able to swap a Workplace Harassment course for the Code of Conduct course, or vice versa.

2. SERVICE TERMS.

VII. GENERAL TERMS

This Order Form is made effective as of the Order Form Effective Date and is governed by the terms of the written Agreement, as may have been amended independently or by the terms herein, dated as of the Agreement Effective Date set forth above. The parties agree this Order Form is incorporated by reference into the Agreement, and supersedes any related quotation issued by NAVEX Global, Inc. ("NAVEX Global"), previous and conflicting terms, or purchase order issued by Customer pertaining to the Services set forth above. Except as otherwise defined herein, all capitalized terms used in this Order Form shall have the meanings attributed to them in the Agreement. Each of the signatories to this document represent they are duly authorized representatives of their respective party to this Order Form and further represent and warrant they have the actual corporate authority to execute this Order Form on behalf of their respective party as of the Order Form Effective Date.

ACCEPTED BY Fresno Unified School District:

SIGNATURE: 

DATE: 9/17/2020

NAME (Print): Robert G. Nelson

TITLE (Print): Superintendent

ACCEPTED BY NAVEX Global, Inc.:


SIGNATURE: 
Shon C Ramey (Aug 31, 2020 15:28 PDT)

DATE: Aug 31, 2020

NAME (Print): Shon C Ramey

TITLE (Print): General Counsel

Approved as to Form



MASTER SERVICES AGREEMENT

This Master Services Agreement ("**MSA**") is entered into as of the date of last signature (the "**Effective Date**") by and between **NAVEX Global, Inc.**, a Delaware corporation, having its principal place of business located at 5500 Meadows Road, Suite 500, Lake Oswego, Oregon 97035 ("**NAVEX Global**"), and **Fresno Unified School District**, a _____ corporation, having its principal place of business at 2309 Tulare Street Fresno, CA 93721 ("**Customer**"). In consideration of the mutual covenants and conditions contained in this MSA and intending to be legally bound, the parties agree as follows:

1.0 Purpose and Scope.

1.1. **Master Services Agreement.** This MSA establishes the general terms and conditions with respect to NAVEX Global's provision of Services to Customer. "**Service**" or "**Services**" means, collectively, the SaaS Offering (as defined in Section 2.1) and any other services provided to Customer by NAVEX Global, as set forth in an Order Form (as defined in Section 1.2). This MSA and all Order Forms and other documents incorporated into the MSA by reference are, collectively, the "**Agreement**."

1.2. **Order Forms and Change Orders.** The Services to be provided, and any Service-specific terms and conditions, will be set forth in a separate document or documents, as applicable, governed by this MSA ("**Order Form**"). Certain Services which are not recurring and for which only one-time fees apply may be added pursuant to a simplified ordering document ("**Change Order**"). As used herein "**Order Form**" includes "**Change Order**." Customer's execution of an Order Form constitutes a binding commitment to purchase the Services and items specified in such Order Form.

1.3. **Affiliates.** "**Affiliate**" means an entity controlling, controlled by, or under common control with a party to this MSA. Customer may authorize its Affiliates' use of the Services provided that (i) the combined use of the Services by Customer and its Affiliates shall not exceed the applicable Subscription Metrics (as defined in Section 2.1); (ii) Customer guarantees any such Affiliate's performance of all terms and obligations of the Agreement; (iii) Customer agrees to comply with any injunction arising out of any Affiliate's breach of the Agreement; and (iv) Customer shall be responsible for all use of and access to the Services by any Affiliate.

1.4. **Order of Precedence.** To the extent any terms and conditions of this MSA conflict with the terms and conditions of an Order Form, the terms and conditions of the Order Form shall control.

1.5. **Applicable Law.** "**Applicable Law**" means any law, rule, or regulation applicable to a party.

2.0 Services.

2.1. **Grant of Use.** During the applicable Services Term (as defined in Section 6.2), and subject to payment of applicable fees per the Agreement and Customer's compliance with the Agreement, NAVEX Global grants Customer a non-transferable, non-assignable, worldwide right to access and use the proprietary governance, risk, and compliance software-as-a-service offering identified in the applicable Order Form(s) that NAVEX Global makes available to Customer online via a Uniform Resource Locator (URL) ("**SaaS Offering**") for Customer's internal use for purposes of managing and coordinating information. Customer's use is restricted to the limitations on usage of Services as designated and/or defined in the applicable Order Form, or the financial metric used to calculate applicable fees ("**Subscription Metrics**"). Subscription Metrics are designated by a term such as the number of "licenses," "employees," "reports," and the like. On Customer's request, which may be rejected by NAVEX Global in its sole discretion, NAVEX Global may assist Customer, at Customer's cost, with implementing interactions between the SaaS Offering and application programming interfaces, applications, services, products, or software provided by a third party ("**Integrations**"). NAVEX Global will make commercially reasonable efforts to ensure the features and functionality of Integrations; however, NAVEX Global accepts no liability for a failure of an Integration, errors, or for the unauthorized use, access, or processing of any Customer Data (as defined in Section 3.1) that occurs as a result of an Integration.

2.2. **Online Access; Environment; Hosting Infrastructure.** NAVEX Global will provide Customer online access to and use of the SaaS Offering in accordance with the applicable Order Form and the user instructions, release notes, manuals, and online help files that describe the operation of the Services in the form generally made available to NAVEX Global customers, as may be updated from time to time (collectively, the "**Technical Documentation**"). Customer will access the SaaS Offering by use of a supported Customer-provided browser. NAVEX Global is responsible for the hosting and management of the SaaS Offering, including obtaining and maintaining all computer hardware, software, communications systems, network, and other infrastructure necessary to permit Customer to access and use the SaaS Offering ("**Hosting Infrastructure**"), either directly or through its designated third-party supplier or data center. NAVEX Global will manage and install within the Hosting Infrastructure all updates and upgrades that NAVEX Global makes generally available to its customers for the SaaS Offering. Customer is solely responsible for obtaining and maintaining, at its own expense, all equipment and technology needed to access the SaaS Offering, including, without limitation, internet access and adequate bandwidth.

2.3. **Updates.** Access is limited to the version of the Services in NAVEX Global's production environment. NAVEX Global regularly updates the Services and reserves the right to make updates to the Services in the event of Service unavailability, end of life, or changes to software requirements, provided that any such modification shall not result in a material reduction in the functionality of the Services.

2.4. **Acceptable Use.** Customer acknowledges and agrees that NAVEX Global does not monitor or evaluate Customer Data transmitted through the Services, and NAVEX Global shall not be responsible for the content of any Customer Data. Customer shall use the Services exclusively for

authorized and legal purposes and consistently with Applicable Law. Customer is solely responsible and liable for ensuring the appropriate use of any reports and other materials prepared by NAVEX Global in a manner that will not violate Applicable Law or infringe upon the rights of any third party.

2.5. **Security.** NAVEX Global will implement commercially reasonable and appropriate measures designed to secure Customer Data against accidental or unlawful loss, access, or disclosure. NAVEX Global will be responsible for ensuring the security and confidentiality of account names and passwords residing within its systems and while being received and processed by the SaaS Offering for the purpose of permitting access thereto. Customer is responsible for instructing any individual who Customer authorizes to use the Services ("**Licensed User**") to keep their respective account names and passwords strictly confidential. Customer agrees to promptly notify NAVEX Global if account names or passwords are lost, stolen, or otherwise compromised. Customer will not (i) breach or attempt to breach the security of the Services or of any network, servers, data, computers, or other hardware relating to or used in connection with the SaaS Offering, or of any third party that is hosting or interfacing with any part of the SaaS Offering; or (ii) use or distribute through the SaaS Offering any software, files, or other tools or devices designed to interfere with or compromise the privacy, security, or use of the SaaS Offering or the operations or assets of any other customer of NAVEX Global or any third party. Customer will comply with the user authentication requirements for use of the SaaS Offering. Customer is solely responsible for monitoring the administration of access to and use of the SaaS Offering by its Licensed Users. Any failure by a Licensed User to comply with the Agreement shall be deemed to be a material breach by Customer, and NAVEX Global shall not be liable for any damages that Customer or any third party incurs resulting from such breach. Customer must immediately take all necessary steps, including providing Notice (as defined in Section 12.5) to NAVEX Global, to effect the termination of an access identification for any Licensed User if there is any compromise in the security of that access identification or if unauthorized use of such access identification is suspected or has occurred.

2.6. **Support.** During the applicable Services Term (as defined in Section 6.2), NAVEX Global will provide support for the SaaS Offering in accordance with the schedule detailed at: <http://www.navexglobal.com/CustomerSupportGuide>, subject to reasonable updates in NAVEX Global's sole discretion ("**Support**"). However, NAVEX Global is not under any obligation to provide Support with respect to (i) SaaS Offering(s) that have been altered or modified by anyone other than NAVEX Global or its licensors; (ii) SaaS Offering(s) used other than in accordance with the Technical Documentation and the Agreement; (iii) discrepancies that do not significantly impair or affect the operation of the Services; or (iv) errors and/or malfunctions caused by any systems or programs not supplied by NAVEX Global.

2.7. **Cooperation.** Customer shall provide NAVEX Global with good faith cooperation as NAVEX Global may reasonably require from time to time in order to provide the Services, including, without limitation, providing security access, information, and software interfaces to Customer's applications and personnel. Customer acknowledges and agrees that NAVEX Global's performance is dependent upon Customer's timely and effective satisfaction of its responsibilities hereunder and Customer's timely decisions and approvals in connection with the Services.

3.0 **Proprietary Rights.**

3.1. **Ownership.** Each party shall retain all right, title, and interest in any copyrights, trademarks, patent rights, and other intellectual property or proprietary rights it has acquired or developed prior to or outside the scope of the Agreement. Customer shall retain all right, title, and interest, including copyrights, trademarks and patent rights, in any and all Customer content provided under the Agreement and any and all derivative works thereof (collectively, "**Customer Intellectual Property**"). Any data collected, received, or processed by NAVEX Global as required by the Services, including Personal Data (as defined in Section 4.1) but excluding Use Data (as defined in Section 3.4) (collectively, "**Customer Data**"), will remain the exclusive property of Customer. NAVEX Global shall own and retain all right, title, and interest, including copyrights, trademarks, and patent rights in any and all Services provided under the Agreement and any and all derivative works thereof (collectively, "**NAVEX Global Intellectual Property**"). Neither party will acquire any right, title, or interest in the intellectual property rights of the other party by virtue of its performance under the Agreement. All rights not expressly granted are reserved exclusively by the respective owner; there are no implied rights.

3.2. **License Rights.**

- (i) Customer grants NAVEX Global, for the Term, a limited, non-exclusive, worldwide, non-transferable, royalty-free license to reproduce, transmit, perform, copy, display, distribute, create derivative works for the sole purpose of formatting, and otherwise use any Customer Intellectual Property for the sole and limited purpose of delivering the Services to Customer per the terms of this Agreement. NAVEX Global agrees that any use of any of Customer's trademarks or service marks will inure solely to the benefit of Customer and that NAVEX Global will not at any time acquire any rights in Customer's trademarks or service marks. NAVEX Global shall not take any action that jeopardizes any of Customer's rights in any Customer Intellectual Property. NAVEX Global may not obscure, alter, or remove any copyright, patent, trademark, service mark, or proprietary rights notices on any Customer materials.
- (ii) NAVEX Global grants Customer, for the Term, a limited, non-exclusive, worldwide, non-transferable, royalty-free license to reproduce, transmit, perform, copy, display, distribute, and otherwise use any and all NAVEX Global Intellectual Property for the sole and limited purpose of furthering Customer's business operations that use NAVEX Global Intellectual Property per the terms of this Agreement. Customer agrees that any use of NAVEX Global's trademarks or service marks will inure solely to the benefit of NAVEX Global and that Customer will not at any time acquire any rights in NAVEX Global's trademarks or service marks. Customer shall not take any action that jeopardizes NAVEX Global's rights in any NAVEX Global Intellectual Property. Customer may not obscure, alter, add, or remove any copyright, patent, trademark, service mark, or proprietary rights notices on any NAVEX Global materials.

3.3. **Restrictions.** Customer shall not:

- (i) sell, resell, distribute, host, lease, rent, license, or sublicense the Services or any portion thereof, including, without limitation, to provide processing services to third parties, or otherwise use the Services on a service bureau basis;

- (ii) reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Services or any portion thereof;
- (iii) allow access to, provide, divulge, or make available the Services to anyone other than Licensed Users;
- (iv) write or develop any derivative works based upon the Services;
- (v) modify, adapt, tamper with, or otherwise make any changes to the Services or any part thereof;
- (vi) create internet links to or from the Services;
- (vii) frame or mirror any materials that NAVEX Global provides or posts in connection with the Services, including, without limitation, training courses, text, images, graphics, sound recordings, and videos and modifications, enhancements, or new versions thereof;
- (viii) use the Services in a manner not authorized under the Technical Documentation or the Agreement, or in violation of Applicable Law; or
- (ix) use the Services, or permit them to be used, for purposes of evaluation, benchmarking, or other comparative analysis intended for external publication without NAVEX Global's prior written consent, which may be withheld in NAVEX Global's sole discretion. Despite the foregoing section (ix), pursuant to Applicable Law, Customer may use NAVEX Global's name in internal or regulatory communications pertaining to Customer's agreement to use NAVEX Global's Services.

3.4. **Data Aggregation, Statistical Information, and Use Data.** Customer authorizes NAVEX Global, as part of the Services, to access and compile certain Customer Data (excluding Personal Data), for the purpose of analysis and reporting on the effectiveness and trends in corporate ethics and compliance programs. The Customer Data that NAVEX Global accesses and compiles shall be aggregated with other similar data across all NAVEX Global customers according to industry, company size, country, geographic region, or other relevant classification and shall not be used in any manner that would identify Customer. Customer understands that NAVEX Global employs certain third-party software within its Services to enable NAVEX Global to better understand Licensed User behavior and provide Licensed Users with improved functionality and other relevant enhancements to the software application(s). The data gathered from such use ("Use Data") may include information such as browser type, pages visited, features used, and operating system version, but shall not contain Personal Data.

3.5. **Commercial Item.** The SaaS Offering and any accompanying Technical Documentation and related software were developed by NAVEX Global and its suppliers at private expense and are deemed to be a "commercial item," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212. Use, duplication, and disclosure by civilian agencies of the U.S. Government will be in accordance with FAR 52.227-19(c) or other agency data rights provisions, as may be applicable.

4.0 Data Privacy.

4.1. **Definition of Personal Data.** "Personal Data" means any information relating to an identified or identifiable natural person. An "Identifiable Natural Person" is one who can be identified directly or indirectly, in particular by reference to one or more identifiers, such as a name, an identification number, location data, online identifier, or any other factor specific to the individual.

4.2. **Processing of Personal Data.** Customer acknowledges and agrees that NAVEX Global will collect, process, use, and/or store certain Personal Data in delivering the Services. NAVEX Global shall comply with the NAVEX Global Privacy Statement (available at: <http://www.navexglobal.com/privacy-statement>), as may be amended from time to time. NAVEX Global (i) has established and shall maintain appropriate technological security measures to protect against unauthorized access to any Personal Data that is stored within the Hosting Infrastructure; (ii) shall not utilize Personal Data for any purpose other than to provide Services; (iii) shall not disclose any Personal Data to any person not authorized by Customer, except as necessary to comply with Applicable Law; (iv) will act solely on the instructions of Customer in respect of all Personal Data, unless otherwise prohibited by Applicable Law; and (v) will promptly inform Customer of any confirmed Security Incident regarding disclosure of Personal Data, complaint concerning disclosure, or other unauthorized use of Personal Data. "Security Incident" means any actual or reasonably suspected accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access to Customer Data, including Personal Data, by NAVEX Global or its Sub-processors of which NAVEX Global becomes aware. All NAVEX Global subcontractors with access to Personal Data ("Sub-processors") will be contractually required to comply with Applicable Law and, where applicable, Frameworks (as defined in Section 4.3), and will be bound to strict obligations of confidentiality, privacy, and security. Customer expressly consents to NAVEX Global engaging Sub-processors as disclosed in an applicable Order Form. NAVEX Global shall be responsible for all acts and omissions by such Sub-Processors. Where Customer instructs NAVEX Global to engage with any third parties on behalf of Customer (for example, to implement an Integration), NAVEX Global shall have no liability or responsibility for the transfer of Personal Data to any such third party.

4.3. **Certification.** NAVEX Global is certified by the U.S. Department of Commerce under the EU-U.S. Privacy Shield Framework and Swiss-U.S. Privacy Shield Framework (collectively, the "Frameworks") so as to ensure that adequate safeguards are adduced with respect to the protection of privacy and fundamental rights and freedoms of individuals located in the European Economic Area and Switzerland for the transfer of any Personal Data by Customer or its Licensed Users to NAVEX Global. Accordingly, NAVEX Global agrees to process any such Personal Data in compliance with the Frameworks. The parties agree that they will work together in good faith to enter into any additional agreements that may be legally required by either party to ensure compliance with Applicable Law, particularly with regard to applicable data privacy laws.

5.0 Fees and Payment.

5.1. Fees. Fees are set forth in the applicable Order Form and are based on the applicable Subscription Metrics. All fees are in U.S. Dollars unless otherwise agreed in an applicable Order Form. Fees are not refundable or cancellable. NAVEX Global shall send all invoices and fee increase notices via email to the Customer email address indicated in the applicable Order Form, unless otherwise specified herein.

5.2. Payment. Unless otherwise specified in the applicable Order Form, all payment obligations start from the execution of the Order Form, with payment of all of the Order Form's first-year fees due within thirty (30) calendar days following the invoice date. Except as otherwise expressly specified in the Order Form, Customer shall send such payment to the address included on the invoice, and such payments shall be made in U.S. Dollars. Interest accrues on past due balances until paid at the lesser of (i) one and one-half percent (1.5%) per month; and (ii) the highest rate allowed by law. Customer shall reimburse NAVEX Global for expenses incurred, including interest, court costs, and reasonable attorneys' fees, in collecting amounts due to NAVEX Global hereunder that are not under good faith dispute by Customer.

5.3. Taxes. Unless otherwise specified in the applicable Order Form, all fees for the Services exclude any direct or indirect taxes, levies, duties, or similar governmental assessments, including without limitation, any sales, use, value-added, withholding, or similar taxes ("Taxes"). Customer is responsible for paying all Taxes associated with Customer's purchases hereunder directly to the taxing authority. As an exception to the foregoing, if NAVEX Global has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Customer to NAVEX Global, unless Customer provides NAVEX Global with a valid tax exemption certificate authorized by the appropriate taxing authority. NAVEX Global is solely responsible for taxes based upon NAVEX Global's net income, assets, payroll, property, and employees.

5.4. Subscription Metrics. Customer may increase its Subscription Metrics at any time during the Services Term at then-prevailing prices. Customer may decrease Subscription Metrics at any time, but NAVEX Global shall not issue any refunds or reduce fees payable through the end of the then-current Services Term. At all times during the Services Term, Customer shall be responsible for ensuring sufficient Subscription Metrics to accommodate one hundred percent (100%) of its usage of the Services. If Customer's usage of the Services exceeds the current Subscription Metrics, Customer must promptly purchase additional Subscription Metrics or NAVEX Global may charge then-prevailing prices for the level of usage above Customer's current Subscription Metrics.

6.0 Term and Termination.

6.1. MSA Term. This MSA shall remain in effect until terminated as set forth herein ("Term").

6.2. Services Term. The initial term for each Service purchased, and any renewal rights or extensions, will be as set forth in the applicable Order Form ("Services Term").

6.3. Suspension of Services for Non-Payment. If any fees which are not disputed by Customer in good faith are more than thirty (30) calendar days past due, NAVEX Global will have the right, in addition to all other rights and remedies available to it, to suspend delivery of or access to the Services.

6.4. Disputed Fees. Customer shall set forth in writing and in reasonable detail any amount(s) disputed in good faith and the basis or reason for the dispute. Upon receipt of a Notice (as defined in Section 12.5) of dispute, the parties will make reasonable, diligent, good faith efforts to quickly resolve the dispute, and NAVEX Global shall provide such information as Customer reasonably requests in order to audit or confirm the charges. Neither party shall be required to pay or refund, as applicable, any amounts disputed in good faith until such dispute is fully resolved. Once the dispute is fully resolved, the agreed-upon amounts shall be paid or refunded, as applicable, within ten (10) calendar days following such resolution.

6.5. Termination. The Agreement may be terminated (i) by either party if the other party materially breaches the Agreement and does not cure the breach within thirty (30) calendar days after receiving Notice thereof from the non-breaching party; (ii) as set forth in Section 7.5 (Infringement Remedies); (iii) as set forth in Section 12.8 (Compliance with Law); (iv) if the other party becomes insolvent (generally unable to pay its debts as they become due) or the subject of a bankruptcy, conservatorship, receivership, or similar proceeding, or makes a general assignment for the benefit of creditors; (v) by either party at any time that no Order Form is outstanding; or (vi) by NAVEX Global upon the expiration of ten (10) calendar days' Notice if any fees which are not disputed by Customer in good faith are more than thirty (30) calendar days past due.

6.6. Partial Termination. Where a party has rights to terminate the Agreement pursuant to Section 6.5 (Termination), the non-breaching party may, at its discretion, either terminate the entire Agreement or the applicable Order Form. Order Forms that are not terminated shall continue in full force and effect under the terms of this MSA.

6.7. Effects of Termination or Partial Termination. Upon any termination, without prejudice to any other rights or remedies that the parties may have, all rights licensed and obligations required hereunder shall immediately cease, except as otherwise provided. Each party may retain, subject to this MSA, copies of Confidential Information required for internal record keeping purposes and for compliance with Applicable Law. Unless otherwise documented by the parties, all Customer Data within the Hosting Infrastructure shall be deleted within forty-five (45) days of expiration or termination of this MSA or Order Form, as applicable. Customer Data stored in backups shall be overwritten in accordance with NAVEX Global's backup and retention cycle. If NAVEX Global terminates the Agreement or an Order Form per Section 6.5(vi), Customer agrees that it shall remain responsible for all outstanding fees payable to NAVEX Global for the Services Term and NAVEX Global may declare all such fees immediately due and payable. Customer acknowledges that such amounts are liquidated damages reflecting a reasonable measure of actual damages and not a penalty.

7.0 Warranties and Disclaimers.

7.1. NAVEX Global Services Warranty. NAVEX Global warrants that:

- (i) the SaaS Offering, as updated in accordance with Section 2.3 and when used in accordance with the current Technical Documentation, will perform in all material respects, as specified in such Technical Documentation, during the applicable Services Term;
- (ii) all Services will be performed in a professional manner, in accordance with industry standards; and
- (iii) NAVEX Global will not design its systems to include any "back door," "time bomb," "Trojan horse," "worm," "drop dead device," "virus," "preventative routines," or other similar computer software routines.

7.2. Breach of Services Warranty Remedies. In the event of any breach of Section 7.1(i), NAVEX Global shall diligently endeavor to remedy any material failures of a Service to conform to its functional specifications, as described in the Technical Documentation, that Customer reports to NAVEX Global and that NAVEX Global is able to replicate during the applicable Services Term ("Errors"). The foregoing shall be Customer's sole remedy, and shall be NAVEX Global's sole liability, for any uncured breach of Section 7.1(i). NAVEX Global shall not be obligated to correct Errors resulting from any (i) components or content that NAVEX Global does not provide, or from any Integration; (ii) unauthorized use or use of the Services other than in accordance with the Technical Documentation and the Agreement; or (iii) viruses, malicious software, or other disruptive programs or applications that Customer, its agents, or its Licensed Users introduce into the Services or which are introduced into the Services as a result of Customer's use of the Services.

7.3. Customer Warranties. Customer represents and warrants that:

- (i) Customer and Licensed Users are authorized to provide all Customer Data and any other data and information submitted to the Services and that all Integrations requested by Customer are authorized;
- (ii) Customer's and Licensed Users' use of the Services and provision of Customer Data will comply with Applicable Law;
- (iii) NAVEX Global's use of Customer Data in providing the Services will not infringe the intellectual property or other proprietary rights of any third party;
- (iv) Customer will be responsible for promptly obtaining and providing to NAVEX Global all consents required for Customer to use the Services; and
- (v) Customer will not modify or create derivative works based on the SaaS Offering or any other Services, or attempt to decode, decipher, decompile, disassemble, or reverse engineer the SaaS Offering or any other Services or deliverables.

7.4. Mutual Warranties. Each party represents and warrants that:

- (i) the execution, delivery, and performance of this MSA has been and shall be duly authorized by the executing party;
- (ii) the executing party's performance of its obligations will not conflict with, result in a breach of, or constitute a default under any other agreement to which that party is bound; and
- (iii) the executing party is in material compliance with all Applicable Laws with regard to its obligations under the Agreement.

7.5. Infringement Remedies. If the SaaS Offering infringes, or if NAVEX Global believes that the SaaS Offering infringes, on the intellectual property or other proprietary rights of any third party, NAVEX Global may, in its sole discretion, (i) modify the SaaS Offering to be non-infringing, (ii) obtain for Customer a license to continue using the affected SaaS Offering, or (iii) if neither (i) nor (ii) are practical in NAVEX Global's sole judgment, terminate the affected SaaS Offering and return to Customer the unused portion of any fees paid for the affected SaaS Offering. Subject to the parties also meeting their express indemnification obligations under this MSA, NAVEX Global's satisfactory performance of any one or all of the remedies set forth in the preceding sentence shall be Customer's sole and exclusive remedy for NAVEX Global's breach of the infringement warranty or for any damages incurred from early termination of the applicable Order Form due to a third-party infringement claim.

7.6. Disclaimer of Warranties. EXCEPT FOR THE WARRANTIES SET FORTH HEREIN AND THOSE EXPRESSLY SET FORTH IN AN ORDER FORM, ALL SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS, AND NAVEX GLOBAL DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY WITH RESPECT TO THE SERVICES, DELIVERABLES, MARKS, OR NAVEX GLOBAL'S PERFORMANCE UNDER THE AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, ACCURACY, QUIET ENJOYMENT, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND THOSE THAT ARISE FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE. NAVEX GLOBAL EXPRESSLY DOES NOT WARRANT THAT THE SERVICES MEET THE SPECIFIC REQUIREMENTS OF ANY FEDERAL, PROVINCIAL, STATE, OR LOCAL LAWS, REGULATIONS, OR GUIDELINES.

7.7. Additional Disclaimers and Agreements.

- (i) LEGAL SERVICES. NAVEX GLOBAL IS NOT ENGAGED IN THE PRACTICE OF LAW. IN THE PROVISION OF SERVICES, CERTAIN ISSUES MAY ARISE THAT ARE QUASI-LEGAL IN NATURE. ANY STATEMENTS OR ASSISTANCE NAVEX GLOBAL PROVIDES IN THESE MATTERS SHOULD BE INTERPRETED AS OPINIONS OR ADVICE CONCERNING BUSINESS ISSUES TO BE CONSIDERED IN CONNECTION WITH THE SERVICES. CUSTOMER REPRESENTS AND WARRANTS IT IS NOT RELYING UPON NAVEX GLOBAL TO PROVIDE LEGAL SERVICES.
- (ii) USE. CUSTOMER AGREES AND ACKNOWLEDGES THAT IT IS FULLY RESPONSIBLE FOR ITS USE OF THE SERVICES. NAVEX GLOBAL EXPRESSLY DISCLAIMS ANY LIABILITY AS A RESULT OF CUSTOMER'S USE OF THE SERVICES OR CUSTOMER'S ACTIONS OR INACTIONS WITH RESPECT TO ANY INFORMATION DERIVED THEREFROM, EXCEPT WHERE SUCH LIABILITY FIRST AROSE AS A DIRECT RESULT OF NAVEX GLOBAL'S (a) MATERIAL BREACH OF THIS MSA, OR (b) ~~GROSSLY~~ NEGLIGENT ACT OR OMISSION IN DELIVERING THE SERVICES. NAVEX GLOBAL WILL NOT BE RESPONSIBLE FOR PAYMENT OF ANY FINES ASSESSED AGAINST CUSTOMER OR ITS LICENSED USERS BY

ANY REGULATORY AUTHORITY FOR CUSTOMER'S FAILURE TO COMPLY WITH STATUTORY OR REGULATORY REQUIREMENTS OF ANY KIND.

8.0 Indemnification.

8.1 By NAVEX Global. NAVEX Global will indemnify and defend Customer and its officers, directors, employees, and agents against any costs and expenses (including reasonable attorneys' fees and disbursements), liability, and costs from suits, actions, or proceedings threatened, made, or brought by any third party in connection with any and all allegations, claims, or demands ("**Losses**") to the extent such Losses relate to or arise from (i) NAVEX Global's violation of Applicable Law; or (ii) a claim that the SaaS Offering infringes or misappropriates any third-party intellectual property rights. NAVEX Global's obligations in this Section 8.1 do not apply (A) to the extent that the allegedly infringing SaaS Offering, portions or components thereof, or modifications thereto result from any change made by Customer or any third party for Customer; (B) if the infringement claim could have been avoided by using an unaltered current version of a SaaS Offering that NAVEX Global provided; (C) to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NAVEX Global, or any material from a third-party portal or other external source that is accessible to Customer within or from the SaaS Offering (e.g., a third-party web page accessed via a hyperlink) or a third-party product; (D) to the extent that an infringement claim is based upon the combination of any material with any products or services not provided by NAVEX Global; or (E) to the extent that an infringement claim is caused by Customer providing to NAVEX Global materials, designs, know-how, software, or other intellectual property with instructions to NAVEX Global to use the same in connection with the SaaS Offering.

8.2 By Customer. Customer will indemnify and defend NAVEX Global and its officers, directors, employees, and agents against any and all Losses to the extent such Losses relate to or arise from:

- (i) a claim that any Customer Intellectual Property infringes or misappropriates any third-party intellectual property rights;
- (ii) from all Taxes for which Customer is liable;
- (iii) Customer's and Customer's Affiliates' use of the Services, provided that such use is the sole and proximate cause of the request for indemnification under this subsection; or
- (iv) Customer's violation of Applicable Law.

8.3 Mutual Obligations. The party from whom indemnification is being sought pursuant to this Section 8.3 ("**Indemnifying Party**") shall indemnify the party seeking indemnification from the Indemnifying Party ("**Indemnified Party**") only on the following conditions: (i) the Indemnified Party has a valid claim for indemnification pursuant to Section 8.0; (ii) the Indemnified Party promptly provides the Indemnifying Party with Notice of any Losses; and (iii) the Indemnified Party promptly tenders control of the defense and settlement of any such Losses to the Indemnifying Party (at the Indemnifying Party's expense and with the Indemnifying Party's choice of counsel); with the exception that failure to give such Notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that the Indemnifying Party is materially prejudiced by such failure. The Indemnified Party shall cooperate fully with the Indemnifying Party at the Indemnifying Party's request and expense in defending or settling such claim, including, without limitation, providing any information or materials necessary for the Indemnifying Party to perform the foregoing. The Indemnifying Party will not enter into any settlement or compromise of any such claim without the Indemnified Party's prior written consent if the settlement would require admission of fault or payment by the Indemnified Party.

9.0 Confidential Information.

9.1 Definition of Confidential Information. "**Confidential Information**" means any information disclosed at any time by either party, its Affiliates, directors, officers, employees, and agents (collectively, "**Representatives**"), to the other party or its Representatives in anticipation of or during the parties' relationship, either directly or indirectly, in writing, orally, or by inspection of tangible objects that pertain to such party's business, including, without limitation, information concerning technology, marketing, planned functionality, market strategies, finances, employees, planning, product roadmaps, service or product purchases, performance agreements and documentation, performance results, pricing, and other confidential or proprietary information, including information a reasonable person would understand to be confidential or proprietary. Confidential Information of either party will not, however, include any information that:

- (i) was publicly known and that the disclosing party made generally available in the public domain prior to the time of disclosure;
- (ii) becomes publicly known and that the disclosing party made generally available after disclosure to the receiving party through no action or inaction of the receiving party;
- (iii) is already in the possession of the receiving party without a breach of any third party's obligations of confidentiality at the time of disclosure by the disclosing party, the burden of proof of prior possession being on the party asserting such prior possession;
- (iv) the receiving party obtains from a third party without a breach of such third party's confidentiality obligations; or
- (v) the receiving party independently develops without use of or reference to the disclosing party's Confidential Information, the burden of proof of independent development being on the party asserting such independent development.

9.2 Disclosure of Confidential Information. Each party shall (i) hold all Confidential Information of the other party in confidence and use it only as permitted in connection with the Services provided under the Agreement; (ii) use the same care to prevent unauthorized disclosure of the disclosing party's Confidential Information as the receiving party uses with respect to its own Confidential Information of a similar nature, which shall not, in any case, be less than the care a reasonable business person would use under similar circumstances; (iii) disclose only the Confidential Information required to comply with a court order or Applicable Law in conjunction with fulfilling obligations under Section 9.4; and (iv) only

disclose the Confidential Information to its Representatives who have a need to know such information in order to perform their job, have been informed of its confidential nature, and have agreed to and are bound by no less restrictive confidentiality obligations than those in this MSA. Each party shall be liable for their respective Representative's breach of this MSA. Confidential Information shall not be disclosed to third parties without the other party's prior written consent unless required by Applicable Law.

93. **Injunctive Relief.** Each party acknowledges that a party's actual or threatened breach of its confidentiality obligations under Section 9.0 would likely cause irreparable harm to the non-breaching party that could not be fully remedied by monetary damages. Each party, therefore, agrees that the non-breaching party may seek such injunctive relief or other equitable relief as may be necessary or appropriate to prevent such actual or threatened breach without the necessity of proving actual damages. Each party waives the requirement to post a bond in the event of such actual or threatened breach.

94. **Legal Process.** If either party receives notice of a subpoena, request for production of documents, court order, or requirement of a governmental agency to disclose any information or respond to an official inquiry ("**Legal Process**"), the recipient thereof shall, if permitted by law, give prompt Notice to the other party so the other party may move for a protective order or other relief. If either party is required to respond to or support such Legal Process involving the other party (but not where the parties are adverse to one another), the responding party shall be entitled to recover from the other party all reasonable costs, fees, and expenses that the responding party incurs, including reasonable fees for time expended by internal resources and reasonable attorneys' fees. Each party agrees to cooperate fully with the other party to respond to any notice or inquiry from a third party related to the Agreement.

10.0 Liability Exclusions and Limitations.

10.1. **Liability Limitations.** THE FOLLOWING LIMITATIONS SHALL NOT APPLY TO (i) BREACHES OF CONFIDENTIALITY OBLIGATIONS; (ii) VIOLATIONS OF EITHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; (iii) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS; OR (iv) PAYMENT OF FEES:

- (a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, WHETHER UNDER THEORY OF CONTRACT, TORT, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING ANY DAMAGE TO BUSINESS REPUTATION, LOST PROFITS, OR LOST DATA), WHETHER FORESEEABLE OR NOT, AND WHETHER OR NOT SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (b) TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY'S AGGREGATE CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THE AGREEMENT SHALL NOT EXCEED THE AGGREGATE CONTRACT VALUE FOR THE ONE- (1) YEAR PERIOD PRIOR TO THE DATE THAT SUCH LIABILITY FIRST ARISES.

10.2. **Time Limit for Bringing Action.** No claim or action, regardless of form, arising out of the Agreement, other than a claim or action relating to a breach of confidentiality or infringement, may be brought by either party more than two (2) years after the cause of action has arisen.

11.0 **Governing Law.** Any dispute between the parties related to the Agreement will be governed by the substantive and procedural rules of ~~Delaware~~ California, without regard to conflict of law principles. The parties agree to submit to the exclusive jurisdiction of and venue in the state and federal courts of ~~Multnomah~~ Fresno County, ~~Oregon~~ California, and each party waives any claims it may have for *forum non conveniens*. The parties agree that the Uniform Computer Information Transactions Act shall not apply to the Agreement.

12.0 General Provisions.

12.1. **Publicity.** With prior written approval (which may occur via email), NAVEX Global may use Customer's name and trademarks (including use of logos) (i) in NAVEX Global's customer lists for marketing or promotional purposes; (ii) in press releases and other communications pertaining to Customer's agreement to use NAVEX Global's services; and (iii) on NAVEX Global's website and other sales and marketing media, including collateral, emails, tradeshow displays, and signs.

12.2. **Insurance.** NAVEX Global shall, at its own cost and expense, acquire and continuously maintain the insurance coverages detailed at the following website during the Term: <http://www.navexglobal.com/Insurance>.

12.3. **Third-Party Beneficiaries.** Unless otherwise prohibited by Applicable Law, nothing in the Agreement shall be construed to give any person or entity other than the parties hereto any legal or equitable claim, right, or remedy; rather, the Agreement is intended to be for the sole and exclusive benefit of the parties.

12.4. **Assignment.** The terms of the Agreement shall be binding on the parties and their respective successors. Neither party may assign, transfer, or delegate its rights or obligations under the Agreement (in whole or in part) without the other party's prior written consent, except (i) to an Affiliate; or (ii) pursuant to a transfer of all or substantially all of such party's business and assets, whether by merger, sale of assets, sale of stock, or otherwise. Any attempted assignment, transfer, or delegation in violation of the foregoing shall be null and void.

12.5. **Notice, Generally.** "**Notice**" means written notification to a party that shall be sent via email only, unless otherwise indicated herein. Any Notice to NAVEX Global shall be sent to: legalnotice@navexglobal.com.

12.6. **Consents and Approvals.** Unless the parties have agreed otherwise herein, all consents and approvals required under the Agreement must be delivered in writing by courier or certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth on the most recent Order Form. Such consent or approval shall be deemed delivered when received. Customer shall send a copy of such consent or approval to legalnotice@navexglobal.com on the same date the consent or approval is sent.

12.7. No Agency. The Agreement shall not be construed to create a joint venture or partnership between the parties. Neither party shall be deemed to be an employee, agent, partner, or legal representative of the other for any purpose, nor shall either party have any right, power, or authority to create any obligation or responsibility on behalf of the other.

12.8. Compliance with Law.

- (i) Each party shall be responsible for compliance with Applicable Law related to the performance of its obligations under the Agreement.
- (ii) NAVEX Global's Services are subject to U.S. sanctions laws and may not be sold or licensed to any party listed on the Specially Designated Nationals List maintained by the U.S. Department of the Treasury ("**Restricted Party**") or in U.S.-sanctioned countries (the most up-to-date lists can be found at <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>). Customer represents and warrants that neither Customer, its Representatives, nor, to Customer's knowledge, its Affiliate's Representatives are currently the subject of any investigation by the Office of Foreign Assets Control (OFAC), Department of the Treasury, or any other Governmental Authority pursuant to any laws that OFAC or any other Governmental Authority administers ("**Sanctions Investigation**"). Customer shall promptly notify NAVEX Global if it or any of its Representatives or its Affiliates' Representatives become the subject of any Sanctions Investigation. Customer agrees not to transfer or provide access to the Services (a) to any Restricted Party; or (b) in or for the benefit of individuals or entities from such U.S.-sanctioned countries. Further, Customer agrees not to use the Services for the benefit of a Restricted Party or individuals or entities from such U.S.-sanctioned countries. Customer represents and warrants that it is not directly or indirectly owned by, controlled by, owning, controlling, or named as a Restricted Party. NAVEX Global and its Affiliates may not do business with a Restricted Party under U.S. law (the most up-to-date lists can be found at <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx> and <http://www.bis.doc.gov/index.php/the-denied-persons-list>).
- (iii) Customer represents and warrants that its use of NAVEX Global's Services will in all respects comply with current U.S. export controls regulations and requirements, including, without limitation, those promulgated by U.S. Departments of State, Commerce, Homeland Security, Treasury, and Defense. Any breach of this Section 12.8 is a material breach of the Agreement for which no cure period shall apply.

12.9. Force Majeure. Except for payment of fees, neither party shall be liable for failure to perform, or the delay in performance of, any of its obligations under the Agreement if and to the extent that such failure or delay is caused by events beyond its reasonable control, including, without limitation, acts of the public enemy or a governmental body in its sovereign or contractual capacity, war, fire, flood, unusually severe weather, outside electrical failure, the limitations or failures of third-party internet service providers and/or telecommunication providers, the performance or failures of internet service providers, or acts of terrorism, including cyberattacks on NAVEX Global's computer systems or those of third parties, including, without limitation, internet service providers and telecommunication providers. If so affected, the affected party shall use commercially reasonable efforts to avoid or remove such causes of non-performance or delay and shall continue performance hereunder with reasonable dispatch whenever such causes are removed or otherwise resolved.

12.10. Waiver. No waiver or delay in enforcement of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provision hereof, and a waiver shall not be effective unless made in writing and signed by an authorized representative of the waiving party.

12.11. Survival. The terms and conditions of the Agreement that by their nature require performance by either party after the termination of this MSA, including, without limitation, confidentiality obligations, limitations of liability, exclusions of damages, indemnification obligations, governing law, fees owed prior to the date of termination, and any other provision or partial provision that by its nature would reasonably extend beyond the termination of this MSA shall be and remain enforceable after such termination of this MSA ~~for any reason whatsoever~~.

12.12. Severability. If any provision of the Agreement conflicts with governing law or if any provision is held to be null, void, or otherwise ineffective or invalid by a court of competent jurisdiction, (i) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with Applicable Law; and (ii) the remaining terms, provisions, covenants, and restrictions of this MSA shall remain in full force and effect.

12.13. Audit. During NAVEX Global's regular business hours, but not more frequently than once a year, Customer may, at its sole expense, perform a confidential audit of NAVEX Global's compliance with Section 4.0 of this MSA as it pertains to the SaaS Offering provided under the Agreement. Any onsite audit shall be conducted on a mutually agreed date, which shall not be sooner than thirty (30) calendar days after NAVEX Global's receipt of Customer's written request for such audit. Such audits shall be limited to security systems as they pertain to the SaaS Offering, and the onsite portion of the audit shall not exceed a cumulative four (4) hours at NAVEX Global's facilities. If the audit exceeds such four- (4) hour period, Customer shall be responsible for payment of professional services fees to NAVEX Global at the current hourly rate for professional services. If the audit is to be performed by a third party on Customer's behalf, such third party shall (i) not be a direct or indirect competitor of NAVEX Global, and (ii) execute prior to commencement of the audit a confidentiality and non-disclosure agreement, as presented by and for the benefit of NAVEX Global. Upon completion of the audit, Customer shall promptly provide NAVEX Global a summary of the findings from each report prepared in connection with any such audit and discuss results, including any remediation plans. If audit results find NAVEX Global is not in substantial compliance with the requirements of Section 4.0 of this MSA, then Customer shall be entitled, at NAVEX Global's expense, to perform up to one (1) additional such audit in that year in accordance with the procedure set forth in this Section. NAVEX Global agrees to work with Customer to identify reasonable remediation actions and to promptly take action at NAVEX Global's expense to correct those matters.

12.14. Entire Agreement. The Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements, proposals, responses to requests for proposals, representations, and warranties, written or oral, concerning the subject matter of the

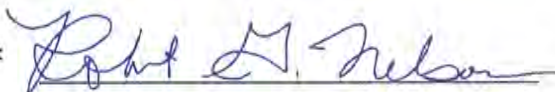
Agreement, including any prior non-disclosure or confidentiality agreement(s), which shall be replaced by those terms and conditions set forth in Section 9.0 unless otherwise expressly agreed to in writing by the parties. The Agreement may be modified or amended only in writing signed by a duly authorized representative of each party; any other act, usage, or custom shall not be deemed to amend or modify the Agreement. It is expressly agreed that the terms of the Agreement shall supersede the terms in any Customer purchase order, and the terms included in any such purchase order or other Customer policy shall not (i) apply to the Services ordered; or (ii) in any way modify, revise, supplement, or otherwise affect the terms and conditions of the Agreement. If Customer requires processing of payments through a third-party payment vendor, it is understood and agreed that use of such third-party payment vendor is solely for the convenience of Customer and documentation associated with payment submission shall not in any way modify, add to, or delete any of the terms and conditions of the Agreement. Any costs associated with the use of such third-party payment vendor shall be borne exclusively by Customer.

12.15. Section Headings. The Section headings are for reference purposes only and shall not in any way affect the meaning or interpretation of this MSA.


12.16. Counterparts. The parties may execute this MSA and any Order Form in counterparts. An exchange of scanned and emailed executed copies or electronic signatures is acceptable. In the event of such an exchange, this MSA and any Order Form shall become binding, and any scanned and emailed signed copies or electronic signatures shall constitute admissible evidence of the existence of this MSA or Order Form.

Each of the signatories to this document represent they are duly authorized representatives of their respective party to this MSA and further represent and warrant they have the actual corporate authority to execute this MSA on behalf of their respective party. This MSA is entered into as of the Effective Date.

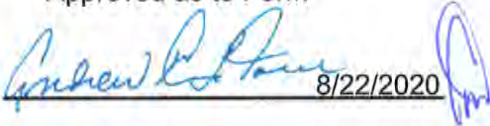
ACCEPTED BY Fresno Unified School District:

SIGNATURE: 
DATE: 9/17/2020
NAME (Print): Robert G. Nelson
TITLE (Print): Superintendent

ACCEPTED BY NAVEX Global, Inc.:

SIGNATURE: 
Shon C Ramey (Aug 31, 2020 15:26 PDT)
DATE: Aug 31, 2020
NAME (Print): Shon C Ramey
TITLE (Print): General Counsel

Approved as to Form


8/22/2020

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 08, 2021

Agenda Item B-25

AGENDA SECTION: B

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

ACTION REQUESTED: Discuss

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

TITLE AND SUBJECT: Present and Discuss Special Education Update

ITEM DESCRIPTION: Staff will present an overview of the “Improving Special Education Services in the Fresno Unified School District” – Update. These updates are aligned to the recommendations from the Council of the Great City Schools Improving Special Education Services in the Fresno Unified School District report with a focus on accelerating student learning during the global pandemic.

The aim and drivers support four key areas including:

- Accelerating Student Achievement
- Community and Student Engagement
- Support for Teaching and Learning
- Operational Efficiency

This presentation will review the Special Education Department’s next steps toward achieving a model for diversity, equity and inclusion which is the true “Gold Standard”.

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

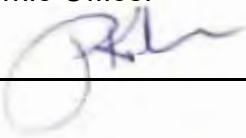
PREPARED BY: Dr. Tangee Pinheiro,
Instructional Superintendent

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

CABINET APPROVAL: Kim Mecum,
Chief Academic Officer

SUPERINTENDENT APPROVAL:



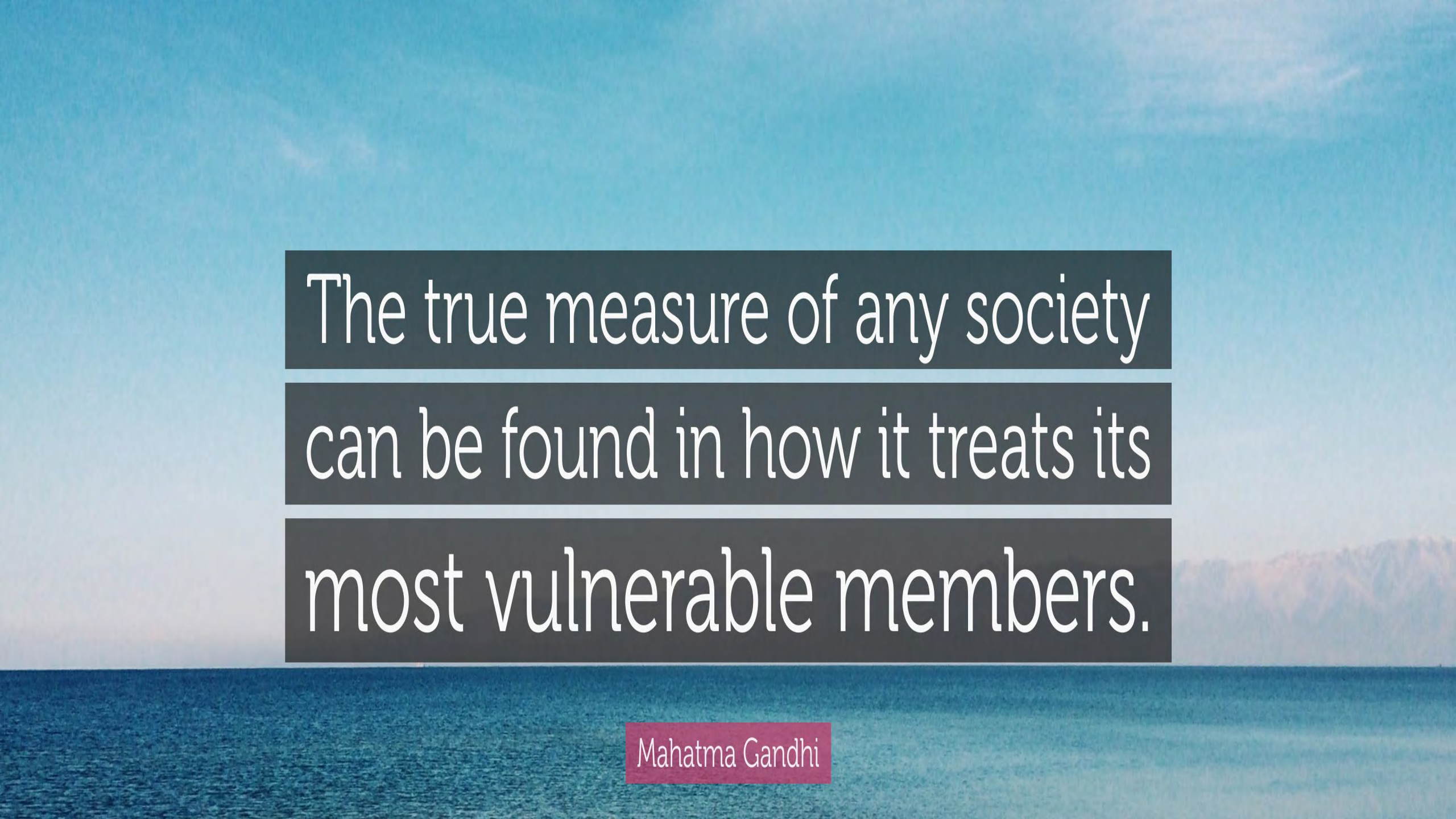




Fresno Unified
School District



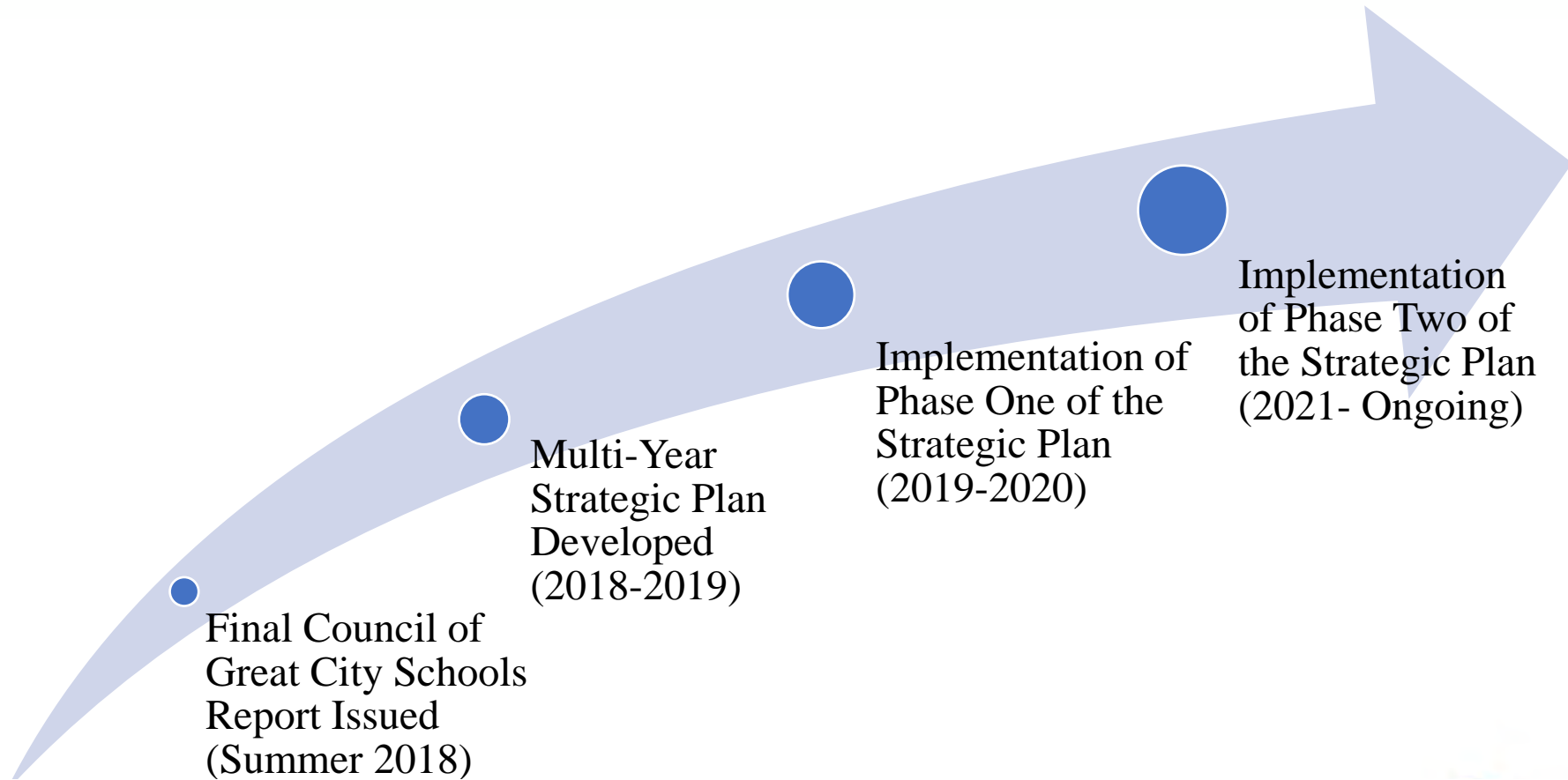
Special Education Update



The true measure of any society
can be found in how it treats its
most vulnerable members.

Mahatma Gandhi

Council of Great City Schools Overview



AIM and Drivers



Accelerating Student Achievement and Wellness



- Academics
- Self Advocacy
- Inclusion and Access
- Wellness and Health
- College and Career Readiness
- Early Childhood
- Multi-Tiered System of Support

Accelerating Student Achievement and Wellness

Academics

All 3rd graders reading at grade level by 2026

All students on-track to graduate

Self Advocacy

Person-centered planning

Student-led Individualized Education Programs (IEP)

Inclusion and Access

Culture of inclusion

Inclusive practices rubric

Expansion of co-teach model

Least restrictive environment for all students

Accelerating Student Achievement and Wellness

Early Childhood

Expand inclusive practices
for universal Transition
Kindergarten

Partnership with Fresno
State

Wellness and Health

Multi-Tiered System of Support

MOVE Training (Mobility
Opportunities via Educational
Experience.

Behavior Supports

- Board Certified Behavior Analyst (BCBA)
- Registered Behavior Technician (RBT) Training

College and Career Readiness

Expand access to CTE Pathways

Expand Adult Transition opportunities with
community partners

Community and Student Engagement



- Special Education Cabinet
- Family/caregiver resources and training
- Connection with community and district departments
- Communication planning

Support for Teaching and Learning

- Regionalized support to schools
 - Regional Instructional Managers
 - Early Learning coaching
 - Co-Teaching and inclusion professional learning/mentoring/coaching
 - Onboarding training for new teachers and paraeducators
 - Paraeducator training and mentoring
- In-Field Support and Partnership with Schools



Operational Efficiency

- School capacity building for Special Education
- Data analysis and collection at all levels
- Alignment with service to schools and families/caregivers
- Systems alignment to ensure expedient processing of personnel and materials requests



Questions



Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 08, 2021

Agenda Item B-26

AGENDA SECTION: B

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

ACTION REQUESTED: Discuss

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

TITLE AND SUBJECT: Hold Public Hearing Regarding the Redistricting of Trustee Areas within Fresno Unified

ITEM DESCRIPTION: The purpose of the public hearing is to discuss the redistricting of Trustee Areas within Fresno Unified School District and receive public input and testimony regarding appropriate criteria and boundary revisions to the district's trustee area plan included in the draft maps.

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:



NOTICE OF PUBLIC HEARING

FRESNO UNIFIED SCHOOL DISTRICT

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Board of Trustees of the Fresno Unified School District to receive public input and testimony regarding revisions to the District's trustee area plan. Education Code § 5019.5 requires each district that elects its governing board "by-trustee area" to adjust the trustee area plan following the release of the Census. The Board will consider plans based on the 2020 Census.

The public hearing is scheduled as follows:

DATE:

December 8, 2021

TIME:

5:30 p.m.

LOCATION:

Fresno Unified School District
Board of Education Chambers
2309 Tulare St
Fresno, CA 93721

The public hearing will take place as a part of a regular Board of Education meeting. This is the first of two scheduled public hearings.

Please contact David Chavez at (559) 457-3566 or david.chavez@fresnounified.org, or visit the District's redistricting website at <https://board.fresnounified.org/redistricting/>, for more information.



Redistricting Draft Maps

December 8, 2021

Redistricting Process

Step	Description
Census Data Releases	<ul style="list-style-type: none">• Census Bureau releases official 2020 Census population data – Aug. 12• California’s official ‘prisoner-adjusted’ 2020 redistricting data – Sept. 21, 27
Public Hearing September 15, 2021	<ul style="list-style-type: none">• Educate, solicit input on the communities in the Trustee Areas
Public Hearing October 27, 2021	<ul style="list-style-type: none">• Educate, solicit input on the communities in the Trustee Areas
Public Hearing December 8, 2021	<ul style="list-style-type: none">• Discuss, revise draft map(s), if necessary
Public Hearing January 12, 2022	<ul style="list-style-type: none">• Discuss, determine final map• Deadline for the public to submit draft maps: December 27 @ 5:00 p.m.
Legal Deadline February 28, 2022	<ul style="list-style-type: none">• First election using new areas will be in November 2022

Redistricting Rules and Goals

Federal Laws

- ☐ Equal Population
- ☐ Federal Voting Rights Act
- ☐ No Racial Gerrymandering



Statutory Criteria

- ☐ Topography
- ☐ Geography
- ☐ Cohesiveness, contiguity, integrity, and compactness of territory
- ☐ Community of interest of the trustee areas

Other Traditional Redistricting Principles

- ☐ Minimize voters shifted to different election years
- ☐ Respect voters' choices / continuity in office
- ☐ Future population growth
- ☐ Preserving the core of existing districts

2020 Census

	1	2	3	4	5	6	7
2020 Census	53,847	54,883	58,034	56,529	57,008	57,954	59,972
Difference	-3,043	-2,007	1,144	-361	118	1,064	3,082
Difference %	-5.35%	-3.53%	2.01%	-0.63%	0.21%	1.87%	5.42%

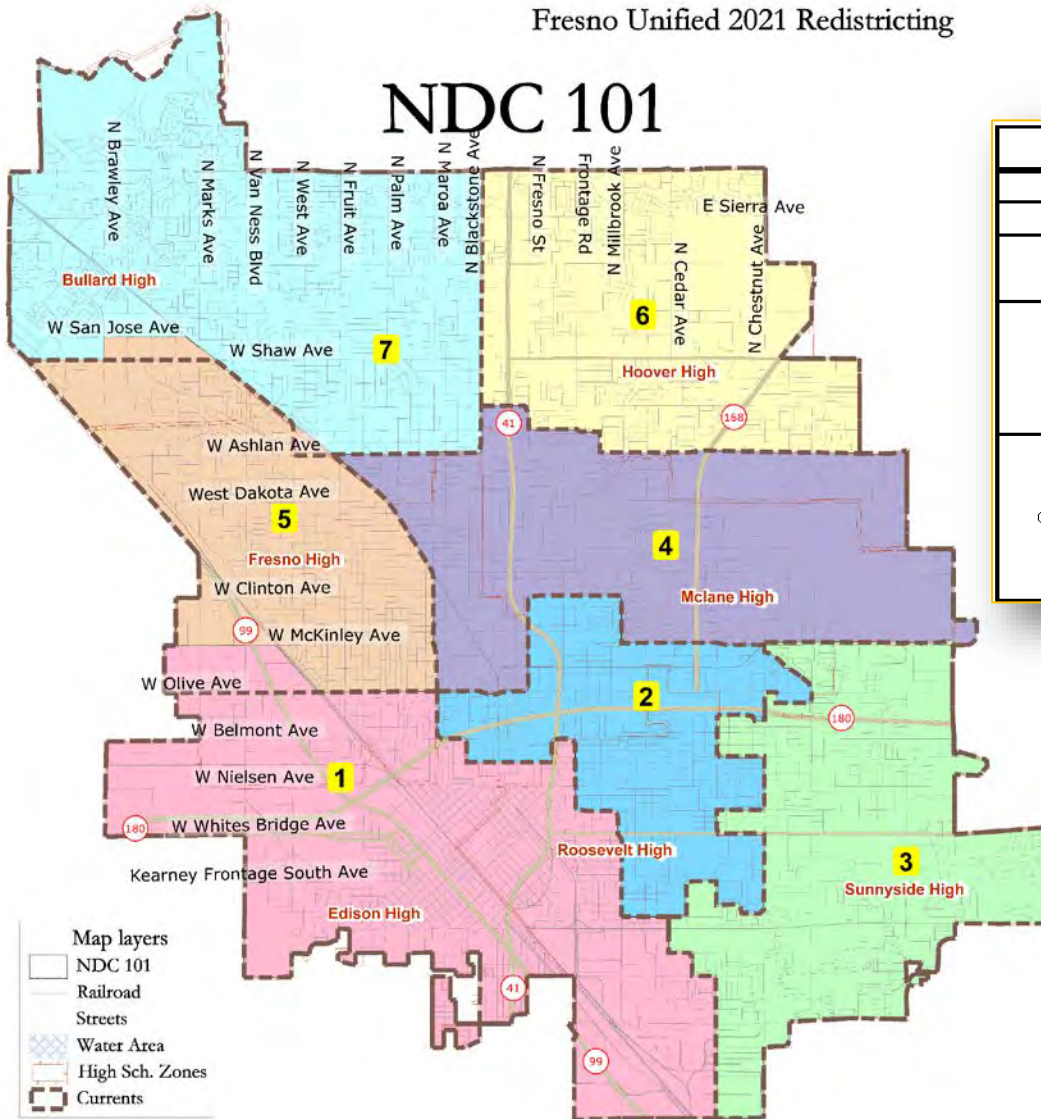
Ideal: 56,890 | Deviation: 10.77%

Total Pop	1	2	3	4	5	6	7	Total
Hispanic	68.46%	74.32%	58.14%	58.98%	58.51%	45.48%	33.91%	56.45%
NH White	9.70%	7.07%	11.75%	19.57%	22.25%	31.22%	46.79%	21.55%
NH Black	12.44%	5.12%	7.28%	6.91%	9.67%	7.59%	6.17%	7.85%
NH Asian	6.68%	11.52%	20.57%	11.37%	6.13%	11.70%	9.74%	11.15%

CVAP	1	2	3	4	5	6	7	Total
Hispanic	59.62%	66.19%	46.11%	49.14%	45.59%	37.75%	25.63%	44.81%
NH White	15.72%	12.38%	21.56%	31.20%	33.96%	44.56%	58.14%	33.97%
NH Black	16.85%	5.88%	8.61%	8.79%	13.21%	5.92%	6.83%	9.25%
NH Asian	6.58%	14.30%	22.59%	9.22%	5.98%	9.99%	8.23%	10.60%

Fresno Unified 2021 Redistricting

NDC 101



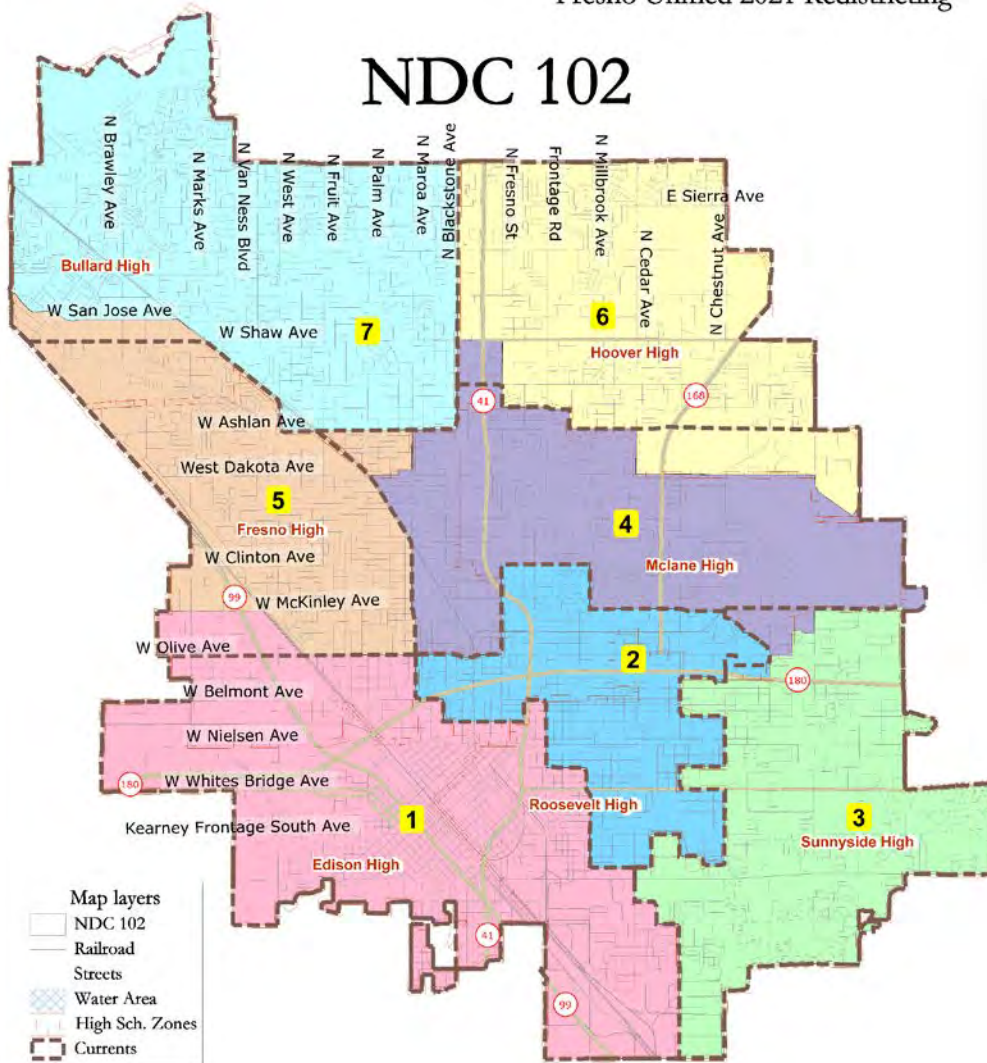
©2021 CALIPER

NDC 101								
District	1	2	3	4	5	6	7	Total
Total Pop	56,787	54,883	58,034	56,529	55,919	57,954	58,121	398,227
Deviation from ideal	-103	-2,007	1,144	-361	-971	1,064	1,231	3,238
% Deviation	-0.18%	-3.53%	2.01%	-0.63%	-1.71%	1.87%	2.16%	5.69%
Total Pop	% Hisp	68.6%	74%	58%	59%	58%	45%	56%
	% NH White	10%	7%	12%	20%	23%	31%	22%
	% NH Black	12%	5%	7%	7%	10%	8%	8%
	% Asian-American	7%	12%	21%	11%	6%	12%	11%
Citizen Voting Age Pop	Total	29,690	23,197	30,880	35,643	34,630	39,874	237,562
	% Hisp	59%	66%	46%	49%	46%	38%	45%
	% NH White	16%	12%	22%	31%	34%	45%	34%
	% Asian/Pac. Isl.	6%	14%	23%	9%	6%	10%	11%

- Minimal changes for population balancing only
- Areas 2, 3, 4, and 6 unchanged

Fresno Unified 2021 Redistricting

NDC 102



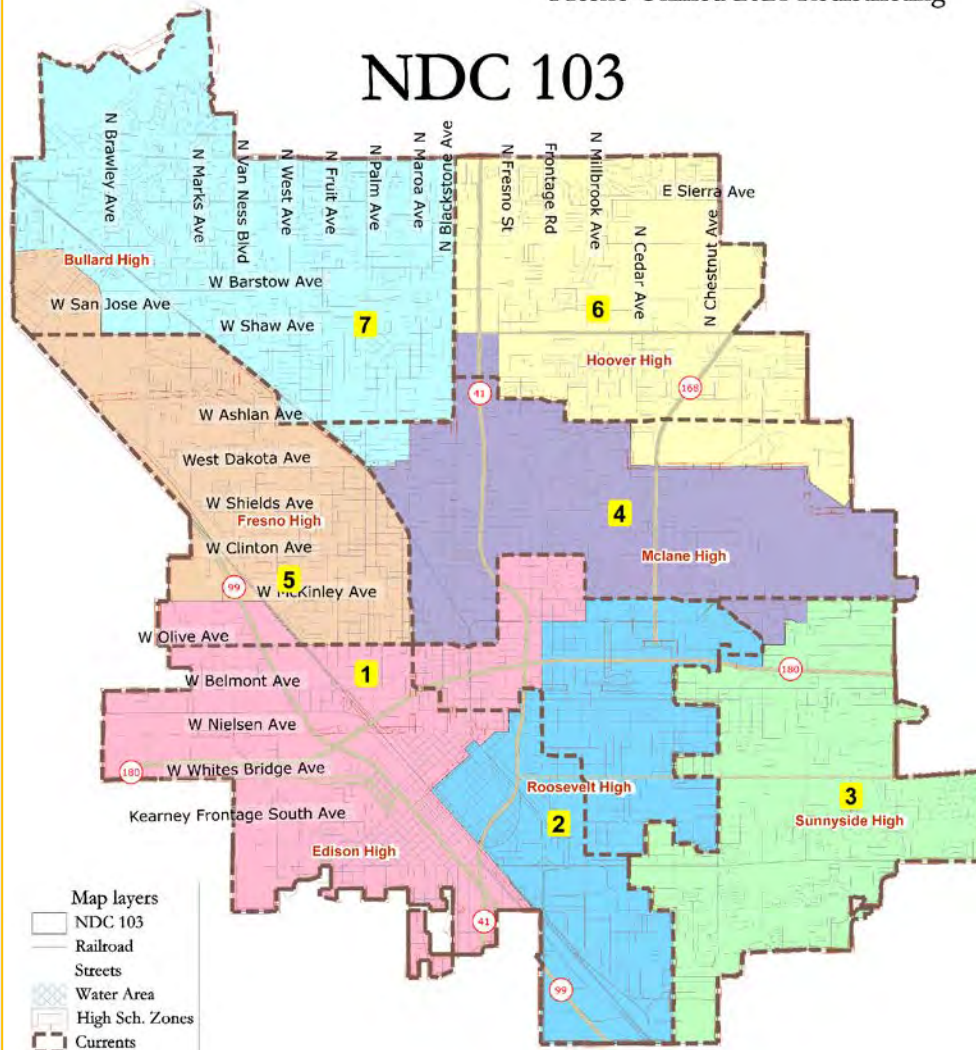
©2021 CALIPER

NDC 102									
District		1	2	3	4	5	6	7	Total
	Total Pop	56,787	55,058	54,640	56,760	57,343	59,138	58,501	398,227
	Deviation from ideal	-103	-1,832	-2,250	-130	453	2,248	1,611	4,498
	% Deviation	-0.18%	-3.22%	-3.96%	-0.23%	0.80%	3.95%	2.83%	7.91%
Total Pop	% Hisp	68.6%	74%	58%	60%	57%	45%	34%	56%
	% NH White	10%	7%	12%	18%	23%	31%	47%	22%
	% NH Black	12%	5%	8%	7%	10%	8%	6%	8%
	% Asian-American	7%	12%	20%	12%	6%	12%	10%	11%
Citizen Voting Age Pop	Total	29,690	23,311	29,102	34,684	35,796	41,146	43,834	237,562
	% Hisp	59%	66%	46%	50%	45%	38%	25%	45%
	% NH White	16%	12%	22%	30%	35%	44%	59%	34%
	% NH Black	17%	6%	9%	9%	13%	6%	7%	9%
	% Asian/Pac.Isl.	6%	14%	22%	10%	6%	11%	8%	11%

- Changes for population balancing and additional slight changes to better align to attendance zones

Fresno Unified 2021 Redistricting

NDC 103



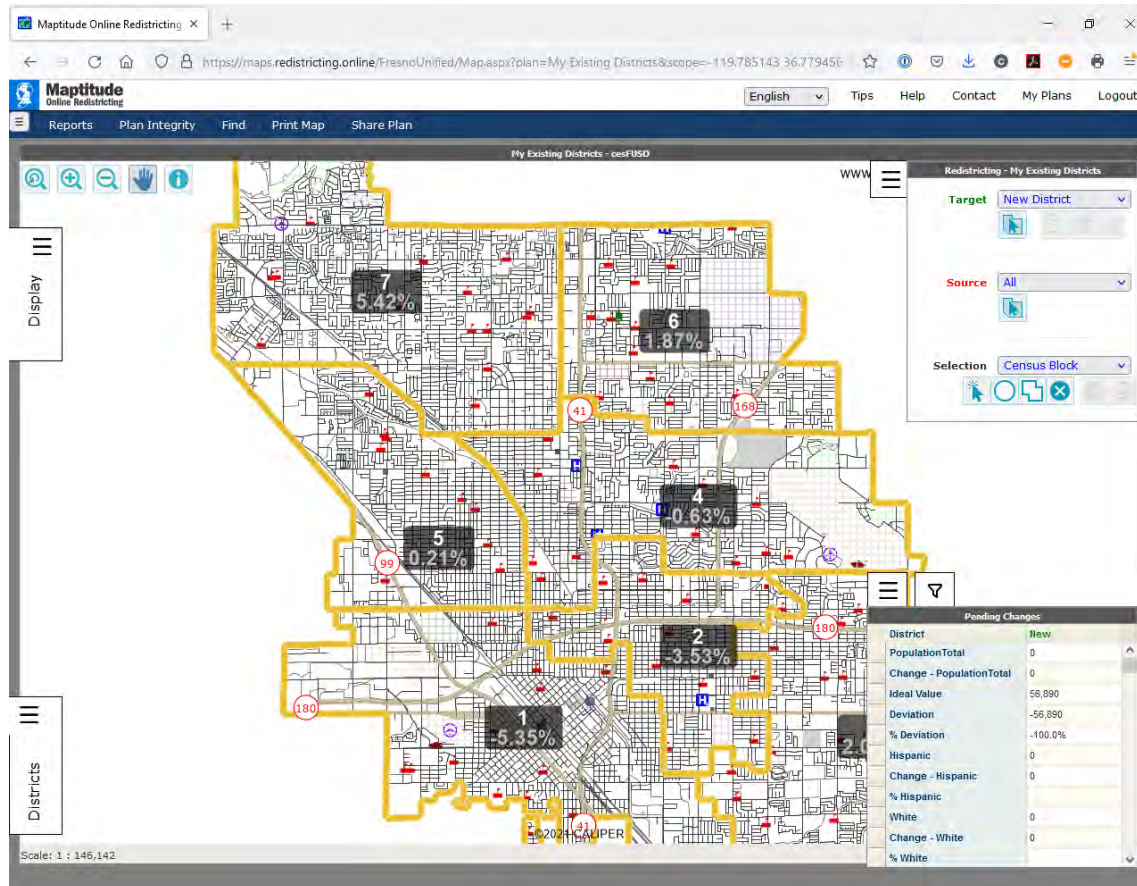
©2021 CALIPER

NDC 103									
District		1	2	3	4	5	6	7	Total
Total Pop	Total Pop	55,396	56,449	54,640	56,760	58,539	59,138	57,305	398,227
	Deviation from ideal	-1,494	-441	-2,250	-130	1,649	2,248	415	4,498
	% Deviation	-2.63%	-0.78%	-3.96%	-0.23%	2.90%	3.95%	0.73%	7.91%
Total Pop	% Hisp	66.1%	77%	58%	60%	57%	45%	33%	56%
	% NH White	11%	6%	12%	18%	23%	31%	48%	22%
	% NH Black	13%	4%	8%	7%	10%	8%	6%	8%
	% Asian-American	7%	11%	20%	12%	7%	12%	9%	11%
	Total	27,740	25,261	29,102	34,684	36,014	41,146	43,616	237,562
Citizen Voting Age Pop	% Hisp	57%	68%	46%	50%	44%	38%	26%	45%
	% NH White	17%	12%	22%	30%	34%	44%	59%	34%
	% NH Black	17%	6%	9%	9%	14%	6%	6%	9%
	% Asian/Pac Isl.	7%	13%	22%	10%	6%	11%	8%	11%

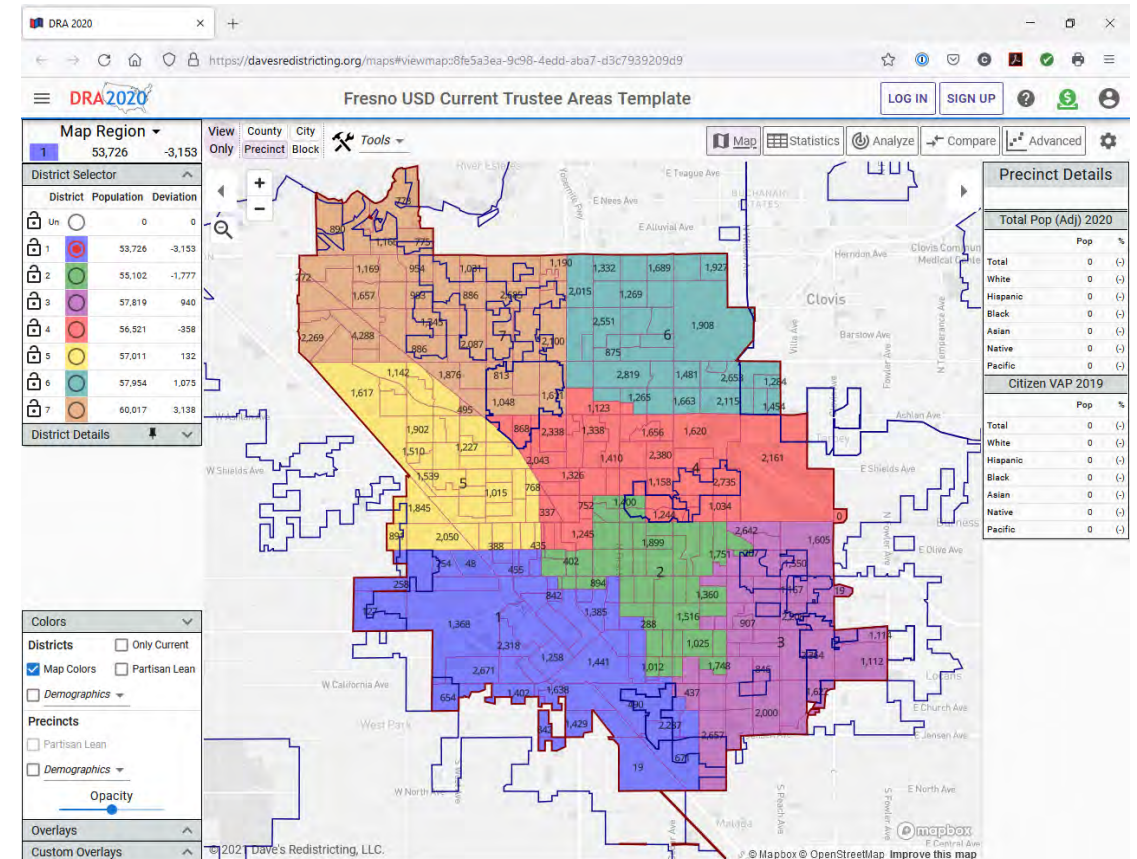
- More significant changes to better align to attendance zones, particularly in the Roosevelt area

Online Mapping Tools

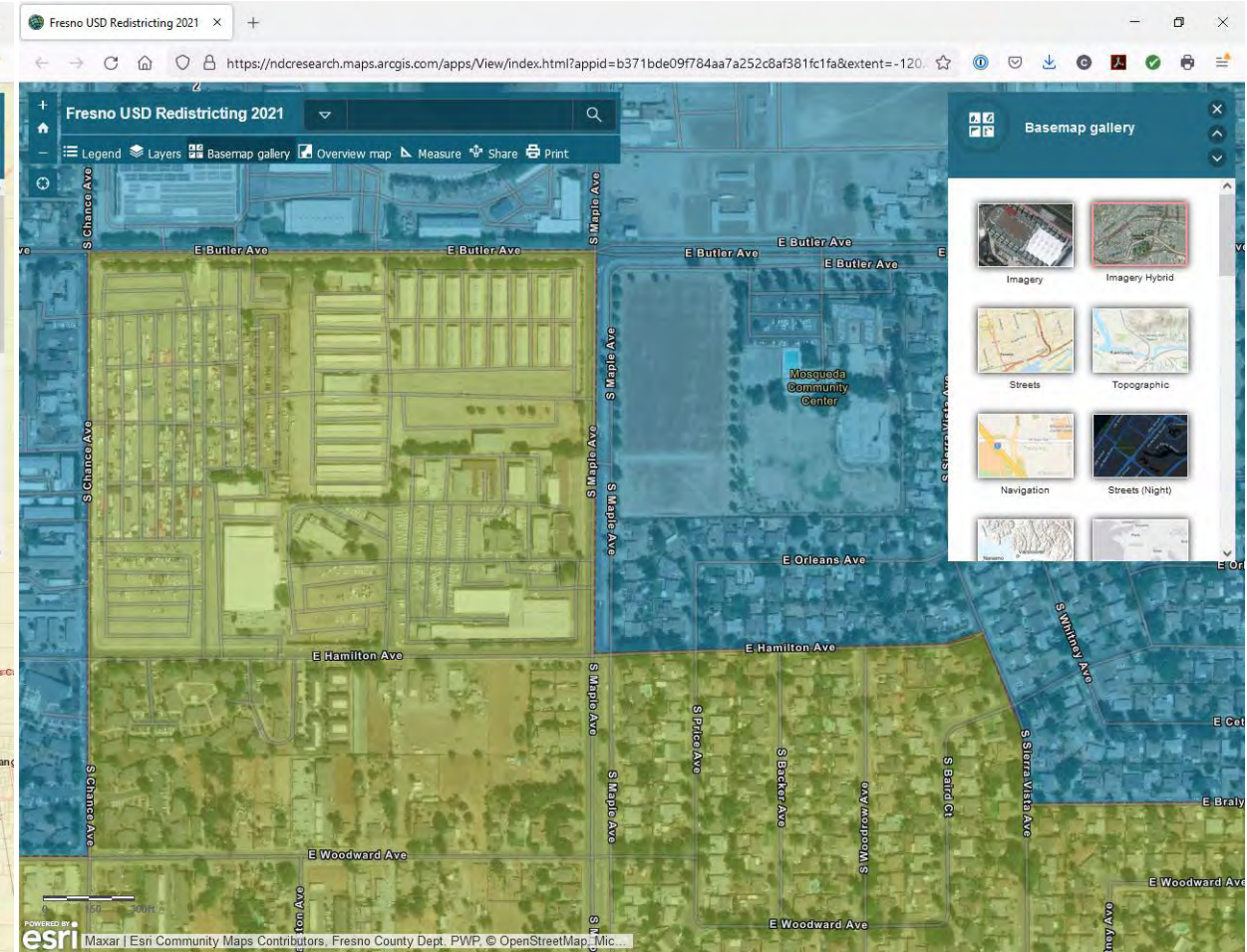
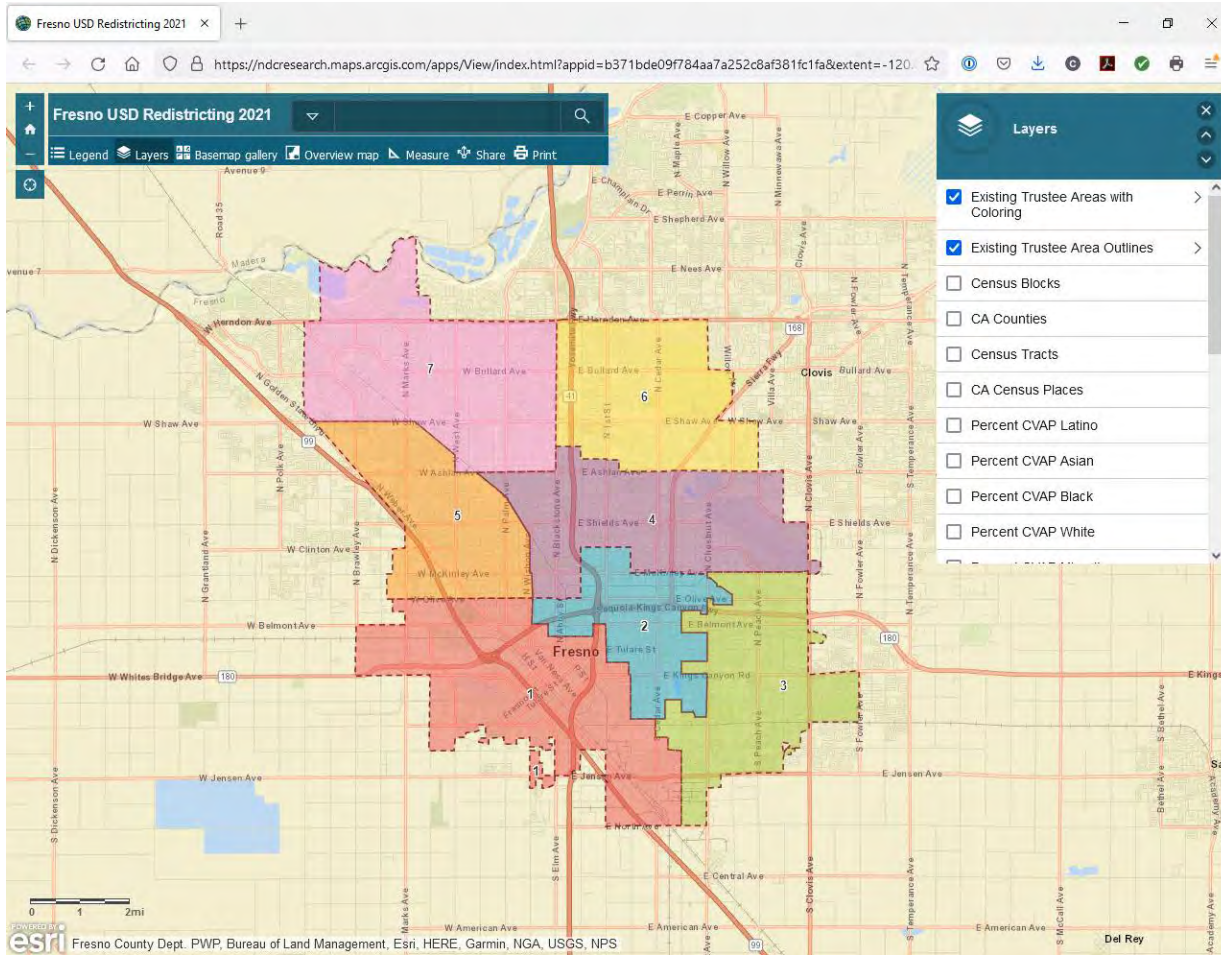
Maptitude Online Redistricting



Dave's Redistricting App



Interactive Online Map Viewer



Discussion/Action for This Evening

Which map(s) do you prefer?

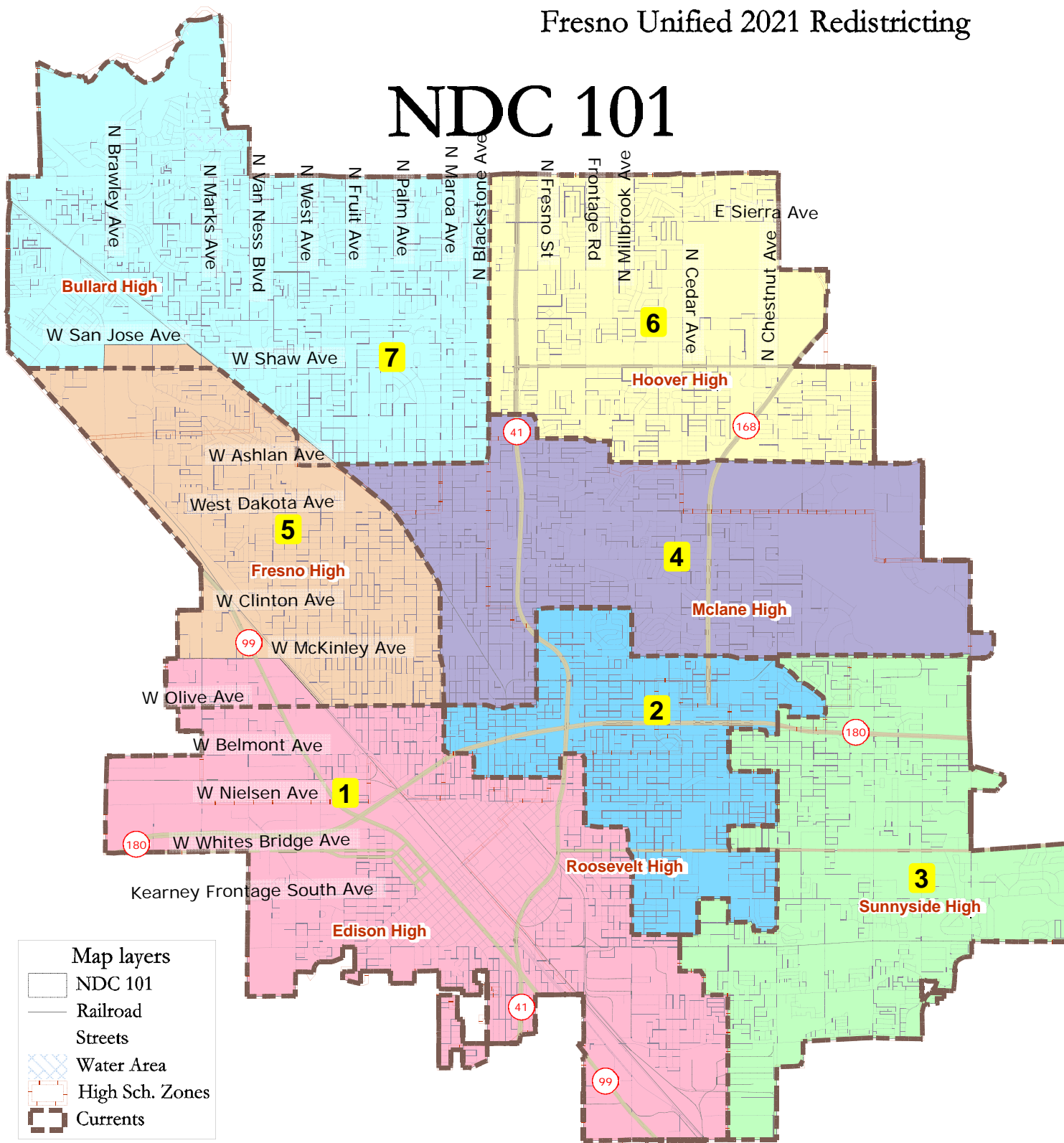
What modification(s) would make your preferred map(s) even better?

Possible: Narrowing to “focus” maps

Provide: Direction on new/revised map(s)

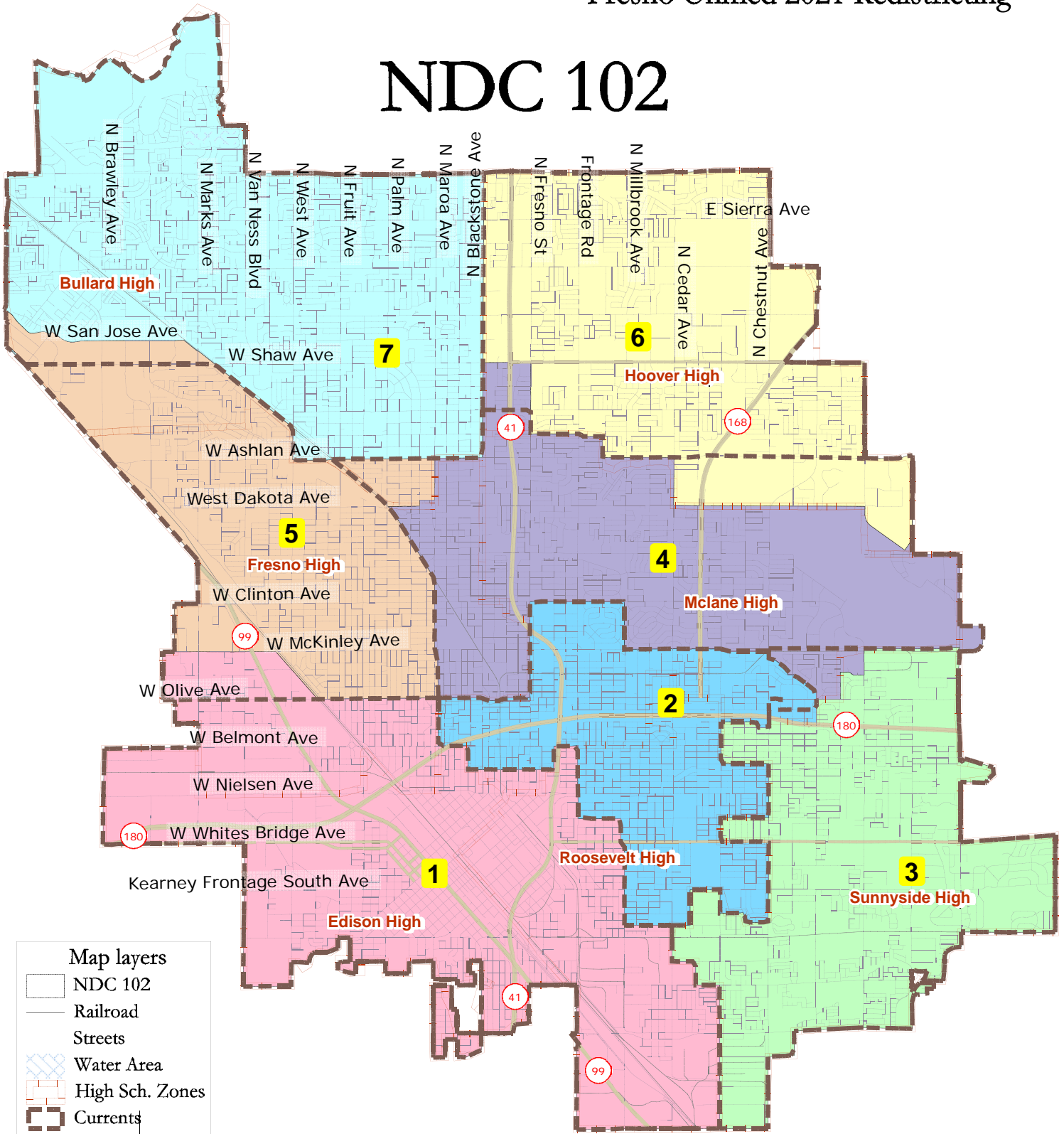
Fresno Unified 2021 Redistricting

NDC 101



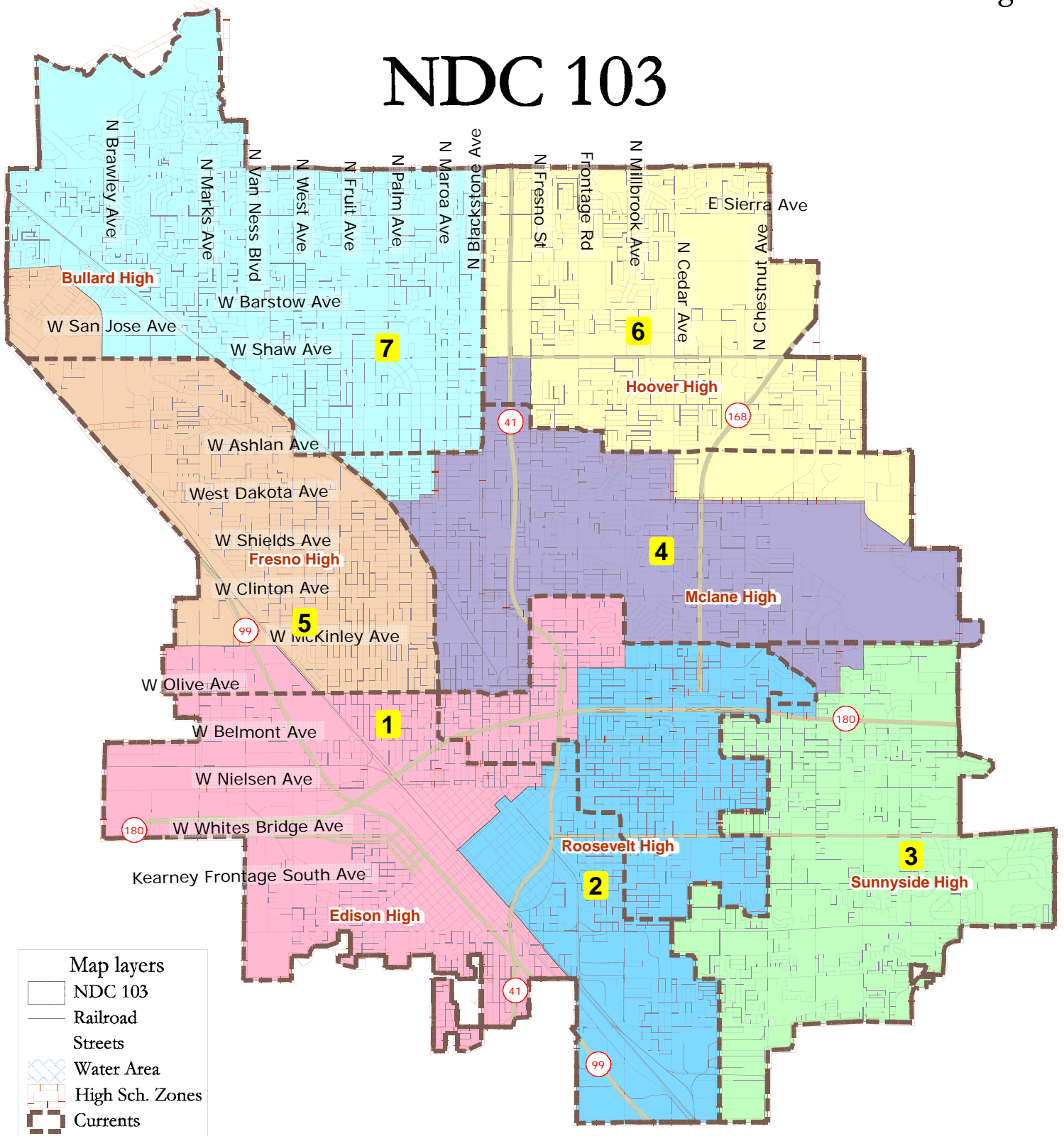
NDC 101									
District		1	2	3	4	5	6	7	Total
	Total Pop	56,787	54,883	58,034	56,529	55,919	57,954	58,121	398,227
	Deviation from ideal	-103	-2,007	1,144	-361	-971	1,064	1,231	3,238
	% Deviation	-0.18%	-3.53%	2.01%	-0.63%	-1.71%	1.87%	2.16%	5.69%
Total Pop	% Hisp	68.6%	74%	58%	59%	58%	45%	33%	56%
	% NH White	10%	7%	12%	20%	23%	31%	47%	22%
	% NH Black	12%	5%	7%	7%	10%	8%	6%	8%
	% Asian-American	7%	12%	21%	11%	6%	12%	10%	11%
Citizen Voting Age Pop	Total	29,690	23,197	30,880	35,643	34,630	39,874	43,647	237,562
	% Hisp	59%	66%	46%	49%	46%	38%	25%	45%
	% NH White	16%	12%	22%	31%	34%	45%	59%	34%
	% NH Black	17%	6%	9%	9%	13%	6%	7%	9%
	% Asian/Pac.Isl.	6%	14%	23%	9%	6%	10%	8%	11%
Voter Registration (Nov 2020)	Total	21,638	20,125	24,871	26,724	26,920	29,029	38,296	187,603
	% Latino est.	55%	67%	49%	49%	47%	37%	25%	45%
	% Spanish-Surnamed	51%	61%	45%	45%	43%	34%	23%	41%
	% Asian-Surnamed	2%	3%	6%	3%	2%	3%	4%	3%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%	1%	1%
	% NH White est.	18%	21%	31%	40%	39%	55%	66%	42%
	% NH Black	25%	9%	14%	9%	13%	6%	6%	11%
Voter Turnout (Nov 2020)	Total	11,694	10,379	15,416	16,894	17,819	20,741	31,462	124,405
	% Latino est.	53%	66%	49%	47%	44%	35%	23%	41%
	% Spanish-Surnamed	50%	62%	45%	44%	41%	32%	21%	38%
	% Asian-Surnamed	2%	3%	6%	2%	2%	3%	3%	3%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%	1%	1%
	% NH White est.	20%	21%	33%	42%	43%	57%	68%	46%
	% NH Black	24%	8%	13%	9%	12%	5%	5%	9%
Voter Turnout (Nov 2018)	Total	7,162	6,267	9,646	10,780	11,646	14,108	23,965	83,574
	% Latino est.	50%	65%	45%	42%	38%	30%	19%	36%
	% Spanish-Surnamed	48%	62%	42%	40%	36%	28%	18%	34%
	% Asian-Surnamed	2%	2%	5%	2%	2%	2%	3%	3%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%	1%	1%
	% NH White est.	20%	21%	36%	46%	47%	62%	72%	51%
	% NH Black est.	24%	7%	12%	8%	11%	4%	5%	9%
ACS Pop. Est.	Total	54,692	49,168	57,009	58,097	54,127	56,244	58,576	387,913
Age	age0-19	32%	35%	35%	33%	31%	29%	23%	31%
	age20-60	55%	52%	49%	51%	54%	56%	51%	52%
	age60plus	13%	13%	16%	16%	15%	15%	27%	17%
Immigration	immigrants	24%	30%	28%	16%	15%	14%	13%	20%
	naturalized	32%	30%	46%	44%	44%	52%	60%	42%
Language spoken at home	english	40%	33%	39%	57%	61%	68%	75%	54%
	spanish	54%	55%	43%	35%	31%	20%	13%	35%
	asian-lang	5%	11%	15%	6%	4%	8%	5%	8%
	other lang	1%	1%	3%	2%	3%	4%	7%	3%
Language Fluency	Speaks Eng. "Less than Very Well"	27%	30%	26%	15%	14%	10%	8%	18%
Education (among those age 25+)	hs-grad	45%	41%	47%	51%	53%	54%	44%	48%
	bachelor	6%	4%	8%	10%	11%	16%	22%	12%
	graduatedegree	2%	2%	4%	4%	5%	7%	15%	6%
Child in Household	child-under18	43%	45%	47%	42%	37%	31%	26%	38%
Pct of Pop. Age 16+	employed	52%	56%	56%	60%	63%	64%	62%	59%
Household Income	income 0-25k	44%	45%	37%	34%	33%	27%	15%	32%
	income 25-50k	26%	28%	25%	24%	28%	27%	21%	25%
	income 50-75k	15%	16%	16%	17%	16%	20%	19%	17%
	income 75-200k	14%	10%	21%	23%	21%	24%	38%	23%
	income 200k-plus	1%	1%	2%	2%	2%	2%	8%	3%
Housing Stats	single family	65%	63%	58%	63%	60%	52%	74%	62%
	multi-family	35%	37%	42%	37%	40%	48%	26%	38%
	rented	68%	71%	59%	59%	62%	62%	39%	58%
	owned	32%	29%	41%	41%	38%	38%	61%	42%
Total population data from the 2020 Decennial Census.									
Surname-based Voter Registration and Turnout data from the California Statewide Database.									
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.									

NDC 102



NDC 102									
District		1	2	3	4	5	6	7	Total
	Total Pop	56,787	55,058	54,640	56,760	57,343	59,138	58,501	398,227
	Deviation from ideal	-103	-1,832	-2,250	-130	453	2,248	1,611	4,498
	% Deviation	-0.18%	-3.22%	-3.96%	-0.23%	0.80%	3.95%	2.83%	7.91%
Total Pop	% Hisp	68.6%	74%	58%	60%	57%	45%	34%	56%
	% NH White	10%	7%	12%	18%	23%	31%	47%	22%
	% NH Black	12%	5%	8%	7%	10%	8%	6%	8%
	% Asian-American	7%	12%	20%	12%	6%	12%	10%	11%
Citizen Voting Age Pop	Total	29,690	23,311	29,102	34,684	35,796	41,146	43,834	237,562
	% Hisp	59%	66%	46%	50%	45%	38%	25%	45%
	% NH White	16%	12%	22%	30%	35%	44%	59%	34%
	% NH Black	17%	6%	9%	9%	13%	6%	7%	9%
	% Asian/Pac.Isl.	6%	14%	22%	10%	6%	11%	8%	11%
Voter Registration (Nov 2020)	Total	21,638	20,229	23,398	26,700	27,849	29,287	38,502	187,603
	% Latino est.	55%	67%	49%	50%	46%	37%	25%	45%
	% Spanish-Surnamed	51%	61%	45%	46%	43%	34%	23%	41%
	% Asian-Surnamed	2%	3%	6%	3%	2%	3%	4%	3%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%	1%	1%
	% NH White est.	18%	21%	31%	39%	40%	55%	65%	42%
	% NH Black	25%	9%	14%	9%	13%	6%	6%	11%
Voter Turnout (Nov 2020)	Total	11,694	10,442	14,566	16,660	18,543	20,918	31,582	124,405
	% Latino est.	53%	66%	48%	48%	43%	35%	23%	41%
	% Spanish-Surnamed	50%	62%	45%	45%	40%	32%	22%	38%
	% Asian-Surnamed	2%	2%	6%	3%	2%	3%	3%	3%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%	1%	1%
	% NH White est.	20%	21%	33%	41%	43%	57%	67%	46%
	% NH Black	24%	8%	13%	8%	12%	5%	5%	9%
Voter Turnout (Nov 2018)	Total	7,162	6,317	9,089	10,670	12,192	14,120	24,024	83,574
	% Latino est.	50%	65%	44%	43%	37%	30%	19%	36%
	% Spanish-Surnamed	48%	62%	42%	41%	35%	28%	18%	34%
	% Asian-Surnamed	2%	2%	5%	2%	2%	2%	3%	3%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%	1%	1%
	% NH White est.	20%	21%	36%	45%	48%	62%	71%	51%
	% NH Black est.	24%	7%	12%	8%	11%	5%	5%	9%
ACS Pop. Est.	Total	54,692	49,338	53,968	57,621	55,927	57,493	58,873	387,913
Age	age0-19	32%	35%	36%	34%	30%	28%	23%	31%
	age20-60	55%	52%	49%	51%	54%	56%	51%	52%
	age60plus	13%	13%	16%	16%	15%	15%	27%	17%
Immigration	immigrants	24%	30%	28%	17%	15%	15%	13%	20%
	naturalized	32%	30%	46%	45%	44%	52%	60%	42%
Language spoken at home	english	40%	33%	39%	55%	62%	68%	75%	54%
	spanish	54%	55%	43%	37%	31%	20%	13%	35%
	asian-lang	5%	11%	15%	7%	4%	8%	5%	8%
	other lang	1%	1%	3%	2%	3%	4%	7%	3%
Language Fluency	Speaks Eng. "Less than Very Well"	27%	30%	26%	17%	14%	10%	8%	18%
Education (among those age 25+)	hs-grad	45%	41%	47%	51%	53%	55%	45%	48%
	bachelor	6%	4%	8%	9%	11%	17%	22%	12%
	graduatedegree	2%	2%	4%	4%	5%	6%	14%	6%
Child in Household	child-under18	43%	45%	47%	43%	36%	30%	26%	38%
Pct of Pop. Age 16+	employed	52%	56%	56%	59%	63%	64%	62%	59%
Household Income	income 0-25k	44%	45%	37%	34%	32%	27%	15%	32%
	income 25-50k	26%	28%	24%	24%	28%	27%	21%	25%
	income 50-75k	15%	16%	16%	17%	16%	21%	19%	17%
	income 75-200k	14%	10%	21%	23%	21%	24%	37%	23%
	income 200k-plus	1%	1%	2%	1%	2%	2%	8%	3%
Housing Stats	single family	65%	63%	57%	65%	60%	50%	74%	62%
	multi-family	35%	37%	43%	35%	40%	50%	26%	38%
	rented	68%	71%	59%	58%	61%	63%	39%	58%
	owned	32%	29%	41%	42%	39%	37%	61%	42%
Total population data from the 2020 Decennial Census.									
Surname-based Voter Registration and Turnout data from the California Statewide Database.									
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.									

NDC 103



NDC 103									
District		1	2	3	4	5	6	7	Total
	Total Pop	55,396	56,449	54,640	56,760	58,539	59,138	57,305	398,227
	Deviation from ideal	-1,494	-441	-2,250	-130	1,649	2,248	415	4,498
	% Deviation	-2.63%	-0.78%	-3.96%	-0.23%	2.90%	3.95%	0.73%	7.91%
Total Pop	% Hisp	66.1%	77%	58%	60%	57%	45%	33%	56%
	% NH White	11%	6%	12%	18%	23%	31%	48%	22%
	% NH Black	13%	4%	8%	7%	10%	8%	6%	8%
	% Asian-American	7%	11%	20%	12%	7%	12%	9%	11%
Citizen Voting Age Pop	Total	27,740	25,261	29,102	34,684	36,014	41,146	43,616	237,562
	% Hisp	57%	68%	46%	50%	44%	38%	26%	45%
	% NH White	17%	12%	22%	30%	34%	44%	59%	34%
	% NH Black	17%	6%	9%	9%	14%	6%	6%	9%
	% Asian/Pac.Isl.	7%	13%	22%	10%	6%	11%	8%	11%
Voter Registration (Nov 2020)	Total	21,445	20,422	23,398	26,700	28,452	29,287	37,899	187,603
	% Latino est.	53%	69%	49%	50%	47%	37%	25%	45%
	% Spanish-Surnamed	49%	64%	45%	46%	43%	34%	23%	41%
	% Asian-Surnamed	2%	3%	6%	3%	2%	3%	4%	3%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%	1%	1%
	% NH White est.	20%	19%	31%	39%	39%	55%	67%	42%
	% NH Black	25%	9%	14%	9%	14%	6%	5%	11%
Voter Turnout (Nov 2020)	Total	11,356	10,780	14,566	16,660	19,014	20,918	31,111	124,405
	% Latino est.	51%	69%	48%	48%	43%	35%	23%	41%
	% Spanish-Surnamed	48%	64%	45%	45%	40%	32%	21%	38%
	% Asian-Surnamed	2%	2%	6%	3%	2%	3%	3%	3%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%	1%	1%
	% NH White est.	21%	19%	33%	41%	42%	57%	69%	46%
	% NH Black	24%	8%	13%	8%	12%	5%	5%	9%
Voter Turnout (Nov 2018)	Total	6,875	6,604	9,089	10,670	12,399	14,120	23,817	83,574
	% Latino est.	47%	68%	44%	43%	38%	30%	18%	36%
	% Spanish-Surnamed	45%	65%	42%	41%	36%	28%	18%	34%
	% Asian-Surnamed	2%	2%	5%	2%	2%	2%	3%	3%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%	1%	1%
	% NH White est.	22%	19%	36%	45%	47%	62%	73%	51%
	% NH Black est.	25%	7%	12%	8%	12%	5%	4%	9%
ACS Pop. Est.	Total	50,762	53,269	53,968	57,621	56,683	57,493	58,117	387,913
Age	age0-19	32%	35%	36%	34%	30%	28%	23%	31%
	age20-60	54%	53%	49%	51%	55%	56%	50%	52%
	age60plus	14%	12%	16%	16%	15%	15%	27%	17%
Immigration	immigrants	22%	31%	28%	17%	16%	15%	12%	20%
	naturalized	33%	30%	46%	45%	44%	52%	62%	42%
Language spoken at home	english	45%	29%	39%	55%	62%	68%	75%	54%
	spanish	48%	61%	43%	37%	31%	20%	13%	35%
	asian-lang	6%	9%	15%	7%	5%	8%	4%	8%
	other lang	1%	1%	3%	2%	3%	4%	7%	3%
Language Fluency	Speaks Eng. "Less than Very Well"	25%	32%	26%	17%	14%	10%	8%	18%
Education (among those age 25+)	hs-grad	46%	41%	47%	51%	52%	55%	45%	48%
	bachelor	6%	4%	8%	9%	11%	17%	22%	12%
	graduatedegree	2%	2%	4%	4%	5%	6%	15%	6%
Child in Household	child-under18	40%	49%	47%	43%	37%	30%	26%	38%
Pct of Pop. Age 16+	employed	51%	57%	56%	59%	64%	64%	61%	59%
Household Income	income 0-25k	48%	41%	37%	34%	33%	27%	14%	32%
	income 25-50k	26%	28%	24%	24%	27%	27%	22%	25%
	income 50-75k	14%	17%	16%	17%	16%	21%	19%	17%
	income 75-200k	12%	13%	21%	23%	22%	24%	37%	23%
	income 200k-plus	1%	1%	2%	1%	2%	2%	8%	3%
Housing Stats	single family	58%	70%	57%	65%	63%	50%	72%	62%
	multi-family	42%	30%	43%	35%	37%	50%	28%	38%
	rented	71%	67%	59%	58%	60%	63%	40%	58%
	owned	29%	33%	41%	42%	40%	37%	60%	42%
Total population data from the 2020 Decennial Census.									
Surname-based Voter Registration and Turnout data from the California Statewide Database.									
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.									

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 08, 2021

Agenda Item B-27

AGENDA SECTION: B

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

ACTION REQUESTED: Approve

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

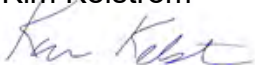
TITLE AND SUBJECT: Approve the 2020/21 Audited Financial Statements Prepared by Crowe LLP

ITEM DESCRIPTION: Included in the Board binders is the Annual Financial Audit Report as prepared by our external auditors, Crowe LLP. The audit report has been completed for submission to the State Department of Education. Each year the district is required to have its financial statements audited by an independent accounting firm. We are pleased to report that Fresno Unified School District has received an “Unmodified Opinion” for the 2020/21 Audit, which is the best opinion that can be issued.

The district’s Audit Committee is scheduled to meet to review the audit report on December 06, 2021. Comments from that meeting will be reported to the Board as appropriate. A representative from Crowe LLP will present the audit report to the Board.

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

PREPARED BY: Kim Kelstrom
Executive Officer



DIVISION: Administrative Services
PHONE NUMBER: (559) 457-6226

CABINET APPROVAL: Santino Danisi
Chief Financial Officer



SUPERINTENDENT APPROVAL:





Agenda Item B-27

Smart decisions. Lasting value.™

Fresno Unified School District Audit Results for the year ended June 30, 2021

December 08, 2021



Auditor's Responsibilities, Planned Scope, and Audit Timeline

- Express an opinion on the financial statements, federal and state compliance
- Risk of material misstatement
- Internal control evaluation
- Risk based audit approach



New Accounting Standards

- **Governmental Accounting Standards Board (GASB) Standard No. 84 – *Fiduciary Activities.***
 - *GASB Standard No. 84 establishes criteria for identifying fiduciary activities of all state and local governments. Under GASB 84, Student Activity Funds, commonly referred to as “Associated Student Body”, are now included as a Special Revenue Fund of the District rather than an Agency Fund, as previously reported. The effect was a net increase to the beginning Government-Wide Net Position and Aggregate Remaining Fund Information totaling \$2,457,388.*

Corrected and Uncorrected Misstatements

- Corrected Misstatements:

- No corrected misstatements

- Uncorrected Misstatements:

1. Internal Service (Self-Insurance) Fund: A portion of the District's payroll is accounted for in the Internal Service Fund; therefore, a portion of the District's Net Pension Liability should also be allocated. However, the Internal Service Fund is combined with the Governmental Activities of the District; therefore, the Net Pension Liability District-wide is not understated.

Other Required Communications

- There were no difficulties encountered with management
- There were no disagreements with management
- No consultation with other accountants
- No significant or adverse events require your attention in connection with the completion of the audit

Audit Results

Type of Opinion	Results / Questioned Cost
Financial Statements	Unmodified
Federal Compliance	Unmodified
State Compliance	Unmodified

Financial Highlights

- Key Statistics:

- Total assets of the District at June 30, 2021: \$ 2.1 billion
- Total net position of the District at June 30, 2021: \$ (1.1 billion)
 - Net Pension Liability at June 30, 2021: \$ (993.5 million)
 - Net OPEB Liability at June 30, 2021: \$ (1.1 billion)
- Total change in net position for the District for the year ended June 30, 2021: \$ 9.0 million
- General Fund, Fund Balance at June 30, 2021: \$ 229.2 million
- In compliance with reserves recommended by the State of California
- Positive certification status with County Superintendent of Schools

Audit Findings & Recommendations

- No reportable findings for the State Compliance, Uniform Guidance, or Financial Statement audits.

Conclusion

- The District's financial statements are presented fairly in all material respects
- No audit adjustments
- No audit findings related to internal controls and federal compliance
- Management and staff at the District office and school sites were prepared and responded timely to our requests
- The District's audit report will be filed with the State Controller's Office before the January 31, 2022 reporting deadline.

"Crowe" is the brand name under which the member firms of Crowe Global operate and provide professional services, and those firms together form the Crowe Global network of independent audit, tax, and consulting firms. Crowe may be used to refer to individual firms, to several such firms, or to all firms within the Crowe Global network. The Crowe Horwath Global Risk Consulting entities, Crowe Healthcare Risk Consulting LLC, and our affiliate in Grand Cayman are subsidiaries of Crowe LLP. Crowe LLP is an Indiana limited liability partnership and the U.S member firm of Crowe Global. Services to clients are provided by the individual member firms of Crowe Global, but Crowe Global itself is a Swiss entity that does not provide services to clients. Each member firm is a separate legal entity responsible only for its own acts and omissions and not those of any other Crowe Global network firm or other party. Visit www.crowe.com/disclosure for more information about Crowe LLP, its subsidiaries, and Crowe Global.

The information in this document is not – and is not intended to be – audit, tax, accounting, advisory, risk, performance, consulting, business, financial, investment, legal, or other professional advice. Some firm services may not be available to attest clients. The information is general in nature, based on existing authorities, and is subject to change. The information is not a substitute for professional advice or services, and you should consult a qualified professional adviser before taking any action based on the information. Crowe is not responsible for any loss incurred by any person who relies on the information discussed in this document. © 2018 Crowe LLP.

FRESNO UNIFIED SCHOOL DISTRICT

FINANCIAL STATEMENTS

June 30, 2021

FRESNO UNIFIED SCHOOL DISTRICT
FINANCIAL STATEMENTS
WITH SUPPLEMENTARY INFORMATION
For the year ended June 30, 2021
(Continued)

CONTENTS

INDEPENDENT AUDITOR'S REPORT	1
CHIEF FINANCIAL OFFICER'S REPORT.....	4
MANAGEMENT'S DISCUSSION AND ANALYSIS	5
BASIC FINANCIAL STATEMENTS:	
GOVERNMENT-WIDE FINANCIAL STATEMENTS:	
STATEMENT OF NET POSITION	24
STATEMENT OF ACTIVITIES.....	25
FUND FINANCIAL STATEMENTS:	
BALANCE SHEET - GOVERNMENTAL FUNDS	26
RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET TO THE STATEMENT OF NET POSITION	27
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCES - GOVERNMENTAL FUNDS	28
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCES - GOVERNMENTAL FUNDS - TO THE STATEMENT OF ACTIVITIES.....	29
STATEMENT OF NET POSITION - PROPRIETARY FUND - SELF-INSURANCE FUND - GOVERNMENTAL ACTIVITIES	31
STATEMENT OF CHANGE IN NET POSITION - PROPRIETARY FUND - SELF-INSURANCE FUND - GOVERNMENTAL ACTIVITIES	32
STATEMENT OF CASH FLOWS - PROPRIETARY FUND – SELF-INSURANCE FUND - GOVERNMENTAL ACTIVITIES	33
NOTES TO FINANCIAL STATEMENTS	34

FRESNO UNIFIED SCHOOL DISTRICT
FINANCIAL STATEMENTS
WITH SUPPLEMENTARY INFORMATION
For the year ended June 30, 2021
(Continued)

CONTENTS

REQUIRED SUPPLEMENTARY INFORMATION:

GENERAL FUND BUDGETARY COMPARISON SCHEDULE	77
SCHEDULE OF CHANGES IN THE DISTRICT'S NET OTHER POSTEMPLOYMENT BENEFITS (OPEB) LIABILITY	78
SCHEDULE OF MONEY-WEIGHTED RATE OF RETURN OF OPEB PLAN INVESTMENTS.....	79
SCHEDULE OF THE DISTRICT'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY.....	80
SCHEDULE OF THE DISTRICT'S CONTRIBUTIONS.....	82
NOTE TO REQUIRED SUPPLEMENTARY INFORMATION	84

SUPPLEMENTARY INFORMATION:

COMBINING BALANCE SHEET – ALL NON-MAJOR FUNDS	86
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCES – ALL NON-MAJOR FUNDS	87
ORGANIZATION - UNAUDITED	88
SCHEDULE OF INSTRUCTIONAL TIME	89
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS	90
RECONCILIATION OF UNAUDITED ACTUAL FINANCIAL REPORT WITH AUDITED FINANCIAL STATEMENTS.....	93
SCHEDULE OF FINANCIAL TRENDS AND ANALYSIS – UNAUDITED.....	94
SCHEDULE OF CHARTER SCHOOLS	95
NOTES TO SUPPLEMENTARY INFORMATION.....	96

FRESNO UNIFIED SCHOOL DISTRICT
FINANCIAL STATEMENTS
WITH SUPPLEMENTARY INFORMATION
For the year ended June 30, 2021

CONTENTS

SUPPLEMENTARY INFORMATION: (Continued)

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH STATE LAWS AND REGULATIONS	98
---	----

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH <i>GOVERNMENT AUDITING STANDARDS</i>	100
--	-----

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE AS REQUIRED BY UNIFORM GUIDANCE	102
--	-----

FINDINGS AND RECOMMENDATIONS:

SCHEDULE OF AUDIT FINDINGS AND QUESTIONED COSTS	104
---	-----

STATUS OF PRIOR YEAR FINDINGS AND RECOMMENDATIONS	108
---	-----



INDEPENDENT AUDITOR'S REPORT

Audit Committee and Board of Education
Fresno Unified School District
Fresno, California

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Fresno Unified School District, as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise Fresno Unified School District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of Fresno Unified School District, as of June 30, 2021, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

(Continued)

Emphasis of Matter

As discussed in Note 1 to the financial statements, the District implemented Governmental Accounting Standards Board (GASB) Statement No. 84, *Fiduciary Activities*. This resulted in a restatement of the beginning governmental activities net position and the beginning aggregate remaining fund information fund balance totaling \$2,457,388. Our opinions are not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis on pages 5 to 23 and the General Fund Budgetary Comparison Schedule, the Schedule of Changes in the District's Net Other Postemployment Benefits (OPEB) Liability, the Schedule of Money-Weighted Rate of Return of OPEB Plan Investments, the Schedule of the District's Proportionate Share of the Net Pension Liability, and the Schedule of the District's Contributions on pages 77 to 83 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise Fresno Unified School District's basic financial statements. The accompanying schedule of expenditures of federal awards as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* and the other supplementary information listed in the table of contents are presented for purposes of additional analysis and are not a required part of the basic financial statements.

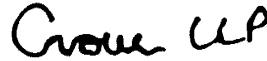
The Chief Financial Officer's Report, the schedule of expenditures of federal awards and other supplementary information as listed in the table of contents are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information, except for the Organization and the Schedule of Financial Trends and Analysis, has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditure of federal awards and other supplementary information as listed in the table of contents, except for the Chief Financial Officer's Report, the Organization and Schedule of Financial Trends and Analysis, are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The Chief Financial Officer's Report, the Organization and the Schedule of Financial Trends and Analysis have not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on them.

(Continued)

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 23, 2021 on our consideration of Fresno Unified School District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Fresno Unified School District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Fresno Unified School District's internal control over financial reporting and compliance.



Crowe LLP

Sacramento, California
November 23, 2021



BOARD OF EDUCATION

Valerie F. Davis, President
Keshia Thomas, Clerk
Claudia Cazares
Genoveva Islas
Elizabeth Jonasson Rosas
Major Terry Slatik USMC (Retired)
Trustee Area 5 (Vacant)

SUPERINTENDENT

Robert G. Nelson, Ed.D.

December 08, 2021

Board of Trustees
Fresno Unified School District
Fresno, California 93721

Dear Trustees:

I am pleased to present the financial statements for the Fresno Unified School District (the District) for the fiscal year ended June 30, 2021, with the Independent Auditors' Reports on those financial statements and the Federal and State Compliance audits. These financial statements have been prepared in conformance with the principles and standards for financial reporting set forth by the Governmental Accounting Standards Board (GASB), and confirm that the District is fiscally sound as defined by the State Controller's Office, with a General Fund balance of \$229,193,036.

The California Education Code requires the governing board provide for an annual audit made by certified public accountants licensed by the State Board of Accountancy. The licensed firm of Crowe LLP rendered the attached auditors' reports. I believe that the data, as presented, is accurate in all material respects, that it is a fair presentation of the financial position and the results of the District's operations, and that the audit satisfies the requirements of the Education Code.

The District has prepared its financial statements since 2001 using the financial reporting requirements as prescribed by Governmental Accounting Standards Board Statement No. 34, Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments (GASB No. 34). GASB No. 34 requires that Management provide a narrative introduction, overview, and analysis to accompany the Basic Financial Statements in the form of a Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The MD&A can be found immediately following the report of the independent auditors.

The financial statements for the year ended June 30, 2021 present the District's sound financial condition and, along with the MD&A as well as the included note disclosures, provide the reader with an understanding of the District's financial affairs.

Respectfully Submitted,

Santino Danisi
Chief Financial Officer



This section of Fresno Unified School District's annual financial report presents a discussion and analysis of the District's financial performance during the fiscal year ending June 30, 2021. Readers are encouraged to consider the information presented in conjunction with the District's financial statements. This discussion and analysis provides a comparison between fiscal year 2020/21 and 2019/20.

ABOUT FRESNO UNIFIED SCHOOL DISTRICT

Located in the heart of the Central Valley, Fresno Unified School District serves more than 71,500 students Pre-K to 12th grade, with an additional 2,900 adult learners served through Fresno Adult School. Through high quality instruction, district programs, services and resources, the District is focused on building college and career ready graduates among its 66 elementary schools, 14 middle schools, 10 high schools, 5 alternative schools, 3 special education schools and one adult school. In addition, the district provides oversight and evaluation to 8 neighborhood charter schools.

FINANCIAL HIGHLIGHTS

- The District has a net position deficit in governmental activities totaling \$1.14 billion at June 30, 2021.
- The total net position of the District increased by \$8.99 million during fiscal year 2020/21. This is mainly due to an increase in State and Federal grants offset by an increase in net pension and General Obligation Bond liabilities.
- Fund balance of the District's governmental funds increased by \$181.2 million resulting in an ending fund balance of \$737.9 million. This was mainly due to increased one-time recovery funds and the sale of the General Obligation Bonds, Election of 2016, Series C and D, and General Obligation Bonds, Election of 2020, Series A.
- At the end of the 2020/21 fiscal year, the balance in the District's Unrestricted General Fund increased by \$51.6 million resulting in an ending fund balance of \$199.5 million. The changes were mainly due to operational savings as a result of the pandemic and the transition to distance learning.
- Governmental Accounting Standards Board (GASB) Statement No. 68 recognizes the District's portion of the California State Teachers' Retirement System (CalSTRS) and California Public Employees' Retirement System (CalPERS) pension liabilities, deferred inflows, deferred outflows, and pension expenses at June 30, 2021. The District is recognizing a net decrease of \$55 million in the net position as a result of the changes in the net position liability related to deferred outflows and inflow of resources.
- The District's long-term obligations increased by \$259 million to \$3.1 billion mainly due to the sale of the General Obligation Bonds, Election of 2016, Series C and D in the amount of \$90 million, the sale of the General Obligation Bonds, Election of 2020, Series A in the amount of \$80 million, an increase of the net OPEB liability of \$31 million, and an increase of net pension liabilities of \$51.3 million.

Management's Discussion and Analysis

June 30, 2021

- GASB Statement No. 75 requires an actuarial valuation of the District's Retiree Health Benefits Plan and full recognition of the total net Other Post Employment Benefit (OPEB) liability. The total OPEB liability of \$1.12 billion, as of June 30, 2021, is offset with the 2020/21 net assets in the District's Irrevocable Trust for OPEB liabilities of \$69.4 million. The net OPEB liability at the end of 2020/21 is \$1.05 billion. In addition, the District transfers \$3.5 million into an irrevocable trust from the General and Self Insurance Funds on an annual basis.
- The District maintained a positive financial position for 2020/21 as reflected by Moody's credit rating of Aa3 issued in May 2021. In its report to potential investors, Moody's Investor Services noted "the district's ability to maintain stable operations". The rating report highlights "the district historically outperformed projections, and satisfactory financial performance is supported by the districts adopted reserve policy".

OVERVIEW OF THE FINANCIAL STATEMENTS

Management's Discussion and Analysis presents an introduction to the District's basic financial statements. Comparison to the prior year's activity is provided in this document. The basic financial statements are comprised of three components:

1. Government-wide financial statements
2. Fund financial statements
3. Notes to the basic financial statements

This report also contains required supplementary information and other supplementary information in addition to the basic financial statements themselves.

Government-wide Financial Statements

The *Government-wide Financial Statements* are designed to provide the reader of the District's Annual Financial Report, a broad overview of the financial activities in a manner similar to a private sector business. The government-wide financial statements include the *Statement of Net Position* and the *Statement of Activities*.

- The *Statement of Net Position* presents information about the District's assets and liabilities. The difference between assets plus deferred outflows of resources and liabilities plus deferred inflows of resources is reported as net position. Over time, changes in net position may serve as a useful indicator whether the financial position of the District is improving or deteriorating.
- The *Statement of Activities* presents information showing how the net position of the District changed during the current fiscal year. Changes in net position are recorded in the statement of activities when the underlying event occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement even though the resulting cash flow may be recorded in a future period.

The *Government-wide Financial Statements* consolidate governmental and internal service activities that are supported from taxes and intergovernmental revenues. The District's *Government-wide Financial Statements* include the following types of funds: General, Special Revenue, Capital Project, Debt Service, and Internal Service Funds.

Management's Discussion and Analysis

June 30, 2021

Fund Financial Statements

Fund Financial Statements are designed to demonstrate compliance with finance-related legal requirements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific objectives. *Fund Financial Statements* for the District include governmental funds and proprietary funds.

Governmental funds account for essentially the same information reported in the governmental activities of the *Government-wide Financial Statements*. However, unlike the *Government-wide Financial Statements*, the *Governmental Fund Financial Statements* focus on near-term financial resources and fund balances. Such information may be useful in evaluating the financing requirements in the near term.

Since the governmental funds and the governmental activities report information use the same functions, it is useful to compare the information presented. Because the focus of each report differs, reconciliation is provided on the fund financial statements to assist the reader in comparing the near-term requirements with the long-term needs.

The District maintains 11 different governmental funds which now includes Associated Student Body funds due to the implementation of GASB 84. As of June 30, 2021, the major funds are the General Fund, Building Fund, and the Bond Interest and Redemption Fund. They are presented separately in the *Fund Financial Statements* with the remaining governmental funds combined into a single aggregated presentation labeled *All Non-Major Funds*. Individual fund information for the non-major funds is presented in the Supplementary Information section.

The District adopts an annual appropriated budget for each of the governmental funds. A budgetary comparison schedule for the General Fund is included in the *Fund Financial Statements* to demonstrate compliance with the adopted budget.

The District also maintains one type of proprietary fund which is the Self Insurance Fund.

The *Fund Financial Statements* of the proprietary fund provide the same information as the *Government-wide Financial Statements*, only in more detail. The Internal Service Fund is used to accumulate and allocate costs internally among the governmental functions.

Individual internal service fund information is presented in the *Fund Financial Statements* as the Statement of Fund Net Position, Statement of Revenues, Expenses, and Changes in Fund Net Position, and Statement of Cash Flows – Proprietary Fund. These statements consolidate the District's Internal Service Funds including the Property and Liability Fund, Workers' Compensation Fund, Health Fund, and the Defined Benefits Fund.

Notes to the Basic Financial Statements

The notes to the basic financial statements provide additional information that is essential to a full understanding of the data provided in the basic financial statements.

Other Information

In addition to the basic financial statements and accompanying notes, this report also contains other supplementary information concerning the District's non-major governmental funds.

Management's Discussion and Analysis

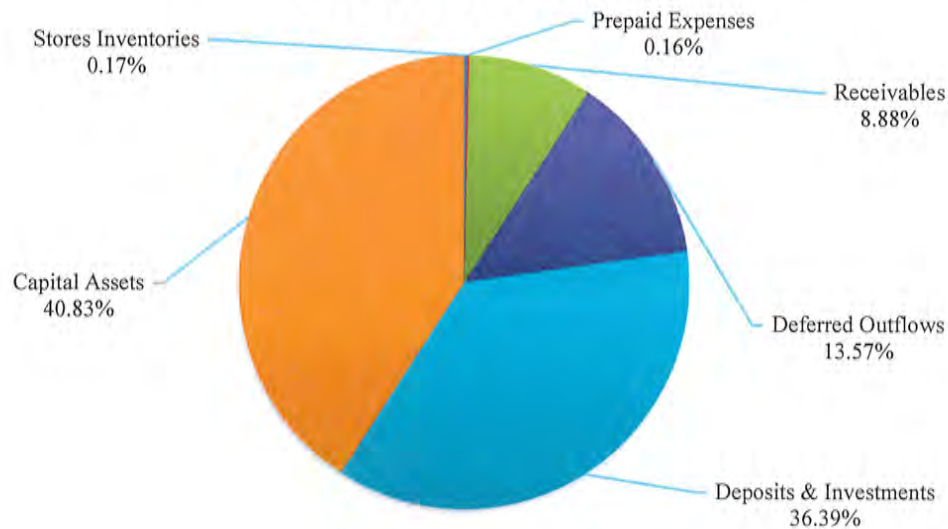
June 30, 2021

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Statement of Net Position

	Governmental Activities		
	2021	2020	Change
Current and other Assets	\$1,084,765,261	\$790,968,709	37.14%
Capital Assets	971,026,570	913,181,525	6.33%
Total Assets	2,055,791,831	1,704,150,234	20.63%
Deferred Outflows	322,901,689	353,579,966	(8.68%)
Current Liabilities	289,829,772	204,081,966	42.02%
Long-term Liabilities	3,089,663,080	2,830,179,998	9.17%
Total Liabilities	\$3,379,492,853	\$3,034,261,964	11.38%
Deferred Inflows	136,490,108	169,748,896	(19.59%)
Net invested in			
Capital Assets	399,496,265	394,669,295	1.22%
Restricted	459,729,697	183,278,294	150.84%
Unrestricted	(1,996,515,402)	(1,724,228,249)	15.79%
Total Net Position	(\$1,137,289,440)	(\$1,146,280,660)	(0.78%)

Government-wide Net Position Fiscal Year 2020/21



Management's Discussion and Analysis

June 30, 2021

Government-wide Net Position

The assets of the District are classified as follows: cash, investments, receivables, prepaid expenses, stores inventory, and capital assets. Current and other assets are available to provide resources for the near-term operations of the District. The majority of the current assets are the result of State apportionment and property tax resources.

Capital assets are used in the operations of the District. These assets include land, land improvements, buildings, equipment, and work-in-process.

Current and long-term liabilities are classified based on anticipated liquidation either in the near-term or in the future. Current liabilities include accounts payable, unearned revenue, and self-insurance claims liabilities. The liquidation of current liabilities is anticipated to be either from current available resources, current assets or new resources that became available during the 2020/21 fiscal year. Long-term liabilities such as general obligation bonds, energy loans and compensated absences will be liquidated from resources that will become available after the 2020/21 fiscal year.

The liabilities and deferred inflows of the primary governmental activities exceed the assets and deferred outflows by \$1.14 billion. Total net position of the primary governmental activities does not include internal balances. Internal balances are interfund payables and receivables within the governmental activities. The amounts reported in the accounts are eliminated to avoid the "gross up" effect on the assets and liabilities.

A net investment of \$971 million in land, land improvements, buildings, equipment, and work-in-process, represents 47% of the District's total assets. The District serves 69,709 public school students including transitional kindergarten through 12th grade. In addition, the District participates in the State preschool program in which 1,806 students are enrolled. The table and chart above summarize the District's *Government-wide Net Position*.

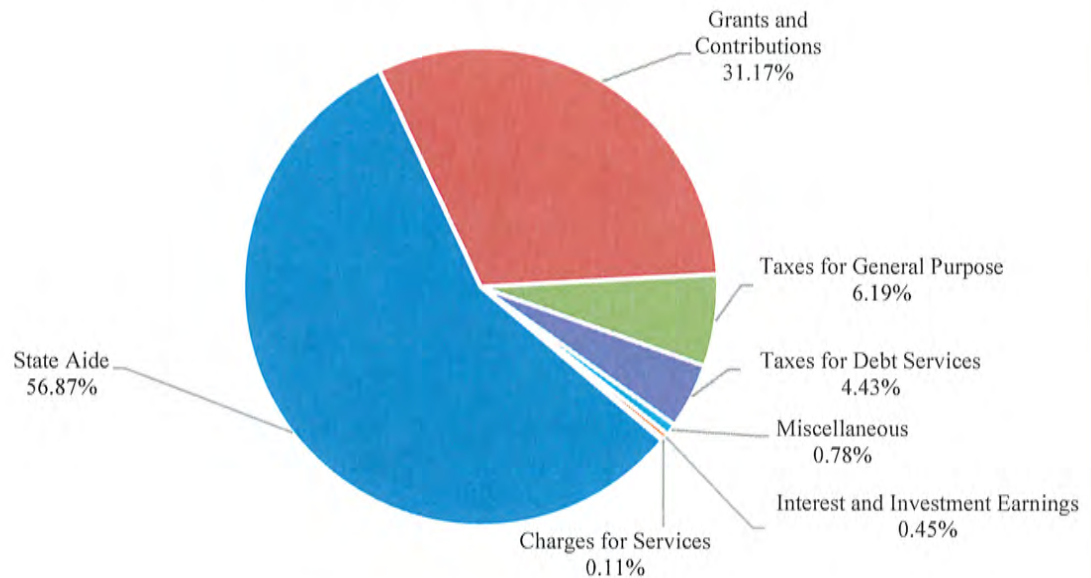
Management's Discussion and Analysis

June 30, 2021

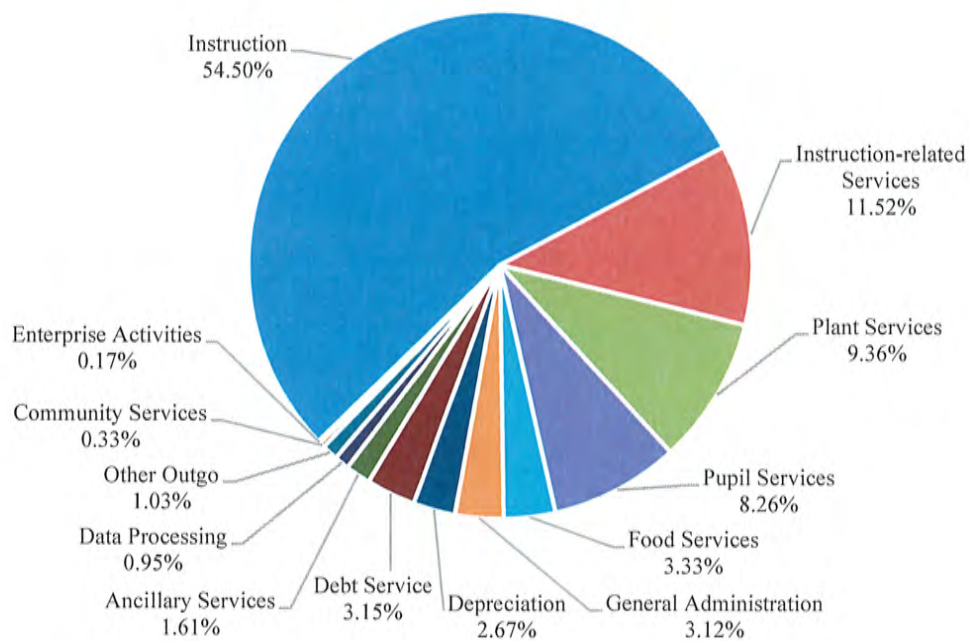
Statement of Activities

	Governmental Activities		
	2021	2020	Change
Program Revenues			
Charges for Services	\$1,382,148	\$2,480,798	(44.29%)
Operating Grants & Contributions	395,553,198	278,345,288	42.11%
General Revenues			
Taxes and Subventions	134,675,699	117,257,007	14.86%
Federal and State Aid, Unrestricted	721,734,074	734,182,674	(1.70%)
Interest and Investment Earnings	5,649,900	15,052,310	(62.46%)
Other General Revenues	9,833,800	8,758,794	12.27%
Capital Grants & Contributions	11,626,265	10,632,553	9.35%
Total Revenues	\$1,280,455,084	\$1,166,709,424	9.75%
Expenses			
Instruction	\$692,914,006	\$653,510,523	6.03%
Instructional Related	146,430,481	144,388,813	1.41%
Student Support Services	147,379,438	157,892,130	(6.66%)
General Administrative	51,670,044	50,313,284	2.70%
Maintenance and Operations	119,007,402	119,121,514	(0.10%)
Depreciation	33,957,505	32,274,542	5.21%
Other	80,104,984	76,312,703	4.97%
Total Expenses	\$1,271,463,860	\$1,233,813,509	3.05%
Change in Net Position	\$8,991,224	\$(67,104,085)	113.40%

Government-wide Revenue Fiscal Year 2020/21



Government-wide Expenses Fiscal Year 2020/21



Management's Discussion and Analysis

June 30, 2021

Governmental activities – Capital Project Funds for the District provide the same type of information presented in the government-wide financial statements but in greater detail. The following highlights significant activity in the District's Capital Project Funds for fiscal year 2020/21:

- The County School Facilities Fund spent \$81.6 million on projects (Measure Q – \$8.2 million, Measure X – \$57.4 million, Measure M – \$8.8 million, and savings from state facility projects totaling \$7.2 million)
- The County School Facilities Fund's major projects and activities included the following:
 - Construction and Maintenance major projects and activities totaling \$53.3 million:
 - Juan Herrera \$26.4 million
 - Fresno High \$6.3 million
 - Ericson Elementary \$4.7 million
 - Columbia Elementary \$3.2 million
 - Edison High \$3.0 million
 - Ewing Elementary \$2.1 million
 - Farber Campus \$1.9 million
 - Phoenix Secondary \$1.3 million
 - Vinland Elementary \$0.6 million
 - 19 other sites totaling \$3.8 million
 - Modernization Projects included the following sites totaling \$28.3 million:
 - McLane High \$5.5 million
 - Roosevelt High \$5.2 million
 - Hoover High \$2.6 million
 - Sunnyside High \$2.2 million
 - Farber Campus \$1.1 million
 - Energy Conservation \$1.1 million
 - Computech Middle \$1.0 million
 - Jackson Elementary \$0.9 million
 - Portable Classrooms \$0.8 million
 - 79 other sites totaling \$7.9 million

Financial Analysis of the District's Governmental Funds

As noted earlier, the District uses fund accounting to ensure and demonstrate compliance with finance related legal requirements.

The General Fund is the chief operating fund of the District. Student enrollment decreased by 1,151 students during the fiscal year. The funded average daily attendance (ADA) for fiscal year 2020/21 remained status quo from the 2019/20 fiscal year.

The Bond Interest and Redemption Fund has adequate resources accumulated to make the principal and interest payments.

The Cafeteria Fund's key elements that highlight the activities in the 2020/21 fiscal year are as follows:

- Over 24,740 breakfasts and 26,771 lunches per day were served, equating to 9.3 million meals annually which is a decrease of 2.3 million meals overall from the prior year due to school closures as of March 16, 2020.

Management's Discussion and Analysis

June 30, 2021

- The District received a grant for 60 elementary school sites to participate in the Fresh Fruit and Vegetable Program, making the District the largest grant recipient from the California Department of Education.
- The District continues to participate in the National School Lunch and School Breakfast Programs under the Community Eligibility Provision (CEP), which allows all students at every site to receive a healthy breakfast, lunch, and snack every day.
- Meals are served at 107 locations, utilizing 430 full and part-time employees. The volume of meals served has enabled the program to operate on Federal and State reimbursement without additional contribution from the Unrestricted General Fund.

General Fund Budgetary Highlights

The General Fund budget is composed of the unrestricted and restricted fund budgets. Restricted funds are grants or entitlements that have specified rules on how the funds can be spent. Unrestricted funds may be used as determined by the Board of Education. Education Code 41011 requires unified districts to spend at least 55% towards classroom compensation. In 2020/21, Fresno Unified spent 55.69% towards classroom compensation.

Over the course of the year, the District revised the annual operating budget six times. These budget amendments are authorized per Education Code 42601 and fall into the following categories:

- Changes made to recognize revenue anticipated/received from sources outside the District
- Changes made to recognize expenses

The District is required to present year-end projections at two different intervals (December and March).

The District, as a general rule, requires restricted budgets to stay within their State and/or Federal allocation. The major exceptions include Special Education, Ongoing & Major Maintenance Account and Medi-Cal. In addition to the State and/or Federal allocation, the District contributes Unrestricted General Fund resources to these programs.

Unrestricted Ending Balance

The prior year actual ending balance for 2019/20 was \$148 million. The current year actual ending balance is \$199 million, a gain of \$52 million. However, the adopted unrestricted ending balance for 2020/21 was \$116 million. The difference between the 2020/21 adopted ending balance and the 2020/21 actual ending balance is \$83 million and is mainly due to the following:

2019/20 Ending Fund Balance Impacts

- Actual General Fund expenditures in 2019/20 were lower than the adopted budget by \$11 million mainly due to:
 - Lower than anticipated expenditures in salaries
 - School site and department expenditures lower than anticipated
 - Offset by additional costs to serve adult meals during the pandemic
 - Additional revenue due to increased ADA
 - Additional one-time lottery and Medi-Cal Administrative Activity (MAA) revenue

2020/21 Impacts

- An increase in Local Control Funding Formula (LCFF) revenue of \$66 million due to an increase for the Cost of Living Adjustment (COLA) percentage after the State adopted the budget from (7.92%) to 0%

Management's Discussion and Analysis

June 30, 2021

- An increase in Federal, State, and local income of \$6 million mainly due to one-time MAA revenue, City of Fresno reimbursement of Adult Meals served during the pandemic, and Lottery funding allocated after the State adopted the budget
- Total expenditures change of \$0 was recognized due to the following changes:
 - Salaries were lower than anticipated by \$12 million
 - School site/department expenditures were lower than anticipated by \$19 million
 - Facilities project and school site/department carryover of \$10 million
 - Increased cost to provide a one-time contribution to Health Fund of \$8 million
 - Increased cost to provide a one-time salary payment and additional day of \$33 million

Management's Discussion and Analysis

June 30, 2021

The Board designated funds in the 2020/21 budget in the amount of \$82.2 million for future projects as follows:

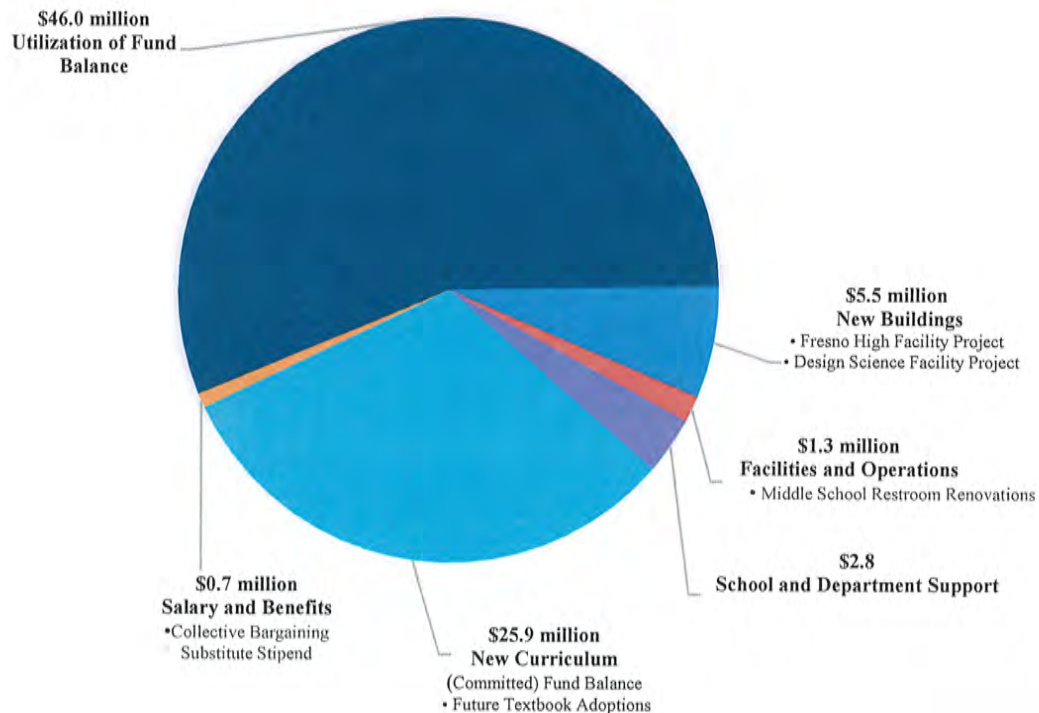
Committed Fund Balance:

Future Textbook Adoptions	\$25.9 million
---------------------------	----------------

Assigned Fund Balance:

Utilization of Fund Balance	\$46.0 million
Design Science Facility	\$5.1 million
Middle School Restrooms Renovations	\$1.3 million
School Site and Department Allocation Carryover	\$2.8 million
Collective Bargaining Substitute Stipend	\$0.7 million
Fresno High Facility Project	\$0.4 million

Board Adopted Projects for 2021/22



Management's Discussion and Analysis

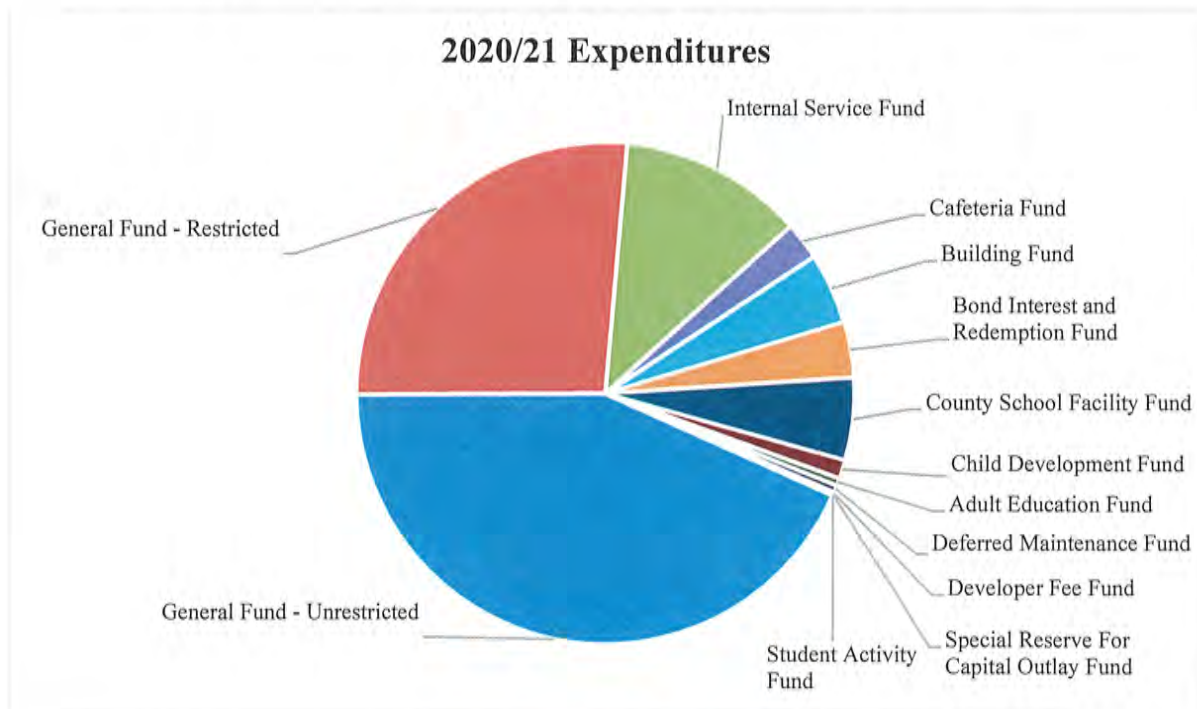
June 30, 2021

Total expenditures for 2020/21 were \$1.5 billion, representing an increase from 2019/20 of \$82.6 million as listed below (in millions):

Expenditures	2020/21 Unaudited Actuals Expense	2019/20 Unaudited Actuals Expense	Difference	Change
General Fund – Unrestricted	\$663.8	\$706.6	(42.8)	(6.06%)
General Fund – Restricted	406.5	315.8	90.7	28.72%
Internal Service Fund	183.8	190.4	(6.6)	(3.47%)
County School Facility Fund	81.6	50.3	31.3	62.23%
Building Fund	70.4	48.9	21.5	43.97%
Bond Interest and Redemption Fund	54.9	54.6	0.30	0.55%
Cafeteria Fund	37.4	49.1	(11.7)	(23.83%)
Child Development Fund	18.7	18.0	0.70	3.89%
Adult Education Fund	7.5	7.3	0.20	2.74%
Deferred Maintenance Fund	6.8	6.6	0.20	3.03%
Developer Fee Fund	2.6	1.7	0.90	52.94%
Student Activity Fund ^(A)	0.9	2.7	(1.8)	(67.15%)
Special Reserve for Capital Outlay Fund	0.2	0.5	(0.30)	(60.0%)
Retiree Benefit Fund ^(B)	-	-	-	- %
Total	\$1,535.1	\$1,452.5	\$82.6	5.7%

^(A) As of 2020/21, the Associated Student Body, now referred to as the Student Activity Fund, is included as governmental fund of the District, as these funds and related activities are considered nonfiduciary for the purposes of Statement No. 84 of the Governmental Accounting Standards Board (GASB).

^(B) The Retiree Benefit Fund is not included in the District's financial statements. The funds in the California Employers' Retiree Benefit Trust (CERBT) are held in trust and will be administered by the CalPERS as an agent multiple-employer plan. The District's contributions to the irrevocable trust are included in the CERBT, which is included in the CalPERS' Annual Comprehensive Financial Report (ACFR).



Management's Discussion and Analysis

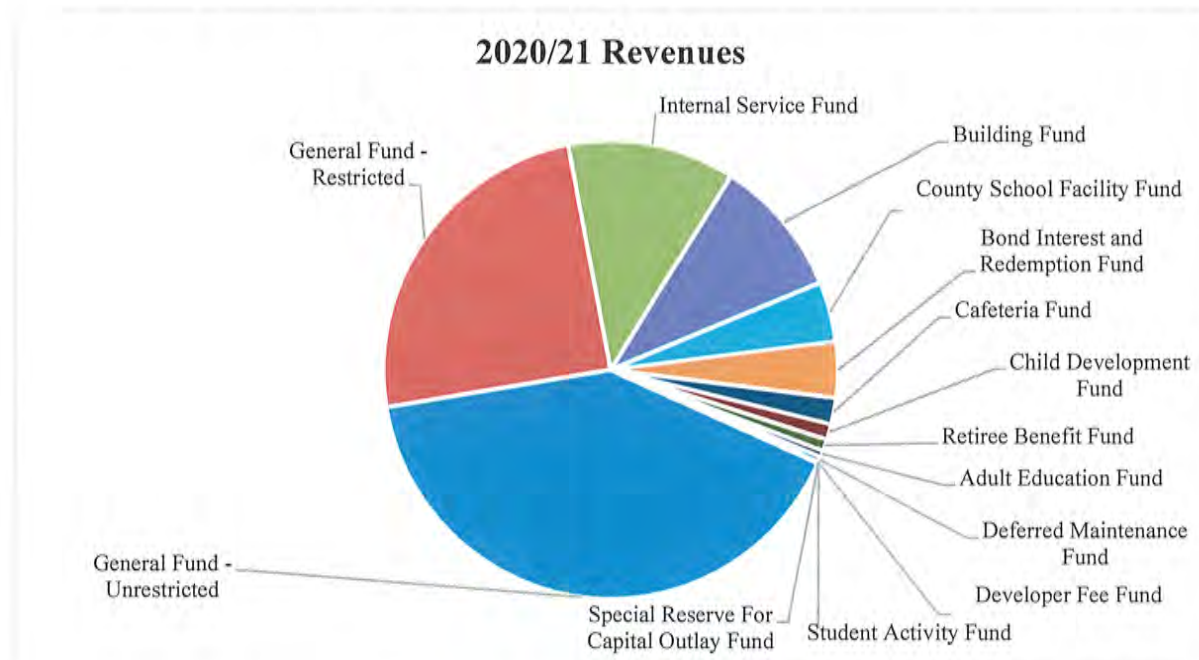
June 30, 2021

Total revenue for 2020/21 was \$1.7 billion, representing a decrease from 2019/20 of \$152.2 million as listed below (in millions):

Revenue	2020/21 Unaudited Actuals Revenue	2019/20 Unaudited Actuals Revenue	Difference	Change
General Fund - Unrestricted	\$715.4	\$713.5	\$1.9	0.3%
General Fund - Restricted	431.8	304.9	126.9	41.6%
Internal Service Fund	209.4	200.3	9.1	4.5%
Building Fund	172.9	77.4	95.5	123.4%
County School Facility Fund	74.9	53.1	21.8	41.1%
Bond Interest and Redemption Fund	69.2	164.0	(94.8)	(57.8%)
Cafeteria Fund	32.8	47.3	(14.5)	(30.7%)
Child Development Fund	19.4	18.0	1.4	7.8%
Retiree Benefit Fund ^(A)	14.6	6.2	8.4	135.5%
Adult Education Fund	7.7	8.0	(0.3)	(3.8%)
Deferred Maintenance Fund	6.8	6.6	0.2	(3.0%)
Developer Fee Fund	1.0	1.8	(0.8)	(44.4%)
Student Activity Fund ^(B)	0.5	3.1	(2.6)	(83.9%)
Special Reserve for Capital Outlay	0.1	0.1	0.0	(50.0%)
Total	\$1,756.5	\$1,604.3	\$152.2	9.5%

^(A) The Retiree Benefit Fund is not included in the District's financial statements. The funds in the CERBT are held in trust and will be administered by the CalPERS as an agent multiple-employer plan. The District's contributions to the irrevocable trust are included in the CERBT, which is included in the CalPERS' Annual Comprehensive Financial Report (ACFR).

^(B) As of 2020/21, the Associated Student Body, now referred to as the Student Activity Fund, is included as governmental fund of the District, as these funds and related activities are considered nonfiduciary for the purposes of Statement No. 84 of the Governmental Accounting Standards Board (GASB).



Management's Discussion and Analysis

June 30, 2021

Summary of Capital Assets

Governmental Activities,

Capital Assets	2021	2020	Change	Change
Land	\$66,411,797	\$66,411,797	\$ -	- %
Work-in-process	174,137,609	146,303,630	27,833,979	19.02%
Land improvements	108,837,432	99,542,837	9,294,595	9.34%
Buildings	1,086,427,714	1,034,518,751	51,908,963	5.02%
Equipment	42,044,028	40,884,402	1,159,626	2.84%
Capital Assets, cost	1,477,858,580	1,387,661,417	90,197,163	6.50%
Accumulated Depreciation	(506,832,010)	(474,479,892)	(32,352,118)	6.82%
Governmental Activities Capital Assets, net	\$971,026,570	\$913,181,525	\$57,845,045	6.33%

The District's investment in Capital Assets for its governmental activities as of June 30, 2021 was \$971 million (net of accumulated depreciation).

Capital Assets include land, land improvements, buildings, equipment, and work-in-progress. Capital Assets continued to grow in the governmental activities as District-wide construction continued due to utilization of Measure Q and Measure X funds.

Summary of Long-Term Liabilities

	2021	2020	Change	Change
Governmental Activities				
General Obligation Bonds	\$916,667,292	\$765,164,087	\$151,503,205	19.80%
Accreted Interest	90,937,175	76,783,778	14,153,397	18.43%
PG&E Energy Loans	-	52,959	(52,959)	(100.00%)
Unamortized Premiums	32,995,790	22,251,275	10,744,515	48.29%
Net OPEB liability	1,050,247,712	1,019,190,619	31,057,093	3.05%
Compensated Absences	5,290,111	4,534,280	755,831	16.67%
Net Pension Liability	993,525,000	942,203,000	51,322,000	5.45%
Governmental Activities Long-Term Liabilities	\$3,089,663,080	\$2,830,179,998	\$259,483,082	9.17%

As of June 30, 2021, the District had a total outstanding bonded debt of \$917 million backed by the full faith and credit of the District.

Total long-term debt for the District increased by \$259 million. The change in the long-term debt was due mainly to increases for the issuance of General Obligation Bonds of \$151 million, pension liability of \$51 million, accreted interest of \$14 million, OPEB of \$31 million, and unamortized premiums of \$10 million.

State statutes limit the amount of general obligation debt that the District may issue. At the end of the current fiscal year, the legal debt limit was 2.45%.

Management's Discussion and Analysis

June 30, 2021

Economic Factors and Budgets and Rates for 2021/22

The annual process to develop the District's budget begins in the fall with an update to the Board of Education and stakeholders regarding the District's Local Control and Accountability Plan (LCAP) actions and investment areas. For 2020/21, the LCAP process was modified due to school closures and a Learning Continuity Plan was required instead. The following January the Governor proposes the State budget. Since most of the District's revenue comes from the State, the District carefully derives assumptions from the Governor's proposal, guidance from the Fresno County Superintendent of Schools, and enrollment projections. The 2021/22 Proposed Budget includes recommendations that continue to balance the Board of Education's investments in extensive student programs, competitive employee compensation, and prudent fiscal responsibility.

On June 16, 2021, the Board of Education approved an Adopted Budget for fiscal year 2021/22. The Adopted Budget included an 8.22% unrestricted reserve.

- The major State assumptions are:
 - Statutory cost-of-living adjustment of 3.84%
 - The cash flow projected a positive balance of \$274.9 million on June 30, 2022
 - Educational Protection Account continues, as required by Proposition 30 (November 2012), which represents 19% (\$67 million) of the Local Control Funding Formula (LCFF)
 - The District is projected to be funded on the prior year ADA
 - LCFF Supplemental and Concentration funding of \$206 million
- The local assumptions are as follows:
 - The Elementary School Aligned Instructional System: Designated sites, instructional aides including kindergarten aides, police chaplains to increase safety, custodial, clerical supports, administrative support, and health care professionals including a registered nurse, licensed vocational nurse or health assistant
 - The Middle School Aligned Instructional System: Transition teachers and campus culture support, safety investments include campus assistants, custodial support, clerical support, administrative support, and health care professionals including a registered nurse and licensed vocational nurse or health assistant
 - The High School Aligned Instructional System: Professional learning, librarian, student engagement, campus culture assistant and athletic director support, safety investments include school resource officer, probation officer and campus assistants, custodial support including PE custodians, pool custodians and auditorium custodians, clerical supports including a library technician, administrative support, and health care professionals including a registered nurse and licensed vocational nurse on a daily basis
 - School Site Allocations: Investments for instructional classroom support, after-school activities/athletics, equipment and coaching contracts, as well as supplies for libraries.
 - Liability Rate: Increase to the liability rate from 0.93% to 1.15% to support increased claims
 - Technology Services: Increase investments to better support student and staff with self-wellbeing contracts, student Internet access, and technology
 - Special Education: Support of a third-year investment to support Special Education programs to reduce class size. In addition, 9 FTE were allocated to support expanded services and annual technology refresh
 - Psychological and Guidance increase of five Psychologists and support for on-call mental health response team
 - Health Services: Increased support of four additional registered nurses per the Collective Bargaining Agreement
 - Early Learning: Reorganization within the department, adding Project Manager, Child Welfare Assistant and Paraeducator offset with reductions to Attendance Technician and two Program Technicians
 - English Learners: Increase to convert part-time Community School Liaison to full time
 - Transportation: Increase in the First Student annual contract

Management's Discussion and Analysis

June 30, 2021

- Department of Prevention and Intervention: Increase for social emotional supports and additional Manager offset with increased Medi-Cal for Psychologist support claims
- Alternative Education: Add a principal to support the new eLearn Academy and add an Assistant Superintendent and classified support for Alternative Education schools
- Equity and Access: Support dual immersion assessments, grading initiative, cultural proficiency training and program evaluation. Add an Office Manager for department support
- Career Technical Education: Increase two Teachers on Special Assignment to support senior year redesign, one Internship Coordinator supported by the Strong Workforce Grant, and support to add Executive Director
- College and Career Readiness: Increase five Counselors to provide additional support at middle schools with high unduplicated counts and alternative education
- Visual and Performing Arts: Increase for high school theatre and dance
- Student Engagement: Increase support for African American engagement and add School Office Assistant offset with adjustments to supplemental contracts
- African American Academic Acceleration: Add a Teacher on Special Assignment to oversee the Springboard Literacy Program and increase support allocation to maintain program from expiring Low Performing Student Block Grant
- Advanced Coursework: Increase of one Program Manager
- Teacher Development: Add Project Manager, three Instructional Coaches supported by the Teacher Quality Partnership Grant
- Plant Operations: Increase of three Grounds Maintenance Workers to support additional tree maintenance and an increase for utilities
- Plant Maintenance: Add a Work Control Scheduler and an Inventory Control Coordinator
- Safety and Security: Increase Raptor School Visitor Management System, expand Safe-2-School contract and annual increases for police contracts. In addition, the School Neighborhood Resource Officers contract will not be renewed for 2021/22 and offset with an increase of sixteen Campus Safety Assistants
- Nutrition Services: Add Wellness Coordinator and support Fresh Fruits and Vegetables Grant for nine sites not receiving grant and provide milk to all students
- One-time allocations using recovery funds include:
 - Additional supports programed to address unfinished learning:
 - Allocate an additional Teacher at each elementary school to support class size reduction with a focus on literacy and math (K-3)
 - Allocate an additional Teacher at each comprehensive high school to support literacy in 9th grade
 - Allocate additional sections to expand credit recovery at the comprehensive high schools
 - Allocate additional sections to provide enrichment opportunities at all high schools and middle schools
 - All grade levels will receive 30 additional minutes of instruction in the first semester to address literacy and math
 - All elementary and middle school teachers will have the option to consider providing 30 minutes of instruction in the second semester to address literacy and math
 - An additional three days added to the academic calendar to provide opportunities for student engagement and staff professional learning
 - Early Learning support for summer programs for incoming Transitional Kindergarten and Kindergarten students, extended learning support, professional learning, learning program resources and technology to support online enrollment
 - Special Education support for summer and winter sessions, tutoring and interventions along with digital assessments
 - English Learner Services: Increase English Language instructional support, peer mentoring services and expansion of other translation services

Management's Discussion and Analysis

June 30, 2021

- Visual and Performing Arts: Instrument filters and choir masks, art supplies, and support for all 4-6th grades for Teacher Artist Residency
- Curriculum and Instruction: Includes digital platforms (K-2 Foundational Skills, Edgenuity district-wide licenses, Nearpod digital lessons, and Digital Math Fact), professional learning (Professional Learning Summit, math lesson design, summer school pilot, Smarter Balanced interim assessment training, and Unbound Education Standards Institute), PBS lessons, Tutor.com, FIRST K-3 reading licenses and student books
- Parent University: Increase for Pilot Program supporting African American families
- Summer School: Expand Winter and Summer Sessions to all sites, summer camp, library supports as well as one Principal on Special Assignment to oversee expansion
- College and Career Readiness: Increase for employability skills contract
- Prevention and Intervention: Support two hubs for social emotional support, increase to Care Solace Mental Health and Substance Abuse contract, increase Community Mentor Stipends. Support additional safe and supportive secondary school's expansion including site-based training for campus culture team members and social emotional counseling and training services
- Equity and Access: Support GATE assessments and development
- Library Services: Support of student supplemental reading materials
- Plant maintenance: Support to upgrade classroom ventilation
- African American Academic Acceleration: Additional Project Manager and funding to support Springboard Literacy Program for Middle School Development
- Health Services: Health Service contact tracing and pandemic supports
- Teacher Development: Increase for new teacher pipeline adding a Manager and Teacher on Special Assignment to oversee the program focusing on substitute learning, Teacher Academy expansion and tutoring, and Teacher Residency expansion. The new teacher supports include a new teacher conference, summer STEAM lab, Fresno Internship Credential Program, and Dual Immersion teacher training. The teacher leadership includes virtual coaching, ethnic studies institute, literacy/dual enrollment Master's Program, Coaching Institute, and Aspiring Teacher Leader cohort
- After School Programs: Expansion for after school offerings including elimination of fee-based program as well as three staff to maintain the expanded offerings and contracted services with Springboard
- Information Technology: Upgrade telecommunications system at school sites
- Classroom Baseline: Replace student combination desks and chairs
- Multi-Year Items:
 - Gate assessment and development
 - Future Textbook Adoptions: Commit for other subject areas to be identified in future years
 - Utilization of reserves in 2021/22 and 2022/23 to support a phased-in and balanced approach
 - STRS and PERS increased employer rates:

Year	STRS Employer Rate	PERS Employer Rate	Annual Increase/Decrease to District Contribution	Annual District Contribution
2021/22	16.92%	22.91%	\$5.3 million	\$83.3 million
2022/23	19.10%	26.30%	\$11.9 million	\$95.2 million
2023/24	19.10%	27.34%	\$1.0 million	\$96.2 million

Management's Discussion and Analysis

June 30, 2021

- Unemployment Rate – Increases from .05% to 1.23% in 2021/22 which equates to \$6.2 million. In 2022/23, the rate is anticipated at 0.20% which equates to a decrease of \$4.3 million
- An Unrestricted General Fund contribution of \$1.5 million and a \$2.0 million contribution from the Health Fund to the OPEB irrevocable trust for all years
- Benefit Rates:
 - Increase the Health rate in accordance with the current employee bargaining agreements by \$906 to \$20,254 per employee. For each active eligible employee, the contribution to the Health Fund is estimated to increase by \$366 in 2022/23, and an additional \$606 in 2023/24, equating to \$2.4 million and \$4.0 million accordingly
 - Workers' Compensation maintains the Liability Insurance rates to fund the reserve level at 74% for 2021/22

Employee Benefits

The District provides post-employment health benefits to all District employees (employed before July 1, 2005) and their dependents, with a minimum of 16 years of service who retire at a minimum of 57½ years of age. For employees hired on or after July 1, 2005, the District provides five years of post-employment medical benefits to District employees and their dependents, with a minimum of 25 years of service who retire at least 60 years of age. GASB 74 and GASB 75, are governmental accounting standards that direct how State and local governments will account for these benefits.

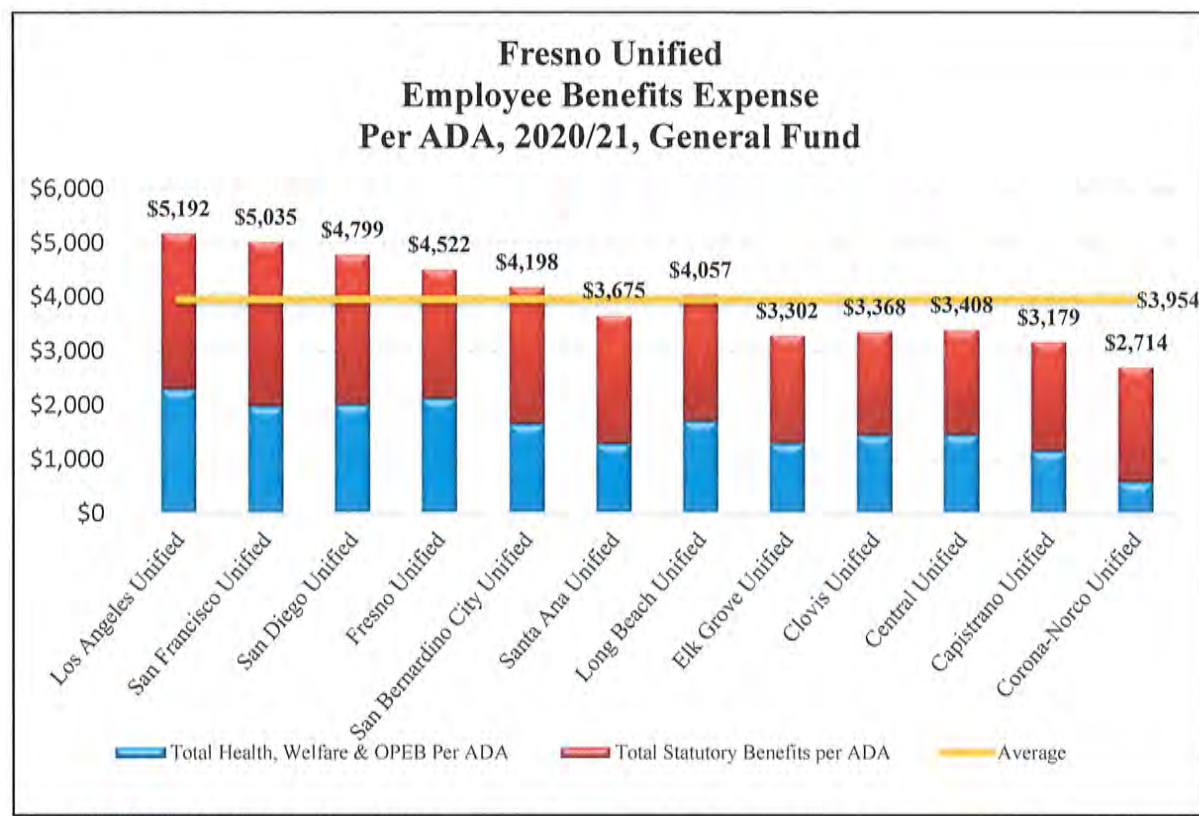
The District's most recent actuarial study calculated the total gross liability for post-employment benefits to be \$1.12 billion in October 2021 which is an increase of \$45.63 million since October 2020. The District established an irrevocable trust in 2013/14. The Trust Fund increased by \$14.57 million and at the end of 2019/20 had an ending fund balance of \$69.42 million. In 2021/22, the District plans to transfer \$3.5 million to the OPEB irrevocable trust. At June 30, 2021, the total net OPEB liability was \$1.05 billion.

Included in total employee statutory benefits are the District's contributions to CalPERS and CalSTRS on behalf of employees' pensions. The employer contribution rates for CalSTRS and CalPERS began to increase in 2014/15 from rates of 8.25% and 11.44% respectively. CalSTRS rates are currently legislated to increase through 2023/24 to 18.1% and CalPERS projects rate increases through 2026/27 to 26.2%.

Fresno Unified ranks fourth in spending for total employee benefits per ADA when compared to the largest ten districts in the State and two of the largest local districts. The District outspends the average by \$568/ADA. If the District spent at the State average of \$3,954/ADA, annual savings generated equates to \$38 million. Furthermore, the District's total benefits per ADA expense for 2020/21 increased by \$101 over 2019/20.

Management's Discussion and Analysis

June 30, 2021



Source: 2020/21 Unaudited Actual Standardized Account Code Structure
 Health and Welfare: Unaudited Actual Expenditure by Object, Health and Welfare Benefits (3401/3402); OPEB (3701, 3702, 3751, 3752); Divided by 2019/20 P-2 ADA

Net Pension Liability

The District contributes to CalSTRS and CalPERS on behalf of employees. GASB 68 is a governmental accounting standard that directs how state and local governments will account for these pensions. GASB 68 requires all employers to recognize their proportionate share of the long-term pension liability on their financial statements. The District has made the statutory contribution and does not make any investment decisions, as these are separately controlled governmental plans.

Contacting the District's Financial Management

This financial report is designed to provide our citizens, taxpayers, customers, investors, and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the resources it receives. If you have questions about this report or need additional financial information, contact the Office of the Chief Financial Officer, Office of Administrative Services at (559) 457-6226.

BASIC FINANCIAL STATEMENTS

FRESNO UNIFIED SCHOOL DISTRICT
STATEMENT OF NET POSITION
June 30, 2021

	Governmental Activities
ASSETS	
Cash and cash equivalents (Note 2)	\$ 638,347,565
Investments (Note 2)	227,302,826
Receivables	211,202,167
Prepaid expenses	3,840,990
Stores inventory	4,071,713
Non-depreciable capital assets (Note 4)	240,549,406
Depreciable capital assets, net of accumulated depreciation (Note 4)	<u>730,477,164</u>
Total assets	<u>2,055,791,831</u>
DEFERRED OUTFLOWS OF RESOURCES	
Deferred outflows of resources - pensions (Notes 8 and 9)	256,776,500
Deferred outflows of resources - loss from refunding of debt	9,199,542
Deferred outflows of resources - OPEB (Note 10)	<u>56,925,647</u>
Total deferred outflows	<u>322,901,689</u>
LIABILITIES	
Accounts payable and other current liabilities	192,266,270
Unearned revenue	41,529,668
Self-insurance claims liability (Note 5)	56,033,834
Long-term liabilities (Note 6):	
Due within one year	78,640,712
Due after one year	<u>3,011,022,368</u>
Total liabilities	<u>3,379,492,852</u>
DEFERRED INFLOWS OF RESOURCES	
Deferred inflows of resources - pensions (Notes 8 and 9)	47,411,000
Deferred inflows of resources - OPEB (Note 10)	<u>89,079,108</u>
Total deferred inflows	<u>136,490,108</u>
NET POSITION	
Net investment in capital assets	399,496,265
Restricted:	
Legally restricted programs	47,549,549
Capital projects	57,292,938
Debt service	288,473,495
Self insurance	66,413,715
Unrestricted	<u>(1,996,515,402)</u>
Total net position	<u><u>\$ (1,137,289,440)</u></u>

See accompanying notes to financial statements.

FRESNO UNIFIED SCHOOL DISTRICT
STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2021

		Program Revenues			Net (Expenses) Revenues and Changes in Net Position
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities
Governmental activities:					
Instruction	\$ 692,914,006	\$ 581,684	\$ 222,770,833	\$ 11,626,265	\$ (457,935,224)
Instruction-related services:					
Supervision of instruction	61,918,217	77,532	35,239,786	-	(26,600,899)
Instructional library and technology	13,505,430	-	9,324,565	-	(4,180,865)
School site administration	71,006,834	28,978	7,798,523	-	(63,179,333)
Pupil services:					
Home-to-school transportation	12,934,268	3,037	2,267,901	-	(10,663,330)
Food services	42,401,297	157,326	31,926,084	-	(10,317,887)
All other pupil services	92,043,873	227,943	51,401,188	-	(40,414,742)
General administration:					
Data processing	12,052,788	-	2,280,399	-	(9,772,389)
All other general administration	39,617,256	45,440	11,279,604	-	(28,292,212)
Plant services	119,007,402	248,800	10,928,691	-	(107,829,911)
Ancillary services	20,504,520	1,915	5,905,412	-	(14,597,193)
Community services	4,198,343	2,112	3,614,283	-	(581,948)
Enterprise activities	2,187,245	3,031	237,158	-	(1,947,056)
Interest on long-term liabilities	40,060,424	-	-	-	(40,060,424)
Other outgo	13,154,452	4,350	578,771	-	(12,571,331)
Depreciation (unallocated) (Note 4)	33,957,505	-	-	-	(33,957,505)
Total governmental activities	\$ 1,271,463,860	\$ 1,382,148	\$ 395,553,198	\$ 11,626,265	(862,902,249)
General revenues:					
Taxes and subventions:					
Taxes levied for general purposes					76,906,964
Taxes levied for debt service					56,167,756
Taxes levied for other specific purposes					1,600,979
Federal and state aid not restricted to specific purposes					721,734,074
Interest and investment earnings					5,649,900
Miscellaneous					9,833,800
Total general revenues					871,893,473
Change in net position					8,991,224
Net Position, July 1, 2020					(1,148,738,052)
Cumulative effect of GASB 84 implementation					2,457,388
Net Position, July 1, 2020, as restated					(1,146,280,664)
Net position, June 30, 2021					\$ (1,137,289,440)

See accompanying notes to financial statements.

FRESNO UNIFIED SCHOOL DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
June 30, 2021

	General Fund	Building Fund	Bond Interest and Redemption Fund	All Non-Major Funds	Total Governmental Funds
ASSETS					
Cash and cash equivalents:					
Cash in County					
Treasury	\$ 201,814,927	\$ 207,220,636	\$ 60,906,135	\$ 23,963,176	\$ 493,904,874
Cash in revolving fund	96,776	-	-	550	97,326
Cash on hand and in banks	12,363,479	-	-	6,016,314	18,379,793
Collections awaiting deposit	-	-	-	1,742	1,742
Investments	-	-	227,302,826	-	227,302,826
Receivables	202,586,353	640,839	264,534	7,002,491	210,494,217
Prepaid expenditures	977,806	-	-	-	977,806
Due from other funds	12,709,933	790,367	-	66,716,005	80,216,305
Stores inventory	2,528,519	-	-	1,543,194	4,071,713
	<u>2,528,519</u>	<u>-</u>	<u>-</u>	<u>1,543,194</u>	<u>4,071,713</u>
Total assets	<u>\$ 433,077,793</u>	<u>\$ 208,651,842</u>	<u>\$ 288,473,495</u>	<u>\$ 105,243,472</u>	<u>\$ 1,035,446,602</u>
LIABILITIES AND FUND BALANCES					
Liabilities:					
Accounts payable	\$ 159,217,549	\$ 5,000	\$ -	\$ 16,774,854	\$ 175,997,403
Unearned revenue	39,142,283	-	-	2,387,385	41,529,668
Due to other funds	5,524,925	63,522,600	-	10,927,638	79,975,163
	<u>5,524,925</u>	<u>63,522,600</u>	<u>-</u>	<u>10,927,638</u>	<u>79,975,163</u>
Total liabilities	<u>203,884,757</u>	<u>63,522,600</u>	<u>-</u>	<u>30,089,877</u>	<u>297,502,234</u>
Fund balances:					
Nonspendable	3,603,101	-	-	1,543,744	5,146,845
Restricted	29,688,892	145,124,242	288,473,495	73,609,851	536,896,480
Committed	25,900,000	-	-	-	25,900,000
Assigned	56,260,000	-	-	-	56,260,000
Unassigned	113,741,043	-	-	-	113,741,043
	<u>113,741,043</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>113,741,043</u>
Total fund balances	<u>229,193,036</u>	<u>145,124,242</u>	<u>288,473,495</u>	<u>75,153,595</u>	<u>737,944,368</u>
Total liabilities and fund balances	<u>\$ 433,077,793</u>	<u>\$ 208,651,842</u>	<u>\$ 288,473,495</u>	<u>\$ 105,243,472</u>	<u>\$ 1,035,446,602</u>

See accompanying notes to financial statements.

FRESNO UNIFIED SCHOOL DISTRICT
RECONCILIATION OF THE GOVERNMENTAL FUNDS
BALANCE SHEET TO THE STATEMENT OF NET POSITION
June 30, 2021

Total fund balances - Governmental Funds \$ 737,944,368

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used for governmental activities are not financial resources and, therefore, are not reported as assets in governmental funds. The cost of the assets is \$1,477,858,580 and the accumulated depreciation is \$506,832,010 (Note 4).

971,026,570

Long-term liabilities are not due and payable in the current period and, therefore, are not reported as liabilities in the funds. Long-term liabilities at June 30, 2021 consisted of (Note 6):

General Obligation Bonds	\$ (916,667,292)
Unamortized premiums	(32,995,790)
Accreted interest	(90,937,175)
Net OPEB liability (Note 10)	(1,050,247,712)
Net pension liability (Notes 8 and 9)	(993,525,000)
Compensated absences	<u>(5,290,111)</u>

(3,089,663,080)

Internal service funds are included in the government-wide financial statements.

66,413,715

Losses on refundings of debt are categorized as deferred outflows and are amortized over the shorter life of the refunded or refunding of the debt.

9,199,542

In government funds, deferred outflows and inflows of resources relating to pensions and OPEB are not reported because they are applicable to future periods. In the statement net position, deferred outflows and inflows of resources relating to pensions are reported.

Deferred outflows of resources - pensions (Note 8 and 9)	\$ 256,776,500
Deferred outflows of resources - OPEB (Note 10)	56,925,647
Deferred inflows of resources - pensions (Notes 8 and 9)	(47,411,000)
Deferred inflows of resources - OPEB (Note 10)	<u>(89,079,108)</u>

177,212,039

Unmatured interest on long-term liabilities is recognized in the period incurred.

(9,422,594)

Total net position - governmental activities

\$ (1,137,289,440)

See accompanying notes to financial statements.

FRESNO UNIFIED SCHOOL DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN
FUND BALANCES – GOVERNMENTAL FUNDS
For the Year Ended June 30, 2021

	General Fund	Building Fund	Bond Interest and Redemption Fund	All Non-Major Funds	Total Governmental Funds
Revenues:					
Local Control Funding Formula (LCFF):					
State apportionment	\$ 706,653,545	\$ -	\$ -	\$ -	\$ 706,653,545
Local sources	72,894,659	-	-	-	72,894,659
Total LCFF	779,548,204	-	-	-	779,548,204
Federal sources	167,002,772	-	-	30,005,886	197,008,658
Other state sources	171,938,651	-	403,665	39,490,004	211,832,320
Other local sources	21,935,956	1,545,984	56,596,286	4,560,676	84,638,902
Total revenues	1,140,425,583	1,545,984	56,999,951	74,056,566	1,273,028,084
Expenditures:					
Current:					
Certificated salaries	444,220,633	-	-	8,805,006	453,025,639
Classified salaries	148,682,788	-	-	17,975,284	166,658,072
Employee benefits	304,024,327	-	-	19,807,485	323,831,812
Books and supplies	76,577,451	-	-	13,677,294	90,254,745
Contract services and operating expenditures	79,521,336	1,418,966	-	17,789,329	98,729,631
Other outgo	2,648,022	-	-	-	2,648,022
Capital outlay	2,019,908	-	-	75,348,145	77,368,053
Debt service:					
Principal retirement	52,959	-	33,485,006	-	33,537,965
Interest	-	-	21,370,414	-	21,370,414
Total expenditures	1,057,747,424	1,418,966	54,855,420	153,402,543	1,267,424,353
Excess (deficiency) of revenues over (under) expenditures	82,678,159	127,018	2,144,531	(79,345,977)	5,603,731
Other financing (uses) sources:					
Transfers in	9,140,331	-	-	68,986,389	78,126,720
Transfers out	(14,808,419)	(68,986,389)	-	(2,331,912)	(86,126,720)
Proceeds from the sale of bonds	-	262,615,000	-	-	262,615,000
Debt issuance premiums	-	965,700	12,222,100	-	13,187,800
Deposit to refunding escrow	-	(92,230,520)	-	-	(92,230,520)
Total other financing (uses) sources	(5,668,088)	102,363,791	12,222,100	66,654,477	175,572,280
Net change in fund balances	77,010,071	102,490,809	14,366,631	(12,691,500)	181,176,011
Fund balances, July 1, 2020	152,182,965	42,633,433	274,106,864	85,387,707	554,310,969
Cumulative effect of GASB 84 implementation	-	-	-	2,457,388	2,457,388
Fund balance, July 1, 2020, as restated	152,182,965	42,633,433	274,106,864	87,845,095	556,768,357
Fund balances, June 30, 2021	\$ 229,193,036	\$ 145,124,242	\$ 288,473,495	\$ 75,153,595	\$ 737,944,368

See accompanying notes to financial statements.

FRESNO UNIFIED SCHOOL DISTRICT
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND
CHANGE IN FUND BALANCES – GOVERNMENTAL FUNDS –
TO THE STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2021

Net change in fund balances - Total Governmental Funds	\$ 181,176,011
Amounts reported for governmental activities in the statement of activities are different because:	
Acquisition of capital assets is an expenditure in the governmental funds, but increases capital assets in the statement of net position (Note 4).	\$ 92,028,291
Depreciation of capital assets is an expense that is not recorded in the governmental funds (Note 4).	(33,957,505)
In the governmental funds, proceeds from the issuance of debt are recognized as Other Financing Sources. In the government-wide statements, proceeds from debt are reported as increases to liabilities. Amounts recognized in governmental funds as proceeds from debt.	(262,615,000)
In the governmental funds, debt issued at a premium is recognized as an other financing source. In the government-wide statements debt issued at a premium is amortized as interest over the life of the debt (Note 6).	(10,744,515)
Repayment of principal on long-term liabilities is an expenditure in the governmental funds, but decreases the long-term liabilities in the statement of net position (Note 6).	111,164,754
Accreted interest is an expense that is not recorded in the governmental funds (Note 6).	(14,153,397)
Interest on long-term liabilities is recognized in the period it is incurred, in governmental funds it is only recognized when it is due.	1,283,498
Activities of the internal service fund are reported with governmental activities.	25,589,241
Losses on refundings of debt are categorized as deferred outflows and are amortized over the shortened life of the refunded or refunding of the debt.	6,685,877
In the governmental funds, OPEB is recognized when employers contributions are made. In the government-wide statements, other post-employment benefits are recognized on the accrual basis (Note 6 and 10).	(31,250,777)
If a planned capital project is canceled and will not be completed, costs previously capitalized as work-in-progress are written off to expense (Note 4).	(225,741)

(Continued).

FRESNO UNIFIED SCHOOL DISTRICT
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND
CHANGE IN FUND BALANCES – GOVERNMENTAL FUNDS –
TO THE STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2021

In the government funds, pension costs are recognized when employer contributions are made. In the statement of activities, pension costs are recognized on the accrual basis. This year, the difference between accrual -basis pension costs and actual employer contributions was (Note 8 and 9).	\$ (55,233,682)
In the statement of activities, expenses related to compensated absences are measured by the amounts earned during the year. In the governmental funds, expenditures are measured by the amount of financial resources used (Note 6).	<u>(755,831)</u> <u>\$ (172,184,787)</u>
Change in net position of governmental activities	<u>\$ 8,991,224</u>

See accompanying notes to financial statements.

FRESNO UNIFIED SCHOOL DISTRICT
STATEMENT OF NET POSITION – PROPRIETARY FUND
SELF-INSURANCE FUND – GOVERNMENTAL ACTIVITIES
June 30, 2021

ASSETS

Current assets:

Cash and investments (Note 2):	
Cash in County Treasury	\$ 122,900,045
Cash on hand and in banks	3,063,785
Receivables	707,950
Due from other funds (Note 3)	465,428
Prepaid expenditures	<u>2,863,184</u>
 Total current assets	 <u>130,000,392</u>

LIABILITIES

Current liabilities:

Accounts payable	6,846,273
Due to other funds (Note 3)	706,570
Self-insurance claims liability (Note 5)	<u>56,033,834</u>
 Total current liabilities	 <u>63,586,677</u>

NET POSITION

Net position - restricted	<u>\$ 66,413,715</u>
---------------------------	----------------------

See accompanying notes to financial statements.

FRESNO UNIFIED SCHOOL DISTRICT
STATEMENT OF CHANGE IN NET POSITION – PROPRIETARY FUND
SELF-INSURANCE FUND – GOVERNMENTAL ACTIVITIES
For the year ended June 30, 2021

Operating revenues:

Self insurance premiums	\$ 199,911,418
-------------------------	----------------

Operating expenses:

Classified salaries	1,609,978
Employee benefits	833,012
Books and supplies	23
Contract services	<u>179,338,299</u>

Total operating expenses	<u>181,781,312</u>
--------------------------	--------------------

Operating income	<u>18,130,106</u>
------------------	-------------------

Non-operating revenues (expense):

Interest income	1,459,135
Contribution to California Employers' Retiree Benefit Trust (CERBT)	<u>(2,000,000)</u>

Total non-operating (expense) revenues	(540,865)
--	-----------

Income before transfers	17,589,241
-------------------------	------------

Transfers from other District funds	<u>8,000,000</u>
-------------------------------------	------------------

Change in net position	25,589,241
------------------------	------------

Net position, July 1, 2020	<u>40,824,474</u>
----------------------------	-------------------

Net position, June 30, 2021	<u><u>\$ 66,413,715</u></u>
-----------------------------	-----------------------------

See accompanying notes to financial statements.

FRESNO UNIFIED SCHOOL DISTRICT
STATEMENT OF CHANGE CASH FLOWS – PROPRIETARY FUND
SELF-INSURANCE FUND – GOVERNMENTAL ACTIVITIES
For the year ended June 30, 2021

Cash flows from operating activities:	
Cash received from self-insurance premiums	\$ 187,841,149
Cash received from user charges	11,702,029
Cash paid for employee benefits	(181,606,688)
Cash paid for salaries	(2,442,990)
Cash paid for other expenses	<u>(23)</u>
Net cash provided by operating activities	<u>15,493,477</u>
Cash flows from noncapital financing activities:	
Transfers in from District funds	8,000,000
Contribution to CERBT	<u>(2,000,000)</u>
Net cash provided by noncapital financing activities	<u>6,000,000</u>
Cash flows provided by investing activities:	
Interest income received	<u>1,195,265</u>
Increase in cash and investments	22,688,742
Cash and investments, July 1, 2020	<u>103,275,088</u>
Cash and investments, June 30, 2021	<u>\$ 125,963,830</u>
Reconciliation of operating income to net cash provided by operating activities:	
Operating income	\$ <u>18,130,106</u>
Adjustments to reconcile operating income to net cash provided by operating activities:	
Increase in:	
Amount due from other funds	(368,240)
Prepaid expenditures	(582,388)
Increase (decrease) in:	
Accounts payable	2,655,106
Amount due to other funds	(79,844)
Unpaid claims and claim adjustment expenses	<u>(4,261,263)</u>
Total adjustments	<u>(2,636,629)</u>
Net cash provided by operating activities	<u>\$ 15,493,477</u>

See accompanying notes to financial statements.

FRESNO UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Fresno Unified School District (the "District") accounts for its financial transactions in accordance with the policies and procedures of the California Department of Education's California School Accounting Manual. The accounting policies of the District conform to accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board. The following is a summary of the more significant policies:

Reporting Entity: The Board of Education is the level of government which has governance responsibilities over all activities related to public school education in the Fresno Unified School District. The Board is not included in any other governmental "reporting entity" as defined by the Governmental Accounting Standards Board since Board members have decision-making authority, the power to designate management, the responsibility to significantly influence operations and primary accountability for fiscal matters.

The District receives funding from local, state and federal government sources and must comply with all the requirements of these funding source entities.

Basis of Presentation - Financial Statements: The basic financial statements include a Management's Discussion and Analysis (MD & A) section providing an analysis of the District's overall financial position and results of operations, financial statements prepared using full accrual accounting for all of the District's activities, including infrastructure, and a focus on the major funds.

Basis of Presentation - Government-Wide Financial Statements: The Statement of Net Position and the Statement of Activities displays information about the reporting government as a whole.

The Statement of Net Position and the Statement of Activities are prepared using the economic resources measurement focus and the accrual basis of accounting. Revenues, expenses, gains, losses, assets and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place. Revenues, expenses, gains, losses, assets and liabilities resulting from nonexchange transactions are recognized in accordance with the requirements of Governmental Accounting Standards Board Cod. Sec. N50.118-.121.

Program revenues: Program revenues included in the Statement of Activities derive directly from the program itself or from parties outside the District's taxpayers or citizenry, as a whole; program revenues reduce the cost of the function to be financed from the District's general revenues.

Allocation of indirect expenses: The District reports all direct expenses by function in the Statement of Activities. Direct expenses are those that are clearly identifiable with a function. Depreciation expense and interest on general long-term liabilities are considered indirect expenses and are reported separately on the Statement of Activities.

Basis of Presentation - Fund Accounting: The accounts of the District are organized on the basis of funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues, and expenditures or expenses, as appropriate. District resources are allocated to and accounted for in individual funds based upon the purpose for which they are to be spent and the means by which spending activities are controlled.

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

A - Major Funds

1 - *General Fund:*

The General Fund is the general operating fund of the District and accounts for all revenues and expenditures of the District not encompassed within other funds. All general tax revenues and other receipts that are not allocated by law or contractual agreement to some other fund are accounted for in this fund. General operating expenditures and the capital improvement costs that are not paid through other funds are paid from the General Fund.

2 - *Building Fund:*

The Building Fund is a capital project funds used to account for resources used for the acquisition of capital facilities by the District.

3 - *Bond Interest and Redemption Fund:*

The Bond Interest and Redemption Fund is a debt service fund used to account for resources used for the payment of general long-term liabilities principal, interest and related costs.

B - Other Funds

1 - *Special Revenue Funds:*

The Special Revenue Funds are used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specific purposes. This includes the Student Activity, Adult Education, Child Development, Cafeteria, and Deferred Maintenance Funds.

2 - *Capital Project Funds:*

The Capital Project Funds are used to account for resources used for the acquisition of capital facilities by the District. This includes the Capital Facilities, County School Facilities, and Special Reserve for Capital Outlay Projects Funds.

3 - *Self Insurance Fund:*

The Self-Insurance Fund is an internal service fund which is used to account for the District's property and liability claims, workers' compensation claims, and health benefits to current and retired employees, including medical, vision, dental and long-term sick leave. Included in the Self-Insurance Fund's nonoperating activities are contributions to fund the irrevocable OPEB trust fund and interest income.

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Basis of Accounting: Basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and reported in the basic financial statements. Basis of accounting relates to the timing of the measurement made, regardless of the measurement focus applied.

Accrual: Governmental activities in the government-wide financial statements and the proprietary and fiduciary fund financial statements are presented on the accrual basis of accounting. Revenues are recognized when earned and expenses are recognized when incurred.

Modified Accrual: The governmental funds financial statements are presented on the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual; i.e., both measurable and available. "Available" means collectible within the current period or within 60 days after year end. Expenditures are generally recognized under the modified accrual basis of accounting when the related liability is incurred. The exception to this general rule is that principal and interest on general obligation long-term liabilities, if any, is recognized when due.

Budgets and Budgetary Accounting: By state law, the Board of Education must adopt a final budget by July 1. A public hearing is conducted to receive comments prior to adoption. The Board of Education complied with these requirements.

Receivables: Receivables are made up principally of amounts due from the State of California for the Local Control Funding Formula and categorical programs. The District has determined that no allowance for doubtful accounts was needed as of June 30, 2021.

Stores Inventory: Stores inventory in the General and Cafeteria Funds consists mainly of consumable supplies and instructional materials held for future use and are valued at average cost. Inventories are recorded as expenditures at the time individual inventory items are transferred from the warehouse to schools and offices.

Capital Assets: Capital assets purchased or acquired, with an original cost of \$15,000 or more, or an original cost of \$5,000 or more when purchased with Federal resources, are recorded at historical cost or estimated historical cost. Contributed assets are reported at acquisition value for the contributed asset. Additions, improvements and other capital outlay that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred. Capital assets are depreciated using the straight-line method over 2 - 50 years depending on asset types.

Interfund Activity: Interfund activity is reported as either loans, services provided, reimbursements or transfers. Loans are reported as interfund receivables and payables as appropriate and are subject to elimination upon consolidation. Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures/expenses. Reimbursements are when one fund incurs a cost, charges the appropriate benefiting fund and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers. Transfers between governmental or proprietary funds are netted as part of the reconciliation to the government-wide financial statements.

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Deferred Outflows/Inflows of Resources: In addition to assets, the Statement of Net Position includes a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s), and as such will not be recognized as an outflow of resources (expense/expenditures) until then. The District has recognized a deferred loss on refunding reported, which is in the statement of net position. A deferred loss on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shortened life of the refunded or refunding debt. Additionally, the District has recognized deferred outflows of resources related to the recognition of the pension and OPEB liabilities reported, which are in the Statement of Net Position.

In addition to liabilities, the Statement of Net Position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element represents an acquisition of net position that applies to a future period(s) and as such, will not be recognized as an inflow of resources (revenue) until that time. The District has recognized deferred inflows of resources related to the recognition of the pension and OPEB liabilities reported, which are in the Statement of Net Position.

Pensions: For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the State Teachers' Retirement Plan (STRP) and Public Employers Retirement Fund B (PERF B) and additions to/deductions from STRP's and PERF B's fiduciary net position have been determined on the same basis as they are reported by STRP and PERF B. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms.

Certain investments are reported at fair value. The following is a summary of pension amounts in the aggregate:

	<u>STRP</u>	<u>PERF B</u>	<u>Total</u>
Deferred outflows of resources	\$ 196,526,257	\$ 60,250,243	\$ 256,776,500
Deferred inflows of resources	\$ 47,411,000	\$ -	\$ 47,411,000
Net pension liability	\$ 698,344,000	\$ 295,181,000	\$ 993,525,000
Pension expense	\$ 149,846,259	\$ 54,512,892	\$ 204,359,151

Compensated Absences: Compensated absences benefits are recorded as a liability of the District. The liability of \$5,290,111 is for the earned but unused benefits.

Accumulated Sick Leave: Sick leave benefits are accumulated for each employee. The employees do not gain a vested right to accumulated sick leave. Accumulated employee sick leave benefits are not recognized as liabilities of the District since cash payment of such benefits is not probable. Therefore, sick leave benefits are recorded as expenditures in the period that sick leave is taken.

Unearned Revenue: Revenue from federal, state, and local special projects and programs is recognized when qualified expenditures have been incurred. Funds received but not earned are recorded as unearned revenue until earned.

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Net Position: Net position is displayed in three components:

1. *Net Investment in Capital Assets* – Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances (excluding unspent bond proceeds) of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.
2. *Restricted Net Position* - Restrictions of the ending net position indicate the portions of net position not appropriate for expenditure or amounts legally segregated for a specific future use. The restriction for legally restricted programs represents the portion of net position restricted to specific program expenditures. The restriction for debt service represents the portion of net position available for the retirement of debt. The restriction for capital projects represents the portion of net position restricted for capital projects. The restriction for self-insurance represents the portion of net position restricted for the District's property and liability claims, workers' compensation claims and health benefits to current and retired employees. It is the District's policy to use restricted net position first when allowable expenditures are incurred.
3. *Unrestricted Net Position* – All other net position that do not meet the definitions of "restricted" or "net investment in capital assets".

Fund Balance Classifications: Governmental Accounting Standards Board Codification Sections 1300 and 1800, Fund Balance Reporting and Governmental Fund Type Definitions (GASB Cod. Sec. 1300 and 1800) implements a five-tier fund balance classification hierarchy that depicts the extent to which a government is bound by spending constraints imposed on the use of its resources. The five classifications, discussed in more detail below, are nonspendable, restricted, committed, assigned and unassigned.

A - Nonspendable Fund Balance:

The nonspendable fund balance classification reflects amounts that are not in spendable form, such as revolving fund cash, prepaid expenditures and stores inventory.

B - Restricted Fund Balance:

The restricted fund balance classification reflects amounts subject to externally imposed and legally enforceable constraints. Such constraints may be imposed by creditors, grantors, contributors, or laws or regulations of other governments, or may be imposed by law through constitutional provisions or enabling legislation. These are the same restrictions used to determine restricted net position as reported in the government-wide and proprietary fund statements.

C - Committed Fund Balance:

The committed fund balance classification reflects amounts subject to internal constraints self-imposed by formal action of the Board of Education. The constraints giving rise to committed fund balance must be imposed no later than the end of the reporting period. The actual amounts may be determined subsequent to that date but prior to the issuance of the financial statements. Formal action by the Board of Education is required to remove any commitment from any fund balance.

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

D - Assigned Fund Balance:

The assigned fund balance classification reflects amounts that the District's Board of Education has approved to be used for specific purposes, based on the District's intent related to those specific purposes. The Board of Education can designate personnel within the District to assign fund balances. At June 30, 2021, the District had assigned a portion of the fund balance for the General Fund.

E - Unassigned Fund Balance:

In the General Fund only, the unassigned fund balance classification reflects the residual balance that has not been assigned to other funds and that is not restricted, committed, or assigned to specific purposes.

In any fund other than the General Fund, a positive unassigned fund balance is never reported because amounts in any other fund are assumed to have been assigned, at least, to the purpose of that fund. However, deficits in any fund, including the General Fund that cannot be eliminated by reducing or eliminating amounts assigned to other purposes are reported as negative unassigned fund balance.

Fund Balance Policy: The District has an expenditure policy relating to fund balances. For purposes of fund balance classifications, expenditures are to be spent from restricted fund balances first, followed in order by committed fund balances (if any), assigned fund balances and lastly unassigned fund balances.

While GASB Cod. Sec. 1300 and 1800 do not require districts to establish a minimum fund balance policy or a stabilization arrangement, GASB Cod. Sec. 1300 and 1800 do require the disclosure of a minimum fund balance policy and stabilization arrangements, if they have been adopted by the Board of Education. On July 30, 2008, the Board approved Board Policy 3100 establishing levels for the general fund reserve for economic uncertainties of five percent to ten percent of total expenditures.

Property Taxes: Secured property taxes are attached as an enforceable lien on property as of January 1. Taxes are due in two installments on or before December 10 and April 10. Unsecured property taxes are due in one installment on or before August 31. The County of Fresno bills and collects taxes for the District. Tax revenues are recognized by the District when received.

Encumbrances: Encumbrance accounting is used in all budgeted funds to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts, and other commitments when they are written. Encumbrances are liquidated when the commitments are paid. All encumbrances are liquidated at June 30.

Eliminations and Reclassifications: In the process of aggregating data for the Statement of Net Position and the Statement of Activities, some amounts reported as interfund activity and balances in the funds were eliminated or reclassified. Interfund receivables and payables were eliminated to minimize the "grossing up" effect on assets and liabilities within the governmental activities column.

Estimates: The preparation of basic financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions. These estimates and assumptions affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures or expenses during the reporting period. Accordingly, actual results may differ from those estimates.

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

New Accounting Pronouncements: In January 2017, the GASB issued GASB Statement No. 84, *Fiduciary Activities*. The principal objective of this Statement is to enhance the consistency and comparability of fiduciary activity reporting by state and local governments. The provisions in GASB Statement No. 84 are effective for reporting periods beginning after December 15, 2019. Based on the implementation of GASB Statement No. 84, the District restated its beginning net position of governmental activities as well as the aggregate remaining fund information beginning fund balance for a total of \$2,457,388.

NOTE 2 - CASH AND INVESTMENTS

District cash and investments at June 30, 2021 consisted of the following:

	Governmental Activities		
	Governmental Funds	Proprietary Fund	Total
Pooled Funds:			
Cash in County Treasury	\$ 493,904,874	\$ 122,900,045	\$ 616,804,919
Deposits:			
Cash on hand and in banks	18,379,793	3,063,785	21,443,578
Cash in revolving fund	97,326	-	97,326
Collections awaiting deposit	1,742	-	1,742
Total deposits	18,478,861	3,063,785	21,542,646
Investments	227,302,826	-	227,302,826
Total cash and investments	<u>\$ 739,686,561</u>	<u>\$ 125,963,830</u>	<u>\$ 865,650,391</u>

Pooled Funds: In accordance with Education Code Section 41001, the District maintains substantially all of its cash in the interest-bearing Fresno County Treasurer's Pooled Investment Fund. The District is considered to be an involuntary participant in an external investment pool. The fair value of the District's investment pool is reported in the financial statements at amounts based upon the District's pro-rata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

Because the District's deposits are maintained in a recognized pooled investment fund under the care of a third party and the District's share of the pool does not consist of specific, identifiable investment securities owned by the District, no disclosure of the individual deposits and investments or related custodial credit risk classifications is required.

In accordance with applicable state laws, the Fresno County Treasurer may invest in derivative securities with the State of California. However, at June 30, 2021, the Fresno County Treasurer has represented that the Pooled Investment Fund contained no derivatives or other investments with similar risk profiles.

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 2 - CASH AND INVESTMENTS (Continued)

Deposits - Custodial Credit Risk: The District limits custodial credit risk by ensuring uninsured balances are collateralized by the respective financial institution. Cash balances held in banks are insured up to \$250,000 by the Federal Deposit Insurance Corporation (FDIC) and are collateralized by the respective financial institution. At June 30, 2021, the carrying amount of the District's accounts was \$21,297,446 and the bank balances were \$25,180,241. The total uninsured bank balance at June 30, 2021 was \$23,995,827.

Cash balances held in credit unions are insured by the National Credit Union Association. At June 30, 2021, the carrying amount of the District's accounts was \$245,200 and the credit union balances were \$258,475. The total uninsured credit union balance at June 30, 2021 was \$8,475.

Investments: In October 2016 and October 2019, the District issued crossover refunding bonds and the bond proceeds were deposited into an irrevocable escrow fund to be funded, invested and held. Amounts held in the escrow fund will be applied to (a) pay respective interest due on the 2016 and 2019 Refunding Bonds to and including the crossover dates, and (b) on the crossover dates, pay the redemption price of the refunded prior bonds. The amounts Investments at June 30, 2021 are reported at fair value and consisted of the following:

	<u>Rating</u>	<u>2021</u>
Investments:		
U.S. Treasury Notes	Aaa	\$ 226,840,997
Foreign Issues	N/A	<u>461,829</u>
Total investments		<u>\$ 227,302,826</u>

Investment security ratings reported as of June 30, 2021 are defined by Moody's.

The following presents information about the District's assets measured at fair value on a recurring basis as of June 30, 2021, and indicates the fair value hierarchy of the valuation techniques utilized by the District to determine such fair value based on the hierarchy:

Level 1 – Quoted market prices or identical instruments traded in active exchange markets.

Level 2 – Significant other observable inputs such as quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques for which all significant assumptions are observable or can be corroborated by observable market data.

Level 3 – Significant unobservable inputs that reflect a reporting entity's own assumptions about the methods that market participants would use in pricing an asset or liability.

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 2 - CASH AND INVESTMENTS (Continued)

The District is required or permitted to record the following assets at fair value on a recurring basis:

<u>Description</u>	2021			
	<u>Fair Value</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
U.S. Treasury Notes	\$ 226,840,997	\$ -	\$ 226,840,997	\$ -
Foreign Issues	461,829	-	461,829	-
	<u>\$ 227,302,826</u>	<u>\$ -</u>	<u>\$ 227,302,826</u>	<u>\$ -</u>

The District's investments are generally classified in Level 2 of the fair value hierarchy because they are valued using broker or dealer quotations, or alternative pricing sources with reasonable level of price transparency. The types of investments valued based on observable inputs includes U.S. Treasury Notes and Foreign Issues are classified within level 2 of the fair value hierarchy.

The District had no non-recurring assets and no liabilities at June 30, 2021 which were required to be disclosed using the fair value hierarchy.

Investment Interest Rate Risk: The District's investment policy does not limit investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Maturities of investments held at June 30, 2021 consist of the following:

	Maturity			
	<u>Fair Value</u>	<u>Less Than One Year</u>	<u>One Year through Five Years</u>	<u>Six Years through Ten Years</u>
Investments securities:				
U.S. Treasury Notes	\$ 226,840,997	\$ 166,633,487	\$ 60,207,510	\$ -
Foreign Issues	461,829	461,829	-	-
Total	<u>\$ 227,302,826</u>	<u>\$ 167,095,316</u>	<u>\$ 60,207,510</u>	<u>\$ -</u>

Investment Credit Risk: The District's investment policy limits investment choices to obligations of the United States Treasury, sweep accounts and trustee banks and guaranteed investment contracts. At June 30, 2021, all investments represented U.S. Treasury Notes and Foreign Issue Notes which were issued, registered and held by the Escrow Agent.

Concentration of Investment Credit Risk: At June 30, 2021, the District had \$226,840,997 in U.S. Treasury Notes which represented more than five percent of the District's total investments.

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 3 - INTERFUND TRANSACTIONS

Interfund Activity: Transactions between funds of the District are recorded as interfund transfers. The unpaid balances at year end, as a result of such transactions, are shown as due to and due from other funds.

Interfund Receivables/Payables: Individual fund interfund receivable and payable balances at June 30, 2021 were as follows:

Fund	Interfund <u>Receivables</u>	Interfund <u>Payables</u>
<u>Governmental Activities</u>		
Major Funds:		
General	\$ 12,709,933	\$ 5,524,925
Building	790,367	63,522,600
Non-Major Funds:		
Student Activities	11,085	9,240
Adult Education	143,380	1,292,863
Child Development	5,872	2,883,756
Cafeteria	1,913,586	3,956,451
Deferred Maintenance	408,419	44,298
Capital Facilities	-	102,143
County School Facilities	62,947,025	2,398,393
Special Reserve for Capital Outlay Projects	1,286,638	240,494
Proprietary Fund:		
Self-Insurance	<u>465,428</u>	<u>706,570</u>
Total	<u>\$ 80,681,733</u>	<u>\$ 80,681,733</u>

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 3 - INTERFUND TRANSACTIONS (Continued)

Transfers: Transfers consists of operating transfers from funds receiving revenue to funds through which the resources are to be expended.

Transfers for the 2020-21 fiscal year were as follows:

Transfer from the Building Fund to the County School Facilities Fund to contribute the local share by project.	\$ 62,177,970
Transfer from the General Fund to the Deferred Maintenance Fund for the State Deferred Allocation, as received in the General Fund	6,808,419
Transfer from the Building Fund to the General Fund to contribute to Routine Restricted Maintenance.	6,808,419
Transfer from the Cafeteria Fund to the General Fund for indirect costs.	1,404,577
Transfer from the Child Development Fund to the General Fund for indirect costs.	696,451
Transfer from the Adult Education Fund to the General Fund for indirect costs.	202,615
Transfer from the Capital Facilities Fund to the General Fund for indirect costs.	28,269
Transfer from the General Fund to the Self-Insurance Fund to support District-provided healthcare plans.	<u>8,000,000</u>
	<u>\$ 86,126,720</u>

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 4 - CAPITAL ASSETS

A schedule of changes in capital assets for the year ended June 30, 2021 is shown below:

	Balance July 1, <u>2020</u>	Transfers and <u>Additions</u>	Transfers and <u>Deletions</u>	Balance June 30, <u>2021</u>
<u>Governmental Activities</u>				
Non-depreciable:				
Land	\$ 66,411,797	\$ -	\$ -	\$ 66,411,797
Work-in-process	146,303,630	90,868,665	63,034,686	174,137,609
Depreciable:				
Land improvements	99,542,837	9,294,595	-	108,837,432
Buildings	1,034,518,751	53,514,350	1,605,387	1,086,427,714
Equipment	<u>40,884,402</u>	<u>1,159,626</u>	<u>-</u>	<u>42,044,028</u>
Totals, at cost	<u>1,387,661,417</u>	<u>154,837,236</u>	<u>64,640,073</u>	<u>1,477,858,580</u>
Less accumulated depreciation:				
Land improvements	(53,436,881)	(4,568,387)	-	(58,005,268)
Buildings	(392,478,552)	(26,942,554)	(1,605,387)	(417,815,719)
Equipment	<u>(28,564,459)</u>	<u>(2,446,564)</u>	<u>-</u>	<u>(31,011,023)</u>
Total accumulated depreciation	<u>(474,479,892)</u>	<u>(33,957,505)</u>	<u>(1,605,387)</u>	<u>(506,832,010)</u>
Governmental activities capital assets, net	<u>\$ 913,181,525</u>	<u>\$ 120,879,731</u>	<u>\$ 63,034,686</u>	<u>\$ 971,026,570</u>

Depreciation expense was charged to governmental activities for the year end June 30, 2021 as follows:

Governmental activities:	
Unallocated	<u>\$ 33,957,505</u>

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 5 - SELF-INSURANCE

The District has established a self-insurance fund to account for the risk of loss for property and liability, workers' compensation, and employee health benefits. For the year ended June 30, 2021, the District was self-insured up to \$2,000,000 for each workers' compensation claim, \$350,000 for each property claim, and \$1,000,000 for each liability claim. The District purchased commercial excess insurance for claims above the self-insured retention.

The property and liability claims liability of \$3,143,815 is based on an actuarial projected estimate at June 30, 2021, discounted at .25%. The workers' compensation claims liability of \$31,001,698 is based on an actuarial projected estimate at June 30, 2021, discounted at 1.0%. The health claims liability of \$21,888,321 is based on an actuarial projected estimate at June 30, 2021, discounted at 3.0% - 6.0%. The liability for all programs include a component for unallocated loss adjustment expenses. Settled claims resulting from these risks have not exceeded insurance coverage in any of the past three fiscal years. Changes in the claims liability for the years ended June 30, 2021 and 2020 were as follows:

	Property and <u>Liability</u>	Workers' Compen- <u>sation</u>	<u>Health</u>	<u>Total</u>
Claims liability at June 30, 2019	\$ 1,818,770	\$ 37,543,179	\$ 19,771,885	\$ 59,133,834
Incurring claims	4,484,895	6,119,459	172,499,268	183,103,622
Paid claims	<u>(4,393,956)</u>	<u>(6,013,684)</u>	<u>(171,534,719)</u>	<u>(181,942,359)</u>
Claims liability at June 30, 2020	<u>1,909,709</u>	<u>37,648,954</u>	<u>20,736,434</u>	<u>60,295,097</u>
Incurring claims	5,525,302	(8,289,097)	173,403,488	170,639,693
Paid claims	<u>(4,291,196)</u>	<u>1,641,841</u>	<u>(172,251,601)</u>	<u>(174,900,956)</u>
Claims liability at June 30, 2021	<u>\$ 3,143,815</u>	<u>\$ 31,001,698</u>	<u>\$ 21,888,321</u>	<u>\$ 56,033,834</u>

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 6 - LONG-TERM LIABILITIES

General Obligation Bonds

<u>Series</u>	<u>Interest Rate %</u>	<u>Date of Issuance</u>	<u>Maturity Date</u>	<u>Amount of Original Issuance</u>	<u>Outstanding July 1, 2020</u>	<u>Issued Current Year</u>	<u>Redeemed Current Year</u>	<u>Outstanding June 30, 2021</u>
1999 Series C	4.5 - 5.125%	1999	2023	\$ 40,640,000	\$ 6,805,000	\$ -	\$ 2,910,000	\$ 3,895,000
2002 Series A	2.25 - 6.0%	2002	2027	65,485,000	27,215,000	-	4,305,000	22,910,000
2004 GO Refunding 1995 Series B	1.70 - 5.25%	2004	2028	58,040,000	23,290,000	-	3,120,000	20,170,000
2001 Series F	5.48%	2009	2026	29,429,022	14,866,065	-	2,160,006	12,706,059
2010 GO Refunding	2.0 - 4.0%	2010	2023	12,040,000	3,870,000	-	1,385,000	2,485,000
2010 Measure Q Series A	4.726 - 5.876%	2011	2030	29,561,373	28,861,373	-	-	28,861,373
2001 Measure K Series G	5.39 - 11.814%	2011	2042	55,570,915	55,570,915	-	-	55,570,915
2010 Measure Q Series B	2.0 - 5.25%	2011	2042	50,434,849	41,204,849	-	2,310,000	38,894,849
2012 GO Refunding Series A	1.0 - 4.5%	2012	2023	39,895,000	29,150,000	-	25,685,000	3,465,000
2012 GO Refunding Series B	0.805 - 4.5%	2012	2022	32,390,000	6,080,000	-	3,750,000	2,330,000
2010 Measure Q Series C	2% - 5.5%	2012	2047	54,997,540	45,105,385	-	-	45,105,385
2010 Measure Q Series D	3.56% - 5.11%	2014	2021	59,996,789	54,306,789	-	54,306,789	-
2015 GO Refunding	2.0% - 5.0%	2015	2031	14,555,000	11,795,000	-	660,000	11,135,000
2010 Series E Current Interest	2.0% - 5.0%	2015	2046	49,565,000	42,990,000	-	1,775,000	41,215,000
2010 Series E Capital Appreciation	2.0% - 5.0%	2015	2032	5,433,095	5,433,095	-	-	5,433,095
2016 GO Refunding Series A	3.13% - 3.6%	2016	2042	60,480,000	60,480,000	-	-	60,480,000
2010 Measure Q Series F	2.0% - 4.0%	2016	2042	30,010,000	25,890,000	-	-	25,890,000
2016 GO Refunding Series B	4.0% - 5.0%	2016	2047	59,590,988	59,590,988	-	-	59,590,988
2016 Series A Current Interest	2.0% - 5.0%	2018	2044	38,500,000	32,050,000	-	-	32,050,000
2016 Series A Capital Appreciation	2.0% - 5.0%	2018	2039	21,496,623	21,496,623	-	-	21,496,623
2019 GO Refunding	2.317 - 3.756%	2019	2042	103,738,005	103,738,005	-	-	103,738,005
2016 Measure X Series B	3.0 - 4.0%	2019	2045	75,000,000	65,375,000	-	8,745,000	56,630,000
2016 Measure X Series C	2.5 - 4.0%	2021	2044	45,000,000	-	45,000,000	-	45,000,000
2016 Measure X Series D	2.0 - 3.0%	2021	2037	45,000,000	-	45,000,000	-	45,000,000
2020 Measure M Series A	3.0 - 4.0%	2021	2056	80,000,000	-	80,000,000	-	80,000,000
2020 GO Refunding	0.237 - 3.013%	2021	2048	92,615,000	-	92,615,000	-	92,615,000
				<u>\$ 1,249,464,199</u>	<u>\$ 765,164,087</u>	<u>\$ 262,615,000</u>	<u>\$ 111,111,795</u>	<u>\$ 916,667,292</u>

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 6 - LONG-TERM LIABILITIES (Continued)

The annual payments required to amortize the 1999, Series C, General Obligation Bonds outstanding as of June 30, 2021, are as follows:

<u>Year Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ 3,075,000	\$ 207,090	\$ 3,282,090
2023	820,000	24,190	844,190
	<u>\$ 3,895,000</u>	<u>\$ 231,280</u>	<u>\$ 4,126,280</u>

The annual payments required to amortize the 2002, Series A, General Obligation Bonds outstanding as of June 30, 2021, are as follows:

<u>Year Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ 4,580,000	\$ 1,363,200	\$ 5,943,200
2023	4,880,000	1,087,800	5,967,800
2024	5,180,000	794,400	5,974,400
2025	5,500,000	483,000	5,983,000
2026	2,550,000	152,400	2,702,400
2027	220,000	6,600	226,600
	<u>\$ 22,910,000</u>	<u>\$ 3,887,400</u>	<u>\$ 26,797,400</u>

The annual payments required to amortize the 2004 Refunding, Series 95B, General Obligation Bonds outstanding as of June 30, 2021, are as follows:

<u>Year Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ 3,275,000	\$ 1,035,426	\$ 4,310,426
2023	3,425,000	871,426	4,296,426
2024	3,585,000	699,301	4,284,301
2025	3,815,000	510,037	4,325,037
2026	3,985,000	309,487	4,294,487
2027-2028	2,085,000	103,424	2,188,424
	<u>\$ 20,170,000</u>	<u>\$ 3,529,101</u>	<u>\$ 23,699,101</u>

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 6 - LONG-TERM LIABILITIES (Continued)

In December 2009, the District issued Qualified School Construction Bonds (QSCB) through the Central Valley Support Services Joint Powers Agency (CVSS) with proceeds of \$41,397,820. Also in December 2009, the District issued 2001, Series F, General Obligation Bonds with proceeds of \$29,429,022. The proceeds from Series F were sold to CVSS for the purpose of completing the District's obligation to repay the outstanding QSCB balance. The District incurred \$720,142 in expenses related to the cost of issuance of the QSCB and Series F. The remaining proceeds from the QSCB totaling \$11,248,656 was deposited in the District Building Fund for use on District construction projects approved under Measure K.

<u>Year Ending</u> <u>June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ 2,276,840	\$ 634,138	\$ 2,910,978
2023	2,400,086	505,943	2,906,029
2024	2,530,083	370,807	2,900,890
2025	2,667,218	228,350	2,895,568
2026	2,831,832	77,621	2,909,453
	<u>\$ 12,706,059</u>	<u>\$ 1,816,859</u>	<u>\$ 14,522,918</u>

In October 2010, the District issued 2010 General Obligation Refunding Bonds totaling \$12,040,000. The proceeds of the 2010 General Obligation Refunding Bonds were used to refund portions of the 2001, Series D, General Obligation Bonds. The District also received a total premium of \$789,371 which will be amortized over 20 years. The annual payments required to amortize the 2010 General Obligation Refunding Bonds payable, outstanding as of June 30, 2021, are as follows:

<u>Year Ending</u> <u>June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ 1,420,000	\$ 71,000	\$ 1,491,000
2023	1,065,000	21,300	1,086,300
	<u>\$ 2,485,000</u>	<u>\$ 92,300</u>	<u>\$ 2,577,300</u>

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 6 - LONG-TERM LIABILITIES (Continued)

In October 2011, the District issued QSCBs through CVSS with proceeds of \$39,770,000. Also in October 2011, the District issued 2010, Series A, General Obligation Bonds with proceeds of \$29,561,373. The proceeds from Series A were sold to CVSS for the purpose of completing the District's obligation to repay the outstanding QSCB balance. The District incurred \$665,000 in expenses related to the cost of issuance of the QSCB and Series A. The remaining proceeds from the QSCB totaling \$9,543,627 was deposited in the District Building Fund for use on District construction projects approved under Measure Q.

Year Ending <u>June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ -	\$ 1,154,455	\$ 1,154,455
2023	2,246,998	1,109,515	3,356,513
2024	2,769,658	1,009,181	3,778,839
2025	2,840,596	896,977	3,737,573
2026	3,414,810	771,869	4,186,679
2027-2030	17,589,311	1,481,118	19,070,429
	<u>\$ 28,861,373</u>	<u>\$ 6,423,115</u>	<u>\$ 35,284,488</u>

The annual payments required to amortize the 2001 Series G, Capital Appreciation General Obligation Bonds payable, outstanding as of June 30, 2021, are as follows:

Year Ending <u>June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ 48,704	\$ 388,145	\$ 436,849
2023	275,006	558,909	833,915
2024	507,177	564,731	1,071,908
2025	633,362	835,970	1,469,332
2026	764,698	2,209,277	2,973,975
2027-2031	14,838,394	33,841,793	48,680,187
2032-2036	19,388,605	68,285,637	87,674,242
2037-2041	16,193,706	88,262,798	104,456,504
2042	2,921,263	9,889,368	12,810,631
	<u>\$ 55,570,915</u>	<u>\$ 204,836,628</u>	<u>\$ 260,407,543</u>

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 6 - LONG-TERM LIABILITIES (Continued)

The annual payments required to amortize the 2010 Series B, Current Interest General Obligation Bonds payable, outstanding as of June 30, 2021, are as follows:

Year Ending June 30,	Principal	Interest	Total
2022	\$ 3,585,000	\$ 573,150	\$ 4,158,150
2023	3,015,000	426,075	3,441,075
2024	3,155,000	267,881	3,422,881
2025	3,525,000	92,531	3,617,531
2026	1,618,974	2,086,026	3,705,000
2027	1,525,142	2,299,858	3,825,000
	<u>\$ 16,424,116</u>	<u>\$ 5,745,521</u>	<u>\$ 22,169,637</u>

The annual payments required to amortize the 2010 Series B, Capital Appreciation General Obligation Bonds payable, outstanding as of June 30, 2021, are as follows:

Year Ending June 30,	Principal	Interest	Total
2028-2031	\$ 5,962,074	\$ 12,672,926	\$ 18,635,000
2032-2036	8,331,696	28,435,178	36,766,874
2037-2041	6,926,096	36,860,072	43,786,168
2042	1,250,867	8,469,133	9,720,000
	<u>\$ 22,470,733</u>	<u>\$ 86,437,309</u>	<u>\$ 108,908,042</u>

The annual payments required to amortize the 2012 Refunding General Obligation Bonds, Series A, outstanding as of June 30, 2021, are as follows:

Year Ending June 30,	Principal	Interest	Total
2022	\$ 1,690,000	\$ 1,021,669	\$ 2,711,669
2023	1,775,000	491,822	2,266,822
	<u>\$ 3,465,000</u>	<u>\$ 1,513,491</u>	<u>\$ 4,978,491</u>

The annual payments required to amortize the 2012 Refunding General Obligation Bonds, Series B, outstanding as of June 30, 2021, are as follows:

Year Ending June 30,	Principal	Interest	Total
2022	\$ 2,330,000	\$ 40,775	\$ 2,370,775

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 6 - LONG-TERM LIABILITIES (Continued)

The annual payments required to amortize the 2010 Measure Q, Series C, outstanding as of June 30, 2021, are as follows:

Year Ending June 30,	Principal	Interest	Total
2022	\$ -	\$ 1,707,200	\$ 1,707,200
2023	-	1,707,200	1,707,200
2024	-	1,707,200	1,707,200
2025	-	1,707,200	1,707,200
2026	-	1,707,200	1,707,200
2027-2031	790,339	9,985,661	10,776,000
2032-2036	3,878,378	18,417,622	22,296,000
2037-2041	3,484,598	22,906,401	26,390,999
2042-2046	20,737,070	46,665,885	67,402,955
2047	16,215,000	445,913	16,660,913
	<u>\$ 45,105,385</u>	<u>\$ 106,957,482</u>	<u>\$ 152,062,867</u>

The annual payments required to amortize the 2015 Refunding General Obligation Bonds, outstanding as of June 30, 2021, are as follows:

Year Ending June 30,	Principal	Interest	Total
2022	\$ 685,000	\$ 345,750	\$ 1,030,750
2023	735,000	320,525	1,055,525
2024	765,000	293,544	1,058,544
2025	2,370,000	255,313	2,625,313
2026	765,000	210,388	975,388
2027-2031	5,815,000	594,443	6,409,443
	<u>\$ 11,135,000</u>	<u>\$ 2,019,963</u>	<u>\$ 13,154,963</u>

The annual payments required to amortize the 2010 Series E, Current Interest General Obligation Bonds payable, outstanding as of June 30, 2021, are as follows:

Year Ending June 30,	Principal	Interest	Total
2022	\$ 1,380,000	\$ 1,648,844	\$ 3,028,844
2023	-	1,614,344	1,614,344
2024	-	1,614,344	1,614,344
2025	-	1,614,344	1,614,344
2026	-	1,614,344	1,614,344
2027-2031	-	8,071,719	8,071,719
2032-2036	4,805,000	7,743,591	12,548,591
2037-2041	10,520,000	6,273,088	16,793,088
2042-2046	24,510,000	2,714,454	27,224,454
	<u>\$ 41,215,000</u>	<u>\$ 32,909,072</u>	<u>\$ 74,124,072</u>

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 6 - LONG-TERM LIABILITIES (Continued)

The annual payments required to amortize the 2010 Series E, Capital Appreciation General Obligation Bonds payable, outstanding as of June 30, 2021, are as follows:

Year Ending June 30,	Principal	Interest	Total
2025	\$ 675,063	\$ 219,937	\$ 895,000
2026	662,569	267,431	930,000
2027-2031	3,641,510	2,493,490	6,135,000
2032	453,953	471,047	925,000
	<u>\$ 5,433,095</u>	<u>\$ 3,451,905</u>	<u>\$ 8,885,000</u>

In October 2016, the District issued the 2016 Refunding General Obligation Bonds, Series A and Series B (Crossover Refunding) in the amount of \$60,480,000 and \$59,590,988, respectively. Proceeds from the Refunding Bonds will be applied for the purpose of advance refunding, on a crossover basis, certain maturities of the District's Election of 2010, Series B and Series C General Obligation Bonds. At the crossover dates for the Series A and Series B Refunding General Obligation Bonds, August 1, 2021 and August 1, 2023, respectively, the proceeds from the Series A and Series B Refunding General Obligation Bonds will be used to repay the Election of 2010, Series B and Series C, at which time they will be considered defeased.

The annual payments required to amortize the 2016 Refunding General Obligation Bonds, Series A, outstanding as of June 30, 2021, are as follows:

Year Ending June 30,	Principal	Interest	Total
2022	\$ -	\$ 2,475,850	\$ 2,475,850
2023	-	2,475,850	2,475,850
2024	-	2,475,850	2,475,850
2025	-	2,475,850	2,475,850
2026	-	2,475,850	2,475,850
2027-2031	2,640,000	12,313,250	14,953,250
2032-2036	19,085,000	9,836,225	28,921,225
2037-2041	30,840,000	4,884,000	35,724,000
2042	7,915,000	158,300	8,073,300
	<u>\$ 60,480,000</u>	<u>\$ 39,571,025</u>	<u>\$ 100,051,025</u>

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 6 - LONG-TERM LIABILITIES (Continued)

The annual payments required to amortize the 2010 Election of 2010, Series F, outstanding as of June 30, 2021 are as follows:

Year Ending June 30,	Principal	Interest	Total
2022	\$ -	\$ 840,050	\$ 840,050
2023	-	840,050	840,050
2024	-	840,050	840,050
2025	-	840,050	840,050
2026	-	840,050	840,050
2027-2031	1,745,000	4,166,800	5,911,800
2032-2036	8,855,000	3,135,125	11,990,125
2037-2041	12,165,000	1,438,275	13,603,275
2042	3,125,000	46,875	3,171,875
	<u>\$ 25,890,000</u>	<u>\$ 12,987,325</u>	<u>\$ 38,877,325</u>

The annual payments required to amortize the 2016 Refunding General Obligation Bonds, Series B, outstanding as of June 30, 2021, are as follows:

Year Ending June 30,	Principal	Interest	Total
2022	\$ -	\$ 1,649,600	\$ 1,649,600
2023	-	1,649,600	1,649,600
2024	-	1,649,600	1,649,600
2025	-	1,649,600	1,649,600
2026	-	1,649,600	1,649,600
2027-2031	426,640	8,476,359	8,902,999
2032-2036	3,314,467	10,768,533	14,083,000
2037-2041	4,583,343	13,579,657	18,163,000
2042-2046	36,401,538	22,653,762	59,055,300
2047	14,865,000	297,300	15,162,300
	<u>\$ 59,590,988</u>	<u>\$ 64,023,611</u>	<u>\$ 123,614,599</u>

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 6 - LONG-TERM LIABILITIES (Continued)

The annual payments required to amortize the 2016 Series A, Current Interest General Obligation Bonds payable, outstanding as of June 30, 2021, are as follows:

<u>Year Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ -	\$ 1,474,300	\$ 1,474,300
2023	-	1,474,300	1,474,300
2024	-	1,474,300	1,474,300
2025	-	1,474,300	1,474,300
2026	-	1,474,300	1,474,300
2027-2031	-	7,371,500	7,371,500
2032-2036	-	7,371,500	7,371,500
2037-2041	13,760,000	6,381,500	20,141,500
2042-2044	18,290,000	1,171,950	19,461,950
	<u>\$ 32,050,000</u>	<u>\$ 29,667,950</u>	<u>\$ 61,717,950</u>

The annual payments required to amortize the 2016 Series A, Capital Appreciation General Obligation Bonds payable, outstanding as of June 30, 2021, are as follows:

<u>Year Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2028-2031	\$ 7,923,603	\$ 3,566,397	\$ 11,490,000
2032-2036	9,733,763	8,271,237	18,005,000
2037-2039	3,839,257	4,650,743	8,490,000
	<u>\$ 21,496,623</u>	<u>\$ 16,488,377</u>	<u>\$ 37,985,000</u>

The annual payments required to amortize the 2019 General Obligation Refunding Bonds payable, outstanding as of June 30, 2021, are as follows:

<u>Year Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 599,980	\$ 55,020	\$ 655,000
2025	802,445	102,555	905,000
2026	1,034,613	170,387	1,205,000
2027-2031	23,316,263	7,357,133	30,673,396
2032-2036	36,160,715	22,677,491	58,838,206
2037-2041	34,894,781	35,451,527	70,346,308
2042	6,929,208	8,670,792	15,600,000
	<u>\$ 103,738,005</u>	<u>\$ 74,484,905</u>	<u>\$ 178,222,910</u>

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 6 - LONG-TERM LIABILITIES (Continued)

The annual payments required to amortize the 2016 Series B General Obligation Bonds payable, outstanding as of June 30, 2021, are as follows:

Year Ending <u>June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ 2,790,000	\$ 2,015,150	\$ 4,805,150
2023	-	1,959,350	1,959,350
2024	-	1,959,350	1,959,350
2025	-	1,959,350	1,959,350
2026	-	1,959,350	1,959,350
2027-2031	6,865,000	9,280,250	16,145,250
2032-2036	12,805,000	7,227,650	20,032,650
2037-2041	19,205,000	4,089,350	23,294,350
2042-2044	<u>14,965,000</u>	<u>689,025</u>	<u>15,654,025</u>
	<u>\$ 56,630,000</u>	<u>\$ 31,138,825</u>	<u>\$ 87,768,825</u>

The annual payments required to amortize the 2016 Series C General Obligation Bonds payable, outstanding as of June 30, 2021, are as follows:

Year Ending <u>June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ 8,705,000	\$ 1,302,575	\$ 10,007,575
2023	-	1,172,000	1,172,000
2024	-	1,172,000	1,172,000
2025	-	1,172,000	1,172,000
2026	-	1,172,000	1,172,000
2027-2031	6,405,000	5,191,100	11,596,100
2032-2036	8,480,000	3,794,650	12,274,650
2037-2041	12,210,000	2,117,500	14,327,500
2042-2044	<u>9,200,000</u>	<u>350,625</u>	<u>9,550,625</u>
	<u>\$ 45,000,000</u>	<u>\$ 17,444,450</u>	<u>\$ 62,444,450</u>

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 6 - LONG-TERM LIABILITIES (Continued)

The annual payments required to amortize the 2016 Series D General Obligation Bonds payable, outstanding as of June 30, 2021, are as follows:

Year Ending June 30,	Principal	Interest	Total
2022	\$ -	\$ 128,056	\$ 128,056
2023	3,380,000	1,024,450	4,404,450
2024	5,130,000	956,850	6,086,850
2025	3,435,000	854,250	4,289,250
2026	2,810,000	785,550	3,595,550
2027-2031	12,530,000	3,106,350	15,636,350
2032-2036	14,330,000	1,765,100	16,095,100
2037	3,385,000	101,550	3,486,550
	<u>\$ 45,000,000</u>	<u>\$ 8,722,156</u>	<u>\$ 53,722,156</u>

The annual payments required to amortize the 2020 Series A General Obligation Bonds payable, outstanding as of June 30, 2021, are as follows:

Year Ending June 30,	Principal	Interest	Total
2022	\$ 5,225,000	\$ 335,541	\$ 5,560,541
2023	9,035,000	2,527,575	11,562,575
2024	1,800,000	2,166,175	3,966,175
2025	-	2,094,175	2,094,175
2026	-	2,094,175	2,094,175
2027-2031	490,000	10,470,875	10,960,875
2032-2036	4,030,000	10,095,875	14,125,875
2037-2041	7,330,000	9,041,475	16,371,475
2042-2046	11,735,000	7,242,675	18,977,675
2047-2051	17,035,000	4,972,650	22,007,650
2052-2056	23,320,000	2,184,750	25,504,750
	<u>\$ 80,000,000</u>	<u>\$ 53,225,941</u>	<u>\$ 133,225,941</u>

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 6 - LONG-TERM LIABILITIES (Continued)

In September 2020, the District issued the 2020 Refunding General Obligation Bonds (2020 Refunding Bonds) totaling \$92,615,000. The proceeds from the 2020 Refunding Bonds were issued for the purpose of refunding certain maturities of the 2012 Refunding General Obligation Bonds, Series B, and all remaining maturities of the 2010 GO Bonds, Series D. As a result of the refunding, the District in effect reduced its aggregate debt service payments by \$10,795,298, and obtained an economic gain of \$7,216,656.

The annual payments required to amortize the 2020 Refunding General Obligation Bonds payable, outstanding as of June 30, 2021, are as follows:

Year Ending June 30,	Principal	Interest	Total
2022	\$ 990,000	\$ 2,159,293	\$ 3,149,293
2023	415,000	2,157,317	2,572,317
2024	3,775,000	2,147,794	5,922,794
2025	2,215,000	2,131,111	4,346,111
2026	3,875,000	2,106,311	5,981,311
2027-2031	15,615,000	9,889,782	25,504,782
2032-2036	9,810,000	8,828,067	18,638,067
2037-2041	13,840,000	7,290,377	21,130,377
2042-2046	16,150,000	5,220,474	21,370,474
2047-2048	25,930,000	1,048,825	26,978,825
	<u>\$ 92,615,000</u>	<u>\$ 42,979,351</u>	<u>\$ 135,594,351</u>

Schedule of Changes in Long-Term Liabilities: A schedule of changes in long-term liabilities for the fiscal year ended June 30, 2021 is shown below:

Governmental Activities	Balance at July 1, 2020	Additions	Deletions	Balance at June 30, 2021	Amounts Due Within One Year
<u>Debt:</u>					
General Obligation Bonds	\$ 765,164,087	\$ 262,615,000	\$ 111,111,795	\$ 916,667,292	\$ 77,365,393
Unamortized premiums	22,251,275	13,187,800	2,443,285	32,995,790	1,174,022
Accreted interest	76,783,778	17,549,972	3,396,575	90,937,175	101,297
PG&E energy savings loans	52,959	-	52,959	-	-
<u>Other long-term liabilities:</u>					
Net OPEB liability (Note 10)	1,019,190,619	45,627,927	14,570,834	1,050,247,712	-
Net pension liability (Notes 8 and 9)	942,203,000	51,322,000	-	993,525,000	-
Compensated absences	4,534,280	755,831	-	5,290,111	-
Totals	<u>\$ 2,830,179,998</u>	<u>\$ 391,058,530</u>	<u>\$ 131,575,448</u>	<u>\$ 3,089,663,080</u>	<u>\$ 78,640,712</u>

Payments on the General Obligation Bonds are made from the Bond Interest Redemption Fund. Payments on the PG&E Energy Savings Loans are made from the General Fund. Payments on the compensated absences, other postemployment benefits and net pension liability are made from the fund for which the related employee worked.

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 7 - FUND BALANCES

Fund balances, by category, at June 30, 2021 consisted of the following:

	General Fund	Building Fund	Bond Interest and Redemption Fund	All Non-Major Funds	Total
Nonspendable:					
Revolving cash fund	\$ 96,776	\$ -	\$ -	\$ 550	\$ 97,326
Prepaid expenditures	977,806	-	-	-	977,806
Stores inventory	2,528,519	-	-	1,543,194	4,071,713
Subtotal nonspendable	3,603,101	-	-	1,543,744	5,146,845
Restricted:					
Legally restricted:					
Grants	29,688,892	-	-	-	29,688,892
Student activities	-	-	-	2,046,885	2,046,885
Adult ed programs	-	-	-	1,744,973	1,744,973
Cafeteria operations	-	-	-	11,821,660	11,821,660
Other	-	-	-	703,395	703,395
Capital projects	-	145,124,242	-	57,292,938	202,417,180
Debt service	-	-	288,473,495	-	288,473,495
Subtotal restricted	29,688,892	145,124,242	288,473,495	73,609,851	536,896,480
Committed:					
Textbook Adoption	25,900,000	-	-	-	25,900,000
Assigned:					
Reserve for future operations	46,000,000	-	-	-	46,000,000
Design Science Facility	5,060,000	-	-	-	5,060,000
Middle school restroom renovation	1,280,000	-	-	-	1,280,000
School site carryover	2,820,000	-	-	-	2,820,000
Other assignments	1,100,000	-	-	-	1,100,000
Subtotal assigned	56,260,000	-	-	-	56,260,000
Unassigned:					
Designated for economic uncertainty	113,741,043	-	-	-	113,741,043
Total fund balances	\$ 229,193,036	\$ 145,124,242	\$ 288,473,495	\$ 75,153,595	\$ 737,944,368

(Continued)

NOTE 8 – NET PENSION LIABILITY – STATE TEACHERS' RETIREMENT PLAN

General Information about the State Teachers' Retirement Plan

Plan Description: Teaching-certified employees of the District are provided with pensions through the State Teachers' Retirement Plan (STRP) – a cost-sharing multiple-employer defined benefit pension plan administered by the California State Teachers' Retirement System (CalSTRS). The Teachers' Retirement Law (California Education Code Section 22000 et seq.), as enacted and amended by the California Legislature, established this plan and CalSTRS as the administrator. The benefit terms of the plans may be amended through legislation. CalSTRS issues a publicly available financial report that can be obtained at <http://www.calstrs.com/comprehensive-annual-financial-report>.

Benefits Provided: The STRP Defined Benefit Program has two benefit formulas:

- CalSTRS 2% at 60: Members first hired on or before December 31, 2012, to perform service that could be creditable to CalSTRS.
- CalSTRS 2% at 62: Members first hired on or after January 1, 2013, to perform service that could be creditable to CalSTRS.

The Defined Benefit (DB) Program provides retirement benefits based on members' final compensation, age and years of service credit. In addition, the retirement program provides benefits to members upon disability and to survivors/beneficiaries upon the death of eligible members. There are several differences between the two benefit formulas which are noted below.

CalSTRS 2% at 60

CalSTRS 2% at 60 members are eligible for normal retirement at age 60, with a minimum of five years of credited service. The normal retirement benefit is equal to 2.0 percent of final compensation for each year of credited service. Early retirement options are available at age 55 with five years of credited service or as early as age 50 with 30 years of credited service. The age factor for retirements after age 60 increases with each quarter year of age to 2.4 percent at age 63 or older. Members who have 30 years or more of credited service receive an additional increase of up to 0.2 percent to the age factor, up to the 2.4 percent maximum.

CalSTRS calculates retirement benefits based on a one-year final compensation for members who retired on or after January 1, 2001, with 25 or more years of credited service, or for classroom teachers with less than 25 years of credited service if the employer elected to pay the additional benefit cost prior to January 1, 2014. One-year final compensation means a member's highest average annual compensation earnable for 12 consecutive months calculated by taking the creditable compensation that a member could earn in a school year while employed on a fulltime basis, for a position in which the person worked. For members with less than 25 years of credited service, final compensation is the highest average annual compensation earnable for any 36 consecutive months of credited service.

CalSTRS 2% at 62

CalSTRS 2% at 62 members are eligible for normal retirement at age 62, with a minimum of five years of credited service. The normal retirement benefit is equal to 2.0 percent of final compensation for each year of credited service. An early retirement option is available at age 55. The age factor for retirement after age 62 increases with each quarter year of age to 2.4 percent at age 65 or older.

All CalSTRS 2% at 62 members have their final compensation based on their highest average annual compensation earnable for 36 consecutive months of credited service.

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 8 – NET PENSION LIABILITY – STATE TEACHERS' RETIREMENT PLAN (Continued)

Contributions: Required member, employer and state contribution rates are set by the California Legislature and Governor and detailed in Teachers' Retirement Law. Contribution rates are expressed as a level percentage of payroll using the entry age normal actuarial cost method.

In June 2019, California Senate Bill 90 (SB 90) was signed into law and appropriated approximately \$2.2 billion in fiscal year 2018–19 from the state's General Fund as contributions to CalSTRS on behalf of employers. The bill required portions of the contribution to supplant the amounts remitted by employers such that the amounts remitted will be 1.03 and 0.70 percentage points less than the statutorily required amounts due for fiscal years 2019–20 and 2020–21, respectively. The remaining portion of the contribution, approximately \$1.6 billion, was allocated to reduce the employers' share of the unfunded actuarial obligation of the DB Program.

California Assembly Bill 84, Chapter 16, Statutes of 2020, (AB 84) was signed into law in June 2020 and revised certain provisions of Teachers' Retirement Law enacted by SB 90. Specifically, AB 84 repurposed the aforementioned \$1.6 billion contribution originally intended to reduce employers' long-term liabilities, to further supplant employer contributions through fiscal year 2021–22. Pursuant to AB 84, employers will remit contributions to CalSTRS based on a rate that is 2.95 percent less than the statutory rate for fiscal year 2020–21 and 2.18 percent less than the rate set by the board for fiscal year 2021–22. Any remaining amounts must be allocated to reduce the employers' share of the unfunded actuarial obligation of the DB Program. The rate reduction for fiscal year 2019-20 under SB 90 was not changed by AB 84. The employer contribution rates set in statute and the board's authority to adjust those rates starting in fiscal year 2021-22 under the CalSTRS Funding Plan were not changed by the passage of SB 90 or AB 84 .

In addition, the board's rate-setting authority for the state contribution rate was suspended for fiscal year 2020–21 by AB 84. Although the board exercised its authority in May 2020 to increase the state contribution rate by 0.50 percent effective July 1, 2020, the rate increase did not go into effect. Instead, the state rate remained at the 2019–20 level of 7.828 percent.

A summary of statutory contribution rates and other sources of contributions to the DB Program pursuant to the CalSTRS Funding Plan, SB 90 and AB 84, are as follows:

Members - Under CalSTRS 2% at 60, the member contribution rate was 10.25 percent of applicable member earnings for fiscal year 2020-2021.

Under CalSTRS 2% at 62, members contribute 50 percent of the normal cost of their retirement plan, which resulted in a contribution rate of 10.205 percent of applicable member earnings for fiscal year 2020-2021. According to current law, the contribution rate for CalSTRS 2% at 62 members is adjusted if the normal cost increases or decreases by more than 1 percent since the last time the member contribution rate was set. Based on the June 30, 2019, valuation adopted by the board in May 2020, the increase in normal cost was less than 1 percent. Therefore, the contribution rate for CalSTRS 2% at 62 members did not change effective July 1, 2020

Employers – 16.15 percent of applicable member earnings. This rate reflects the original employer contribution rate of 19.10 percent resulting from the CalSTRS Funding Plan, and subsequently reduced for the 2.95 percentage points to be paid on behalf of employers pursuant to SB 90 and AB 84.

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 8 – NET PENSION LIABILITY – STATE TEACHERS' RETIREMENT PLAN (Continued)

The CalSTRS Funding Plan, which was enacted in June 2014 with the passage of California Assembly Bill (AB) 1469, required that employer contributions will increase from 8.25 percent to a total of 19.1 percent of applicable member earnings phased in over seven years starting in 2014. The legislation gave the CalSTRS board limited authority to adjust employer contribution rates from July 1, 2021 through June 2046 in order to eliminate the remaining unfunded actuarial obligation related to service credited to members prior to July 1, 2014. The CalSTRS board cannot adjust the rate by more than 1 percent in a fiscal year, and the total contribution rate in addition to the 8.25 percent cannot exceed 12 percent.

The CalSTRS employer contribution rates effective for fiscal year 2020-2021 through fiscal year 2046-47 are summarized in the table below:

<u>Effective Date</u>	<u>Base Rate</u>	<u>Supplemental Rate Per CalSTRS Funding Plan</u>	<u>Rate Adjustment Per Special Legislation</u>	<u>Total</u>
July 1, 2020	8.250%	10.850%	(2.950%)	16.150%
July 1, 2021	8.250%	10.850%	(2.180%)	16.920%
July 1, 2022 to June 30, 2046	8.250%	(1)	N/A	(1)
July 1, 2046	8.250%	Increase from AB 1469 rate ends in 2046-47		

(1) The CalSTRS Funding Plan authorizes the board to adjust the employer contribution rate up or down by up to 1% each year, but no higher than 20.250% total and no lower than 8.250%.

The District contributed \$69,740,257 to the plan for the fiscal year ended June 30, 2021.

State – 10.328 percent of the members' calculated based on creditable compensation from two fiscal years prior.

The state's base contribution to the DB Program is calculated based on creditable compensation from two fiscal years prior. As a result of the CalSTRS Funding Plan, the state is required to make additional contributions to pay down the unfunded liabilities associated with the benefit structure that was in place in 1990 prior to certain enhancements in benefits and reductions in contributions. The additional state appropriation required to fully fund the benefits in effect as of 1990 by 2046 is specified in subdivision (b) of Education Code section 22955.1. The increased contributions end as of fiscal year 2045-46. Pursuant to AB 84, the state contribution rate remained at 5.811% for fiscal year 2020-21.

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 8 – NET PENSION LIABILITY – STATE TEACHERS' RETIREMENT PLAN (Continued)

The CalSTRS state contribution rates effective for fiscal year 2020-21 and beyond are summarized in the table below.

<u>Effective Date</u>	<u>Base Rate</u>	<u>Supplemental Rate Per CalSTRS Funding Plan</u>	<u>SBMA Funding⁽¹⁾</u>	<u>Total</u>
July 01, 2020	2.017%	5.811%	2.50%	10.328%
July 01, 2021	2.017%	6.311%	2.50%	10.828%
July 01, 2022 to				
June 30, 2046	2.017%	(2)	2.50%	(2)
July 01, 2046	2.017%	(3)	2.50%	(3)

- (1) The SBMA contribution rate excludes the \$72 million that is reduced from the required contribution in accordance with Education Code section 22954.
- (2) The board has limited authority to adjust the state contribution rate annually through June 2046 in order to eliminate the remaining unfunded actuarial obligation. The board cannot increase the supplemental rate by more than 0.5% in a fiscal year, and if there is no unfunded actuarial obligation, the supplemental contribution rate imposed would be reduced to 0%.
- (3) From July 1, 2046, and thereafter, the rates in effect prior to July 1, 2014, are reinstated, if necessary, to address any remaining unfunded actuarial obligation.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At June 30, 2021, the District reported a liability for its proportionate share of the net pension liability that reflected a reduction for State pension support provided to the District. The amount recognized by the District as its proportionate share of the net pension liability, the related State support, and the total portion of the net pension liability that was associated with the District were as follows:

District's proportionate share of the net pension liability	\$ 698,344,000
State's proportionate share of the net pension liability associated with the District	<u>381,640,000</u>
Total	<u>\$ 1,079,984,000</u>

The net pension liability was measured as of June 30, 2020 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2019. The District's proportion of the net pension liability was based on the District's share of contributions to the pension plan relative to the contributions of all participating school districts and the State. At June 30, 2020, the District's proportion was 0.721 percent, which was a decrease of 0.019 percent from its proportion measured as of June 30, 2019.

For the year ended June 30, 2021, the District recognized pension expense of \$149,846,259 and revenue of \$50,469,969 for support provided by the State. At June 30, 2021, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 8 – NET PENSION LIABILITY – STATE TEACHERS' RETIREMENT PLAN (Continued)

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	\$ 1,232,000	\$ 19,695,000
Changes of assumptions	68,098,000	-
Net differences between projected and actual earnings on investments	16,589,000	-
Changes in proportion and differences between District contributions and proportionate share of contributions	40,867,000	27,716,000
Contributions made subsequent to measurement date	69,740,257	-
Total	<u>\$ 196,526,257</u>	<u>\$ 47,411,000</u>

\$69,740,257 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2022. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Years Ending June 30,	
2022	\$ 11,959,217
2023	\$ 24,654,217
2024	\$ 33,053,217
2025	\$ 14,176,883
2026	\$ (2,229,867)
2027	\$ (2,238,667)

Differences between expected and actual experience, changes in assumptions and changes in proportion and differences between District contributions and proportionate share of contributions are amortized over a closed period equal to the average remaining service life of plan members, which is 7 years as of the June 30, 2020 measurement date. Deferred outflows and inflows related to differences between projected and actual earnings on plan investments are netted and amortized over a closed 5-year period.

Actuarial Methods and Assumptions: The total pension liability for the STRP was determined by applying update procedures to a financial reporting actuarial valuation as of June 30, 2019, and rolling forward the total pension liability to June 30, 2020. The financial reporting actuarial valuation as of June 30, 2019, used the following actuarial methods and assumptions, applied to all prior periods included in the measurement:

Valuation Date	June 30, 2019
Experience Study	July 1, 2015 through June 30, 2018
Actuarial Cost Method	Entry age normal
Investment Rate of Return	7.10%
Consumer Price Inflation	2.75%
Wage Growth	3.50%
Post-retirement Benefit Increases	2.00% simple for DB, maintain 85% Purchasing power level for DB, not applicable for DBS/CBB

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 8 – NET PENSION LIABILITY – STATE TEACHERS' RETIREMENT PLAN (Continued)

Discount Rate: The discount rate used to measure the total pension liability was 7.10 percent, which was unchanged from the prior fiscal year. The projection of cash flows used to determine the discount rate assumed that contributions from plan members and employers will be made at statutory contribution rates in accordance with the rate increase per AB 1469. Projected inflows from investment earnings were calculated using the long-term assumed investment rate of return (7.10 percent) and assuming that contributions, benefit payments, and administrative expense occur midyear. Based on those assumptions, the STRP's fiduciary net position was projected to be available to make all projected future benefit payments to current plan members. Therefore, the long-term assumed investment rate of return was applied to all periods of projected benefit payments to determine the total pension liability.

Mortality CalSTRS uses a generational mortality assumption, which involves the use of a base mortality table and projection scales to reflect expected annual reductions in mortality rates at each age, resulting in increases in life expectancies each year into the future. The base mortality tables are CalSTRS custom tables derived to best fit the patterns of mortality among its members. The projection scale was set equal to 110 percent of the ultimate improvement factor from the Mortality Improvement Scale (MP-2019) table, issued by the Society of Actuaries.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. The best estimate ranges were developed using capital market assumptions from CalSTRS investment staff and investment consultants as inputs to the process.

The actuarial investment rate of return assumption was adopted by the CalSTRS board in January 2020 in conjunction with the most recent experience study. For each current and future valuation, CalSTRS consulting actuary reviews the return assumption for reasonableness based on the most current capital market assumptions. Best estimates of 20-year geometric real rates of return and the assumed asset allocation for each major asset class used as input to develop the actuarial investment rate of return are summarized in the following table:

<u>Asset Class</u>	<u>Assumed Asset Allocation</u>	<u>Long-Term* Expected Real Rate of Return</u>
Public Equity	42%	4.8%
Real Estate Assets	15	3.6
Private Equity	13	6.3
Fixed Income	12	1.3
Risk Mitigating Strategies	10	1.8
Inflation Sensitive	6	3.3
Cash / Liquidity	2	(0.4)

* 20-year geometric average

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 8 – NET PENSION LIABILITY – STATE TEACHERS' RETIREMENT PLAN (Continued)

Sensitivity of the District's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate:
The following presents the District's proportionate share of the net pension liability calculated using the discount rate of 7.10 percent, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.10 percent) or 1-percentage-point higher (8.10 percent) than the current rate:

	1% Decrease (6.10%)	Current Discount Rate (7.10%)	1% Increase (8.10%)
District's proportionate share of the net pension liability	\$ 1,055,101,000	\$ 698,344,000	\$ 403,791,000

Pension Plan Fiduciary Net Position: Detailed information about the pension plan's fiduciary net position is available in the separately issued CalSTRS financial report.

NOTE 9 – NET PENSION LIABILITY – PUBLIC EMPLOYER'S RETIREMENT FUND B

General Information about the Public Employer's Retirement Fund B

Plan Description: The schools cost-sharing multiple-employer defined benefit pension plan Public Employer's Retirement Fund B (PERF B) is administered by the California Public Employees' Retirement System (CalPERS). Plan membership consists of non-teaching and non-certified employees of public schools (K-12), community college districts, offices of education, charter and private schools (elective) in the State of California.

The Plan was established to provide retirement, death and disability benefits to non-teaching and non-certified employees in schools. The benefit provisions for Plan employees are established by statute. CalPERS issues a publicly available financial report that can be obtained at:

<https://www.calpers.ca.gov/docs/forms-publications/cafr-2020.pdf>

Benefits Provided: The benefits for the defined benefit plans are based on members' years of service, age, final compensation, and benefit formula. Benefits are provided for disability, death, and survivors of eligible members or beneficiaries. Members become fully vested in their retirement benefits earned to date after five years (10 years for State Second Tier members) of credited service.

Contributions: The benefits for the defined benefit pension plans are funded by contributions from members and employers, and earnings from investments. Member and employer contributions are a percentage of applicable member compensation. Member contribution rates are defined by law and depend on the respective employer's benefit formulas. Employer contribution rates are determined by periodic actuarial valuations or by state statute. Actuarial valuations are based on the benefit formulas and employee groups of each employer. Employer contributions, including lump sum contributions made when districts first join PERF B, are credited with a market value adjustment in determining contribution rates.

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 9 – NET PENSION LIABILITY – PUBLIC EMPLOYER’S RETIREMENT FUND B (Continued)

The required contribution rates of most active plan members are based on a percentage of salary in excess of a base compensation amount ranging from zero dollars to \$863 monthly.

Required contribution rates for active plan members and employers as a percentage of payroll for the year ended June 30, 2021 were as follows:

Members - The member contribution rate was 7.0 percent of applicable member earnings for fiscal year 2020-2021.

Employers - The employer contribution rate was 20.70 percent of applicable member earnings.

The District contributed \$28,915,243 to the plan for the fiscal year ended June 30, 2021.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At June 30, 2021, the District reported a liability of \$295,181,000 or its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2020 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2019. The District's proportion of the net pension liability was based on the District's share of contributions to the pension plan relative to the contributions of all participating school districts. At June 30, 2020 the District's proportion was 0.962 percent, which was an increase of 0.021 percent from its proportion measured as of June 30, 2019.

For the year ended June 30, 2021, the District recognized pension expense of \$54,512,892. At June 30, 2021, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	\$ 14,640,000	\$ -
Changes of assumptions	1,082,000	-
Net differences between projected and actual earnings on investments	6,144,000	-
Changes in proportion and differences between District contributions and proportionate share of contributions	9,469,000	-
Contributions made subsequent to measurement date	28,915,243	-
Total	<u>\$ 60,250,243</u>	<u>\$ -</u>

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 9 – NET PENSION LIABILITY – PUBLIC EMPLOYER’S RETIREMENT FUND B (Continued)

\$28,915,243 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2022. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Years Ending <u>June 30,</u>	
2022	\$ 12,684,833
2023	\$ 9,777,833
2024	\$ 6,044,334
2025	\$ 2,828,000

Differences between expected and actual experience, changes in assumptions and changes in proportion and differences between District contributions and proportionate share of contributions are amortized over a closed period equal to the average remaining service life of plan members, which is 4 years as of the June 30, 2020 measurement date. Deferred outflows and inflows related to differences between projected and actual earnings on plan investments are netted and amortized over a closed 5-year period.

Actuarial Methods and Assumptions: The total pension liability for the Plan was determined by applying update procedures to a financial reporting actuarial valuation as of June 30, 2019, and rolling forward the total pension liability to June 30, 2020. The financial reporting actuarial valuation as of June 30, 2019, used the following actuarial methods and assumptions, applied to all prior periods included in the measurement:

Valuation Date	June 30, 2019
Experience Study	June 30, 1997 through June 30, 2015
Actuarial Cost Method	Entry age normal
Investment Rate of Return	7.15%
Consumer Price Inflation	2.50%
Wage Growth	Varies by entry age and service
Post-retirement Benefit Increases	Contract COLA up to 2.00% until Purchasing Power Protection Allowance Floor on Purchasing Power applies 2.50% thereafter

The mortality table used was developed based on CalPERS specific data. The table includes 15 years of mortality improvements using Society of Actuaries 90% of Scale MP 2016. For more details on this table, please refer to the 2017 experience study report.

All other actuarial assumptions used in the June 30, 2019 valuation were based on the results of an actuarial experience study for the period from 1997 to 2015, including updates to salary increase, mortality and retirement rates. Further details of the Experience Study can be found at CalPERS' website.

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 9 – NET PENSION LIABILITY – PUBLIC EMPLOYER’S RETIREMENT FUND B (Continued)

The table below reflects long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation.

<u>Asset Class</u>	<u>Long-Term* Assumed Asset Allocation</u>	<u>Expected Real Rate of Return Years 1-10 ⁽¹⁾</u>	<u>Expected Real Rate of Return Years 11+⁽²⁾</u>
Global Equity	50%	4.80%	5.98%
Fixed Income	28	1.00	2.62
Inflation Assets	-	0.77	1.81
Private Equity	8	6.30	7.23
Real Estate Assets	13	3.75	4.93
Liquidity	1	-	(0.92)

* 10-year geometric average

(1) An expected inflation rate of 2.00% used for this period

(2) An expected inflation rate of 2.92% used for this period

Discount Rate: The discount rate used to measure the total pension liability was 7.15 percent. A projection of the expected benefit payments and contributions was performed to determine if assets would run out. The test revealed the assets would not run out. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability for the Plan. The results of the crossover testing for the Plan are presented in a detailed report that can be obtained at CalPERS’ website.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical and forecasted information for all the funds’ asset classes, expected compound (geometric) returns were calculated over the short term (first 10 years) and the long term (11+ years) using a building-block approach. Using the expected nominal returns for both short term and long term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the rounded single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long- term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses .

Sensitivity of the District’s Proportionate Share of the Net Pension Liability to Changes in the Discount Rate:

The following presents the District’s proportionate share of the net pension liability calculated using the discount rate of 7.15 percent, as well as what the District’s proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.15 percent) or 1-percentage-point higher (8.15 percent) than the current rate:

	<u>1% Decrease (6.15%)</u>	<u>Current Discount Rate (7.15%)</u>	<u>1% Increase (8.15%)</u>
District’s proportionate share of the net pension liability	<u>\$ 424,376,000</u>	<u>\$ 295,181,000</u>	<u>\$ 91,752,000</u>

Pension Plan Fiduciary Net Position: Detailed information about the pension plan’s fiduciary net position is available in the separately issued CalPERS financial report.

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 10 - OTHER POSTEMPLOYMENT BENEFITS

General Information about the Other Postemployment Benefits (OPEB) Plan

Plan Description: In addition to the pension benefits described in Notes 8 and 9, the District provides postemployment health care benefits to eligible employees and their dependents under a single employer defined benefit OPEB plan. The plan does not issue separate financial statements.

The District established an irrevocable trust under the California Employer's Retiree Benefit Trust Program (CERBT) to prefund the costs of other postemployment benefits. The funds in the CERBT are held in trust and will be administered by the California Public Employees' Retirement System (CalPERS) as an agent multiple-employer plan. Benefit provisions are established and may be amended by District labor agreements which are approved by the Board of Education. The District's contributions to the irrevocable trust is included in the CERBT, which is included in the CalPERS ACFR. Copies of the CalPERS' ACFR may be obtained from the CalPERS Executive Office – 400 P Street – Sacramento, CA 95814.

The CERBT fund, which is an Internal Revenue Code (IRC) Section 115 Trust, is set up for the purpose of (i) receiving employer contributions to prefund health and other post-employment benefits for retirees and their beneficiaries, (ii) invest contributed amounts and income therein, and (iii) disburse contributed amounts and income therein, if any, to pay for costs of administration of the fund and to pay for health care costs or other post-employment benefits in accordance with the terms of the District's OPEB plan.

Benefits Provided: District employees hired before July 1, 2005, who retire after attaining age 57.5 and completing a requisite period of service, may receive District-paid medical and prescription drug coverage for life (with continuation to the surviving spouse, if any), and subject to retiree contributions shown in the table below. The requisite service is 10 years if hired before January 1, 1982 (July 1, 1982 for Classified), 16 years if hired between January 1, 1982 and July 1, 1994 (but 10 years if rehired with a pre-1982 original date of hire), and 16 years for those hired or re-hired after July 1, 1994 (but before July 1, 2005).

District employees hired on or after July 1, 2005, who retire after attaining age 60 and completing at least 25 years of service, receive District-paid coverage for the earlier of 5 years or until age 65. These benefits are also subject to retiree contributions, described below.

The District began collecting retiree contributions in July 2006. Retiree contributions will be charged only to individuals retiring after August 31, 2006.

The schedule for determining a retiree's monthly contributions (including Health Assessment Fees of \$10, where applicable) is shown in the following table:

Retiree Age	Retiree	Spouse <65	Spouse 65-74	Spouse 75+	Child	Family
Under 65	\$170	\$60	\$60	\$60	\$15	\$70
Ages 65 - 74	\$10	\$10	\$10	\$-	\$10 each	N/A
Ages 75 +	\$-	\$10	\$10	\$-	10	N/A

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 10 - OTHER POSTEMPLOYMENT BENEFITS (Continued)

Employees Covered by Benefit Terms: The following is a table of plan participants at June 30, 2021:

	Number of Participants
Inactive Plan members, covered spouses, or beneficiaries currently receiving benefits	5,270
Active employees	7,239
	<u>12,509</u>

Contributions: California Government Code specifies that the District's contribution requirements for covered employees are established and may be amended by the Governing Board. Contributions to the Plan from the District were \$39,104,029 for the year ended June 30, 2021. District contributions to the Trust are voluntary. Employees are not required to contribute to the OPEB plan.

OPEB Plan Investments: The plan discount rate of 6.0% was determined using the following asset allocation and assumed rate of return:

<u>Asset Class</u>	Long-Term* Assumed Asset Allocation	Expected Real Rate of Return
Global Equity	40.0%	5.5%
Fixed Income	43.0	1.5
Treasury Inflation-Protected Securities	5.0	1.2
Real Estate	8.0	3.7
Commodities	4.0	0.6

*Geometric average

Rolling periods of time for all asset classes in combination we used to appropriately reflect correlation between asset classes. This means that the average returns for any asset class do not necessarily reflect the averages over time individually, but reflect the return for the asset class for the portfolio average. Additionally, the historic 30 year real rates of return for each asset class along with the assumed long-term inflation assumption was used to set the discount rate. The investment return was offset by assumed investment expenses of 25 basis points. It was further assumed that contributions to the plan would be sufficient to fully fund the obligation over a period not to exceed 30 years.

Money-weighted rate of return on OPEB plan investments	19.65%
--	--------

The money-weighted rate of return expresses investment performance, net of OPEB plan investment expenses, adjusted for the changing amounts actually invested.

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 10 - OTHER POSTEMPLOYMENT BENEFITS (Continued)

Actuarial Assumptions: The District's net OPEB liability was measured as of June 30, 2021 and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of July 1, 2019. Standard actuarial update procedures were used to determine the liability between the valuation and measurement dates.

Valuation Date	July 1, 2019
Pre-Retirement Mortality Rate	RP 2014 Employee Mortality Table, without projection
Post-Retirement Mortality Rate	RP 2014 Health Annuitant Mortality Table, without projection
Discount Rate	6.0%. Based on the long-term expected rate of return
Investment Rate of Return	6.0%
Retirement Rate	CalPERS (2014) and CalSTRS (2010) experience studies.
Healthcare cost trend rate	5.90% for 2020, 5.80% for 2021, 5.70% for 2022, decreasing .10% to 5.00% for 2029 and later.
Salary Increases	3.0% per year
Termination Rate	CalPERS (2014) and CalSTRS (2010) experience studies.
Percent of Retirees with Spouses	Future Retirees <65: 67% Future Retirees >65: 50%
Percent of Retirees with Eligible Dependents	Future Retirees: In proportion to current retirees Current Retirees: Actual dependent data was used
Funding Method	Entry Age Cost Method

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 10 - OTHER POSTEMPLOYMENT BENEFITS (Continued)

Changes in the Net OPEB Liability:

	Total OPEB Liability (a)	Total Fiduciary Net Position (b)	Net OPEB Liability (a) - (b)
Balance at June 30, 2020	\$ 1,074,044,710	\$ 54,854,091	\$ 1,019,190,619
Changes for the year:			
Service cost	16,831,921	-	16,831,921
Interest	64,400,035	-	64,400,035
Employer contributions	-	39,104,029	(39,104,029)
Net investment income	-	11,123,667	(11,123,667)
Administrative expense	-	(52,833)	52,833
Benefit payments	(35,604,029)	(35,604,029)	-
Net change	45,627,927	14,570,834	31,057,093
Balance at June 30, 2021	\$ 1,119,672,637	\$ 69,424,925	\$ 1,050,247,712

Fiduciary Net Position as a % of the Total OPEB Liability, at June 30, 2021: 6.20%

Sensitivity of the Net OPEB Liability to Assumptions: The following presents the net OPEB liability calculated using the discount rate of 6.0 percent. The schedule also shows what the net OPEB liability would be if it were calculated using a discount rate that is 1 percent lower (5.0 percent) and 1 percent higher (7.0 percent):

	Discount Rate 1% Lower (5.0%)	Valuation Discount Rate (6.0%)	Discount Rate 1% Higher (7.0%)
Net OPEB liability	\$ 1,187,022,591	\$ 1,050,247,712	\$ 936,092,254

The following table presents the net OPEB liability calculated using the health care cost trend rate of 5.8 – 5.0 percent. The schedule also shows what the net OPEB liability would be if it were calculated using a health care cost trend rate that is 1 percent lower (4.8 – 4.0 percent) and 1 percent higher (6.8 – 6.0 percent):

	Health Care Trend Rate 1% Lower (4.8 - 4.0%)	Valuation Health Care Trend Rate (5.8 - 5.0%)	Health Care Trend Rate 1% Higher (6.8 - 6.0%)
Net OPEB liability	\$ 908,362,336	\$ 1,050,247,712	\$ 1,223,303,909

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 10 - OTHER POSTEMPLOYMENT BENEFITS (Continued)

OPEB Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to OPEB

For the year ended June 30, 2021, the District recognized OPEB expense of \$70,354,806. At June 30, 2021, the District reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	\$ 56,721,718	\$ -
Change in assumptions	-	82,714,090
Net differences between projected and actual earnings on investments	<u>203,929</u>	<u>6,365,018</u>
Total	<u>\$ 56,925,647</u>	<u>\$ 89,079,108</u>

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Years Ending <u>June 30,</u>	
2022	\$ (7,483,297)
2023	\$ (7,488,092)
2024	\$ (7,376,379)
2025	\$ (7,442,752)
2026	\$ (2,362,941)

Deferred outflows related to differences between projected and actual earnings on plan investments are netted and amortized over a closed 5-year period.

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 11 - JOINT POWERS AGREEMENT

The District is a member with other school districts of a Joint Powers Authority, Central Valley Support Services (CVSS), to provide support services to educational agencies in the Central Valley of California. CVSS is governed by a board consisting of one district representative selected by each member district's superintendent, one member of the operations staff of each member district and the Treasurer of CVSS. The CVSS Board controls the operations of CVSS, independent of any influence by the member districts beyond their representation on the Board. The following is a summary of financial information of CVSS as of June 30, 2020 (the most recent information available):

Total assets	\$	78,376,307
Deferred outflows of resources	\$	27,898,921
Total liabilities	\$	98,235,673
Net position	\$	8,039,555
Total revenues	\$	23,429,921
Total expenses	\$	16,618,424

The relationship between Fresno Unified School District and the Joint Powers Authority is such that it is not a component unit of the District for financial reporting purposes.

On September 30, 2020, CVSS issued 2020 Refunding Lease Revenue Bonds (2020 Lease Refunding) totaling \$6,750,000. The 2020 Lease Refunding was issued to refund two series of lease revenue bonds previously issued by CVSS, which had been issued to finance the acquisition and construction of the central kitchen for the District. Neither the refunded lease revenue bonds nor the 2020 Lease Refunding are considered to be obligations of the District.

NOTE 12 - CONTINGENCIES

Contingent Liabilities: The District is subject to legal proceedings and claims which arise in the ordinary course of business. In the opinion of management, the amount of ultimate liability with respect to these actions will not materially affect the financial position or results of operations of the District. Also, the District has received federal and state funds for specific purposes that are subject to review or audit by the grantor agencies. Although such audits could generate expenditure disallowances under terms of the grants, it is believed that any required reimbursements will not be material.

Construction Commitments: As of June 30, 2021, the District had approximately \$62.8 million in outstanding commitments on construction contracts.

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 13 - FINANCIAL RESPONSIBILITY

The District has maintained a commitment to strategic guiding principles anchored in providing extensive student programs, competitive employee compensation, and prudent fiscal responsibility. These principles and approach to budget development have enabled the district to maintain a positive financial position. Recently, through use of one-time state and federal resources, the District has complimented these principles with addressing unfinished learning and responding to the impacts of the pandemic.

In 2005/06, lifetime health benefits were limited to reduce the post-retirement liability and the district formed the Joint Health Management Board (JHMB), consisting of district and labor partners with the primary objective of maintaining a positive reserve in the Health Fund while retaining affordable health care.

The District continues to maintain a positive reserve in the current and future years as shown in the 2020/21 adopted budget and a commitment to equity-based resource allocation as intended with implementation of the Local Control Funding Formula. The District has maintained a positive financial position since 2006/07 as reflected by Moody's continued affirmation of the District's credit rating of Aa3 since 2010 during a time when other agencies have been lowered.

The District continues to monitor and budget for the current and future years to ensure financial stability and conservatively evaluate reserves to mitigate the effects of the prolonged state economic crisis.

REQUIRED SUPPLEMENTARY INFORMATION

FRESNO UNIFIED SCHOOL DISTRICT
GENERAL FUND
BUDGETARY COMPARISON SCHEDULE
For the year ended June 30, 2021

	<u>Budget</u>			<u>Over/ (Under) Budget</u>
	<u>Original</u>	<u>Final</u>	<u>Actual</u>	
Revenues:				
Local Control Funding				
Formula (LCFF):				
State apportionment	\$ 645,399,191	\$ 711,359,198	\$ 706,653,545	\$ (4,705,653)
Local sources	<u>67,834,891</u>	<u>67,834,891</u>	<u>72,894,659</u>	<u>5,059,768</u>
Total LCFF	<u>713,234,082</u>	<u>779,194,089</u>	<u>779,548,204</u>	<u>354,115</u>
Federal sources	170,849,479	193,509,057	167,002,772	(26,506,285)
Other state sources	120,868,929	211,479,597	171,938,651	(39,540,946)
Other local sources	<u>15,867,379</u>	<u>19,710,243</u>	<u>21,935,956</u>	<u>2,225,713</u>
Total revenues	<u>1,020,819,869</u>	<u>1,203,892,986</u>	<u>1,140,425,583</u>	<u>(63,467,403)</u>
Expenditures:				
Current:				
Certificated salaries	429,866,267	454,472,604	444,220,633	10,251,971
Classified salaries	140,140,726	153,057,597	148,682,788	4,374,809
Employee benefits	301,423,243	306,144,850	304,024,327	2,120,523
Books and supplies	60,264,876	160,057,882	76,577,451	83,480,431
Contract services and				
operating expenditures	103,151,838	94,534,759	79,521,336	15,013,423
Other outgo	3,460,321	4,088,798	2,648,022	1,440,776
Capital outlay	8,438,252	5,234,579	2,019,908	3,214,671
Debt Service:				
Principal retirement	<u>52,959</u>	<u>52,959</u>	<u>52,959</u>	<u>-</u>
Total expenditures	<u>1,046,798,482</u>	<u>1,177,644,028</u>	<u>1,057,747,424</u>	<u>119,896,604</u>
(Deficiency) excess of				
revenues (under)				
over expenditures	<u>(25,978,613)</u>	<u>26,248,958</u>	<u>82,678,159</u>	<u>56,429,201</u>
Other financing sources (uses):				
Transfers in	12,565,504	10,020,959	9,140,331	(880,628)
Transfers out	<u>(8,856,409)</u>	<u>(16,856,409)</u>	<u>(14,808,419)</u>	<u>2,047,990</u>
Total other financing				
sources (uses)	<u>3,709,095</u>	<u>(6,835,450)</u>	<u>(5,668,088)</u>	<u>1,167,362</u>
Net change in fund balance	(22,269,518)	19,413,508	77,010,071	57,596,563
Fund balance, July 1, 2020	<u>152,182,965</u>	<u>152,182,965</u>	<u>152,182,965</u>	<u>-</u>
Fund balance, June 30, 2021	<u>\$ 129,913,447</u>	<u>\$ 171,596,473</u>	<u>\$ 229,193,036</u>	<u>\$ 57,596,563</u>

See accompanying notes to required supplementary information.

FRESNO UNIFIED SCHOOL DISTRICT
SCHEDULE OF CHANGES IN THE DISTRICT'S NET
OTHER POSTEMPLOYMENT BENEFITS (OPEB) LIABILITY
For the year ended June 30, 2021

	Last 10 fiscal years			
	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Total OPEB liability				
Service cost	\$ 19,392,480	\$ 19,974,255	\$ 16,341,671	\$ 16,831,921
Interest	57,806,121	60,369,696	61,778,007	64,400,035
Difference between expected and actual experience	-	-	82,504,316	-
Changes in assumptions	-	-	(120,311,404)	-
Benefit payments	<u>(32,459,314)</u>	<u>(36,544,893)</u>	<u>(34,234,823)</u>	<u>(35,604,029)</u>
Net change in total OPEB liability	44,739,287	43,799,058	6,077,767	45,627,927
Total OPEB liability, beginning of year	<u>979,428,598</u>	<u>1,024,167,885</u>	<u>1,067,966,943</u>	<u>1,074,044,710</u>
Total OPEB liability, end of year (a)	<u>\$ 1,024,167,885</u>	<u>\$ 1,067,966,943</u>	<u>\$ 1,074,044,710</u>	<u>\$ 1,119,672,637</u>
Plan fiduciary net position				
Employer contributions	\$ 35,959,314	\$ 40,044,893	\$ 37,734,823	\$ 39,104,029
Expected investment returns	2,250,968	3,172,151	2,685,784	11,123,667
Administrative expense	(33,150)	(37,143)	(43,345)	(52,833)
Benefits payment	<u>(32,459,314)</u>	<u>(36,544,893)</u>	<u>(34,234,823)</u>	<u>(35,604,029)</u>
Change in plan fiduciary net position	5,717,818	6,635,008	6,142,439	14,570,834
Fiduciary trust net position, beginning of year	<u>36,358,826</u>	<u>42,076,644</u>	<u>48,711,652</u>	<u>54,854,091</u>
Fiduciary trust net position, end of year (b)	<u>\$ 42,076,644</u>	<u>\$ 48,711,652</u>	<u>\$ 54,854,091</u>	<u>\$ 69,424,925</u>
Net OPEB liability, ending (a) - (b)	<u>\$ 982,091,241</u>	<u>\$ 1,019,255,291</u>	<u>\$ 1,019,190,619</u>	<u>\$ 1,050,247,712</u>
Covered employee payroll	\$ 550,120,072	\$ 568,497,726	\$ 595,678,953	\$ 620,124,968
Plan fiduciary net position as a percentage of the total OPEB liability %	4.11%	4.56%	5.11%	6.20%
Net OPEB liability as a percentage of covered-employee payroll	178.52%	179.29%	171.10%	169.36%

This is a 10 year schedule, however the information in this schedule is not required to be presented retrospectively.

See accompanying notes to required supplementary information.

FRESNO UNIFIED SCHOOL DISTRICT
SCHEDULE OF MONEY-WEIGHTED RATE
OF RETURN OF OPEB PLAN INVESTMENTS
For the year ended June 30, 2021

	Last 10 Fiscal Years			
	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Money-weighted rate of return on OPEB plan investments	6.01%	6.98%	5.37%	19.65%

This is a 10 year schedule, however the information in this schedule is not required to be presented retrospectively.

See accompanying notes to required supplementary information.

FRESNO UNIFIED SCHOOL DISTRICT
SCHEDULE OF THE DISTRICT'S PROPORTIONATE
SHARE OF THE NET PENSION LIABILITY
For the year ended June 30, 2021

	State Teachers' Retirement Plan Last 10 Fiscal Years						
	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
District's proportion of the net pension liability	0.666%	0.696%	0.679%	0.664%	0.723%	0.740%	0.721%
District's proportionate share of the net pension liability	\$ 389,455,000	\$ 468,883,000	\$ 549,121,000	\$ 613,982,000	\$ 664,860,000	\$ 668,050,000	\$ 698,344,000
State's proportionate share of the net pension liability associated with the District	<u>235,171,000</u>	<u>247,987,000</u>	<u>312,634,000</u>	<u>363,228,000</u>	<u>380,665,000</u>	<u>364,468,000</u>	<u>381,640,000</u>
Total net pension liability	<u>\$ 624,626,000</u>	<u>\$ 716,870,000</u>	<u>\$ 861,755,000</u>	<u>\$ 977,210,000</u>	<u>\$ 1,045,525,000</u>	<u>\$ 1,032,518,000</u>	<u>\$ 1,079,984,000</u>
District's covered payroll	\$ 296,840,000	\$ 323,258,000	\$ 338,357,000	\$ 351,408,000	\$ 380,363,000	\$ 402,574,000	\$ 389,097,000
District's proportionate share of the net pension liability as a percentage of its covered payroll	131.20%	145.05%	162.29%	174.72%	174.80%	165.95%	179.48%
Plan fiduciary net position as a percentage of the total pension liability	76.52%	74.02%	70.04%	69.46%	70.99%	72.56%	71.82%

The amounts presented for each fiscal year were determined as of the year-end that occurred one year prior.

All years prior to 2015 are not available.

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
SCHEDULE OF THE DISTRICT'S PROPORTIONATE
SHARE OF THE NET PENSION LIABILITY
For the year ended June 30, 2021

	Public Employer's Retirement Fund B Last 10 Fiscal Years						
	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
District's proportion of the net pension liability	0.845%	0.905%	0.919%	0.873%	0.907%	0.941%	0.962%
District's proportionate share of the net pension liability	\$ 95,928,000	\$ 133,463,000	\$ 181,422,000	\$ 208,394,000	\$ 241,867,000	\$ 274,153,000	\$ 295,181,000
District's covered payroll	\$ 88,704,000	\$ 100,241,000	\$ 110,204,000	\$ 111,303,000	\$ 123,132,000	\$ 130,845,000	\$ 138,577,000
District's proportionate share of the net pension liability as a percentage of its covered payroll	108.14%	133.14%	164.62%	187.23%	196.43%	209.53%	213.01%
Plan fiduciary net position as a percentage of the total pension liability	83.38%	74.02%	73.89%	71.87%	70.85%	70.05%	70.00%

The amounts presented for each fiscal year were determined as of the year-end that occurred one year prior.

All years prior to 2015 are not available.

See accompanying notes to required supplementary information.

FRESNO UNIFIED SCHOOL DISTRICT
SCHEDULE OF THE DISTRICT'S CONTRIBUTIONS
For the year ended June 30, 2021

	State Teachers' Retirement Plan Last 10 Fiscal Years						
	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Contractually required contribution	\$ 28,705,329	\$ 36,305,716	\$ 44,207,146	\$ 54,886,374	\$ 65,539,064	\$ 71,921,290	\$ 69,740,257
Contributions in relation to the contractually required contribution	<u>(28,705,329)</u>	<u>(36,305,716)</u>	<u>(44,207,146)</u>	<u>(54,886,374)</u>	<u>(65,539,064)</u>	<u>(71,921,290)</u>	<u>(69,740,257)</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
District's covered payroll	\$ 323,258,000	\$ 338,357,000	\$ 351,408,000	\$ 380,363,000	\$ 402,574,000	\$ 389,097,000	\$ 365,132,000
Contributions as a percentage of covered payroll	8.88%	10.73%	12.58%	14.43%	16.28%	17.10% *	16.15%**

* This rate reflects the original employer contribution rate of 18.13 percent under AB1469, reduced for the 1.03 percentage points to be paid on behalf of employers pursuant to SB 90.

** This rate reflects the original employer contribution rate of 19.10 percent under AB1469, reduced for the 2.95 percentage points to be paid on behalf of employers pursuant to SB 90.

All years prior to 2015 are not available.

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
SCHEDULE OF THE DISTRICT'S CONTRIBUTIONS
For the year ended June 30, 2021

	Public Employer's Retirement Fund B Last 10 Fiscal Years						
	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Contractually required contribution	\$ 11,799,345	\$ 13,055,815	\$ 15,457,728	\$ 19,123,632	\$ 23,633,158	\$ 27,391,892	\$ 28,915,243
Contributions in relation to the contractually required contribution	<u>(11,799,345)</u>	<u>(13,055,815)</u>	<u>(15,457,728)</u>	<u>(19,123,632)</u>	<u>(23,633,158)</u>	<u>(27,391,892)</u>	<u>(28,915,243)</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
District's covered payroll	\$ 100,241,000	\$ 110,204,000	\$ 111,303,000	\$ 123,132,000	\$ 130,845,000	\$ 138,577,000	\$ 139,687,000
Contributions as a percentage of covered payroll	11.77%	11.85%	13.89%	15.53%	18.06%	19.72%	20.70%

All years prior to 2015 are not available.

See accompanying notes to required supplementary information.

FRESNO UNIFIED SCHOOL DISTRICT
NOTE TO REQUIRED SUPPLEMENTARY INFORMATION
June 30, 2021

NOTE 1 - PURPOSE OF SCHEDULES

A - Budgetary Comparison Schedule:

The District employs budget control by object codes and by individual appropriation accounts. Budgets are prepared on the modified accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board. The budgets are revised during the year by the Board of Education to provide for revised priorities. Expenditures cannot legally exceed appropriations by major object code. The originally adopted and final revised budgets for the General Fund are presented as Required Supplementary Information. The basis of budgeting is the same as GAAP.

B - Schedule of Changes in Net Other Postemployment Benefits (OPEB) Liability:

The Schedule of Changes in Net OPEB liability is presented to illustrate the elements of the District's Net OPEB liability. There is a requirement to show information for 10 years. However, until a full 10-year trend is compiled, governments should present information for those years for which information is available.

C - Schedule of Money-Weighted Rate of Return of OPEB Plan Investments:

The Schedule of Money-Weighted Rate of Return of OPEB Plan Investments presents the weighted average rate of return for the District's OPEB Plan investments.

D - Schedule of the District's Proportionate Share of the Net Pension Liability:

The Schedule of the District's Proportionate Share of the Net Pension Liability is presented to illustrate the elements of the District's Net Pension Liability. There is a requirement to show information for 10 years. However, until a full 10-year trend is compiled, governments should present information for those years for which information is available.

E - Schedule of District Contributions:

The Schedule of District Contributions is presented to illustrate the District's required contributions relating to the pensions. There is a requirement to show information for 10 years. However, until a full 10-year trend is compiled, governments should present information for those years for which information is available.

F - Changes of Benefit Terms:

There are no changes in benefit terms reported in the Required Supplementary Information.

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
NOTE TO REQUIRED SUPPLEMENTARY INFORMATION
June 30, 2021

G - Changes of Assumptions:

The changes in assumptions for the total OPEB liability include an update in the healthcare cost trend rate from 5.0% for all age groups from the June 30, 2019 measurement. The healthcare trend rates as of the June 30, 2020 measurement include 5.9% for pre-Medicare plan participants, and 4.0% for post-Medicare participants

The discount rates used for the Public Employer's Retirement Fund B (PERF B) was 7.50, 7.65, 7.65, 7.15, 7.15, 7.15, and 7.15 percent in the June 30, 2013, 2014, 2015, 2016, 2017, 2018, and 2019 actuarial reports, respectively.

The following are the assumptions for State Teachers' Retirement Plan:

<u>Assumptions</u>	<u>Measurement Period</u>					
	As of June 30, <u>2020</u>	As of June 30 <u>2019</u>	As of June 30, <u>2018</u>	As of June 30, <u>2017</u>	As of June 30, <u>2016</u>	As of June 30, <u>2015</u>
Consumer price inflation	2.75%	2.75%	2.75%	2.75%	3.00%	3.00%
Investment rate of return	7.10%	7.10%	7.10%	7.10%	7.60%	7.60%
Wage growth	3.50%	3.50%	3.50%	3.50%	3.75%	3.75%

SUPPLEMENTARY INFORMATION

FRESNO UNIFIED SCHOOL DISTRICT
COMBINING BALANCE SHEET
ALL NON-MAJOR FUNDS
June 30, 2021

	Student Activity Fund	Adult Education Fund	Child Develop- ment Fund	Cafeteria Fund	Deferred Maintenance Fund	Capital Facilities Fund	County School Facilities Fund	Special Reserve for Capital Outlay Projects Fund	Total
ASSETS									
Cash in County Treasury	\$ 539,382	\$ 1,744,753	\$ 4,936,254	\$ 6,356,826	\$ 175,757	\$ 1,310,616	\$ 6,315,690	\$ 2,583,898	\$ 23,963,176
Cash on hand and in banks	1,515,450	2,485	-	4,498,379	-	-	-	-	6,016,314
Cash in revolving fund	-	550	-	-	-	-	-	-	550
Collections awaiting deposit	-	-	-	-	-	1,742	-	-	1,742
Receivables	4,184	1,338,092	1,002,463	4,445,393	1,485	9,645	181,418	19,811	7,002,491
Due from other funds	11,085	143,380	5,872	1,913,586	408,419	-	62,947,025	1,286,638	66,716,005
Stores inventory	-	-	-	1,543,194	-	-	-	-	1,543,194
Total assets	<u>\$ 2,070,101</u>	<u>\$ 3,229,260</u>	<u>\$ 5,944,589</u>	<u>\$ 18,757,378</u>	<u>\$ 585,661</u>	<u>\$ 1,322,003</u>	<u>\$ 69,444,133</u>	<u>\$ 3,890,347</u>	<u>\$ 105,243,472</u>
LIABILITIES AND FUND BALANCES									
Liabilities:									
Accounts payable	\$ 13,976	\$ 190,874	\$ 71,328	\$ 1,334,798	\$ 541,363	\$ 255,863	\$ 14,325,292	\$ 41,360	\$ 16,774,854
Unearned revenue	-	-	2,286,110	101,275	-	-	-	-	2,387,385
Due to other funds	9,240	1,292,863	2,883,756	3,956,451	44,298	102,143	2,398,393	240,494	10,927,638
Total liabilities	<u>23,216</u>	<u>1,483,737</u>	<u>5,241,194</u>	<u>5,392,524</u>	<u>585,661</u>	<u>358,006</u>	<u>16,723,685</u>	<u>281,854</u>	<u>30,089,877</u>
Fund balances:									
Nonspendable	-	550	-	1,543,194	-	-	-	-	1,543,744
Restricted	2,046,885	1,744,973	703,395	11,821,660	-	963,997	52,720,448	3,608,493	73,609,851
Total fund balance	<u>2,046,885</u>	<u>1,745,523</u>	<u>703,395</u>	<u>13,364,854</u>	<u>-</u>	<u>963,997</u>	<u>52,720,448</u>	<u>3,608,493</u>	<u>75,153,595</u>
Total liabilities and fund balances	<u>\$ 2,070,101</u>	<u>\$ 3,229,260</u>	<u>\$ 5,944,589</u>	<u>\$ 18,757,378</u>	<u>\$ 585,661</u>	<u>\$ 1,322,003</u>	<u>\$ 69,444,133</u>	<u>\$ 3,890,347</u>	<u>\$ 105,243,472</u>

FRESNO UNIFIED SCHOOL DISTRICT
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCES
ALL NON-MAJOR FUNDS
For the year ended June 30, 2021

	Student Activity Fund	Adult Education Fund	Child Develop- ment Fund	Cafeteria Fund	Deferred Maintenance Fund	Capital Facilities Fund	County School Facilities Fund	Special Reserve for Capital Outlay Projects Fund	Total
Revenues:									
Federal sources	\$ -	\$ 1,281,987	\$ 2,102,389	\$ 26,621,510	\$ -	\$ -	\$ -	\$ -	\$ 30,005,886
Other state sources	-	5,938,853	17,132,279	4,792,607	-	-	11,626,265	-	39,490,004
Other local sources	479,968	486,835	134,641	1,368,604	3,923	970,660	1,071,482	44,563	4,560,676
Total revenues	479,968	7,707,675	19,369,309	32,782,721	3,923	970,660	12,697,747	44,563	74,056,566
Expenditures:									
Current:									
Certificated salaries	-	2,621,428	6,183,578	-	-	-	-	-	8,805,006
Classified salaries	-	1,369,170	3,598,623	11,994,527	-	-	-	1,012,964	17,975,284
Employee benefits	-	2,136,633	7,335,837	9,819,213	-	-	-	515,802	19,807,485
Books and supplies	888,950	305,589	321,638	11,915,667	-	376	245,074	-	13,677,294
Contract services and operating expenditures	1,521	859,380	529,787	2,139,954	6,812,342	137,822	8,623,181	(1,314,658)	17,789,329
Capital outlay	-	-	-	142,912	-	2,409,625	72,765,789	29,819	75,348,145
Total expenditures	890,471	7,292,200	17,969,463	36,012,273	6,812,342	2,547,823	81,634,044	243,927	153,402,543
(Deficiency) excess of revenues (under) over expenditures	(410,503)	415,475	1,399,846	(3,229,552)	(6,808,419)	(1,577,163)	(68,936,297)	(199,364)	(79,345,977)
Other financing (uses) sources:									
Transfers in	-	-	-	-	6,808,419	-	62,177,970	-	68,986,389
Transfers out	-	(202,615)	(696,451)	(1,404,577)	-	(28,269)	-	-	(2,331,912)
Total other financing (uses) sources	-	(202,615)	(696,451)	(1,404,577)	6,808,419	(28,269)	62,177,970	-	66,654,477
Net change in fund balances	(410,503)	212,860	703,395	(4,634,129)	-	(1,605,432)	(6,758,327)	(199,364)	(12,691,500)
Fund balance, July 1, 2020	-	1,532,663	-	17,998,983	-	2,569,429	59,478,775	3,807,857	85,387,707
Cumulative effect of GASB 84 implementation	2,457,388	-	-	-	-	-	-	-	2,457,388
Fund balance, July 1, 2020, as restated	2,457,388	1,532,663	-	17,998,983	-	2,569,429	59,478,775	3,807,857	87,845,095
Fund balance, June 30, 2021	\$ 2,046,885	\$ 1,745,523	\$ 703,395	\$ 13,364,854	\$ -	\$ 963,997	\$ 52,720,448	\$ 3,608,493	\$ 75,153,595

FRESNO UNIFIED SCHOOL DISTRICT
ORGANIZATION
June 30, 2021

Fresno Unified School District, a political subdivision of the State of California, was established on July 1, 1948. The District serves grades preschool through twelve and operates sixty-six elementary, fourteen middle, ten comprehensive high schools, five alternative schools, three special education schools, and one adult school. All of the District's schools are located in Fresno County. The District is comprised of approximately 99 square miles. There were no changes to the District's boundaries during the current year.

The Board of Education at June 30, 2021 was comprised of the following members:

<u>Name</u>	<u>Office</u>	<u>Term Expires</u>
Valerie F. Davis	President	2022
Keisha Thomas	Clerk	2022
Carol Mills, J.D	Member	2024
Veva Islas	Member	2022
Elizabeth Jonasson Rosas	Member	2024
Major Terry Slatic USMC (Retired)	Member	2022
Claudia Cazares	Member	2024

The Superintendent's Executive Staff at June 30, 2021 was comprised of the following:

Robert G. Nelson, Ed.D.
Superintendent

Santino Danisi Chief Financial Officer Administrative Services	Misty Her Deputy Superintendent	Kim Mecum Chief Academic Officer School Leadership	Paul Idsvoog Chief of Human Resources Labor Relations
Tami Lundberg Chief Technology Officer Technology Services	Lindsay Sanders Chief of Equity and Access	Karin Temple Chief Operations Officer Operational Services	David Chavez Chief of Staff
Wendy McCulley Chief Engagement and External Officer	Nikki Henry Chief Information Officer	Brian Wall Inst. Superintendent School Leadership	Kali Isom-Moore Inst. Superintendent School Leadership
Ed Gomes Inst. Superintendent School Leadership	Carlos Castillo Inst. Superintendent Curriculum and Instruction	Alex Belanger Assistant Superintendent Facilities Management and Planning	Brian Beck Assistant Superintendent Special Education & Health Services
Sandra Toscano Assistant Superintendent English Learner Service	Bryan Wells Assistant Superintendent Student Engagement		

The Administrative Services Leadership staff at June 30, 2021 was comprised of the following:

Kim Kelstrom Executive Officer Fiscal Services	Tammy Townsend Executive Officer State and Federal Programs	Andrew De LaTorre Executive Director Benefits & Risk Management
Steven Shubin Executive Director Payroll	Kaleb Neufeld Director, Fiscal Services	

FRESNO UNIFIED SCHOOL DISTRICT
SCHEDULE OF INSTRUCTIONAL TIME
For the year ended June 30, 2021

<u>Grade Level</u>	<u>Number of Days Traditional Calendar</u>	<u>Status</u>
District:		
Kindergarten	180	In Compliance
Grade 1	180	In Compliance
Grade 2	180	In Compliance
Grade 3	180	In Compliance
Grade 4	180	In Compliance
Grade 5	180	In Compliance
Grade 6	180	In Compliance
Grade 7	180	In Compliance
Grade 8	180	In Compliance
Grade 9	180	In Compliance
Grade 10	180	In Compliance
Grade 11	180	In Compliance
Grade 12	180	In Compliance

FRESNO UNIFIED SCHOOL DISTRICT
SCHEDULE OF EXPENDITURE OF FEDERAL AWARDS
For the year ended June 30, 2021

Assistance Listing Number	Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Pass- Through Entity Identifying Number	Federal Expend- itures
<u>U.S. Department of Education - Passed through</u>			
<u>California Department of Education</u>			
Special Education Cluster:			
84.027	IDEA Basic Local Assistance Entitlement, Part B, Sec. 611	13379	\$ 12,642,170
84.027A	IDEA Mental Health Allocation Plan, Part B, Sec. 611	14468	792,003
84.173	IDEA Preschool Grants, Part B, Sec. 619, Age (3-5)	13430	298,460
84.027	IDEA Local Assistance, Sec 611, Early Intervening Services	10119	1,148,561
84.173	IDEA Part B, Sec 619, Preschool Early Intervening Services	10131	52,670
84.027A	Supporting Inclusive Practices	13693	6,674
84.027A	Alternate Dispute Resolution, Part B, Sec 611	13007	15,208
84.027	IDEA Local Assistance, Private School ISPs, Part B, Sec. 611	10115	19,568
84.173A	IDEA Preschool Staff Development, Part B, Sec. 619	13431	2,312
Subtotal Special Education Cluster			<u>14,977,626</u>
Migrant Ed Programs:			
84.011	ESEA: Title I, Part C, Migrant Ed	14326	339,875
84.011	ESEA: Title I, Migrant Ed Summer Program	10005	107,070
Subtotal Migrant Ed Programs			<u>446,945</u>
Title III Programs			
84.365	ESEA: Title III, English Learner Student Program	14346	1,837,940
84.365	ESEA: Title III, Immigrant Student Program	15146	71,785
Subtotal Title III Programs			<u>1,909,725</u>
Adult Education Programs:			
84.002A	Adult Education: Adult Basic Education & ESL	14508	466,582
84.002	Adult Education: Adult Secondary Education	13978	376,656
84.002A	Adult Education: English Literacy and Civics Education	14109	197,848
84.002	Adult Education: Citizenship and Integration Citizenship and Direct Services Grant	N/A	118,265
Subtotal Adult Education Programs			<u>1,159,351</u>
Title I Programs:			
84.010	ESEA: Title I, Part A Basic Grants, Low Income and Neglected	14329	53,419,486
84.010	ESSA: Comprehensive Support & Improvement	15438	2,654,232
Subtotal Title I Programs			<u>56,073,718</u>

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
SCHEDULE OF EXPENDITURE OF FEDERAL AWARDS
For the year ended June 30, 2021

Assistance Listing Number	Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Pass- Through Entity Identifying Number	Federal Expend- itures
<u>U.S. Department of Education - Passed through California Department of Education (Continued)</u>			
	Carl D. Perkins Career and Tech Education Programs:		
84.048	Carl D. Perkins Career and Technical Education: Secondary, Sec. 131	14894	\$ 1,084,387
84.048	Carl D. Perkins Career and Technical Education: Adult, Sec. 132	14893	122,636
	Subtotal Carl D. Perkins Career and Tech Education Programs		1,207,023
	Teacher Quality Programs:		
84.336	Teacher Quality Partnership Program	N/A	311,166
84.336S	National Teacher Quality Partnership Program	N/A	1,073,317
84.336S	Fresno Pacific Teacher Quality Partnership Program	N/A	928,016
	Subtotal Teacher Quality Programs		2,312,499
	ESF Programs:		
84.425C	COVID-19: Governor's Emergency Education Relief (GEER) Fund: Learning Loss Mitigation	15517	3,189
84.425D	COVID-19: Elementary and Secondary School Emergency Relief (ESSER I) Fund	15536	6,450,658
	Subtotal ESF Programs		6,453,847
84.367	ESEA: Title II, Part A, Supporting Effective Instruction Local Grants	14341	5,371,128
84.287	ESEA: Title IV, Part B, 21st Century Community Learning Centers Program	14349	1,069,729
84.060	Indian Education	10011	71,915
84.181	Special Ed: IDEA Early Intervention Grants, Part C	23761	95,874
84.350	Transition to Teaching	N/A	762,393
84.424	ESEA: Title IV, Part A, Student Support and Academic Enrichment Grant Program	15391	4,710
	Total U.S Department of Education		91,916,483

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
SCHEDULE OF EXPENDITURE OF FEDERAL AWARDS
For the year ended June 30, 2021

Assistance Listing Number	Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Pass- Through Entity Identifying Number	Federal Expend- itures
<u>U.S. Department of Health and Human Services - Passed through California Department of Education</u>			
	CCDF Cluster:		
93.575	Child Development: Quality Improvement Activities	14092	\$ 486,879
93.596	Child Development: Federal General and Preschool, Family Child Care Home	13609	912,115
	Subtotal CCDF Cluster		<u>1,398,994</u>
	Total U.S. Department of Health and Human Services		<u>1,398,994</u>
<u>U.S. Department of the Treasury - Passed through California Department of Education</u>			
21.019	COVID-19: Coronavirus Relief Fund: Learning Loss Mitigation	25516	<u>76,368,276</u>
<u>U.S. Department of Agriculture - Passed through California Department of Education</u>			
10.558	Child Nutrition: CACFP Claims, Centers and Family Day Care Homes	13529	155,494
10.555	Child Nutrition: School Programs (Child Nutrition Cluster)	13396	26,503,333
10.582	Child Nutrition: Fresh Fruit & Vegetable Program	14968	118,177
	Total U.S. Department of Agriculture		<u>26,777,004</u>
	Total Federal Programs		<u>\$ 196,460,757</u>

See accompanying notes to supplementary information.

FRESNO UNIFIED SCHOOL DISTRICT
RECONCILIATION OF UNAUDITED ACTUAL FINANCIAL REPORT
WITH AUDITED FINANCIAL STATEMENTS
For the year ended June 30, 2021

There were no adjustments proposed to any funds of the District.

FRESNO UNIFIED SCHOOL DISTRICT
SCHEDULE OF FINANCIAL TRENDS AND ANALYSIS
For the year ended June 30, 2021
(UNAUDITED)

	(Adopted Budget) 2022	2021	2020	2019
<u>General Fund</u>				
Revenues and other financing sources	\$ 1,239,518,557	\$ 1,149,565,914	\$ 1,021,065,105	\$ 995,359,887
Expenditures	1,198,896,122	1,057,747,424	1,018,273,499	980,388,419
Other uses and transfers out	7,356,409	14,808,419	6,859,750	7,892,451
Total outgo	1,206,252,531	1,072,555,843	1,025,133,249	988,280,870
Change in fund balance	\$ 33,266,026	\$ 77,010,071	\$ (4,068,144)	\$ 7,079,017
Ending fund balance	\$ 262,459,062	\$ 229,193,036	\$ 152,182,965	\$ 156,251,109
Available reserves	\$ 111,333,914	\$ 113,741,043	\$ 102,475,777	\$ 98,376,536
Designated for economic uncertainties	\$ 111,333,914	\$ 113,741,043	\$ 102,475,777	\$ 98,376,536
Undesignated fund balance	\$ -	\$ -	\$ -	\$ -
Available reserves as percentages of total outgo	9.23%	10.60%	10.00%	9.95%
<u>All Funds</u>				
Total long-term liabilities	\$ 3,011,022,368	\$ 3,089,663,080	\$ 2,830,179,998	\$ 2,628,780,469
Average daily attendance at P-2	66,564	66,904	66,904	67,037

The fund balance of the General Fund has increased by \$80,020,944 over the past three years. The fiscal year 2021-2022 budget projects a surplus of \$33,266,026. For a district this size, the State of California recommends available reserves of at least 2% of total General Fund expenditures, transfers out, and other uses be maintained. For the year ended June 30, 2021, the District has met this requirement.

The District has incurred operating surpluses in two of the past three years, and anticipates an operating surplus in fiscal year 2021-2022.

Total long-term liabilities have increased by \$460,882,611 over the past two years, as shown in Note 6 to the basic financial statements.

Average daily attendance has decreased by 133 over the past two years. A decrease of 340 ADA is projected for the 2021-2022 fiscal year.

FRESNO UNIFIED SCHOOL DISTRICT
SCHEDULE OF CHARTER SCHOOLS
For the year ended June 30, 2021

<u>Charter Schools Chartered by District</u>	<u>Charter #</u>	<u>Included in District Financial Statements, or Separate report</u>
Aspen Meadow Public Charter School	1792	Separate Report
Carter G. Woodson Public Charter	0378	Separate Report
Morris E. Dailey Elementary Charter School	1172	Separate Report
Sierra Charter School	0898	Separate Report
School of Unlimited Learning	0149	Separate Report
University High School	0890	Separate Report
Aspen Valley Prep Academy	0662	Separate Report
Endeavor Charter School	2099	Separate Report
The Golden Charter Academy	2113	Separate Report*
Aspen Ridge Public School	2115	Separate Report**

* The Golden Charter Academy (2113) began serving students in the 2021-22 fiscal year, effective August 9, 2021.

** Aspen Ridge Public School (2115) began serving students in the 2021-22 fiscal year, effective August 3, 2021.

FRESNO UNIFIED SCHOOL DISTRICT
NOTES TO SUPPLEMENTARY INFORMATION
For the year ended June 30, 2021

NOTE 1- PURPOSE OF SCHEDULES

A - Schedule of Instructional Time:

The District has received incentive funding for increasing instructional time as provided by the Incentives for Longer Instructional Day. This schedule presents information on the amount of instructional time offered by the District, and whether the District complied with the provisions of Education Code Sections 46201 through 46206.

B - Schedule of Expenditure of Federal Awards:

The Schedule of Expenditure of Federal Awards includes the federal award activity of Fresno Unified School District, and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. As a sub-recipient of the State of California the District is using the approved indirect cost rate provided by the California Department of Education rather than the 10-percent de minimis indirect cost rate as allowed under the Uniform Guidance.

The following schedule provides a reconciliation between revenues reported on the Statement of Revenues, Expenditures and Change in Fund Balances and the related expenditures reported on the Schedule of Expenditure of Federal Awards:

<u>Description</u>	<u>AL Number</u>	<u>Amount</u>
Total Federal revenues, Statement of Revenues, Expenditures and Change in Fund Balances		\$ 197,008,658
Less:		
COVID-19 - Child Development: Coronavirus Response and Relief Supplemental Appropriations (CRRSA) act funds received in advance of expenditures incurred.	93.575	(703,395)
Add:		
Child Nutrition: CACFP Claims, Centers and Family Day Care Homes funds expenditures in advance of revenues received.	10.558	<u>155,494</u>
Total Schedule of Expenditure of Federal Awards		<u>\$ 196,460,757</u>

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
NOTES TO SUPPLEMENTARY INFORMATION
For the year ended June 30, 2021

NOTE 1 - PURPOSE OF SCHEDULES (Continued)

C - Reconciliation of Unaudited Actual Financial Report with Audited Financial Statements:

This schedule provides the information necessary to reconcile the fund balances of all funds and the total long-term liabilities as reported on the Unaudited Actual Financial Report to the audited financial statements.

D - Schedule of Financial Trends and Analysis – Unaudited:

This schedule provides information on the District's financial condition over the past three years and its anticipated condition for the 2021-2022 fiscal year, as required by the State Controller's Office. The information in this schedule has been derived from audited information.

E - Schedule of Charter Schools:

This schedule provides information for the California Department of Education to monitor financial reporting by Charter Schools.

NOTE 2 - EARLY RETIREMENT INCENTIVE PROGRAM

Education Code Section 14502 requires certain disclosure in the financial statements of districts which adopt Early Retirement Incentive Programs pursuant to Education Code Section 22714 and 44929. For the fiscal year ended June 30, 2021, the District did not adopt such a program.

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH STATE LAWS AND REGULATIONS

Audit Committee
Fresno Unified School District
Fresno, California

Report on Compliance with State Laws and Regulations

We have audited Fresno Unified School District's compliance with the types of compliance requirements described in the State of California's *2020-21 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* (the "Audit Guide") applicable to the state laws and regulations listed below for the year ended June 30, 2021.

<u>Description</u>	<u>Procedures Performed</u>
Attendance and Distance Learning	Yes
Teacher Certification and Misassignments	Yes
Kindergarten Continuance	Yes
Instructional Time	Yes
Instructional Materials	Yes
Ratio of Administrative Employees to Teachers	Yes
Classroom Teacher Salaries	Yes
Early Retirement Incentive	No, see below
Gann Limit Calculation	Yes
School Accountability Report Card	Yes
K-3 Grade Span Adjustment	Yes
Apprenticeship: Related and Supplemental Instruction	No, see below
Comprehensive School Safety Plan	Yes
District of Choice	No, see below
California Clean Energy Jobs Act	Yes
Proper Expenditure of Education Protection Account Funds	Yes
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Independent Study – course based, for charter schools	No, see below
Attendance, for charter schools	No, see below
Mode of Instruction, for charter schools	No, see below
Nonclassroom-Based Instruction/Independent Study, for charter schools	No, see below
Determination of Funding for Nonclassroom-Based Instruction, for charter schools	No, see below
Charter School Facility Grant Program	No, see below

(Continued)

We did not perform any procedures related to Early Retirement Incentive Program because the District did not offer this program in the current year.

We did not perform any procedures related to Apprenticeship: Related and Supplemental Instruction because the District does not have programs that meet this criteria.

We did not perform any procedures related to District of Choice because the District is not reported as a District of Choice per the California Department of Education.

We did not perform any procedures related to Charter Schools because the District did not include any charter schools in this report.

Management's Responsibility

Management is responsible for compliance with the requirements of state laws and regulations, as listed above.

Auditor's Responsibility

Our responsibility is to express an opinion on Fresno Unified School District's compliance with state laws and regulations as listed above based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the *2020-21 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* (Audit Guide). Those standards and the Audit Guide require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the compliance requirements referred to above that could have a material effect on Fresno Unified School District's compliance with the state laws and regulations listed above occurred. An audit includes examining, on a test basis, evidence about Fresno Unified School District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.


We believe that our audit provides a reasonable basis for our opinion on compliance with state laws and regulations. However, our audit does not provide a legal determination of Fresno Unified School District's compliance.

Opinion on Compliance with State Laws and Regulations

In our opinion, Fresno Unified School District complied, in all material respects, with the compliance requirements referred to above that are applicable to the state laws and regulations referred to above for the year ended June 30, 2021.

Purpose of this Report

The purpose of this report on compliance is solely to describe the scope of our testing of compliance and the results of that testing based on the requirements of the State of California *2020-21 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Accordingly, this report is not suitable for any other purpose.



Crowe LLP

Sacramento, California
November 23, 2021

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN
AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS

Audit Committee
Fresno Unified School District
Fresno, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Fresno Unified School District as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise Fresno Unified School District's basic financial statements, and have issued our report thereon dated November 23, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Fresno Unified School District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Fresno Unified School District's internal control. Accordingly, we do not express an opinion on the effectiveness of Fresno Unified School District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

(Continued)

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Fresno Unified School District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.


Crowe LLP

Sacramento, California
November 23, 2021

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE
FOR EACH MAJOR FEDERAL PROGRAM AND REPORT
ON INTERNAL CONTROL OVER COMPLIANCE
AS REQUIRED BY UNIFORM GUIDANCE

Audit Committee
Fresno Unified School District
Fresno, California

Report on Compliance for Each Major Federal Program

We have audited Fresno Unified School District's compliance with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on each of Fresno Unified School District's major federal programs for the year ended June 30, 2021. Fresno Unified School District's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Fresno Unified School District's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Fresno Unified School District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Fresno Unified School District's compliance.

Opinion on Each Major Federal Program

In our opinion, Fresno Unified School District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2021.

(Continued)

Report on Internal Control Over Compliance

Management of Fresno Unified School District is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Fresno Unified School District's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Fresno Unified School District's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance. Accordingly, this report is not suitable for any other purpose.


Crowe LLP

Sacramento, California
November 23, 2021

FINDINGS AND RECOMMENDATIONS

FRESNO UNIFIED SCHOOL DISTRICT
SCHEDULE OF AUDIT FINDINGS AND QUESTIONED COSTS
Year ended June 30, 2021

SECTION I - SUMMARY OF AUDITOR'S RESULTS

FINANCIAL STATEMENTS

Type of auditors' report issued: Unmodified

Internal control over financial reporting:

Material weakness(es) identified?	_____ Yes	_____ X No
Significant deficiency(ies) identified not considered to be material weakness(es)?	_____ Yes	_____ X None reported

Noncompliance material to financial statements noted?

_____ Yes	_____ X No
-----------	------------

FEDERAL AWARDS

Internal control over major programs:

Material weakness(es) identified?	_____ Yes	_____ X No
Significant deficiency(ies) identified not considered to be material weakness(es)?	_____ Yes	_____ X None reported

Type of auditors' report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?

_____ Yes	_____ X No
-----------	------------

Identification of major programs:

<u>AL Number(s)</u>	<u>Name of Federal Program or Cluster</u>
21.019	COVID-19: Coronavirus Relief Fund (CRF): Learning Loss Mitigation
84.425C, 84.425D	COVID-19: ESF Programs

Dollar threshold used to distinguish between Type A and Type B programs: \$3,000,000

Auditee qualified as low-risk auditee?

_____ X Yes	_____ No
-------------	----------

STATE AWARDS

Type of auditors' report issued on compliance for state programs: Unmodified

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
SCHEDULE OF AUDIT FINDINGS AND QUESTIONED COSTS
Year ended June 30, 2021

SECTION II - FINANCIAL STATEMENT FINDINGS

No matters were reported.

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
SCHEDULE OF AUDIT FINDINGS AND QUESTIONED COSTS
Year ended June 30, 2021

SECTION III - FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

No matters were reported.

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
SCHEDULE OF AUDIT FINDINGS AND QUESTIONED COSTS
Year ended June 30, 2021

SECTION IV - STATE AWARD FINDINGS AND QUESTIONED COSTS

No matters were reported.

**STATUS OF PRIOR YEAR
FINDINGS AND RECOMMENDATIONS**

FRESNO UNIFIED SCHOOL DISTRICT
STATUS OF PRIOR YEAR FINDINGS AND RECOMMENDATIONS
Year ended June 30, 2021

2020-001 STATE COMPLIANCE - UNDUPLICATED LOCAL CONTROL FUNDING FORMULA PUPIL COUNTS (40000)

Condition: In testing the District's compliance with Unduplicated Local Control Funding Pupil Counts, documentation provided by management indicated that although students were classified as Free or Reduced Price Meal eligible within the CALPADS reporting, the students were not eligible as of the census date.

Recommendation: The District should have procedures in place to verify that the records maintained by the District matches what is reported in CALPADS.

Current Status: Implemented.

District Explanation if Not Implemented: Not Applicable.

2020-002 STATE COMPLIANCE – AFTER SCHOOL EDUCATION AND SAFETY (40000)

Condition: Of the four sites selected for testing for the After School Education and Safety (ASES) Program, audit procedures identified that one of the sites attendance reporting included differences between the supporting documentation of pupil count attendance versus the reported counts. The net impact was an overstatement of 9 days of attendance for the ASES program.

Recommendation: The District should enforce controls to ensure accurate accounting for attendance.

Current Status: Implemented.

District Explanation if Not Implemented: Not Applicable.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 08, 2021

Agenda Item B-28

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 First 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 First Interim Financial Report is presented for approval and reflects a positive certification of the district's financial condition. The report is based on the October 31, 2021 year-to-date revenue and expenditures as required by state law.

The Superintendent recommends approval of the First Interim Financial Report.

FINANCIAL SUMMARY: A positive certification reflects that the district's projected reserve for 2021/22 at \$115.1 million exceeds the minimum required reserve for economic uncertainties (2%). Additionally, projections indicate a positive cash balance for the current year and two subsequent years. The support material reflects a multi-year projected budget for the Unrestricted General Fund and utilizes the State assumptions developed by the California County Superintendents Educational Services Association.

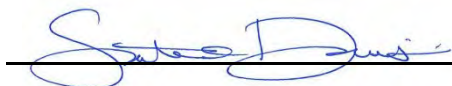
PREPARED BY: Kim Kelstrom
Executive Officer

DIVISION: Administrative Services
PHONE NUMBER: (559) 457-6226

CABINET APPROVAL: Santino Danisi
Chief Financial Officer

SUPERINTENDENT APPROVAL:







Fresno Unified
School District

Agenda Item B-28



First Interim Financial Report 2021/22

12/08/2021

Overview

Summary:

- *Budget to actual report based on year-to-date results*
- *Positive Certification of the district's financial condition*

Items to Review:

- Financial Reporting Timelines
- First Interim 2021/22 – Certification
- First 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

First Interim 2021/22 – Certification

Submitting a Positive Certification for First 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

First Interim 2021/22 – Current Year Revenues

❑ Local Control Funding Formula (LCFF)

- Budget Revision No. 1 recognized an increase in the supplemental and concentration rate; resources will be used for site staff – \$30.3 million
- Community Day school lower enrollment – (\$900,000)

First Interim 2021/22 – Current Year Expenses

☐ Captured savings where appropriate

- Salaries and Benefits – \$14.0 million
- Supplies, Services, Capital Outlay – \$3.6 million
- Indirect Costs – (\$2.0 million)

☐ Salary Contingency per Collective Bargaining Agreement

- 4% ongoing salary increase and one-time 0.5% increase

☐ Board Approved Committed Funds

- Textbook Adoption uncommitted for Physics Adoption – \$900,000

☐ Board Approved One-Time Expenditures Assigned Funds

- Utilization of Reserve – \$35.5 million
- Design Science Facility – \$3.3 million
- Restroom Renovation – \$0.2 million
- Supplemental and Concentration Carryover – \$15.0 million
- Education Center Remodel – \$5.0 million

Multi-Year Projections

❑ Multi-Year Assumptions

- LCFF
 - 2022/23 – 2.48% COLA
 - 2023/24 – 3.11% COLA
- Increase contribution to STRS and PERS per statute
 - 2022/23 – \$12.0 million
 - 2023/24 – \$1.0 million
- Health and Welfare
 - 2022/23 \$2.4 million
 - 2023/24 \$4.0 million
- Workers' Compensation rate at 90% through 2023/24

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 – 26.100%*
- 2023/24 – 27.100%*
- 2024/25 – 27.70%*

**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	\$873.42	\$884.35	\$908.43
Expenses, Sources/Uses	\$861.23	\$907.62	\$920.64
<i>Ongoing Net Change in Fund Balance</i>	\$12.19	(\$23.27)	(\$12.21)
One-Time Funds:			
One-Time Revenues	\$0.78	\$0.00	\$0.00
One-Time Expenses	\$9.69	\$32.55	\$11.00
One-Time State and Federal Recovery Funds	\$206.01	\$258.04	\$194.81
One-Time State and Federal Recovery Expenses	\$144.81	\$196.84	\$194.81
<i>One-Time Net Change in Fund Balance</i>	\$52.29	\$28.65	(\$11.00)
Total Unrestricted General Fund:			
Beginning Balance	\$199.50	\$263.98	\$269.36
Ending Balance	\$263.98	\$269.36	\$246.15
Cash, Inventory, Prepaid Assets	\$3.60	\$3.60	\$3.60
Committed for Future Textbook Adoption	\$25.00	\$11.00	\$0.00
Committed Pandemic Learning and Recovery	\$61.20	\$122.40	\$122.40
Designated Funds	\$35.50	\$12.20	\$0.00
Reserve for One-Time Expenses and Carryover	\$23.55	\$5.00	\$5.00
Net Unrestricted General Fund Balance:	\$115.13	\$115.16	\$115.15
<i>Change in Reserve</i>	<i>\$1.39</i>	<i>\$0.03</i>	<i>(\$0.01)</i>
Reserve level	8.99%	8.42%	8.50%

First Interim 2021/22 – Summary

- ❑ Captured savings from current year expenditures
- ❑ Revised Multi-Year Projections
- ❑ **Resulting “Positive Certification”**
- ❑ **Staff recommends approval of the 2021/22 First Interim Financial Report**

	<u>Projected 2021/22</u>	<u>Projected 2022/23</u>	<u>Projected 2023/24</u>
Ongoing Funds:			
Revenues	\$873.42	\$884.35	\$908.43
Expenses, Sources/Uses	\$861.23	\$907.62	\$920.64
Ongoing Net Change in Fund Balance	\$12.19	(\$23.27)	(\$12.21)
One-Time Funds:			
One-Time Revenues	\$0.78	\$0.00	\$0.00
One-Time Expenses	\$9.69	\$32.55	\$11.00
One-Time State and Federal Recovery Funds	\$206.01	\$258.04	\$194.81
One-Time State and Federal Recovery Expenses	\$144.81	\$196.84	\$194.81
One-Time Net Change in Fund Balance	\$52.29	\$28.65	(\$11.00)
Total Unrestricted General Fund:			
Beginning Balance	\$199.50	\$263.98	\$269.36
Ending Balance	\$263.98	\$269.36	\$246.15
Cash, Inventory, Prepaid Assets	\$3.60	\$3.60	\$3.60
Committed for Future Textbook Adoption	\$25.00	\$11.00	\$0.00
Committed Pandemic Learning and Recovery	\$61.20	\$122.40	\$122.40
Designated Funds	\$35.50	\$12.20	\$0.00
Reserve for One-Time Expenses and Carryover	\$23.55	\$5.00	\$5.00
Net Unrestricted General Fund Balance:	\$115.13	\$115.16	\$115.15
Change in Reserve	\$1.39	\$0.03	(\$0.01)
Reserve level	8.99%	8.42%	8.50%

State Financial Reporting Requirements

The state requires school districts to submit interim financial reports twice a year. The First Interim is due by December 15 and the Second Interim by March 15. With these reports, school districts must certify their financial status for the current and two subsequent fiscal years. The certification status is classified as follows:

- Positive – will meet its reserve requirement and have a positive cash balance
- Qualified – may not meet its reserve requirement and/or may not have a positive cash balance
- Negative – will not meet its reserve requirement and will not have a positive cash balance

Fresno Unified School District has maintained a positive certification since 2006. However, a school district with a qualified or negative certification loses some of its financial autonomy. The district's collective bargaining agreements are subject to County Office scrutiny prior to board approval and the district is prohibited from incurring specific non-voter-approved financial obligations. In addition, qualified or negatively certified school districts must complete a Third Interim Report by June 1st.

Fresno County Superintendent of Schools (FCSS) First Interim Memo to School Districts

The FCSS provided guidance in October that outlined the assumptions school districts should follow while preparing their First Interim reports which includes:

- ✓ *“The large funding priorities in this Adopted Budget are:*
 - *\$11 billion to eliminate interyear principal apportionment deferrals*
 - *\$3.2 billion for 5.07% LCFF mega COLA*
 - *\$1.126 billion for concentration grant increase*
 - *\$1.8 billion for expanded learning time for K-6 unduplicated students*
 - *Requirement for in-person instruction and the availability of independent study*
 - *Multiyear ramp up of universal transitional kindergarten*
 - *Planning for a universal meal program in 2022-23”*
- ✓ *“AB130 and AB167 created multiple planning requirements for the 2021-22 fiscal year including ESSER III Safe Return to In-Person Instruction, Educator Effectiveness Block Grant, A-G Completion Improvement Grant, and Prekindergarten Planning Grant.”*
- ✓ *“The Expanded Learning Opportunities Program for access to comprehensive expanded learning for all unduplicated students in elementary schools. The intent is to provide before- and after-school opportunities that, in combination with the instructional day, total nine hours daily, in addition to 30 expanded learning days during intersession periods.”*
- ✓ *“New LCAP requirements come into effect in 2021-22, including: 1) the requirement for a mid-year one-time supplement to the annual update, 2) carryover requirements for actions, expenditures, and qualitative improvements contributing to increased and improved services for targeted pupils, and 3) demonstration of how the additional concentration grant add-on funding is being used to increase the number of staff providing direct services in high needs schools.”*
- ✓ *“The school district reserve cap will be triggered for the first time beginning with the 2022-23 Adopted Budget to no more than 10% of annual expenditures”*
- Future year funded cost-of-living adjustment (COLA) remained the same as was presented in the 2021/22 Adopted Budget at 2.48% for 2022/23 and 3.11% for 2023/24
- The CalSTRS employer contribution rates remained the same in 2022/23 at 19.10%. The CalPERS employer contribution rates remained the same in 2022/23 at 26.10% and 2023/24 at 27.10%
- The Governor’s final adopted budget eliminated cash flow deferrals for school districts

Rationale for Positive Certification Status

Staff recommends a positive certification status.

For purposes of this memo and analysis, the assumptions utilized include the provisions outlined in the FCSS memo. Also included are local assumptions related to recovery from COVID-19, changes in benefit rates, indirect rates, and 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 (LCFF) for 2021/22

As reported in Budget Revision No. 1, the 2021/22 LCFF supplemental and concentration rate increased from 50% to 65% and resources will be used for site staff allocating an additional \$30.3 million, offset by \$900,000 a result of lower attendance for community day, for a net increase of \$29.4 million.

2. Program Savings

Included in the First Interim are increased savings in the Unrestricted General Fund of \$14.0 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. Staff continues to work on formulating an implementation recommendation, including collecting valuable community input, therefore the First Interim assumes \$15.0 million in savings
- Salary and benefit savings of \$5.0 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
- At the district's adopted budget, a 3% salary increase was planned for 2021/22, however based on the Governor's final adopted budget, and in accordance with collective bargaining agreements, a 4% salary increase is proposed for an increase of \$6.0 million since the district's adopted budget, offsetting the savings mentioned in the bullets above

3. Supplies, Services and Capital Outlay

Included in the First Interim are savings in the area of supplies, services and capital outlay of approximately \$3.4 million primarily in the following areas:

- School sites and departments \$ 3.6 million
- Saturday Academy \$ 0.3 million
- Utilities increased usage (\$ 0.5) million

In addition, an allocation from resources previously committed in the fund balance for textbook adoption will be utilized for a Physics textbook adoption totaling \$900,000. This will be included in the upcoming Budget Revision No. 3.

4. Board of Education Approved One-Time Expenditures

At the June 16, 2021 and October 27, 2021 Board of Education meetings, one-time expenditures and carryover of one-time funds were approved. These items total approximately \$12.3 million.

The First Interim projects \$8.8 million will be expended in 2021/22 in the following main areas:

○ Design Science Facility	\$ 1.7 million
○ Early Teacher Hiring Pool	\$ 1.7 million
○ Restroom Renovation	\$ 1.1 million
○ Fresno High CTE Facility	\$ 0.4 million
○ School Site and Department Carryover	\$ 3.4 million
○ Maintenance Equipment	\$ 0.3 million
○ Technology Software	\$ 0.2 million

The remaining \$39.0 million will be included as assigned fund balance in 2022/23 as follows:

○ Utilization of the Reserve	\$35.5 million
○ Design Science Facility	\$ 3.3 million
○ Restroom Renovation	\$ 0.2 million

In addition, the district recommends reserving of \$15.0 million for Supplemental and Concentration Carryover and \$5.0 million to support the Education Center building remodel.

5. Board of Education Committed Funds

At the October 27, 2021 Board of Education meeting, the multi-year projections included the estimated utilization of fund balance of \$87.1 million and subsequently will utilize \$900,000 from the committed fund balance for Physics textbooks in 2021/22, and the remaining \$86.2 million in 2022/23 and 2023/24 as follows:

<u>Committed Fund Balance</u>	<u>2022/23</u>	<u>2023/24</u>
• Future Textbook Adoptions	\$25.0 million	\$11.0 million
• Pandemic Learning and Recovery	\$61.2 million	\$122.4 million

6. Indirect Cost Rate

The projected additional cost of \$2.0 million in the indirect line item is also based on historic averages. For example, the district historically receives approximately 91% 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 (LCFF) for 2022/23 and 2023/24

The multi-year projections include LCFF funding at the levels mentioned earlier in the report, resulting in an increase for 2022/23 and 2023/24 of \$10.0 million and \$24.0 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 \$12.0 million in 2022/23, and an additional \$1.0 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 \$366 in 2022/23 and \$606 in 2023/24, equating to \$2.4 million and \$4.0 million, respectively.

10. Workers' Compensation for 2022/23 and 2023/24

The multi-year projection maintains the Workers' Compensation rate 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 2022/23.

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 \$75.0 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 First Interim Financial Report with a positive certification as presented.

Attachments:

State 2021/22 First Interim Financial Report

**Fresno Unified School District
2021/22 First Interim**

Fund Name	Actual Beginning Balance	Projected Revenues	Projected Expenditures	Projected Other Financing Sources	Projected Ending Fund Balance
General Fund Unrestricted	\$ 199,504,143	\$ 875,036,680	\$ 699,322,906	\$ (110,368,656)	\$ 264,849,261
General Fund Restricted	\$ 29,688,892	\$ 437,772,005	\$ 573,179,702	\$ 108,897,576	\$ 3,178,771
Total General Fund	\$ 229,193,036	\$ 1,312,808,685	\$ 1,272,502,608	\$ (1,471,080)	\$ 268,028,033

Associated Student Body	\$ 2,046,885	\$ 4,413,452	\$ 3,047,519	\$ -	\$ 3,412,818
Adult Education Fund	\$ 1,745,523	\$ 7,871,325	\$ 7,566,322	\$ -	\$ 2,050,526
Child Development Fund	\$ 703,395	\$ 22,081,046	\$ 22,784,441	\$ -	\$ -
Cafeteria Fund	\$ 13,364,854	\$ 54,947,431	\$ 55,267,354	\$ -	\$ 13,044,931
Deferred Maintenance Fund	\$ -	\$ -	\$ 6,761,766	\$ 6,761,766	\$ -

Adult Education Building Fund	\$ 2,108,027	\$ 25,000	\$ 119,292	\$ -	\$ 2,013,735
Measure X Series B Building Fund	\$ -	\$ -	\$ -	\$ -	\$ -
Measure X Series C Building Fund	\$ 26,794,714	\$ 643,968	\$ 5,000	\$ (41,500,600)	\$ (14,066,918)
Measure X Series D Building Fund	\$ 45,025,854	\$ -	\$ -	\$ (2,500,000)	\$ 42,525,854
Measure M Series A Building Fund	\$ 71,195,647	\$ 524,332	\$ 297,066	\$ (36,861,736)	\$ 34,561,177
Total Building Funds	\$ 145,124,242	\$ 1,193,300	\$ 421,358	\$ (80,862,336)	\$ 65,033,848

Developer Fee Fund	\$ 963,997	\$ 1,557,301	\$ 1,686,015	\$ (28,920)	\$ 806,363
County School Facility Fund	\$ 52,720,448	\$ 604,578	\$ 85,191,088	\$ 74,100,570	\$ 42,234,508
Special Reserve for Capital Outlay	\$ 3,608,493	\$ 48,000	\$ 1,079,522	\$ -	\$ 2,576,971
Total Bond Int and Redemption	\$ 288,473,495	\$ 43,522,656	\$ 63,322,756	\$ -	\$ 268,673,395

Health Fund	\$ 55,510,502	\$ 196,526,440	\$ 192,907,736	\$ (2,000,000)	\$ 57,129,206
Liability Fund	\$ 1,495,019	\$ 7,775,576	\$ 7,651,246	\$ -	\$ 1,619,349
Workers' Compensation Fund	\$ (1,097,149)	\$ 8,278,950	\$ 8,787,909	\$ -	\$ (1,606,108)
Defined Benefits Fund	\$ 10,505,343	\$ 1,319,369	\$ 1,200,000	\$ -	\$ 10,624,712
Total Internal Service Funds	\$ 66,413,715	\$ 213,900,335	\$ 210,546,891	\$ (2,000,000)	\$ 67,767,159

Post Retirement Fund	\$ 69,424,925	\$ 2,158,039	\$ 58,215	\$ 3,500,000	\$ 75,024,749
TOTALS	\$ 873,783,008	\$ 1,665,106,148	\$ 1,730,235,855	\$ -	\$ 808,653,301

Charter Schools	Audited Beginning Balance	Projected Revenues	Projected Expenditures	Projected Ending Fund Balance	Estimated P-2 ADA
Aspen Meadow Charter	\$ 353,260	\$ 4,421,924	\$ 4,413,996	\$ 361,188	259
Aspen Valley Preparatory Academy	\$ 1,931,700	\$ 5,103,880	\$ 5,095,141	\$ 1,940,439	307
Aspen Ridge Public School ^(A)	\$ (107,037)	\$ 1,943,233	\$ 2,077,237	\$ (241,041)	127
Carter G Woodson Charter	\$ 1,787,301	\$ 6,011,491	\$ 5,768,948	\$ 2,029,845	325
Endeavor Charter School	\$ 345,851	\$ 3,380,692	\$ 3,146,867	\$ 579,676	302
Golden Charter Academy	\$ (103,687)	\$ 3,040,051	\$ 2,819,731	\$ 116,633	175
Morris E Dailey Charter	\$ 4,885,928	\$ 3,276,594	\$ 3,801,210	\$ 4,361,312	307
School of Unlimited Learning	\$ 1,707,812	\$ 3,222,027	\$ 3,222,027	\$ 1,707,812	180
Sierra Charter	\$ 3,186,571	\$ 4,948,189	\$ 5,338,348	\$ 2,796,412	325
University High	\$ 4,036,381	\$ 6,224,041	\$ 6,182,902	\$ 4,077,520	465

^(A) The District will be issuing a letter of concern as a result of Aspen Ridge Public School's projected negative ending fund balance

G = General Ledger Data; S = Supplemental Data

		Data Supplied For:			
Form	Description	2021-22 Original Budget	2021-22 Board Approved Operating Budget	2021-22 Actuals to Date	2021-22 Projected Totals
01I	General Fund/County School Service Fund	GS	GS	GS	GS
08I	Student Activity Special Revenue Fund	G	G	G	G
09I	Charter Schools Special Revenue Fund				
10I	Special Education Pass-Through Fund				
11I	Adult Education Fund	G	G	G	G
12I	Child Development Fund	G	G	G	G
13I	Cafeteria Special Revenue Fund	G	G	G	G
14I	Deferred Maintenance Fund	G	G	G	G
15I	Pupil Transportation Equipment Fund				
17I	Special Reserve Fund for Other Than Capital Outlay Projects				
18I	School Bus Emissions Reduction Fund				
19I	Foundation Special Revenue Fund				
20I	Special Reserve Fund for Postemployment Benefits				
21I	Building Fund	G	G	G	G
25I	Capital Facilities Fund	G	G	G	G
30I	State School Building Lease-Purchase Fund				
35I	County School Facilities Fund	G	G	G	G
40I	Special Reserve Fund for Capital Outlay Projects	G	G	G	G
49I	Capital Project Fund for Blended Component Units				
51I	Bond Interest and Redemption Fund	G	G	G	G
52I	Debt Service Fund for Blended Component Units				
53I	Tax Override Fund				
56I	Debt Service Fund				
57I	Foundation Permanent Fund				
61I	Cafeteria Enterprise Fund				
62I	Charter Schools Enterprise Fund				
63I	Other Enterprise Fund				
66I	Warehouse Revolving Fund				
67I	Self-Insurance Fund	G	G	G	G
71I	Retiree Benefit Fund	G	G	G	G
73I	Foundation Private-Purpose Trust Fund				
76I	Warrant/Pass-Through Fund				
95I	Student Body Fund				
AI	Average Daily Attendance	S	S		S
CASH	Cashflow Worksheet				S
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	847,475,392.00	157,424,258.55	846,606,462.00	(868,930.00)	-0.1%
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	(1,889,547.82)	15,744,349.00	161,347.00	1.0%
4) Other Local Revenue		8600-8799	11,139,137.00	11,979,642.00	4,441,911.94	11,816,939.00	(162,703.00)	-1.4%
5) TOTAL, REVENUES			840,020,847.00	875,038,036.00	159,976,622.67	874,167,750.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	322,961,417.00	337,121,058.00	105,567,823.47	331,733,718.00	5,387,340.00	1.6%
2) Classified Salaries		2000-2999	88,607,498.00	95,280,392.00	29,595,335.49	89,070,787.00	6,209,605.00	6.5%
3) Employee Benefits		3000-3999	192,326,546.00	204,194,637.00	48,072,621.21	201,652,178.00	2,542,459.00	1.2%
4) Books and Supplies		4000-4999	24,379,864.00	26,984,258.00	9,532,558.61	26,390,493.00	593,765.00	2.2%
5) Services and Other Operating Expenditures		5000-5999	72,578,942.00	68,861,472.00	19,467,598.00	66,856,160.00	2,005,312.00	2.9%
6) Capital Outlay		6000-6999	5,906,340.00	6,404,918.00	71,218.71	2,943,389.00	3,461,529.00	54.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	1,207,209.00	1,207,209.00	440,512.04	1,230,460.00	(23,251.00)	-1.9%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(20,028,099.00)	(22,584,552.00)	0.00	(20,554,279.00)	(2,030,273.00)	9.0%
9) TOTAL, EXPENDITURES			687,939,717.00	717,469,392.00	212,747,667.53	699,322,906.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			152,081,130.00	157,568,644.00	(52,771,044.86)	174,844,844.00		
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)	(108,920,213.00)	0.00	(108,897,576.00)	22,637.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(113,093,346.00)	(110,391,293.00)	(375,000.00)	(110,368,656.00)		

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	47,177,351.00	(53,146,044.86)	64,476,188.00		
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	246,681,494.26		263,980,331.26		
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	87,100,000.00		86,200,000.00		
Future Textbook Adoption	0000	9760	25,900,000.00					
Pandemic Learning Recovery	0000	9760	61,200,000.00					
Future Textbook Adoption	0000	9760		25,900,000.00				
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		
d) Assigned								
Other Assignments		9780	32,000,000.00	32,000,000.00		59,050,000.00		
Utilization of Reserve	0000	9780	32,000,000.00					
Utilization of Reserve	0000	9780		32,000,000.00				
Design Science Building	0000	9780				3,350,000.00		
Restroom Renovation	0000	9780				200,000.00		
Education Center Remodel	0000	9780				5,000,000.00		
Utilization of Reserve	0000	9780				35,500,000.00		
Supplemental and Concentration Carry	0000	9780				15,000,000.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	98,933,951.02	123,978,393.73		115,127,230.73		
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	609,035,429.00	115,973,572.00	608,166,499.00	(868,930.00)	-0.1%
Education Protection Account State Aid - Current Year		8012	67,372,288.00	166,014,530.00	41,504,029.00	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	0.00	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	0.00	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	474,755.11	2,023,608.00	0.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	(1,728,390.00)	(1,728,390.00)	0.00	(1,728,390.00)	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	6,439,961.00	6,439,961.00	0.00	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	851,867,649.00	158,262,390.49	850,998,719.00	(868,930.00)	-0.1%
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)	(838,131.94)	(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	847,475,392.00	157,424,258.55	846,606,462.00	(868,930.00)	-0.1%
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	0.00	2,779,509.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	10,481,580.00	11,390,007.00	(2,257,323.82)	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	367,776.00	1,574,833.00	161,347.00	11.4%
TOTAL, OTHER STATE REVENUE			14,650,014.00	15,583,002.00	(1,889,547.82)	15,744,349.00	161,347.00	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)
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00		
Unsecured Roll		8616	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00		
Supplemental Taxes		8618	0.00	0.00	0.00	0.00		
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Non-LCFF								
Taxes		8629	0.00	0.00	0.00	0.00		
Sales								
Sale of Equipment/Supplies		8631	42,527.00	42,527.00	0.00	42,527.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	385,000.00	385,000.00	15,522.00	85,000.00	(300,000.00)	-77.9%
Interest		8660	2,000,000.00	2,000,000.00	90,060.15	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	9,552,115.00	4,337,111.22	9,689,412.00	137,297.00	1.4%
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	11,979,642.00	4,441,911.94	11,816,939.00	(162,703.00)	-1.4%
TOTAL, REVENUES			840,020,847.00	875,038,036.00	159,976,622.67	874,167,750.00	(870,286.00)	-0.1%

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)
Certificated Teachers' Salaries		1100	271,770,931.00	273,082,711.00	84,683,648.77	268,859,234.00	4,223,477.00	1.5%
Certificated Pupil Support Salaries		1200	5,292,188.00	17,496,584.00	6,179,253.02	16,558,631.00	937,953.00	5.4%
Certificated Supervisors' and Administrators' Salaries		1300	43,015,584.00	43,657,323.00	13,886,028.41	43,491,962.00	165,361.00	0.4%
Other Certificated Salaries		1900	2,882,714.00	2,884,440.00	818,893.27	2,823,891.00	60,549.00	2.1%
TOTAL, CERTIFICATED SALARIES			322,961,417.00	337,121,058.00	105,567,823.47	331,733,718.00	5,387,340.00	1.6%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	6,192,262.00	14,718,443.00	2,203,657.32	9,770,040.00	4,948,403.00	33.6%
Classified Support Salaries		2200	40,852,014.00	42,191,973.00	13,727,708.15	41,356,306.00	835,667.00	2.0%
Classified Supervisors' and Administrators' Salaries		2300	12,063,405.00	11,654,596.00	3,961,816.55	11,317,184.00	337,412.00	2.9%
Clerical, Technical and Office Salaries		2400	27,223,500.00	24,232,475.00	8,577,703.91	24,183,620.00	48,855.00	0.2%
Other Classified Salaries		2900	2,276,317.00	2,482,905.00	1,124,449.56	2,443,637.00	39,268.00	1.6%
TOTAL, CLASSIFIED SALARIES			88,607,498.00	95,280,392.00	29,595,335.49	89,070,787.00	6,209,605.00	6.5%
EMPLOYEE BENEFITS								
STRS		3101-3102	52,958,198.00	54,961,256.00	16,364,842.85	53,792,242.00	1,169,014.00	2.1%
PERS		3201-3202	18,695,333.00	18,079,436.00	5,651,986.19	17,111,251.00	968,185.00	5.4%
OASDI/Medicare/Alternative		3301-3302	10,400,025.00	10,892,778.00	3,221,164.41	10,672,554.00	220,224.00	2.0%
Health and Welfare Benefits		3401-3402	73,245,193.00	82,672,319.00	15,077,286.91	82,696,181.00	(23,862.00)	0.0%
Unemployment Insurance		3501-3502	4,698,909.00	2,230,926.00	665,593.02	2,045,581.00	185,345.00	8.3%
Workers' Compensation		3601-3602	4,659,678.00	4,724,957.00	1,304,708.88	4,535,926.00	189,031.00	4.0%
OPEB, Allocated		3701-3702	27,379,368.00	30,301,642.00	5,576,464.13	30,487,351.00	(185,709.00)	-0.6%
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	331,323.00	210,574.82	311,092.00	20,231.00	6.1%
TOTAL, EMPLOYEE BENEFITS			192,326,546.00	204,194,637.00	48,072,621.21	201,652,178.00	2,542,459.00	1.2%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	1,503.00	901,503.00	0.00	900,000.00	1,503.00	0.2%
Books and Other Reference Materials		4200	908,000.00	1,044,914.11	195,881.54	738,075.00	306,839.11	29.4%
Materials and Supplies		4300	18,302,511.00	19,208,692.89	6,190,695.76	18,954,284.00	254,408.89	1.3%
Noncapitalized Equipment		4400	4,926,700.00	5,587,998.00	3,145,981.31	5,569,985.00	18,013.00	0.3%
Food		4700	241,150.00	241,150.00	0.00	228,149.00	13,001.00	5.4%
TOTAL, BOOKS AND SUPPLIES			24,379,864.00	26,984,258.00	9,532,558.61	26,390,493.00	593,765.00	2.2%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	20,214,566.00	20,424,837.00	1,270,272.61	20,344,823.00	80,014.00	0.4%
Travel and Conferences		5200	1,238,659.00	1,172,350.00	71,383.71	710,915.00	461,435.00	39.4%
Dues and Memberships		5300	149,191.00	163,371.00	145,224.50	159,253.00	4,118.00	2.5%
Insurance		5400-5450	4,539,210.00	4,579,855.00	1,304,712.83	4,855,482.00	(275,627.00)	-6.0%
Operations and Housekeeping Services		5500	23,821,060.00	24,721,060.00	8,177,005.31	24,190,774.00	530,286.00	2.1%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	6,348,739.00	6,903,502.00	2,834,301.03	7,074,333.00	(170,831.00)	-2.5%
Transfers of Direct Costs		5710	(2,515,532.00)	(2,480,191.00)	0.00	(1,947,640.00)	(532,551.00)	21.5%
Transfers of Direct Costs - Interfund		5750	(127,975.00)	(95,062.00)	18,650.04	(108,742.00)	13,680.00	-14.4%
Professional/Consulting Services and Operating Expenditures		5800	15,786,589.00	10,346,176.00	5,533,358.61	8,651,170.00	1,695,006.00	16.4%
Communications		5900	3,124,435.00	3,125,574.00	112,689.36	2,925,792.00	199,782.00	6.4%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			72,578,942.00	68,861,472.00	19,467,598.00	66,856,160.00	2,005,312.00	2.9%

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)
CAPITAL OUTLAY								
Land		6100	28,000.00	28,005.00	0.00	28,005.00	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	5,264,006.00	5,104,027.00	4,157.73	1,753,257.00	3,350,770.00	65.6%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	101,159.00	672,462.00	21,188.85	635,258.00	37,204.00	5.5%
Equipment Replacement		6500	513,175.00	600,424.00	45,872.13	526,869.00	73,555.00	12.3%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			5,906,340.00	6,404,918.00	71,218.71	2,943,389.00	3,461,529.00	54.0%
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	0.00	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	68,811.00	36,216.00	(36,216.00)	New
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	1,118,944.00	371,701.04	1,118,944.00	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	1,207,209.00	440,512.04	1,230,460.00	(23,251.00)	-1.9%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	(17,499,259.00)	(20,011,982.00)	0.00	(18,059,750.00)	(1,952,232.00)	9.8%
Transfers of Indirect Costs - Interfund		7350	(2,528,840.00)	(2,572,570.00)	0.00	(2,494,529.00)	(78,041.00)	3.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(20,028,099.00)	(22,584,552.00)	0.00	(20,554,279.00)	(2,030,273.00)	9.0%
TOTAL, EXPENDITURES			687,939,717.00	717,469,392.00	212,747,667.53	699,322,906.00	18,146,486.00	2.5%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (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)	(108,920,213.00)	0.00	(108,897,576.00)	22,637.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(111,622,266.00)	(108,920,213.00)	0.00	(108,897,576.00)	22,637.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			(113,093,346.00)	(110,391,293.00)	(375,000.00)	(110,368,656.00)	22,637.00	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)
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	287,987,274.00	51,808,032.22	264,130,540.00	(23,856,734.00)	-8.3%
3) Other State Revenue		8300-8599	172,537,953.00	193,709,278.00	17,479,513.27	165,880,329.00	(27,828,949.00)	-14.4%
4) Other Local Revenue		8600-8799	7,188,937.00	9,123,920.00	2,922,058.66	7,761,136.00	(1,362,784.00)	-14.9%
5) TOTAL, REVENUES			389,583,541.00	490,820,472.00	72,209,604.15	437,772,005.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	170,137,684.00	202,404,594.00	40,583,606.78	196,945,982.00	5,458,612.00	2.7%
2) Classified Salaries		2000-2999	64,454,566.00	69,593,122.00	15,421,025.29	66,151,746.00	3,441,376.00	4.9%
3) Employee Benefits		3000-3999	151,980,715.00	157,299,254.00	22,232,903.48	153,928,000.00	3,371,254.00	2.1%
4) Books and Supplies		4000-4999	43,286,823.00	94,492,095.00	8,339,201.89	75,052,727.00	19,439,368.00	20.6%
5) Services and Other Operating Expenditures		5000-5999	55,958,858.00	79,248,406.00	8,230,482.79	59,545,632.00	19,702,774.00	24.9%
6) Capital Outlay		6000-6999	2,105,302.00	2,615,973.00	(141,531.11)	1,244,924.00	1,371,049.00	52.4%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	1,504,358.00	2,594,358.00	189,638.79	2,250,941.00	343,417.00	13.2%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	17,499,259.00	20,011,982.00	0.00	18,059,750.00	1,952,232.00	9.8%
9) TOTAL, EXPENDITURES			506,927,565.00	628,259,784.00	94,855,327.91	573,179,702.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(117,344,024.00)	(137,439,312.00)	(22,645,723.76)	(135,407,697.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	7,356,409.00	7,356,409.00	2,500,000.00	6,761,766.00	(594,643.00)	-8.1%
b) Transfers Out		7600-7629	7,356,409.00	7,356,409.00	2,500,000.00	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	108,920,213.00	0.00	108,897,576.00	(22,637.00)	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			111,622,266.00	108,920,213.00	0.00	108,897,576.00		

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)	(22,645,723.76)	(26,510,121.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	6,891,551.59	29,788,892.30		29,688,892.30	(100,000.00)	-0.3%
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	29,788,892.30		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	29,788,892.30		29,688,892.30		
2) Ending Balance, June 30 (E + F1e)			1,169,793.59	1,269,793.30		3,178,771.30		
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	1,269,793.55		3,178,772.55		
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	(0.25)		(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	(13,835,945.24)	14,759,163.00	(1,475,928.00)	-9.1%
Special Education Discretionary Grants		8182	1,367,099.00	1,455,208.00	(1,268,462.93)	1,385,375.00	(69,833.00)	-4.8%
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	691,200.00	1.79	691,200.00	0.00	0.0%
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	72,747,466.00	6,188,596.98	56,536,832.00	(16,210,634.00)	-22.3%
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	10,763,516.00	5,525,773.29	7,245,232.00	(3,518,284.00)	-32.7%

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	(18,269.69)	194,609.00	0.00	0.0%
Title III, Part A, English Learner Program	4203	8290	1,727,922.00	1,677,917.00	17,133.27	1,677,917.00	0.00	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	7,984,216.00	(2,518,455.71)	7,817,415.00	(166,801.00)	-2.1%
Career and Technical Education	3500-3599	8290	1,084,387.00	1,084,387.00	(395,810.07)	1,228,770.00	144,383.00	13.3%
All Other Federal Revenue	All Other	8290	103,395,533.00	175,153,664.00	58,113,470.53	172,594,027.00	(2,559,637.00)	-1.5%
TOTAL, FEDERAL REVENUE			209,856,651.00	287,987,274.00	51,808,032.22	264,130,540.00	(23,856,734.00)	-8.3%
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	10,495,635.00	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	245,894.00	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	(2,371,618.65)	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	(286,802.87)	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	1,949,822.00	(6,018.00)	-0.3%
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	125,062,696.00	6,587,589.47	97,239,765.00	(27,822,931.00)	-22.2%
TOTAL, OTHER STATE REVENUE			172,537,953.00	193,709,278.00	17,479,513.27	165,880,329.00	(27,828,949.00)	-14.4%

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)
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	1,086,500.55	1,976,830.00	(60,766.00)	-3.0%
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%
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	5,996,324.00	1,835,558.11	4,694,306.00	(1,302,018.00)	-21.7%
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	9,123,920.00	2,922,058.66	7,761,136.00	(1,362,784.00)	-14.9%
TOTAL, REVENUES			389,583,541.00	490,820,472.00	72,209,604.15	437,772,005.00	(53,048,467.00)	-10.8%

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 (E/B) (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	119,916,082.00	151,450,774.00	29,626,132.34	148,674,146.00	2,776,628.00	1.8%
Certificated Pupil Support Salaries		1200	30,041,147.00	30,129,775.00	4,958,640.10	28,707,169.00	1,422,606.00	4.7%
Certificated Supervisors' and Administrators' Salaries		1300	8,189,413.00	8,408,453.00	2,411,070.84	7,733,187.00	675,266.00	8.0%
Other Certificated Salaries		1900	11,991,042.00	12,415,592.00	3,587,763.50	11,831,480.00	584,112.00	4.7%
TOTAL, CERTIFICATED SALARIES			170,137,684.00	202,404,594.00	40,583,606.78	196,945,982.00	5,458,612.00	2.7%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	31,056,919.00	30,970,395.00	7,012,194.10	29,079,077.00	1,891,318.00	6.1%
Classified Support Salaries		2200	24,847,811.00	28,249,947.00	5,978,078.81	27,979,480.00	270,467.00	1.0%
Classified Supervisors' and Administrators' Salaries		2300	3,270,316.00	3,331,819.00	929,866.51	3,158,267.00	173,552.00	5.2%
Clerical, Technical and Office Salaries		2400	4,415,002.00	5,008,292.00	1,345,028.92	4,997,731.00	10,561.00	0.2%
Other Classified Salaries		2900	864,518.00	2,032,669.00	155,856.95	937,191.00	1,095,478.00	53.9%
TOTAL, CLASSIFIED SALARIES			64,454,566.00	69,593,122.00	15,421,025.29	66,151,746.00	3,441,376.00	4.9%
EMPLOYEE BENEFITS								
STRS		3101-3102	69,738,487.00	75,487,678.00	6,755,181.07	72,690,562.00	2,797,116.00	3.7%
PERS		3201-3202	13,584,834.00	13,724,413.00	3,189,782.04	13,315,225.00	409,188.00	3.0%
OASDI/Medicare/Alternative		3301-3302	6,906,522.00	6,914,913.00	1,614,261.84	6,909,201.00	5,712.00	0.1%
Health and Welfare Benefits		3401-3402	41,547,803.00	41,519,231.00	7,103,299.92	41,509,137.00	10,094.00	0.0%
Unemployment Insurance		3501-3502	2,070,078.00	1,551,346.00	282,810.22	1,482,730.00	68,616.00	4.4%
Workers' Compensation		3601-3602	2,730,050.00	2,745,427.00	594,219.54	2,680,723.00	64,704.00	2.4%
OPEB, Allocated		3701-3702	15,091,899.00	15,044,761.00	2,627,181.27	15,040,686.00	4,075.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	311,042.00	311,485.00	66,167.58	299,736.00	11,749.00	3.8%
TOTAL, EMPLOYEE BENEFITS			151,980,715.00	157,299,254.00	22,232,903.48	153,928,000.00	3,371,254.00	2.1%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	500,000.00	2,500,000.00	1,261,547.80	2,313,461.00	186,539.00	7.5%
Books and Other Reference Materials		4200	3,354,091.00	3,350,181.00	1,215,352.63	2,963,530.00	386,651.00	11.5%
Materials and Supplies		4300	21,608,794.00	63,111,910.00	3,658,559.72	53,036,331.00	10,075,579.00	16.0%
Noncapitalized Equipment		4400	17,821,438.00	25,527,504.00	2,203,741.74	16,739,405.00	8,788,099.00	34.4%
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	94,492,095.00	8,339,201.89	75,052,727.00	19,439,368.00	20.6%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	22,312,582.00	35,480,556.00	2,962,421.02	18,210,478.00	17,270,078.00	48.7%
Travel and Conferences		5200	1,485,684.00	1,622,604.00	308,778.39	1,186,219.00	436,385.00	26.9%
Dues and Memberships		5300	1,610.00	33,834.00	32,741.00	32,741.00	1,093.00	3.2%
Insurance		5400-5450	2,695,561.00	2,711,550.00	594,225.53	2,672,265.00	39,285.00	1.4%
Operations and Housekeeping Services		5500	63,184.00	63,184.00	0.00	48,888.00	14,296.00	22.6%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	2,377,384.00	2,564,898.00	275,696.03	2,174,373.00	390,525.00	15.2%
Transfers of Direct Costs		5710	2,515,532.00	2,480,191.00	0.00	1,947,640.00	532,551.00	21.5%
Transfers of Direct Costs - Interfund		5750	(3,493,787.00)	(3,490,787.00)	(263,854.34)	(1,616,796.00)	(1,873,991.00)	53.7%
Professional/Consulting Services and Operating Expenditures		5800	26,477,346.00	36,258,614.00	3,690,657.73	33,381,804.00	2,876,810.00	7.9%
Communications		5900	1,523,762.00	1,523,762.00	629,817.43	1,508,020.00	15,742.00	1.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			55,958,858.00	79,248,406.00	8,230,482.79	59,545,632.00	19,702,774.00	24.9%

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)
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	1,583,164.00	(357,153.70)	278,940.00	1,304,224.00	82.4%
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	731,331.00	771,140.00	215,652.59	704,612.00	66,528.00	8.6%
Equipment Replacement		6500	253,669.00	261,669.00	(30.00)	261,372.00	297.00	0.1%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			2,105,302.00	2,615,973.00	(141,531.11)	1,244,924.00	1,371,049.00	52.4%
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	189,638.79	1,160,941.00	343,417.00	22.8%
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	0.00	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	189,638.79	2,250,941.00	343,417.00	13.2%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	17,499,259.00	20,011,982.00	0.00	18,059,750.00	1,952,232.00	9.8%
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	20,011,982.00	0.00	18,059,750.00	1,952,232.00	9.8%
TOTAL, EXPENDITURES			506,927,565.00	628,259,784.00	94,855,327.91	573,179,702.00	55,080,082.00	8.8%

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 (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	2,500,000.00	6,761,766.00	(594,643.00)	-8.1%
(a) TOTAL, INTERFUND TRANSFERS IN			7,356,409.00	7,356,409.00	2,500,000.00	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	2,500,000.00	6,761,766.00	594,643.00	8.1%
(b) TOTAL, INTERFUND TRANSFERS OUT			7,356,409.00	7,356,409.00	2,500,000.00	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	108,920,213.00	0.00	108,897,576.00	(22,637.00)	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			111,622,266.00	108,920,213.00	0.00	108,897,576.00	(22,637.00)	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			111,622,266.00	108,920,213.00	0.00	108,897,576.00	22,637.00	0.0%

2021-22 First 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	847,475,392.00	157,424,258.55	846,606,462.00	(868,930.00)	-0.1%
2) Federal Revenue		8100-8299	209,856,651.00	287,987,274.00	51,808,032.22	264,130,540.00	(23,856,734.00)	-8.3%
3) Other State Revenue		8300-8599	187,187,967.00	209,292,280.00	15,589,965.45	181,624,678.00	(27,667,602.00)	-13.2%
4) Other Local Revenue		8600-8799	18,328,074.00	21,103,562.00	7,363,970.60	19,578,075.00	(1,525,487.00)	-7.2%
5) TOTAL, REVENUES			1,229,604,388.00	1,365,858,508.00	232,186,226.82	1,311,939,755.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	493,099,101.00	539,525,652.00	146,151,430.25	528,679,700.00	10,845,952.00	2.0%
2) Classified Salaries		2000-2999	153,062,064.00	164,873,514.00	45,016,360.78	155,222,533.00	9,650,981.00	5.9%
3) Employee Benefits		3000-3999	344,307,261.00	361,493,891.00	70,305,524.69	355,580,178.00	5,913,713.00	1.6%
4) Books and Supplies		4000-4999	67,666,687.00	121,476,353.00	17,871,760.50	101,443,220.00	20,033,133.00	16.5%
5) Services and Other Operating Expenditures		5000-5999	128,537,800.00	148,109,878.00	27,698,080.79	126,401,792.00	21,708,086.00	14.7%
6) Capital Outlay		6000-6999	8,011,642.00	9,020,891.00	(70,312.40)	4,188,313.00	4,832,578.00	53.6%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	2,711,567.00	3,801,567.00	630,150.83	3,481,401.00	320,166.00	8.4%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(2,528,840.00)	(2,572,570.00)	0.00	(2,494,529.00)	(78,041.00)	3.0%
9) TOTAL, EXPENDITURES			1,194,867,282.00	1,345,729,176.00	307,602,995.44	1,272,502,608.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			34,737,106.00	20,129,332.00	(75,416,768.62)	39,437,147.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	7,385,329.00	7,385,329.00	2,500,000.00	6,790,686.00	(594,643.00)	-8.1%
b) Transfers Out		7600-7629	8,856,409.00	8,856,409.00	2,875,000.00	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 First 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	18,658,252.00	(75,791,768.62)	37,966,067.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	189,916,304.33	229,293,035.56		229,193,035.56	(100,000.00)	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	229,293,035.56		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	229,293,035.56		229,193,035.56		
2) Ending Balance, June 30 (E + F1e)			223,182,330.33	247,951,287.56		267,159,102.56		
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	1,269,793.55		3,178,772.55		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	87,100,000.00	87,100,000.00		86,200,000.00		
Future Textbook Adoption	0000	9760	25,900,000.00					
Pandemic Learning Recovery	0000	9760	61,200,000.00					
Future Textbook Adoption	0000	9760		25,900,000.00				
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		
d) Assigned								
Other Assignments		9780	32,000,000.00	32,000,000.00		59,050,000.00		
Utilization of Reserve	0000	9780	32,000,000.00					
Utilization of Reserve	0000	9780		32,000,000.00				
Design Science Building	0000	9780				3,350,000.00		
Restroom Renovation	0000	9780				200,000.00		
Education Center Remodel	0000	9780				5,000,000.00		
Utilization of Reserve	0000	9780				35,500,000.00		
Supplemental and Concentration Carry	0000	9780				15,000,000.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	98,933,951.02	123,978,393.73		115,127,230.73		
Unassigned/Unappropriated Amount		9790	0.00	(0.25)		(1.25)		

2021-22 First 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	609,035,429.00	115,973,572.00	608,166,499.00	(868,930.00)	-0.1%
Education Protection Account State Aid - Current Year		8012	67,372,288.00	166,014,530.00	41,504,029.00	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	0.00	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	0.00	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	474,755.11	2,023,608.00	0.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	(1,728,390.00)	(1,728,390.00)	0.00	(1,728,390.00)	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	6,439,961.00	6,439,961.00	0.00	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	851,867,649.00	158,262,390.49	850,998,719.00	(868,930.00)	-0.1%
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)	(838,131.94)	(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	847,475,392.00	157,424,258.55	846,606,462.00	(868,930.00)	-0.1%
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	(13,835,945.24)	14,759,163.00	(1,475,928.00)	-9.1%
Special Education Discretionary Grants		8182	1,367,099.00	1,455,208.00	(1,268,462.93)	1,385,375.00	(69,833.00)	-4.8%
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	691,200.00	1.79	691,200.00	0.00	0.0%
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	72,747,466.00	6,188,596.98	56,536,832.00	(16,210,634.00)	-22.3%
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	10,763,516.00	5,525,773.29	7,245,232.00	(3,518,284.00)	-32.7%

2021-22 First 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	(18,269.69)	194,609.00	0.00	0.0%
Title III, Part A, English Learner Program	4203	8290	1,727,922.00	1,677,917.00	17,133.27	1,677,917.00	0.00	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	7,984,216.00	(2,518,455.71)	7,817,415.00	(166,801.00)	-2.1%
Career and Technical Education	3500-3599	8290	1,084,387.00	1,084,387.00	(395,810.07)	1,228,770.00	144,383.00	13.3%
All Other Federal Revenue	All Other	8290	103,395,533.00	175,153,664.00	58,113,470.53	172,594,027.00	(2,559,637.00)	-1.5%
TOTAL, FEDERAL REVENUE			209,856,651.00	287,987,274.00	51,808,032.22	264,130,540.00	(23,856,734.00)	-8.3%
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	10,495,635.00	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	245,894.00	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	0.00	2,779,509.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	13,905,651.00	15,932,142.00	(4,628,942.47)	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	(286,802.87)	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	1,949,822.00	(6,018.00)	-0.3%
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	126,476,182.00	6,955,365.47	98,814,598.00	(27,661,584.00)	-21.9%
TOTAL, OTHER STATE REVENUE			187,187,967.00	209,292,280.00	15,589,965.45	181,624,678.00	(27,667,602.00)	-13.2%

2021-22 First 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	1,086,500.55	1,976,830.00	(60,766.00)	-3.0%
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	42,527.00	42,527.00	0.00	42,527.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	385,000.00	385,000.00	15,522.00	85,000.00	(300,000.00)	-77.9%
Interest		8660	2,000,000.00	2,000,000.00	90,060.15	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	15,548,439.00	6,172,669.33	14,383,718.00	(1,164,721.00)	-7.5%
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	21,103,562.00	7,363,970.60	19,578,075.00	(1,525,487.00)	-7.2%
TOTAL, REVENUES			1,229,604,388.00	1,365,858,508.00	232,186,226.82	1,311,939,755.00	(53,918,753.00)	-3.9%

2021-22 First 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	424,533,485.00	114,309,781.11	417,533,380.00	7,000,105.00	1.6%
Certificated Pupil Support Salaries		1200	35,333,335.00	47,626,359.00	11,137,893.12	45,265,800.00	2,360,559.00	5.0%
Certificated Supervisors' and Administrators' Salaries		1300	51,204,997.00	52,065,776.00	16,297,099.25	51,225,149.00	840,627.00	1.6%
Other Certificated Salaries		1900	14,873,756.00	15,300,032.00	4,406,656.77	14,655,371.00	644,661.00	4.2%
TOTAL, CERTIFICATED SALARIES			493,099,101.00	539,525,652.00	146,151,430.25	528,679,700.00	10,845,952.00	2.0%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	37,249,181.00	45,688,838.00	9,215,851.42	38,849,117.00	6,839,721.00	15.0%
Classified Support Salaries		2200	65,699,825.00	70,441,920.00	19,705,786.96	69,335,786.00	1,106,134.00	1.6%
Classified Supervisors' and Administrators' Salaries		2300	15,333,721.00	14,986,415.00	4,891,683.06	14,475,451.00	510,964.00	3.4%
Clerical, Technical and Office Salaries		2400	31,638,502.00	29,240,767.00	9,922,732.83	29,181,351.00	59,416.00	0.2%
Other Classified Salaries		2900	3,140,835.00	4,515,574.00	1,280,306.51	3,380,828.00	1,134,746.00	25.1%
TOTAL, CLASSIFIED SALARIES			153,062,064.00	164,873,514.00	45,016,360.78	155,222,533.00	9,650,981.00	5.9%
EMPLOYEE BENEFITS								
STRS		3101-3102	122,696,685.00	130,448,934.00	23,120,023.92	126,482,804.00	3,966,130.00	3.0%
PERS		3201-3202	32,280,167.00	31,803,849.00	8,841,768.23	30,426,476.00	1,377,373.00	4.3%
OASDI/Medicare/Alternative		3301-3302	17,306,547.00	17,807,691.00	4,835,426.25	17,581,755.00	225,936.00	1.3%
Health and Welfare Benefits		3401-3402	114,792,996.00	124,191,550.00	22,180,586.83	124,205,318.00	(13,768.00)	0.0%
Unemployment Insurance		3501-3502	6,768,987.00	3,782,272.00	948,403.24	3,528,311.00	253,961.00	6.7%
Workers' Compensation		3601-3602	7,389,728.00	7,470,384.00	1,898,928.42	7,216,649.00	253,735.00	3.4%
OPEB, Allocated		3701-3702	42,471,267.00	45,346,403.00	8,203,645.40	45,528,037.00	(181,634.00)	-0.4%
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	642,808.00	276,742.40	610,828.00	31,980.00	5.0%
TOTAL, EMPLOYEE BENEFITS			344,307,261.00	361,493,891.00	70,305,524.69	355,580,178.00	5,913,713.00	1.6%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	501,503.00	3,401,503.00	1,261,547.80	3,213,461.00	188,042.00	5.5%
Books and Other Reference Materials		4200	4,262,091.00	4,395,095.11	1,411,234.17	3,701,605.00	693,490.11	15.8%
Materials and Supplies		4300	39,911,305.00	82,320,602.89	9,849,255.48	71,990,615.00	10,329,987.89	12.5%
Noncapitalized Equipment		4400	22,748,138.00	31,115,502.00	5,349,723.05	22,309,390.00	8,806,112.00	28.3%
Food		4700	243,650.00	243,650.00	0.00	228,149.00	15,501.00	6.4%
TOTAL, BOOKS AND SUPPLIES			67,666,687.00	121,476,353.00	17,871,760.50	101,443,220.00	20,033,133.00	16.5%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	42,527,148.00	55,905,393.00	4,232,693.63	38,555,301.00	17,350,092.00	31.0%
Travel and Conferences		5200	2,724,343.00	2,794,954.00	380,162.10	1,897,134.00	897,820.00	32.1%
Dues and Memberships		5300	150,801.00	197,205.00	177,965.50	191,994.00	5,211.00	2.6%
Insurance		5400-5450	7,234,771.00	7,291,405.00	1,898,938.36	7,527,747.00	(236,342.00)	-3.2%
Operations and Housekeeping Services		5500	23,884,244.00	24,784,244.00	8,177,005.31	24,239,662.00	544,582.00	2.2%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	8,726,123.00	9,468,400.00	3,109,997.06	9,248,706.00	219,694.00	2.3%
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)	(3,585,849.00)	(245,204.30)	(1,725,538.00)	(1,860,311.00)	51.9%
Professional/Consulting Services and Operating Expenditures		5800	42,263,935.00	46,604,790.00	9,224,016.34	42,032,974.00	4,571,816.00	9.8%
Communications		5900	4,648,197.00	4,649,336.00	742,506.79	4,433,812.00	215,524.00	4.6%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			128,537,800.00	148,109,878.00	27,698,080.79	126,401,792.00	21,708,086.00	14.7%

2021-22 First 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	28,005.00	0.00	28,005.00	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	6,384,308.00	6,687,191.00	(352,995.97)	2,032,197.00	4,654,994.00	69.6%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	832,490.00	1,443,602.00	236,841.44	1,339,870.00	103,732.00	7.2%
Equipment Replacement		6500	766,844.00	862,093.00	45,842.13	788,241.00	73,852.00	8.6%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			8,011,642.00	9,020,891.00	(70,312.40)	4,188,313.00	4,832,578.00	53.6%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	88,265.00	88,265.00	0.00	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	258,449.79	1,197,157.00	307,201.00	20.4%
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	0.00	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	1,118,944.00	371,701.04	1,118,944.00	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	3,801,567.00	630,150.83	3,481,401.00	320,166.00	8.4%
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)	(2,572,570.00)	0.00	(2,494,529.00)	(78,041.00)	3.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(2,528,840.00)	(2,572,570.00)	0.00	(2,494,529.00)	(78,041.00)	3.0%
TOTAL, EXPENDITURES			1,194,867,282.00	1,345,729,176.00	307,602,995.44	1,272,502,608.00	73,226,568.00	5.4%

2021-22 First 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)
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	2,500,000.00	6,790,686.00	(594,643.00)	-8.1%
(a) TOTAL, INTERFUND TRANSFERS IN			7,385,329.00	7,385,329.00	2,500,000.00	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	2,875,000.00	8,261,766.00	594,643.00	6.7%
(b) TOTAL, INTERFUND TRANSFERS OUT			8,856,409.00	8,856,409.00	2,875,000.00	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	1,838,767.36
7085	Learning Communities for School Success P	170,212.31
7311	Classified School Employee Professional De	0.48
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		3,178,772.55

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	5,027,223.00	26,878.89	4,413,452.00	(613,771.00)	-12.2%
5) TOTAL, REVENUES			5,027,223.00	5,027,223.00	26,878.89	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	5,027,223.00	27,141.57	3,047,519.00	1,979,704.00	39.4%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	41.00	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	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	5,027,223.00	27,182.57	3,047,519.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	(303.68)	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	(303.68)	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	6,481.19	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	5,027,223.00	20,397.70	4,406,971.00	(620,252.00)	-12.3%
TOTAL, REVENUES			5,027,223.00	5,027,223.00	26,878.89	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	5,027,223.00	27,141.57	3,047,519.00	1,979,704.00	39.4%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			5,027,223.00	5,027,223.00	27,141.57	3,047,519.00	1,979,704.00	39.4%
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	41.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	41.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
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	5,027,223.00	27,182.57	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	1,243,904.00	(78,693.45)	1,243,904.00	0.00	0.0%
3) Other State Revenue		8300-8599	6,098,047.00	6,098,047.00	0.00	6,098,047.00	0.00	0.0%
4) Other Local Revenue		8600-8799	608,087.00	608,087.00	113,569.11	529,374.00	(78,713.00)	-12.9%
5) TOTAL, REVENUES			7,857,379.00	7,950,038.00	34,875.66	7,871,325.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	2,436,842.00	2,443,342.00	844,020.81	2,432,614.00	10,728.00	0.4%
2) Classified Salaries		2000-2999	1,620,303.00	1,623,303.00	429,703.47	1,501,425.00	121,878.00	7.5%
3) Employee Benefits		3000-3999	2,362,927.00	2,379,927.00	492,278.14	2,324,729.00	55,198.00	2.3%
4) Books and Supplies		4000-4999	1,790,112.00	1,761,321.00	47,644.97	320,296.00	1,441,025.00	81.8%
5) Services and Other Operating Expenditures		5000-5999	863,140.00	1,019,090.00	246,611.85	772,354.00	246,736.00	24.2%
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	276,879.00	276,879.00	0.00	214,904.00	61,975.00	22.4%
9) TOTAL, EXPENDITURES			9,350,203.00	9,503,862.00	2,060,259.24	7,566,322.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(1,492,824.00)	(1,553,824.00)	(2,025,383.58)	305,003.00		
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)	(2,025,383.58)	305,003.00		
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		2,050,526.08		
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		1,882,985.14		
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	(78,693.45)	120,764.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	1,028,609.00	1,123,140.00	0.00	1,123,140.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			1,151,245.00	1,243,904.00	(78,693.45)	1,243,904.00	0.00	0.0%
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	0.00	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	0.00	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	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	215,275.00	215,275.00	37,217.56	126,115.00	(89,160.00)	-41.4%
Interagency Services		8677	342,811.00	342,811.00	74,788.05	353,258.00	10,447.00	3.0%
Other Local Revenue								
All Other Local Revenue		8699	50,001.00	50,001.00	1,563.50	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	113,569.11	529,374.00	(78,713.00)	-12.9%
TOTAL, REVENUES			7,857,379.00	7,950,038.00	34,875.66	7,871,325.00		

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	1,541,751.00	536,130.18	1,531,292.00	10,459.00	0.7%
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	901,591.00	307,890.63	901,322.00	269.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			2,436,842.00	2,443,342.00	844,020.81	2,432,614.00	10,728.00	0.4%
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	135,995.29	480,904.00	25,409.00	5.0%
Classified Supervisors' and Administrators' Salaries		2300	112,910.00	115,910.00	36,898.79	115,124.00	786.00	0.7%
Clerical, Technical and Office Salaries		2400	939,580.00	939,580.00	253,633.62	876,927.00	62,653.00	6.7%
Other Classified Salaries		2900	61,500.00	61,500.00	3,175.77	28,470.00	33,030.00	53.7%
TOTAL, CLASSIFIED SALARIES			1,620,303.00	1,623,303.00	429,703.47	1,501,425.00	121,878.00	7.5%
EMPLOYEE BENEFITS								
STRS		3101-3102	677,807.00	694,807.00	124,182.78	693,852.00	955.00	0.1%
PERS		3201-3202	346,363.00	346,363.00	94,202.63	341,720.00	4,643.00	1.3%
OASDI/Medicare/Alternative		3301-3302	146,077.00	147,277.00	40,705.76	147,158.00	119.00	0.1%
Health and Welfare Benefits		3401-3402	829,975.00	810,775.00	154,271.89	781,996.00	28,779.00	3.5%
Unemployment Insurance		3501-3502	1,967.00	19,967.00	6,270.84	19,650.00	317.00	1.6%
Workers' Compensation		3601-3602	46,656.00	46,656.00	13,496.70	44,155.00	2,501.00	5.4%
OPEB, Allocated		3701-3702	306,999.00	306,999.00	57,059.31	289,240.00	17,759.00	5.8%
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	7,083.00	2,088.23	6,958.00	125.00	1.8%
TOTAL, EMPLOYEE BENEFITS			2,362,927.00	2,379,927.00	492,278.14	2,324,729.00	55,198.00	2.3%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	5,939.00	5,939.00	0.00	0.00	5,939.00	100.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	1,765,517.00	1,724,953.00	36,335.96	290,659.00	1,434,294.00	83.1%
Noncapitalized Equipment		4400	18,656.00	30,429.00	11,309.01	29,637.00	792.00	2.6%
TOTAL, BOOKS AND SUPPLIES			1,790,112.00	1,761,321.00	47,644.97	320,296.00	1,441,025.00	81.8%

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)
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	63,749.00	63,627.00	26,923.58	45,313.00	18,314.00	28.8%
Travel and Conferences		5200	34,920.00	45,920.00	4,253.00	11,428.00	34,492.00	75.1%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	45,651.00	45,651.00	13,496.70	44,120.00	1,531.00	3.4%
Operations and Housekeeping Services		5500	265,250.00	393,000.00	88,966.40	332,957.00	60,043.00	15.3%
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	81.50	13,409.00	245.00	1.8%
Professional/Consulting Services and Operating Expenditures		5800	443,416.00	457,238.00	112,890.67	325,127.00	132,111.00	28.9%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			863,140.00	1,019,090.00	246,611.85	772,354.00	246,736.00	24.2%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
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	276,879.00	0.00	214,904.00	61,975.00	22.4%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			276,879.00	276,879.00	0.00	214,904.00	61,975.00	22.4%
TOTAL, EXPENDITURES			9,350,203.00	9,503,862.00	2,060,259.24	7,566,322.00		

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	1,336,039.49
Total, Restricted Balance		<u>1,882,985.14</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	(361,333.45)	1,401,845.00	0.00	0.0%
3) Other State Revenue		8300-8599	20,229,316.00	20,229,316.00	9,465,720.61	20,042,370.00	(186,946.00)	-0.9%
4) Other Local Revenue		8600-8799	267,556.00	636,831.00	282,171.75	636,831.00	0.00	0.0%
5) TOTAL, REVENUES			21,898,717.00	22,267,992.00	9,386,558.91	22,081,046.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	5,633,723.00	6,728,111.00	1,980,653.10	6,606,284.00	121,827.00	1.8%
2) Classified Salaries		2000-2999	4,248,736.00	3,763,276.00	1,054,602.41	3,698,824.00	64,452.00	1.7%
3) Employee Benefits		3000-3999	8,408,840.00	8,154,745.00	1,615,374.93	7,846,575.00	308,170.00	3.8%
4) Books and Supplies		4000-4999	1,608,419.00	1,927,638.00	14,180.90	2,273,137.00	(345,499.00)	-17.9%
5) Services and Other Operating Expenditures		5000-5999	1,129,071.00	1,483,959.00	117,350.52	1,453,584.00	30,375.00	2.0%
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	869,928.00	913,658.00	0.00	906,037.00	7,621.00	0.8%
9) TOTAL, EXPENDITURES			21,898,717.00	22,971,387.00	4,782,161.86	22,784,441.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	(703,395.00)	4,604,397.05	(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)	4,604,397.05	(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	(361,333.45)	1,401,845.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			1,401,845.00	1,401,845.00	(361,333.45)	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	16,418,707.00	6,726,301.00	16,418,707.00	0.00	0.0%
All Other State Revenue	All Other	8590	3,810,609.00	3,810,609.00	2,739,419.61	3,623,663.00	(186,946.00)	-4.9%
TOTAL, OTHER STATE REVENUE			20,229,316.00	20,229,316.00	9,465,720.61	20,042,370.00	(186,946.00)	-0.9%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	23,660.00	23,660.00	0.00	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	282,171.75	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	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			267,556.00	636,831.00	282,171.75	636,831.00	0.00	0.0%
TOTAL, REVENUES			21,898,717.00	22,267,992.00	9,386,558.91	22,081,046.00		

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)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	4,799,322.00	5,881,409.00	1,742,749.44	5,827,499.00	53,910.00	0.9%
Certificated Pupil Support Salaries		1200	112,337.00	114,337.00	34,734.83	113,456.00	881.00	0.8%
Certificated Supervisors' and Administrators' Salaries		1300	323,104.00	323,104.00	82,166.67	256,926.00	66,178.00	20.5%
Other Certificated Salaries		1900	398,960.00	409,261.00	121,002.16	408,403.00	858.00	0.2%
TOTAL, CERTIFICATED SALARIES			5,633,723.00	6,728,111.00	1,980,653.10	6,606,284.00	121,827.00	1.8%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	4,022,327.00	3,536,867.00	997,549.72	3,493,999.00	42,868.00	1.2%
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	104,359.00	104,359.00	21,047.62	91,140.00	13,219.00	12.7%
Clerical, Technical and Office Salaries		2400	122,050.00	122,050.00	36,005.07	113,685.00	8,365.00	6.9%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			4,248,736.00	3,763,276.00	1,054,602.41	3,698,824.00	64,452.00	1.7%
EMPLOYEE BENEFITS								
STRS		3101-3102	1,470,066.00	1,520,066.00	273,652.97	1,518,674.00	1,392.00	0.1%
PERS		3201-3202	1,092,949.00	1,096,267.00	260,072.95	948,632.00	147,635.00	13.5%
OASDI/Medicare/Alternative		3301-3302	424,521.00	425,633.00	104,424.64	405,818.00	19,815.00	4.7%
Health and Welfare Benefits		3401-3402	3,761,103.00	3,568,357.00	674,839.88	3,496,942.00	71,415.00	2.0%
Unemployment Insurance		3501-3502	121,374.00	52,638.00	14,968.76	52,215.00	423.00	0.8%
Workers' Compensation		3601-3602	117,385.00	117,552.00	30,202.59	115,455.00	2,097.00	1.8%
OPEB, Allocated		3701-3702	1,391,411.00	1,344,095.00	249,597.91	1,282,403.00	61,692.00	4.6%
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	7,615.23	26,436.00	3,701.00	12.3%
TOTAL, EMPLOYEE BENEFITS			8,408,840.00	8,154,745.00	1,615,374.93	7,846,575.00	308,170.00	3.8%
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	1,927,638.00	14,180.90	2,273,137.00	(345,499.00)	-17.9%
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	1,927,638.00	14,180.90	2,273,137.00	(345,499.00)	-17.9%

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	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	115,533.00	30,216.78	115,445.00	88.00	0.1%
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	2,250.62	633,917.00	2,250.00	0.4%
Professional/Consulting Services and Operating Expenditures		5800	323,714.00	732,259.00	84,880.57	704,219.00	28,040.00	3.8%
Communications		5900	0.00	0.00	2.55	3.00	(3.00)	New
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			1,129,071.00	1,483,959.00	117,350.52	1,453,584.00	30,375.00	2.0%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
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	913,658.00	0.00	906,037.00	7,621.00	0.8%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			869,928.00	913,658.00	0.00	906,037.00	7,621.00	0.8%
TOTAL, EXPENDITURES			21,898,717.00	22,971,387.00	4,782,161.86	22,784,441.00		

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	52,069,158.00	(53,404.45)	51,999,419.00	(69,739.00)	-0.1%
3) Other State Revenue		8300-8599	1,708,586.00	1,708,586.00	0.00	1,708,586.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,289,060.00	1,389,426.00	798,520.52	1,239,426.00	(150,000.00)	-10.8%
5) TOTAL, REVENUES			55,066,804.00	55,167,170.00	745,116.07	54,947,431.00		
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	14,820,482.00	3,991,090.99	15,160,617.00	(340,135.00)	-2.3%
3) Employee Benefits		3000-3999	11,668,385.00	11,668,385.00	2,610,990.65	11,624,835.00	43,550.00	0.4%
4) Books and Supplies		4000-4999	23,254,999.00	23,255,365.00	4,772,853.59	23,414,051.00	(158,686.00)	-0.7%
5) Services and Other Operating Expenditures		5000-5999	2,769,998.00	2,769,998.00	210,445.80	3,004,898.00	(234,900.00)	-8.5%
6) Capital Outlay		6000-6999	0.00	808,813.00	379,682.34	689,365.00	119,448.00	14.8%
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	1,382,033.00	0.00	1,373,588.00	8,445.00	0.6%
9) TOTAL, EXPENDITURES			53,895,897.00	54,705,076.00	11,965,063.37	55,267,354.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			1,170,907.00	462,094.00	(11,219,947.30)	(319,923.00)		
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	462,094.00	(11,219,947.30)	(319,923.00)		
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	12,283,754.50		13,044,931.32		
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	10,740,560.68		11,501,737.40		
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	52,069,158.00	(53,404.45)	51,999,419.00	(69,739.00)	-0.1%
Donated Food Commodities		8221	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			52,069,158.00	52,069,158.00	(53,404.45)	51,999,419.00	(69,739.00)	-0.1%
OTHER STATE REVENUE								
Child Nutrition Programs		8520	1,708,586.00	1,708,586.00	0.00	1,708,586.00	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			1,708,586.00	1,708,586.00	0.00	1,708,586.00	0.00	0.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	150,000.00	150,000.00	3,906.12	150,000.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	350,000.00	350,000.00	(29,973.68)	200,000.00	(150,000.00)	-42.9%
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	824,588.08	889,426.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,289,060.00	1,389,426.00	798,520.52	1,239,426.00	(150,000.00)	-10.8%
TOTAL, REVENUES			55,066,804.00	55,167,170.00	745,116.07	54,947,431.00		

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	11,708,067.00	3,377,417.46	12,108,515.00	(400,448.00)	-3.4%
Classified Supervisors' and Administrators' Salaries		2300	1,025,804.00	1,025,804.00	325,750.38	1,024,876.00	928.00	0.1%
Clerical, Technical and Office Salaries		2400	986,611.00	986,611.00	287,923.15	927,226.00	59,385.00	6.0%
Other Classified Salaries		2900	1,100,000.00	1,100,000.00	0.00	1,100,000.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			14,820,482.00	14,820,482.00	3,991,090.99	15,160,617.00	(340,135.00)	-2.3%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	2,667,634.00	2,667,634.00	808,403.02	2,850,365.00	(182,731.00)	-6.8%
OASDI/Medicare/Alternative		3301-3302	895,902.00	895,902.00	263,255.67	1,038,485.00	(142,583.00)	-15.9%
Health and Welfare Benefits		3401-3402	5,751,283.00	5,751,283.00	1,063,237.69	5,402,031.00	349,252.00	6.1%
Unemployment Insurance		3501-3502	6,503.00	6,503.00	20,064.98	73,767.00	(67,264.00)	-1034.4%
Workers' Compensation		3601-3602	157,768.00	157,768.00	42,875.31	168,355.00	(10,587.00)	-6.7%
OPEB, Allocated		3701-3702	2,127,407.00	2,127,407.00	393,232.22	2,023,476.00	103,931.00	4.9%
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	19,921.76	68,356.00	(6,468.00)	-10.5%
TOTAL, EMPLOYEE BENEFITS			11,668,385.00	11,668,385.00	2,610,990.65	11,624,835.00	43,550.00	0.4%
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	2,655,261.00	1,387,901.03	2,559,530.00	95,731.00	3.6%
Noncapitalized Equipment		4400	100,000.00	100,000.00	(269,890.70)	100,000.00	0.00	0.0%
Food		4700	20,500,104.00	20,500,104.00	3,654,843.26	20,754,521.00	(254,417.00)	-1.2%
TOTAL, BOOKS AND SUPPLIES			23,254,999.00	23,255,365.00	4,772,853.59	23,414,051.00	(158,686.00)	-0.7%

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	27,000.00	27,000.00	4,689.05	32,130.00	(5,130.00)	-19.0%
Dues and Memberships		5300	70,000.00	70,000.00	18,803.88	70,462.00	(462.00)	-0.7%
Insurance		5400-5450	154,554.00	154,554.00	42,881.89	168,354.00	(13,800.00)	-8.9%
Operations and Housekeeping Services		5500	698,000.00	698,000.00	3,881.61	702,981.00	(4,981.00)	-0.7%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,574,444.00	1,574,444.00	29,911.69	1,610,244.00	(35,800.00)	-2.3%
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	32,589.67	162,567.00	(59,456.00)	-57.7%
Professional/Consulting Services and Operating Expenditures		5800	108,889.00	108,889.00	75,234.87	228,110.00	(119,221.00)	-109.5%
Communications		5900	34,000.00	34,000.00	2,453.14	30,050.00	3,950.00	11.6%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			2,769,998.00	2,769,998.00	210,445.80	3,004,898.00	(234,900.00)	-8.5%
CAPITAL OUTLAY								
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	808,813.00	379,682.34	689,365.00	119,448.00	14.8%
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	808,813.00	379,682.34	689,365.00	119,448.00	14.8%
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	1,382,033.00	0.00	1,373,588.00	8,445.00	0.6%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			1,382,033.00	1,382,033.00	0.00	1,373,588.00	8,445.00	0.6%
TOTAL, EXPENDITURES			53,895,897.00	54,705,076.00	11,965,063.37	55,267,354.00		

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	9,617,073.82
5320	Child Nutrition: Child Care Food Program (CCFP) Claims-Ce	1,884,663.58
Total, Restricted Balance		<u>11,501,737.40</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	0.00	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.00	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	305,700.00	0.00	283,851.00	21,849.00	7.1%
5) Services and Other Operating Expenditures		5000-5999	7,225,709.00	7,050,709.00	2,792,073.27	6,477,915.00	572,794.00	8.1%
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	2,792,073.27	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)	(2,792,073.27)	(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	2,500,000.00	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	2,500,000.00	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	(292,073.27)	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	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%
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	0.00	0.00	0.00	0.0%
TOTAL, REVENUES			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)
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	305,700.00	0.00	283,851.00	21,849.00	7.1%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			130,700.00	305,700.00	0.00	283,851.00	21,849.00	7.1%
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	6,188,262.00	2,289,806.82	5,616,443.00	571,819.00	9.2%
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	201,159.00	18,419.76	200,846.00	313.00	0.2%
Professional/Consulting Services and Operating Expenditures		5800	949,833.00	661,288.00	483,846.69	660,626.00	662.00	0.1%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			7,225,709.00	7,050,709.00	2,792,073.27	6,477,915.00	572,794.00	8.1%
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	2,792,073.27	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	2,500,000.00	6,761,766.00	(594,643.00)	-8.1%
(a) TOTAL, INTERFUND TRANSFERS IN			7,356,409.00	7,356,409.00	2,500,000.00	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	2,500,000.00	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	0.00	1,193,300.00	(263,450.00)	-18.1%
5) TOTAL, REVENUES			1,193,300.00	1,456,750.00	0.00	1,193,300.00		
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	13,751.05	421,358.00	160,536.00	27.6%
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	13,751.05	421,358.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			611,406.00	874,856.00	(13,751.05)	771,942.00		
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	2,500,000.00	80,862,336.00	63,153,734.00	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)	(2,500,000.00)	(80,862,336.00)		

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)	(2,513,751.05)	(80,090,394.00)		
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		65,033,848.15		
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		65,033,848.15		
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	0.00	1,193,300.00	(263,450.00)	-18.1%
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	0.00	1,193,300.00	(263,450.00)	-18.1%
TOTAL, REVENUES			1,193,300.00	1,456,750.00	0.00	1,193,300.00		

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	48,497.00	16,503.00	25.4%
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	11,334.30	68,378.00	6,622.00	8.8%
Professional/Consulting Services and Operating Expenditures		5800	441,894.00	441,894.00	2,416.75	304,483.00	137,411.00	31.1%
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	13,751.05	421,358.00	160,536.00	27.6%

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)
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	13,751.05	421,358.00		

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	2,500,000.00	80,862,336.00	63,153,734.00	43.9%
(b) TOTAL, INTERFUND TRANSFERS OUT			123,893,968.00	144,016,070.00	2,500,000.00	80,862,336.00	63,153,734.00	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)	(2,500,000.00)	(80,862,336.00)		

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	418,020.42	1,557,301.00	167,301.00	12.0%
5) TOTAL, REVENUES			1,390,000.00	1,390,000.00	418,020.42	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	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	197.00	18,803.00	14,994.32	17,974.00	829.00	4.4%
5) Services and Other Operating Expenditures		5000-5999	428,614.00	1,311,410.00	12,816.95	520,561.00	790,849.00	60.3%
6) Capital Outlay		6000-6999	1,437,369.00	994,864.00	703,659.94	1,147,480.00	(152,616.00)	-15.3%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,866,180.00	2,325,077.00	731,471.21	1,686,015.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(476,180.00)	(935,077.00)	(313,450.79)	(128,714.00)		
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)	(313,450.79)	(157,634.00)		
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)		806,362.79		
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		806,362.79		
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	0.00	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	418,020.42	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	418,020.42	1,557,301.00	167,301.00	12.0%
TOTAL, REVENUES			1,390,000.00	1,390,000.00	418,020.42	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	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								
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	17,974.00	829.00	4.4%
TOTAL, BOOKS AND SUPPLIES			197.00	18,803.00	14,994.32	17,974.00	829.00	4.4%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	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	145,843.00	145,843.00	1,920.00	22,092.00	123,751.00	84.9%
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	1,124.00	1,409.65	1,124.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	271,805.00	1,164,443.00	9,487.30	497,345.00	667,098.00	57.3%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			428,614.00	1,311,410.00	12,816.95	520,561.00	790,849.00	60.3%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
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	966,795.00	703,284.94	1,115,964.00	(149,169.00)	-15.4%
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	994,864.00	703,659.94	1,147,480.00	(152,616.00)	-15.3%
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	731,471.21	1,686,015.00		

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	806,362.79
Total, Restricted Balance		806,362.79

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	4,578.00	604,578.00	4,578.00	0.8%
5) TOTAL, REVENUES			600,000.00	600,000.00	4,578.00	604,578.00		
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	14,990.29	14,990.00	(14,990.00)	New
3) Employee Benefits		3000-3999	0.00	0.00	464.70	464.00	(464.00)	New
4) Books and Supplies		4000-4999	1,516,775.00	1,887,832.00	74,860.98	887,766.00	1,000,066.00	53.0%
5) Services and Other Operating Expenditures		5000-5999	13,404,587.00	23,758,957.00	4,391,183.59	11,335,879.00	12,423,078.00	52.3%
6) Capital Outlay		6000-6999	66,241,042.00	55,515,615.00	15,013,606.05	72,951,989.00	(17,436,374.00)	-31.4%
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			81,162,404.00	81,162,404.00	19,495,105.61	85,191,088.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(80,562,404.00)	(80,562,404.00)	(19,490,527.61)	(84,586,510.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	116,537,559.00	136,659,661.00	0.00	74,100,570.00	(62,559,091.00)	-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	74,100,570.00		

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	(19,490,527.61)	(10,485,940.00)		
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		42,234,508.48		
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		42,234,508.48		
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	0.00	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	4,578.00	4,578.00	4,578.00	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	4,578.00	604,578.00	4,578.00	0.8%
TOTAL, REVENUES			600,000.00	600,000.00	4,578.00	604,578.00		

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	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	14,990.29	14,990.00	(14,990.00)	New
TOTAL, CLASSIFIED SALARIES			0.00	0.00	14,990.29	14,990.00	(14,990.00)	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	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	217.36	217.00	(217.00)	New
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	74.95	75.00	(75.00)	New
Workers' Compensation		3601-3602	0.00	0.00	172.39	172.00	(172.00)	New
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	464.70	464.00	(464.00)	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	293,150.00	0.00	293,116.00	34.00	0.0%
Noncapitalized Equipment		4400	1,220,431.00	1,594,682.00	74,860.98	594,650.00	1,000,032.00	62.7%
TOTAL, BOOKS AND SUPPLIES			1,516,775.00	1,887,832.00	74,860.98	887,766.00	1,000,066.00	53.0%
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	1,201.76	1,202.00	(1,202.00)	New
Insurance		5400-5450	0.00	0.00	172.39	172.00	(172.00)	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	10,137,443.00	1,163,638.58	3,452,857.00	6,684,586.00	65.9%
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	4,561,255.00	157,518.47	2,178,657.00	2,382,598.00	52.2%
Professional/Consulting Services and Operating Expenditures		5800	7,533,960.00	9,060,259.00	3,068,652.39	5,702,991.00	3,357,268.00	37.1%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			13,404,587.00	23,758,957.00	4,391,183.59	11,335,879.00	12,423,078.00	52.3%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CAPITAL OUTLAY								
Land		6100	1,504,538.00	1,192,419.00	32,191.16	379,609.00	812,810.00	68.2%
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	46,844,147.00	14,911,439.96	71,372,475.00	(24,528,328.00)	-52.4%
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	7,330,341.00	7,479,049.00	69,974.93	1,199,905.00	6,279,144.00	84.0%
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	55,515,615.00	15,013,606.05	72,951,989.00	(17,436,374.00)	-31.4%
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	19,495,105.61	85,191,088.00		

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	74,100,570.00	(62,559,091.00)	-45.8%
(a) TOTAL, INTERFUND TRANSFERS IN			116,537,559.00	136,659,661.00	0.00	74,100,570.00	(62,559,091.00)	-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	74,100,570.00		

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	0.00	48,000.00	0.00	0.0%
5) TOTAL, REVENUES			48,000.00	48,000.00	0.00	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	1,309,546.00	387,426.46	1,282,161.00	27,385.00	2.1%
3) Employee Benefits		3000-3999	700,211.00	719,711.00	180,336.73	711,628.00	8,083.00	1.1%
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	417,739.00	17,502.51	(1,409,822.00)	1,827,561.00	437.5%
6) Capital Outlay		6000-6999	661,425.00	636,463.00	4,292.47	495,555.00	140,908.00	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			3,083,459.00	3,083,459.00	589,558.17	1,079,522.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(3,035,459.00)	(3,035,459.00)	(589,558.17)	(1,031,522.00)		
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)	(589,558.17)	(1,031,522.00)		
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		2,576,970.87		
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		2,576,970.87		
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	0.00	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	0.00	48,000.00	0.00	0.0%
TOTAL, REVENUES			48,000.00	48,000.00	0.00	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	306,015.96	986,809.00	315.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	176,168.00	176,168.00	34,974.95	149,684.00	26,484.00	15.0%
Clerical, Technical and Office Salaries		2400	143,254.00	146,254.00	46,435.55	145,668.00	586.00	0.4%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			1,306,546.00	1,309,546.00	387,426.46	1,282,161.00	27,385.00	2.1%
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	89,111.15	293,743.00	6,765.00	2.3%
OASDI/Medicare/Alternative		3301-3302	97,628.00	98,128.00	29,157.66	98,085.00	43.00	0.0%
Health and Welfare Benefits		3401-3402	207,944.00	210,444.00	40,473.80	210,405.00	39.00	0.0%
Unemployment Insurance		3501-3502	639.00	16,139.00	1,905.69	15,771.00	368.00	2.3%
Workers' Compensation		3601-3602	15,027.00	15,027.00	4,502.91	14,745.00	282.00	1.9%
OPEB, Allocated		3701-3702	76,917.00	77,917.00	14,969.52	77,829.00	88.00	0.1%
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	216.00	1,050.00	498.00	32.2%
TOTAL, EMPLOYEE BENEFITS			700,211.00	719,711.00	180,336.73	711,628.00	8,083.00	1.1%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	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	14,758.00	4,502.91	14,745.00	13.00	0.1%
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)	(2,082,585.00)	0.00	(1,603,068.00)	(479,517.00)	23.0%
Professional/Consulting Services and Operating Expenditures		5800	2,214,387.00	2,485,566.00	12,999.60	178,501.00	2,307,065.00	92.8%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			415,277.00	417,739.00	17,502.51	(1,409,822.00)	1,827,561.00	437.5%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CAPITAL OUTLAY								
Land		6100	5,000.00	5,000.00	0.00	3,750.00	1,250.00	25.0%
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	4,292.47	466,805.00	139,658.00	23.0%
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	25,000.00	25,000.00	0.00	25,000.00	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			661,425.00	636,463.00	4,292.47	495,555.00	140,908.00	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			3,083,459.00	3,083,459.00	589,558.17	1,079,522.00		

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		<u>0.00</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	433,777.00	433,777.00	0.00	433,777.00	0.00	0.0%
4) Other Local Revenue		8600-8799	43,063,860.00	43,063,860.00	278,586.42	43,088,879.00	25,019.00	0.1%
5) TOTAL, REVENUES			43,497,637.00	43,497,637.00	278,586.42	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	41,711,163.43	63,322,756.00	(5,556,163.00)	-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	41,711,163.43	63,322,756.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(14,268,956.00)	(14,268,956.00)	(41,432,577.01)	(19,800,100.00)		
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)	(41,432,577.01)	(19,800,100.00)		
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		268,673,394.93		
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		268,673,394.93		
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	0.00	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	0.00	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	0.00	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	255,574.71	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	49,864.91	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	278,586.42	43,088,879.00	25,019.00	0.1%
TOTAL, REVENUES			43,497,637.00	43,497,637.00	278,586.42	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	42.93	14,629.00	4,376.00	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	41,711,163.43	63,322,756.00	(5,556,163.00)	-9.6%
TOTAL, EXPENDITURES			57,766,593.00	57,766,593.00	41,711,163.43	63,322,756.00		

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	26,965,740.53	213,900,335.00	1,337,540.00	0.6%
5) TOTAL, REVENUES			204,456,573.00	212,562,795.00	26,965,740.53	213,900,335.00		
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	571,142.50	1,692,110.00	(54,702.00)	-3.3%
3) Employee Benefits		3000-3999	913,446.00	934,946.00	257,218.79	948,531.00	(13,585.00)	-1.5%
4) Books and Supplies		4000-4999	8,617.00	167,328.00	0.00	160,328.00	7,000.00	4.2%
5) Services and Other Operating Expenses		5000-5999	200,826,965.00	207,326,072.00	63,591,919.98	207,745,922.00	(419,850.00)	-0.2%
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	64,420,281.27	210,546,891.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			1,088,183.00	2,497,041.00	(37,454,540.74)	3,353,444.00		
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	(37,954,540.74)	1,353,444.00		
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		67,767,159.07		
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		67,767,159.07		

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	0.00	1,601,470.00	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								
In-District Premiums/Contributions		8674	176,271,832.00	202,950,565.00	24,727,261.66	204,282,458.00	1,331,893.00	0.7%
All Other Fees and Contracts		8689	4,199,488.00	4,997,020.00	1,130,696.04	5,001,180.00	4,160.00	0.1%
Other Local Revenue								
All Other Local Revenue		8699	22,407,743.00	3,013,740.00	1,107,782.83	3,015,227.00	1,487.00	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			204,456,573.00	212,562,795.00	26,965,740.53	213,900,335.00	1,337,540.00	0.6%
TOTAL, REVENUES			204,456,573.00	212,562,795.00	26,965,740.53	213,900,335.00		

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	9,581.31	18,325.00	(12,127.00)	-195.7%
Classified Supervisors' and Administrators' Salaries		2300	568,034.00	568,034.00	187,255.38	583,007.00	(14,973.00)	-2.6%
Clerical, Technical and Office Salaries		2400	1,045,130.00	1,063,176.00	374,305.81	1,090,778.00	(27,602.00)	-2.6%
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	571,142.50	1,692,110.00	(54,702.00)	-3.3%
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	118,841.23	353,933.00	(9,274.00)	-2.7%
OASDI/Medicare/Alternative		3301-3302	115,478.00	117,478.00	40,818.89	122,025.00	(4,547.00)	-3.9%
Health and Welfare Benefits		3401-3402	308,548.00	308,548.00	63,466.42	304,359.00	4,189.00	1.4%
Unemployment Insurance		3501-3502	861.00	15,861.00	2,774.54	26,123.00	(10,262.00)	-64.7%
Workers' Compensation		3601-3602	17,391.00	19,391.00	6,592.41	19,975.00	(584.00)	-3.0%
OPEB, Allocated		3701-3702	123,854.00	123,854.00	23,473.87	117,394.00	6,460.00	5.2%
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	1,251.43	4,722.00	433.00	8.4%
TOTAL, EMPLOYEE BENEFITS			913,446.00	934,946.00	257,218.79	948,531.00	(13,585.00)	-1.5%
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	0.00	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	0.00	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	850.23	8,560.00	2,111.00	19.8%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	5,442,919.00	5,562,468.00	3,677,128.26	5,665,677.00	(103,209.00)	-1.9%
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	21,559.33	69,708.00	7,256.00	9.4%
Professional/Consulting Services and Operating Expenditures		5800	195,227,243.00	201,620,232.00	59,888,022.22	201,992,466.00	(372,234.00)	-0.2%
Communications		5900	16,951.00	15,737.00	4,359.94	9,511.00	6,226.00	39.6%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			200,826,965.00	207,326,072.00	63,591,919.98	207,745,922.00	(419,850.00)	-0.2%

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 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	64,420,281.27	210,546,891.00		
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	0.00	2,158,039.00	0.00	0.0%
5) TOTAL, REVENUES			2,158,039.00	2,158,039.00	0.00	2,158,039.00		
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	0.00	58,215.00	41,785.00	41.8%
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	0.00	58,215.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			2,058,039.00	2,058,039.00	0.00	2,099,824.00		
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	875,000.00	5,599,824.00		
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		75,024,748.63		
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		75,024,748.63		
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	0.00	2,158,039.00	0.00	0.0%
Fees and Contracts								
In-District Premiums/Contributions		8674	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			2,158,039.00	2,158,039.00	0.00	2,158,039.00	0.00	0.0%
TOTAL, REVENUES			2,158,039.00	2,158,039.00	0.00	2,158,039.00		
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	0.00	58,215.00	41,785.00	41.8%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			100,000.00	100,000.00	0.00	58,215.00	41,785.00	41.8%
TOTAL, EXPENSES			100,000.00	100,000.00	0.00	58,215.00		
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	75,024,748.63
Total, Restricted Net Position		<u>75,024,748.63</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	63,246.00	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	63,246.00	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	63,246.00	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	182,903,683.32	291,594,765.32	345,545,838.32
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	96,438,879.00	54,934,850.00	54,664,491.00
Property Taxes	8020-8079			424,227.00	210,526.00	90,964.00		30,760,704.00	1,367,142.00	674,536.00
Miscellaneous Funds	8080-8099		(145,115.00)	0.00		(838,132.00)	(1,248,233.00)	(437,191.00)	(190,725.00)	(38,363.00)
Federal Revenue	8100-8299		273,892.00	31,071,963.00	6,952,977.00	6,495,021.00	566,591.00	66,028,713.00	77,821,846.00	2,115,977.00
Other State Revenue	8300-8599		7,292,038.00	287,356.00	10,901,263.00	7,534,563.00	8,188,611.00	8,538,980.00	16,028,864.00	11,266,093.00
Other Local Revenue	8600-8799		1,550,616.00	56,086.00	2,048,524.00	1,708,068.00	450,187.00	1,525,135.00	613,913.00	2,948,987.00
Interfund Transfers In	8910-8929		500,000.00	500,000.00	1,000,000.00	1,000,000.00	229,871.00	229,871.00	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	63,121,877.00	203,085,091.00	151,035,632.00	71,861,592.00
C. DISBURSEMENTS										
Certificated Salaries	1000-1999		8,655,685.00	30,858,320.00	44,621,285.00	56,061,489.00	42,713,402.00	34,357,528.00	42,082,355.00	50,204,805.00
Classified Salaries	2000-2999		10,815,594.00	8,474,782.00	12,594,076.00	14,481,697.00	13,851,478.00	14,594,764.00	12,748,639.00	15,072,246.00
Employee Benefits	3000-3999		6,918,467.00	8,962,992.00	26,034,497.00	30,277,137.00	31,330,493.00	31,413,906.00	29,589,194.00	36,671,157.00
Books and Supplies	4000-4999		86,616.00	1,056,042.00	1,808,224.00	4,624,402.00	15,571,542.00	3,594,005.00	5,434,348.00	7,167,555.00
Services	5000-5999		2,023,477.00	7,094,487.00	8,126,674.00	9,192,970.00	9,529,435.00	14,385,287.00	11,606,603.00	8,935,378.00
Capital Outlay	6000-6599		12,786.00	4,297.00	4,683.00	106,612.00	547,120.00	124,813.00	357,854.00	290,649.00
Other Outgo	7000-7499		34,841.00	26,457.00	234,011.00	392,520.00	96,466.00	186,327.00	60,985.00	94,201.00
Interfund Transfers Out	7600-7629		500,000.00	500,000.00	1,375,000.00	1,000,000.00	275,953.00	965,837.00	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	113,915,889.00	99,622,467.00	102,155,931.00	118,435,991.00
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	3,597,369.00	5,850,650.00	5,246,540.00	2,865,723.00
Due From Other Funds	9310		436,702.00	4,701,563.00	37,255,054.00	1,161,322.00				
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	3,597,369.00	5,850,650.00	5,246,540.00	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	606,633.00	622,192.00	175,168.00	165,736.00
Due To Other Funds	9610		1,298,953.00	28,062,174.00	830,019.00	15,844,585.00				
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	606,633.00	622,192.00	175,168.00	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)	2,990,736.00	5,228,458.00	5,071,372.00	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)	(47,803,276.00)	108,691,082.00	53,951,073.00	(43,874,412.00)
F. ENDING CASH (A + E)			81,168,855.32	228,649,199.32	286,820,187.32	230,706,959.32	182,903,683.32	291,594,765.32	345,545,838.32	301,671,426.32
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		301,671,426.32	304,910,566.32	331,345,056.32	285,002,004.32				
B. RECEIPTS									
LCFF/Revenue Limit Sources									
Principal Apportionment	8010-8019	96,167,727.00	54,664,491.00	54,664,491.00	95,218,506.00			774,181,029.00	774,181,029.00
Property Taxes	8020-8079	0.00	31,435,240.00	2,734,284.00	9,120,067.00			76,817,690.00	76,817,690.00
Miscellaneous Funds	8080-8099	(751,793.00)	(421,546.00)	(400,106.00)	(31,152.00)	110,100.00		(4,392,256.00)	(4,392,257.00)
Federal Revenue	8100-8299	1,590,535.00	26,502,544.00	829,100.00	3,266,893.00	40,614,488.00		264,130,540.00	264,130,540.00
Other State Revenue	8300-8599	9,366,493.00	5,262,721.00	9,463,776.00	6,679,086.00	80,814,834.00		181,624,678.00	181,624,678.00
Other Local Revenue	8600-8799	968,605.00	558,502.00	761,276.00	1,637,798.00	4,750,377.00		19,578,074.00	19,578,075.00
Interfund Transfers In	8910-8929	0.00	919,483.00	276,854.00	442,966.00	1,002,028.00		6,790,686.00	6,790,686.00
All Other Financing Sources	8930-8979							0.00	0.00
TOTAL RECEIPTS		107,341,567.00	118,921,435.00	68,329,675.00	116,334,164.00	127,291,827.00	0.00	1,318,730,441.00	1,318,730,441.00
C. DISBURSEMENTS									
Certificated Salaries	1000-1999	50,805,891.00	37,724,624.00	51,933,500.00	34,737,851.00	43,922,965.00		528,679,700.00	528,679,700.00
Classified Salaries	2000-2999	13,046,397.00	10,958,156.00	11,223,472.00	10,957,809.00	6,403,423.00		155,222,533.00	155,222,533.00
Employee Benefits	3000-3999	31,020,885.00	31,614,597.00	34,119,748.00	32,426,434.00	25,200,671.00		355,580,178.00	355,580,178.00
Books and Supplies	4000-4999	3,456,093.00	2,754,604.00	3,215,538.00	12,292,901.00	40,381,350.00		101,443,220.00	101,443,220.00
Services	5000-5999	8,984,893.00	8,800,235.00	8,827,753.00	8,730,586.00	20,164,014.00		126,401,792.00	126,401,792.00
Capital Outlay	6000-6599	126,048.00	83,180.00	13,771.00	77,699.00	2,438,801.00		4,188,313.00	4,188,313.00
Other Outgo	7000-7499	52,223.00	143,426.00	73,754.00	67,754.00	(476,093.00)		986,872.00	986,872.00
Interfund Transfers Out	7600-7629	275,953.00	275,953.00	275,953.00	1,269,385.00	1,271,779.00		8,261,766.00	8,261,766.00
All Other Financing Uses	7630-7699							0.00	0.00
TOTAL DISBURSEMENTS		107,768,383.00	92,354,775.00	109,683,489.00	100,560,419.00	139,306,910.00	0.00	1,280,764,374.00	1,280,764,374.00
D. BALANCE SHEET ITEMS									
<u>Assets and Deferred Outflows</u>									
Cash Not In Treasury	9111-9199							0.00	
Accounts Receivable	9200-9299	3,914,992.00	36,124.00	4,368.00	1,211,637.00			202,586,354.00	
Due From Other Funds	9310							43,554,641.00	
Stores	9320							0.00	
Prepaid Expenditures	9330							0.00	
Other Current Assets	9340							0.00	
Deferred Outflows of Resources	9490							0.00	
SUBTOTAL		3,914,992.00	36,124.00	4,368.00	1,211,637.00	0.00	0.00	246,140,995.00	
<u>Liabilities and Deferred Inflows</u>									
Accounts Payable	9500-9599	249,036.00	168,294.00	4,993,606.00	9,303,594.00			159,217,549.00	
Due To Other Funds	9610							46,035,731.00	
Current Loans	9640							0.00	
Unearned Revenues	9650							0.00	
Deferred Inflows of Resources	9690							0.00	
SUBTOTAL		249,036.00	168,294.00	4,993,606.00	9,303,594.00	0.00	0.00	205,253,280.00	
<u>Nonoperating</u>									
Suspense Clearing	9910							0.00	
TOTAL BALANCE SHEET ITEMS		3,665,956.00	(132,170.00)	(4,989,238.00)	(8,091,957.00)	0.00	0.00	40,887,715.00	
E. NET INCREASE/DECREASE (B - C + D)		3,239,140.00	26,434,490.00	(46,343,052.00)	7,681,788.00	(12,015,083.00)	0.00	78,853,782.00	37,966,067.00
F. ENDING CASH (A + E)		304,910,566.32	331,345,056.32	285,002,004.32	292,683,792.32				
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS								280,668,709.32	

	Object	Beginning Balances (Ref. Only)	July	August	September	October	November	December	January	February
ACTUALS THROUGH THE MONTH OF (Enter Month Name):										
A. BEGINNING CASH			292,683,792.32	283,734,834.32	236,372,364.32	307,655,308.32	266,977,498.32	215,497,727.32	283,915,132.32	304,047,904.32
B. RECEIPTS										
LCFF/Revenue Limit Sources										
Principal Apportionment	8010-8019		30,951,648.00	30,951,648.00	97,216,600.00	55,712,967.00	55,712,967.00	97,216,600.00	55,712,967.00	55,712,967.00
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		1,010,171.00	17,499,959.00	75,925,827.00	10,972,211.00	10,757,100.00	46,418,190.00	62,779,377.00	5,827,452.00
Other State Revenue	8300-8599		1,490,397.00	3,951,819.00	14,315,459.00	8,022,686.00	6,074,981.00	6,334,913.00	11,891,522.00	939,291.00
Other Local Revenue	8600-8799		756,772.00	393,783.00	2,002,917.00	350,731.00	432,296.00	1,464,524.00	589,515.00	2,831,791.00
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			34,438,859.00	54,161,357.00	190,518,209.00	75,298,338.00	71,958,982.00	181,987,611.00	132,609,540.00	66,177,545.00
C. DISBURSEMENTS										
Certificated Salaries	1000-1999		8,068,772.00	51,849,548.00	51,123,063.00	51,892,022.00	48,875,156.00	40,096,385.00	48,212,171.00	52,745,704.00
Classified Salaries	2000-2999		18,095,047.00	9,766,093.00	12,214,888.00	12,360,753.00	13,679,565.00	13,936,416.00	13,459,476.00	15,912,643.00
Employee Benefits	3000-3999		10,176,011.00	12,125,512.00	30,148,902.00	27,721,268.00	34,000,844.00	37,457,896.00	31,764,048.00	39,366,547.00
Books and Supplies	4000-4999		102,869.00	14,848,141.00	8,961,296.00	6,178,987.00	16,861,350.00	3,891,700.00	5,884,481.00	7,761,251.00
Services	5000-5999		2,431,570.00	7,541,061.00	9,696,196.00	15,015,269.00	10,657,914.00	16,088,798.00	12,981,060.00	9,993,509.00
Capital Outlay	6000-6599		100,681.00	342,998.00	405,778.00	1,178,202.00	581,142.00	132,574.00	380,106.00	308,722.00
Other Outgo	7000-7499		112,389.00	80,240.00	146,417.00	122,701.00	236,405.00	456,624.00	149,454.00	230,854.00
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			39,320,553.00	97,381,453.00	113,524,400.00	115,846,741.00	125,168,329.00	113,026,230.00	113,106,749.00	126,319,230.00
D. BALANCE SHEET ITEMS										
<u>Assets and Deferred Outflows</u>										
Cash Not In Treasury	9111-9199									
Accounts Receivable	9200-9299		102,001,279.00	1,085,762.00	2,339,521.00	382,175.00	2,260,348.00	409.00	783,243.00	1,800,631.00
Due From Other Funds	9310									
Stores	9320									
Prepaid Expenditures	9330									
Other Current Assets	9340									
Deferred Outflows of Resources	9490									
SUBTOTAL		0.00	102,001,279.00	1,085,762.00	2,339,521.00	382,175.00	2,260,348.00	409.00	783,243.00	1,800,631.00
<u>Liabilities and Deferred Inflows</u>										
Accounts Payable	9500-9599		106,068,543.00	5,228,136.00	8,050,386.00	511,582.00	530,772.00	544,385.00	153,262.00	145,010.00
Due To Other Funds	9610									
Current Loans	9640									
Unearned Revenues	9650									
Deferred Inflows of Resources	9690									
SUBTOTAL		0.00	106,068,543.00	5,228,136.00	8,050,386.00	511,582.00	530,772.00	544,385.00	153,262.00	145,010.00
<u>Nonoperating</u>										
Suspense Clearing	9910									
TOTAL BALANCE SHEET ITEMS		0.00	(4,067,264.00)	(4,142,374.00)	(5,710,865.00)	(129,407.00)	1,729,576.00	(543,976.00)	629,981.00	1,655,621.00
E. NET INCREASE/DECREASE (B - C + D)			(8,948,958.00)	(47,362,470.00)	71,282,944.00	(40,677,810.00)	(51,479,771.00)	68,417,405.00	20,132,772.00	(58,486,064.00)
F. ENDING CASH (A + E)			283,734,834.32	236,372,364.32	307,655,308.32	266,977,498.32	215,497,727.32	283,915,132.32	304,047,904.32	245,561,840.32
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		245,561,840.32	239,833,058.32	251,164,316.32	206,005,103.32				
B. RECEIPTS									
LCFF/Revenue Limit Sources									
Principal Apportionment	8010-8019	97,216,599.00	55,712,967.00	55,712,967.00	97,216,601.00			785,047,498.00	785,047,498.00
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	4,125,335.00	22,051,342.00	2,107,875.00	4,365,350.00	89,101,320.00		352,941,509.00	352,941,509.00
Other State Revenue	8300-8599	6,948,830.00	3,904,316.00	7,021,003.00	4,955,092.00	58,893,725.00		134,744,034.00	134,744,034.00
Other Local Revenue	8600-8799	930,112.00	536,306.00	731,022.00	1,572,710.00	6,207,539.00		18,800,018.00	18,800,018.00
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		108,469,083.00	114,138,108.00	68,183,899.00	117,692,814.00	155,114,833.00	0.00	1,370,749,178.00	1,370,749,178.00
C. DISBURSEMENTS									
Certificated Salaries	1000-1999	53,377,211.00	43,633,893.00	54,561,889.00	36,495,956.00	14,504,762.00		555,436,532.00	555,436,532.00
Classified Salaries	2000-2999	13,773,837.00	11,569,159.00	13,849,269.00	11,568,793.00	3,691,475.00		163,877,414.00	163,877,414.00
Employee Benefits	3000-3999	33,300,971.00	33,938,322.00	36,627,606.00	34,809,830.00	20,278,148.00		381,715,905.00	381,715,905.00
Books and Supplies	4000-4999	3,742,365.00	2,982,770.00	3,481,884.00	13,311,135.00	21,837,640.00		109,845,869.00	109,845,869.00
Services	5000-5999	10,048,887.00	9,842,362.00	9,873,139.00	9,764,465.00	17,436,106.00		141,370,336.00	141,370,336.00
Capital Outlay	6000-6599	133,886.00	88,353.00	14,627.00	82,531.00	699,155.00		4,448,755.00	4,448,755.00
Other Outgo	7000-7499	127,982.00	351,488.00	180,745.00	166,041.00	57,143.00		2,418,483.00	2,418,483.00
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		114,781,092.00	102,682,300.00	118,865,112.00	107,468,136.00	79,884,735.00	0.00	1,367,375,060.00	1,367,375,060.00
D. BALANCE SHEET ITEMS									
<u>Assets and Deferred Outflows</u>									
Cash Not In Treasury	9111-9199							0.00	
Accounts Receivable	9200-9299	801,120.00	22,698.00	15,053,328.00	761,312.00			127,291,826.00	
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		801,120.00	22,698.00	15,053,328.00	761,312.00	0.00	0.00	127,291,826.00	
<u>Liabilities and Deferred Inflows</u>									
Accounts Payable	9500-9599	217,893.00	147,248.00	9,531,328.00	8,178,363.00			139,306,908.00	
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		217,893.00	147,248.00	9,531,328.00	8,178,363.00	0.00	0.00	139,306,908.00	
<u>Nonoperating</u>									
Suspense Clearing	9910							0.00	
TOTAL BALANCE SHEET ITEMS		583,227.00	(124,550.00)	5,522,000.00	(7,417,051.00)	0.00	0.00	(12,015,082.00)	
E. NET INCREASE/DECREASE (B - C + D)		(5,728,782.00)	11,331,258.00	(45,159,213.00)	2,807,627.00	75,230,098.00	0.00	(8,640,964.00)	3,374,118.00
F. ENDING CASH (A + E)		239,833,058.32	251,164,316.32	206,005,103.32	208,812,730.32				
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS								284,042,828.32	

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
Robert G. Nelson, Ed.D.


Date: 12/13/21

NOTICE OF INTERIM REVIEW. All action shall be taken on this report during a regular or authorized special meeting of the governing board.

To the County Superintendent of Schools:

This interim report and certification of financial condition are hereby filed by the governing board of the school district. (Pursuant to EC Section 42131)

Meeting Date: December 08, 2021

Signed: 
President of the Governing Board
Valerie F. Davis

CERTIFICATION OF FINANCIAL CONDITION

X POSITIVE CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district will meet its financial obligations for the current fiscal year and subsequent two fiscal years.

 QUALIFIED CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.

 NEGATIVE CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district will be unable to meet its financial obligations for the remainder of the current fiscal year or for the subsequent fiscal year.

Contact person for additional information on the interim report:

Name: Kim Kelstrom

Telephone: 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 budget adoption.	X	

CRITERIA AND STANDARDS (continued)			Met	Not Met
2	Enrollment	Projected enrollment for any of the current or two subsequent fiscal years has not changed by more than two percent since budget adoption.	X	
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio for the current and two subsequent fiscal years is consistent with historical ratios.	X	
4	Local Control Funding Formula (LCFF) Revenue	Projected LCFF revenue for any of the current or two subsequent fiscal years has not changed by more than two percent since budget adoption.		X
5	Salaries and Benefits	Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures has not changed by more than the standard for the current and two subsequent fiscal years.	X	
6a	Other Revenues	Projected operating revenues (federal, other state, other local) for the current and two subsequent fiscal years have not changed by more than five percent since budget adoption.		X
6b	Other Expenditures	Projected operating expenditures (books and supplies, services and other expenditures) for the current and two subsequent fiscal years have not changed by more than five percent since budget adoption.		X
7	Ongoing and Major Maintenance Account	If applicable, changes occurring since budget adoption meet the required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account).	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard in any of the current or two subsequent fiscal years.	X	
9a	Fund Balance	Projected general fund balance will be positive at the end of the current and two subsequent fiscal years.	X	
9b	Cash Balance	Projected general fund cash balance will be positive at the end of the current fiscal year.	X	
10	Reserves	Available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the current and two subsequent fiscal years.	X	

SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) occurred since budget adoption that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures funded with one-time revenues that have changed since budget adoption by more than five percent?	X	
S3	Temporary Interfund Borrowings	Are there projected temporary borrowings between funds?		X
S4	Contingent Revenues	Are any projected revenues for any of the current or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed since budget adoption by more than \$20,000 and more than 5% for any of the current or two subsequent fiscal years?		X

SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the current or two subsequent fiscal years increased over prior year's (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 budget adoption in OPEB liabilities?		X
S7b	Other Self-insurance Benefits	Does the district operate any self-insurance programs (e.g., workers' compensation)?		X
		• If yes, have there been changes since budget adoption in self-insurance liabilities?	X	
S8	Status of Labor Agreements	As of first interim projections, are salary and benefit negotiations still unsettled for:		
		• Certificated? (Section S8A, Line 1b)	X	
		• Classified? (Section S8B, Line 1b)	X	
S8	Labor Agreement Budget Revisions	For negotiations settled since budget adoption, per Government Code Section 3547.5(c), are budget revisions still needed to meet the costs of the collective bargaining agreement(s) for:		
		• Certificated? (Section S8A, Line 3)	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	1,280,764,374.00
B. Less all federal expenditures not allowed for MOE (Resources 3000-5999, except 3385)	All	All	1000-7999	264,034,666.00
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	1,499,912.00
2. Capital Outlay	All except 7100-7199	All except 5000-5999	6000-6999	4,156,253.00
3. Debt Service	All	9100	5400-5450, 5800, 7430- 7439	0.00
4. Other Transfers Out	All	9200	7200-7299	2,208,944.00
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	6,671,004.00
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)				22,797,879.00
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	319,923.00
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)				994,251,752.00

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)*		66,339.00
B. Expenditures per ADA (Line I.E divided by Line II.A)		14,987.44
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)	994,251,752.00	14,987.44
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) 29,238,366.00
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.

--

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) 964,716,008.00

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) 3.03%

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)	27,302,485.00
2. Centralized Data Processing, less portion charged to restricted resources or specific goals (Function 7700, objects 1000-5999, minus Line B10)	8,754,400.00
3. External Financial Audit - Single Audit (Function 7190, resources 0000-1999, goals 0000 and 9000, objects 5000-5999)	93,059.00
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)	3,570,117.26
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)	3,948.03
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)	39,724,009.29
9. Carry-Forward Adjustment (Part IV, Line F)	(11,327,447.24)
10. Total Adjusted Indirect Costs (Line A8 plus Line A9)	28,396,562.05

B. Base Costs

1. Instruction (Functions 1000-1999, objects 1000-5999 except 5100)	780,722,021.00
2. Instruction-Related Services (Functions 2000-2999, objects 1000-5999 except 5100)	140,275,910.00
3. Pupil Services (Functions 3000-3999, objects 1000-5999 except 4700 and 5100)	112,911,179.00
4. Ancillary Services (Functions 4000-4999, objects 1000-5999 except 5100)	26,846,504.00
5. Community Services (Functions 5000-5999, objects 1000-5999 except 5100)	1,499,912.00
6. Enterprise (Function 6000, objects 1000-5999 except 4700 and 5100)	2,087,326.00
7. Board and Superintendent (Functions 7100-7180, objects 1000-5999, minus Part III, Line A4)	7,188,157.00
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)	296,321.00
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)	114,255,534.74
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)	126,349.97
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)	7,306,105.00
16. Child Development (Fund 12, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	21,105,731.00
17. Cafeteria (Funds 13 & 61, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	32,449,880.00
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)	1,250,758,047.71

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)	3.18%
---	-------

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)	2.27%
---	-------

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>39,724,009.29</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>(11,327,447.24)</u>
D. Preliminary carry-forward adjustment (Line C1 or C2)	<u>(11,327,447.24)</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>2.27%</u>
Option 2. Preliminary proposed approved rate (Part III, Line D) if one-half of negative carry-forward adjustment (\$-5,663,723.62) is applied to the current year calculation and the remainder (\$-5,663,723.62) is deferred to one or more future years:	<u>2.72%</u>
Option 3. Preliminary proposed approved rate (Part III, Line D) if one-third of negative carry-forward adjustment (\$-3,775,815.75) is applied to the current year calculation and the remainder (\$-7,551,631.49) is deferred to one or more future years:	<u>2.87%</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>(11,327,447.24)</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	52,451,515.00	2,229,190.00	4.25%
01	3060	479,160.00	20,364.00	4.25%
01	3061	165,755.00	7,045.00	4.25%
01	3182	2,667,707.00	113,379.00	4.25%
01	3212	103,701,675.00	4,407,321.00	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	12,383,528.00	526,300.00	4.25%
01	3311	9,650.00	410.00	4.25%
01	3312	1,706,739.00	72,536.00	4.25%
01	3315	338,314.00	14,378.00	4.25%
01	3318	50,523.00	2,147.00	4.25%
01	3326	41,363.00	1,758.00	4.25%
01	3327	672,289.00	28,572.00	4.25%
01	3345	2,218.00	94.00	4.24%
01	3385	91,966.00	3,908.00	4.25%
01	3395	45,862.00	1,949.00	4.25%
01	3550	941,607.00	40,018.00	4.25%
01	4035	10,589,763.00	450,065.00	4.25%
01	4124	964,198.00	40,980.00	4.25%
01	4201	186,675.00	7,934.00	4.25%
01	4203	1,470,340.00	62,489.00	4.25%
01	4510	68,493.00	2,911.00	4.25%
01	5632	97,455.00	4,142.00	4.25%
01	5810	2,959,267.00	67,204.00	2.27%
01	6010	4,104,559.00	174,443.00	4.25%
01	6385	110,027.00	4,676.00	4.25%
01	6386	21,620.00	919.00	4.25%
01	6387	377,500.00	16,044.00	4.25%
01	6388	2,919,200.00	124,066.00	4.25%
01	6500	119,996,786.00	5,099,863.00	4.25%
01	6510	1,690,013.00	71,825.00	4.25%
01	6512	3,350,741.00	142,406.00	4.25%
01	6520	441,271.00	18,754.00	4.25%
01	6536	1,041,439.00	44,261.00	4.25%
01	6537	4,686,477.00	199,175.00	4.25%
01	7085	665,251.00	28,273.00	4.25%
01	7220	380,551.00	16,174.00	4.25%
01	7311	406,914.00	17,293.00	4.25%

Fund	Resource	Eligible Expenditures (Objects 1000-5999 except 4700 & 5100)	Indirect Costs Charged (Objects 7310 and 7350)	Rate Used
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	8150	27,217,530.00	1,156,745.00	4.25%
01	9010	7,240,020.00	97,439.00	1.35%
11	3555	86,763.00	3,688.00	4.25%
11	5810	31,919.00	1,357.00	4.25%
11	6391	4,937,871.00	209,859.00	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	15,773,494.00	670,373.00	4.25%
12	6128	2,900,484.00	123,271.00	4.25%
12	9010	586,735.00	24,936.00	4.25%
13	5310	28,801,804.00	1,224,076.00	4.25%
13	5320	3,367,937.00	143,137.00	4.25%
13	9010	280,139.00	6,375.00	2.28%

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	846,606,462.00	1.28%	857,472,931.00	2.80%	881,458,822.00
2. Federal Revenues	8100-8299	0.00	0.00%	0.00	0.00%	
3. Other State Revenues	8300-8599	15,744,349.00	0.44%	15,813,281.00	0.56%	15,901,868.00
4. Other Local Revenues	8600-8799	11,816,939.00	-6.58%	11,038,882.00	0.00%	11,038,882.00
5. Other Financing Sources						
a. Transfers In	8900-8929	28,920.00	0.00%	28,920.00	0.00%	28,920.00
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	(108,897,576.00)	3.09%	(112,263,472.00)	1.16%	(113,560,258.00)
6. Total (Sum lines A1 thru A5c)		765,299,094.00	0.89%	772,090,542.00	2.95%	794,868,234.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				331,733,718.00		340,667,129.00
b. Step & Column Adjustment				1,850,411.00		1,850,411.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				7,083,000.00		31,742,045.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	331,733,718.00	2.69%	340,667,129.00	9.86%	374,259,585.00
2. Classified Salaries						
a. Base Salaries				89,070,787.00		94,935,118.00
b. Step & Column Adjustment				914,331.00		914,331.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				4,950,000.00		5,401,224.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	89,070,787.00	6.58%	94,935,118.00	6.65%	101,250,673.00
3. Employee Benefits	3000-3999	201,652,178.00	8.49%	218,780,284.00	9.58%	239,731,313.00
4. Books and Supplies	4000-4999	26,390,493.00	88.82%	49,831,814.00	-12.27%	43,715,265.00
5. Services and Other Operating Expenditures	5000-5999	66,856,160.00	15.34%	77,112,469.00	-3.79%	74,192,981.00
6. Capital Outlay	6000-6999	2,943,389.00	8.85%	3,203,831.00	-95.20%	153,831.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	1,230,460.00	0.00%	1,230,460.00	0.00%	1,230,460.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(20,554,279.00)	0.00%	(20,554,279.00)	-12.65%	(17,953,279.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	1,500,000.00	0.00%	1,500,000.00	0.00%	1,500,000.00
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		700,822,906.00	9.40%	766,706,826.00	6.70%	818,080,829.00
C. NET INCREASE (DECREASE) IN FUND BALANCE						
(Line A6 minus line B11)		64,476,188.00		5,383,716.00		(23,212,595.00)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		199,504,143.26		263,980,331.26		269,364,047.26
2. Ending Fund Balance (Sum lines C and D1)		263,980,331.26		269,364,047.26		246,151,452.26
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	3,603,100.53		3,603,100.00		3,603,100.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00				
2. Other Commitments	9760	86,200,000.00		133,400,000.00		122,400,000.00
d. Assigned	9780	59,050,000.00		17,200,000.00		5,000,000.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	115,127,230.73		115,160,947.26		115,148,352.26
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance						
(Line D3f must agree with line D2)		263,980,331.26		269,364,047.26		246,151,452.26

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						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	115,127,230.73		115,160,947.26		115,148,352.26
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
(Enter other reserve projections in Columns C and E for subsequent years 1 and 2; current year - Column A - is extracted)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00				
b. Reserve for Economic Uncertainties	9789	0.00				
c. Unassigned/Unappropriated	9790	0.00				
3. Total Available Reserves (Sum lines E1a thru E2c)		115,127,230.73		115,160,947.26		115,148,352.26
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
B1 and B2 for 2022/23 increases for new school Juan Herrera, fully programmed increase of supplemental and concentration increased staff. B1 and B2 for 2023/24 reprioritizes positions utilized for recovery to provide ongoing support for general services.						

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	0.00	0.00%		0.00%	
2. Federal Revenues	8100-8299	264,130,540.00	33.62%	352,941,509.00	-17.92%	289,711,509.00
3. Other State Revenues	8300-8599	165,880,329.00	-28.30%	118,930,753.00	0.00%	118,930,753.00
4. Other Local Revenues	8600-8799	7,761,136.00	0.00%	7,761,136.00	0.00%	7,761,136.00
5. Other Financing Sources						
a. Transfers In	8900-8929	6,761,766.00	0.00%	6,761,766.00	0.00%	6,761,766.00
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	108,897,576.00	3.09%	112,263,472.00	1.16%	113,560,258.00
6. Total (Sum lines A1 thru A5c)		553,431,347.00	8.17%	598,658,636.00	-10.35%	536,725,422.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				196,945,982.00		214,769,403.00
b. Step & Column Adjustment				537,274.00		537,274.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				17,286,147.00		(26,110,051.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	196,945,982.00	9.05%	214,769,403.00	-11.91%	189,196,626.00
2. Classified Salaries						
a. Base Salaries				66,151,746.00		68,942,296.00
b. Step & Column Adjustment				268,637.00		268,637.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				2,521,913.00		(3,809,251.00)
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	66,151,746.00	4.22%	68,942,296.00	-5.14%	65,401,682.00
3. Employee Benefits	3000-3999	153,928,000.00	5.85%	162,935,621.00	-4.39%	155,786,782.00
4. Books and Supplies	4000-4999	75,052,727.00	-20.04%	60,014,055.00	-30.66%	41,613,513.00
5. Services and Other Operating Expenditures	5000-5999	59,545,632.00	7.91%	64,257,867.00	-11.08%	57,140,220.00
6. Capital Outlay	6000-6999	1,244,924.00	0.00%	1,244,924.00	0.00%	1,244,924.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	2,250,941.00	0.00%	2,250,941.00	0.00%	2,250,941.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	18,059,750.00	7.93%	19,491,361.00	-11.09%	17,328,968.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	6,761,766.00	0.00%	6,761,766.00	0.00%	6,761,766.00
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		579,941,468.00	3.57%	600,668,234.00	-10.65%	536,725,422.00
C. NET INCREASE (DECREASE) IN FUND BALANCE						
(Line A6 minus line B11)		(26,510,121.00)		(2,009,598.00)		0.00
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		29,688,892.30		3,178,771.30		1,169,173.30
2. Ending Fund Balance (Sum lines C and D1)		3,178,771.30		1,169,173.30		1,169,173.30
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	0.00				
b. Restricted	9740	3,178,772.55		1,169,173.30		1,169,173.30
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790	(1.25)		0.00		0.00
f. Total Components of Ending Fund Balance						
(Line D3f must agree with line D2)		3,178,771.30		1,169,173.30		1,169,173.30

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						
1. General Fund						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated Amount	9790					
(Enter current year reserve projections in Column A, and other reserve projections in Columns C and E for subsequent years 1 and 2)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
B1 and B2 adjusts for one-time recovery funds utilization ins 2022/23 and 2023/24						

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	846,606,462.00	1.28%	857,472,931.00	2.80%	881,458,822.00
2. Federal Revenues	8100-8299	264,130,540.00	33.62%	352,941,509.00	-17.92%	289,711,509.00
3. Other State Revenues	8300-8599	181,624,678.00	-25.81%	134,744,034.00	0.07%	134,832,621.00
4. Other Local Revenues	8600-8799	19,578,075.00	-3.97%	18,800,018.00	0.00%	18,800,018.00
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)		1,318,730,441.00	3.94%	1,370,749,178.00	-2.86%	1,331,593,656.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				528,679,700.00		555,436,532.00
b. Step & Column Adjustment				2,387,685.00		2,387,685.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				24,369,147.00		5,631,994.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	528,679,700.00	5.06%	555,436,532.00	1.44%	563,456,211.00
2. Classified Salaries						
a. Base Salaries				155,222,533.00		163,877,414.00
b. Step & Column Adjustment				1,182,968.00		1,182,968.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				7,471,913.00		1,591,973.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	155,222,533.00	5.58%	163,877,414.00	1.69%	166,652,355.00
3. Employee Benefits	3000-3999	355,580,178.00	7.35%	381,715,905.00	3.62%	395,518,095.00
4. Books and Supplies	4000-4999	101,443,220.00	8.28%	109,845,869.00	-22.32%	85,328,778.00
5. Services and Other Operating Expenditures	5000-5999	126,401,792.00	11.84%	141,370,336.00	-7.10%	131,333,201.00
6. Capital Outlay	6000-6999	4,188,313.00	6.22%	4,448,755.00	-68.56%	1,398,755.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	3,481,401.00	0.00%	3,481,401.00	0.00%	3,481,401.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(2,494,529.00)	-57.39%	(1,062,918.00)	-41.26%	(624,311.00)
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)		1,280,764,374.00	6.76%	1,367,375,060.00	-0.92%	1,354,806,251.00
C. NET INCREASE (DECREASE) IN FUND BALANCE						
(Line A6 minus line B11)		37,966,067.00		3,374,118.00		(23,212,595.00)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		229,193,035.56		267,159,102.56		270,533,220.56
2. Ending Fund Balance (Sum lines C and D1)		267,159,102.56		270,533,220.56		247,320,625.56
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	3,603,100.53		3,603,100.00		3,603,100.00
b. Restricted	9740	3,178,772.55		1,169,173.30		1,169,173.30
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	86,200,000.00		133,400,000.00		122,400,000.00
d. Assigned	9780	59,050,000.00		17,200,000.00		5,000,000.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	115,127,230.73		115,160,947.26		115,148,352.26
2. Unassigned/Unappropriated	9790	(1.25)		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		267,159,102.56		270,533,220.56		247,320,625.56

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	115,127,230.73		115,160,947.26		115,148,352.26
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)		115,127,229.48		115,160,947.26		115,148,352.26
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		8.99%		8.42%		8.50%
F. RECOMMENDED RESERVES						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	Yes					
b. If you are the SELPA AU and are excluding special education pass-through funds:						
1. Enter the name(s) of the SELPA(s):						
2. Special education pass-through funds (Column A: Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)						
		0.00				
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)		63,246.00		66,239.00		66,139.00
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		1,280,764,374.00		1,367,375,060.00		1,354,806,251.00
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)		1,280,764,374.00		1,367,375,060.00		1,354,806,251.00
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)		25,615,287.48		27,347,501.20		27,096,125.02
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)		25,615,287.48		27,347,501.20		27,096,125.02
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

First 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	(1,725,538.00)	0.00	(2,494,529.00)				
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	13,409.00	0.00	214,904.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
121 CHILD DEVELOPMENT FUND								
Expenditure Detail	633,917.00	0.00	906,037.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
131 CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail	162,567.00	0.00	1,373,588.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
141 DEFERRED MAINTENANCE FUND								
Expenditure Detail	200,846.00	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	68,378.00	0.00						
Other Sources/Uses Detail					0.00	80,862,336.00		
Fund Reconciliation								
251 CAPITAL FACILITIES FUND								
Expenditure Detail	1,124.00	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	2,178,657.00	0.00						
Other Sources/Uses Detail					74,100,570.00	0.00		
Fund Reconciliation								
401 SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS								
Expenditure Detail	0.00	(1,603,068.00)						
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								

First 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	69,708.00	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	3,328,606.00	(3,328,606.00)	2,494,529.00	(2,494,529.00)	91,153,022.00	91,153,022.00		

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the interim certification.

CRITERIA AND STANDARDS

1. CRITERION: Average Daily Attendance

STANDARD: Funded average daily attendance (ADA) for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since budget adoption.

District's ADA Standard Percentage Range: **-2.0% to +2.0%**

1A. Calculating the District's ADA Variances

DATA ENTRY: Budget Adoption data that exist for the current year will be extracted; otherwise, enter data into the first column for all fiscal years. First Interim Projected Year Totals data that exist for the current year will be extracted; otherwise, enter data for all fiscal years. Enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for all fiscal years.

Estimated Funded ADA

Fiscal Year	Budget Adoption Budget (Form 01CS, Item 1A)	First Interim Projected Year Totals (Form AI, Lines A4 and C4)	Percent Change	Status
Current Year (2021-22)				
District Regular	66,675.00	66,903.50		
Charter School		0.00		
Total ADA	66,675.00	66,903.50	0.3%	Met
1st Subsequent Year (2022-23)				
District Regular	66,239.00	66,239.00		
Charter School				
Total ADA	66,239.00	66,239.00	0.0%	Met
2nd Subsequent Year (2023-24)				
District Regular	66,139.00	66,139.00		
Charter School				
Total ADA	66,139.00	66,139.00	0.0%	Met

1B. Comparison of District ADA to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Funded ADA has not changed since budget adoption by more than two percent in any of the current year or two subsequent fiscal years.

Explanation:
(required if NOT met)

2. CRITERION: Enrollment

STANDARD: Projected enrollment for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since budget adoption.

District's Enrollment Standard Percentage Range: **-2.0% to +2.0%**

2A. Calculating the District's Enrollment Variances

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column for all fiscal years. Enter data in the second column for all fiscal years. Enter district regular enrollment and charter school enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	Enrollment		Percent Change	Status
	Budget Adoption (Form 01CS, Item 3B)	First Interim CBEDS/Projected		
Current Year (2021-22)				
District Regular	70,503	69,709		
Charter School				
Total Enrollment	70,503	69,709	-1.1%	Met
1st Subsequent Year (2022-23)				
District Regular	70,503	70,503		
Charter School				
Total Enrollment	70,503	70,503	0.0%	Met
2nd Subsequent Year (2023-24)				
District Regular	70,503	70,503		
Charter School				
Total Enrollment	70,503	70,503	0.0%	Met

2B. Comparison of District Enrollment to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Enrollment projections have not changed since budget adoption by more than two percent for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

3. CRITERION: ADA to Enrollment

STANDARD: Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the current fiscal year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

3A. Calculating the District's ADA to Enrollment Standard

DATA ENTRY: Unaudited Actuals data that exist will be extracted into the P-2 ADA column for the First Prior Year; otherwise, enter First Prior Year data. P-2 ADA for the second and third prior years are preloaded. Budget Adoption data that exist will be extracted into the Enrollment column; otherwise, enter Enrollment data for all fiscal years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	P-2 ADA Unaudited Actuals (Form A, Lines A4 and C4)	Enrollment CBEDS Actual (Form 01CS, Item 2A)	Historical Ratio of ADA to Enrollment
Third Prior Year (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	63,246	69,709		
Charter School	0			
Total ADA/Enrollment	63,246	69,709	90.7%	Met
1st Subsequent Year (2022-23)				
District Regular	66,293	70,503		
Charter School				
Total ADA/Enrollment	66,293	70,503	94.0%	Met
2nd Subsequent Year (2023-24)				
District Regular	66,139	70,503		
Charter School				
Total ADA/Enrollment	66,139	70,503	93.8%	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 budget adoption.

District's LCFF Revenue Standard Percentage Range: -2.0% to +2.0%

4A. Calculating the District's Projected Change in LCFF Revenue

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column. In the First Interim column, Current Year data are extracted; enter data for the two subsequent years.

Fiscal Year	LCFF Revenue			
	(Fund 01, Objects 8011, 8012, 8020-8089)			
	Budget Adoption	First Interim		
	(Form 01CS, Item 4B)	Projected Year Totals	Percent Change	Status
Current Year (2021-22)	818,351,082.00	850,998,719.00	4.0%	Not Met
1st Subsequent Year (2022-23)	831,611,447.00	857,472,931.00	3.1%	Not Met
2nd Subsequent Year (2023-24)	855,299,645.00	881,458,822.00	3.1%	Not Met

4B. Comparison of District LCFF Revenue to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Projected LCFF revenue has changed since budget adoption by more than two percent 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 LCFF revenue.

Explanation:
(required if NOT met)

The Final Governor's Budget included an increase to school districts with a high UPP to allocate 65% of Supplemental and Concentration Funds offset by increased staff at school sites.

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)	622,456,683.00	699,322,906.00	89.0%	Met
1st Subsequent Year (2022-23)	654,382,531.00	765,206,826.00	85.5%	Met
2nd Subsequent Year (2023-24)	715,241,571.00	816,580,829.00	87.6%	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 MET - Ratio of total unrestricted salaries and benefits to total unrestricted expenditures has met the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

6. CRITERION: Other Revenues and Expenditures

STANDARD: Projected operating revenues (including federal, other state and other local) or expenditures (including books and supplies, and services and other operating), for any of the current fiscal year or two subsequent fiscal years, have not changed by more than five percent since budget adoption.

Changes that exceed five percent in any major object category must be explained.

District's Other Revenues and Expenditures Standard Percentage Range:	-5.0% to +5.0%
District's Other Revenues and Expenditures Explanation Percentage Range:	-5.0% to +5.0%

6A. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column. First Interim data for the Current Year are extracted. If First Interim Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the second column.

Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	Budget Adoption Budget (Form 01CS, Item 6B)	First Interim Projected Year Totals (Fund 01) (Form MYPI)	Percent Change	Change Is Outside Explanation Range
Federal Revenue (Fund 01, Objects 8100-8299) (Form MYPI, Line A2)				
Current Year (2021-22)	209,856,651.00	264,130,540.00	25.9%	Yes
1st Subsequent Year (2022-23)	388,856,651.00	352,941,509.00	-9.2%	Yes
2nd Subsequent Year (2023-24)	279,713,379.00	289,711,509.00	3.6%	No

Explanation:
(required if Yes)

The first interim includes increased support from recovery funds in 2021/22 of ESSER II funds and reduces in 2022/23. In addition in 2021/22, the Expanded Learning Grant shifted from State funding to Federal funding support as defined by the Governor.

Other State Revenue (Fund 01, Objects 8300-8599) (Form MYPI, Line A3)				
Current Year (2021-22)	187,187,967.00	181,624,678.00	-3.0%	No
1st Subsequent Year (2022-23)	126,255,770.00	134,744,034.00	6.7%	Yes
2nd Subsequent Year (2023-24)	126,255,770.00	134,832,621.00	6.8%	Yes

Explanation:
(required if Yes)

In 2021/22, the Expanded Learning Grant shifted from State funding to Federal funding support as defined by the Governor. In 2022/23 and 2024/25 increase for ELO Grant expansion as ongoing.

Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYPI, Line A4)				
Current Year (2021-22)	18,328,074.00	19,578,075.00	6.8%	Yes
1st Subsequent Year (2022-23)	17,708,074.00	18,800,018.00	6.2%	Yes
2nd Subsequent Year (2023-24)	17,708,274.00	18,800,018.00	6.2%	Yes

Explanation:
(required if Yes)

Increase in Wallace Grant in 2021/22 for 5 year grant.

Books and Supplies (Fund 01, Objects 4000-4999) (Form MYPI, Line B4)				
Current Year (2021-22)	67,666,687.00	101,443,220.00	49.9%	Yes
1st Subsequent Year (2022-23)	135,494,580.00	109,845,869.00	-18.9%	Yes
2nd Subsequent Year (2023-24)	124,961,350.00	85,328,778.00	-31.7%	Yes

Explanation:
(required if Yes)

In 2021/22 increase supplies to support recovery and carryover of grant funds. In 2022/23 and 2023/24 increase support for sites in personnel cost and decrease in supplies and services utilizing recovery funds.

Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYPI, Line B5)				
Current Year (2021-22)	128,537,800.00	126,401,792.00	-1.7%	No
1st Subsequent Year (2022-23)	187,628,092.00	141,370,336.00	-24.7%	Yes
2nd Subsequent Year (2023-24)	146,487,912.00	131,333,201.00	-10.3%	Yes

Explanation:
(required if Yes)

In 2022/23 and 2023/24 increase support for sites in personnel cost and decrease in supplies and services utilizing recovery 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	Budget Adoption Budget	First Interim Projected Year Totals	Percent Change	Status
Total Federal, Other State, and Other Local Revenue (Section 6A)				
Current Year (2021-22)	415,372,692.00	465,333,293.00	12.0%	Not Met
1st Subsequent Year (2022-23)	532,820,495.00	506,485,561.00	-4.9%	Met
2nd Subsequent Year (2023-24)	423,677,423.00	443,344,148.00	4.6%	Met
Total Books and Supplies, and Services and Other Operating Expenditures (Section 6A)				
Current Year (2021-22)	196,204,487.00	227,845,012.00	16.1%	Not Met
1st Subsequent Year (2022-23)	323,122,672.00	251,216,205.00	-22.3%	Not Met
2nd Subsequent Year (2023-24)	271,449,262.00	216,661,979.00	-20.2%	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 NOT MET - One or more projected operating revenue have changed since budget adoption by more than the standard in one or more of the current year or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation:

Federal Revenue
(linked from 6A
if NOT met)

The first interim includes increased support from recovery funds in 2021/22 of ESSER II funds and reduces in 2022/23. In addition in 2021/22, the Expanded Learning Grant shifted from State funding to Federal funding support as defined by the Governor.

Explanation:

Other State Revenue
(linked from 6A
if NOT met)

In 2021/22, the Expanded Learning Grant shifted from State funding to Federal funding support as defined by the Governor. In 2022/23 and 2024/25 increase for ELO Grant expansion as ongoing.

Explanation:

Other Local Revenue
(linked from 6A
if NOT met)

Increase in Wallace Grant in 2021/22 for 5 year grant.

- 1b. STANDARD NOT MET - One or more total operating expenditures have changed since budget adoption by more than the standard in one or more of the current year or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation:

Books and Supplies
(linked from 6A
if NOT met)

In 2021/22 increase supplies to support recovery and carryover of grant funds. In 2022/23 and 2023/24 increase support for sites in personnel cost and decrease in supplies and services utilizing recovery funds.

Explanation:

Services and Other Exps
(linked from 6A
if NOT met)

In 2022/23 and 2023/24 increase support for sites in personnel cost and decrease in supplies and services utilizing recovery funds.

7. CRITERION: Facilities Maintenance

STANDARD: Identify changes that have occurred since budget adoption in the projected contributions for facilities maintenance funding as required pursuant to Education Code Section 17070.75, or in how the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)

NOTE: EC Section 17070.75 requires the district to deposit into the account a minimum amount equal to or greater than three percent of the total general fund expenditures and other financing uses for that fiscal year. 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 Budget data does not exist. Budget data that exist will be extracted; otherwise, enter budget data into lines 1, if applicable, and 2. All other data are extracted.

	Required Minimum Contribution	First Interim Contribution Projected Year Totals (Fund 01, Resource 8150, Objects 8900-8999)	Status
1. OMMA/RMA Contribution	33,525,431.31	35,968,500.00	Met
2. Budget Adoption Contribution (information only) (Form 01CS, Criterion 7)		36,671,283.00	

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)	9.0%	8.4%	8.5%
District's Deficit Spending Standard Percentage Levels (one-third of available reserve percentage):	3.0%	2.8%	2.8%

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			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)	Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	
Current Year (2021-22)	64,476,188.00	700,822,906.00	N/A	Met
1st Subsequent Year (2022-23)	5,383,716.00	766,706,826.00	N/A	Met
2nd Subsequent Year (2023-24)	(23,212,595.00)	818,080,829.00	2.8%	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)

In 2023/24, planned one-time expenditures for textbook adoptions and planned utilization of the reserve.

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)	267,159,102.56	Met
1st Subsequent Year (2022-23)	270,533,220.56	Met
2nd Subsequent Year (2023-24)	247,320,625.56	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)	292,683,792.32	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.)	63,246	66,239	66,139
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)	1,280,764,374.00	1,367,375,060.00	1,354,806,251.00
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)	1,280,764,374.00	1,367,375,060.00	1,354,806,251.00
4. Reserve Standard Percentage Level	2%	2%	2%
5. Reserve Standard - by Percent (Line B3 times Line B4)	25,615,287.48	27,347,501.20	27,096,125.02
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)	25,615,287.48	27,347,501.20	27,096,125.02

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)	115,127,230.73	115,160,947.26	115,148,352.26
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)	115,127,229.48	115,160,947.26	115,148,352.26
9. District's Available Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	8.99%	8.42%	8.50%
District's Reserve Standard (Section 10B, Line 7):	25,615,287.48	27,347,501.20	27,096,125.02
Status:	Met	Met	Met

10D. Comparison of District Reserve Amount to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Available reserves have met the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

SUPPLEMENTAL INFORMATION

DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

S1. Contingent Liabilities

- 1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that have occurred since budget adoption that may impact the budget?

No

- 1b. If Yes, identify the liabilities and how they may impact the budget:

S2. Use of One-time Revenues for Ongoing Expenditures

- 1a. Does your district have ongoing general fund expenditures funded with one-time revenues that have changed since budget adoption by more than five percent?

No

- 1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

S3. Temporary Interfund Borrowings

- 1a. Does your district have projected temporary borrowings between funds?
(Refer to Education Code Section 42603)

Yes

- 1b. If Yes, identify the interfund borrowings:

Interfund borrowing has provided temporary borrowing to the Adult Education Fund and Cafeteria Fund. The Adult Education Fund currently has an outstanding interfund transfer of \$500,000 and the Cafeteria Fund of \$2,500,000 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 budget adoption.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if transfers have changed by more than \$20,000 and more than five percent since budget adoption.

Identify capital project cost overruns that have occurred since budget adoption that may impact the general fund budget.

District's Contributions and Transfers Standard: -5.0% to +5.0%
or -\$20,000 to +\$20,000

S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column. For Contributions, the First Interim's Current Year data will be extracted. Enter First Interim Contributions for the 1st and 2nd Subsequent Years. For Transfers In and Transfers Out, the First Interim's Current Year data will be extracted. If Form MYPI exists, the data will be extracted into the First Interim column for the 1st and 2nd Subsequent Years. If Form MYPI does not exist, enter data for 1st and 2nd Subsequent Years. Click on the appropriate button for Item 1d; all other data will be calculated.

Description / Fiscal Year	Budget Adoption (Form 01CS, Item S5A)	First Interim Projected Year Totals	Percent Change	Amount of Change	Status
1a. Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)					
Current Year (2021-22)	(111,622,266.00)	(108,897,576.00)	-2.4%	(2,724,690.00)	Met
1st Subsequent Year (2022-23)	(114,107,473.00)	(112,263,472.00)	-1.6%	(1,844,001.00)	Met
2nd Subsequent Year (2023-24)	(114,859,206.00)	(113,560,258.00)	-1.1%	(1,298,948.00)	Met
1b. Transfers In, General Fund *					
Current Year (2021-22)	7,385,329.00	6,790,686.00	-8.1%	(594,643.00)	Not Met
1st Subsequent Year (2022-23)	3,385,329.00	6,790,686.00	100.6%	3,405,357.00	Not Met
2nd Subsequent Year (2023-24)	3,385,329.00	6,790,686.00	100.6%	3,405,357.00	Not Met
1c. Transfers Out, General Fund *					
Current Year (2021-22)	8,856,409.00	8,261,766.00	-6.7%	(594,643.00)	Not Met
1st Subsequent Year (2022-23)	4,856,409.00	8,261,766.00	70.1%	3,405,357.00	Not Met
2nd Subsequent Year (2023-24)	4,856,409.00	8,261,766.00	70.1%	3,405,357.00	Not Met

1d. Capital Project Cost Overruns

Have capital project cost overruns occurred since budget adoption that may impact the general fund operational budget?

No

* Include transfers used to cover operating deficits in either the general fund or any other fund.

S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for Item 1d.

1a. MET - Projected contributions have not changed since budget adoption by more than the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

1b. NOT MET - The projected transfers in to the general fund have changed since budget adoption by more than the standard for any of the current year or subsequent two fiscal years. Identify the amounts transferred, by fund, and whether transfers are ongoing or one-time in nature. If ongoing, explain the district's plan, with timeframes, for reducing or eliminating the transfers.

Explanation:
(required if NOT met)

First Interim adjust for ongoing support of deferred maintenance projects in 2022/23 and 2023/24.

- 1c. NOT MET - The projected transfers out of the general fund have changed since budget adoption by more than the standard for any of the current year or subsequent two fiscal years. Identify the amounts transferred, by fund, and whether transfers are ongoing or one-time in nature. If ongoing, explain the district's plan, with timeframes, for reducing or eliminating the transfers.

Explanation:
(required if NOT met)

First Interim adjust for ongoing support of deferred maintenance projects in 2022/23 and 2023/24.

- 1d. NO - There have been no capital project cost overruns occurring since budget adoption that may impact the general fund operational budget.

Project Information:
(required if YES)

S6. Long-term Commitments

Identify all existing and new multiyear commitments¹ and their annual required payment for the current fiscal year and two subsequent fiscal years.

Explain how any increase in annual payments will be funded. Also, explain how any decrease to funding sources used to pay long-term commitments will be replaced.

¹ Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

S6A. Identification of the District's Long-term Commitments

DATA ENTRY: If Budget Adoption data exist (Form 01CS, Item S6A), long-term commitment data will be extracted and it will only be necessary to click the appropriate button for Item 1b. Extracted data may be overwritten to update long-term commitment data in Item 2, as applicable. If no Budget Adoption data exist, click the appropriate buttons for items 1a and 1b, and enter all other data, as applicable.

- | | | |
|----|--|-----|
| 1. | a. Does your district have long-term (multiyear) commitments?
(If No, skip items 1b and 2 and sections S6B and S6C) | Yes |
| | b. If Yes to Item 1a, have new long-term (multiyear) commitments been incurred since budget adoption? | No |
| 2. | If Yes to Item 1a, list (or update) all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in Item S7A. | |

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For:		Principal Balance as of July 1, 2021
		Funding Sources (Revenues)	Debt Service (Expenditures)	
Leases				
Certificates of Participation				
General Obligation Bonds	27	General Obligation Bonds	General Obligation Bonds	916,667,292
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (do not include OPEB):

TOTAL:				916,667,292

Type of Commitment (continued)	Prior Year (2020-21) Annual Payment (P & I)	Current Year (2021-22) Annual Payment (P & I)	1st Subsequent Year (2022-23) Annual Payment (P & I)	2nd Subsequent Year (2023-24) Annual Payment (P & I)
Leases				
Certificates of Participation				
General Obligation Bonds	54,850,882	77,365,393	53,709,757	47,616,887
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (continued):

Total Annual Payments:	54,850,882	77,365,393	53,709,757	47,616,887
Has total annual payment increased over prior year (2020-21)?	Yes	No	No	No

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 budget adoption, and indicate whether the changes are the result of a new actuarial valuation.

S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other Than Pensions (OPEB)

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. Budget Adoption data that exist (Form 01CS, Item S7A) will be extracted; otherwise, enter Budget Adoption and First Interim data in items 2-4.

1. a. Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 1b-4)

Yes

- b. If Yes to Item 1a, have there been changes since budget adoption in OPEB liabilities?

Yes

- c. If Yes to Item 1a, have there been changes since budget adoption in OPEB contributions?

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.

Budget Adoption (Form 01CS, Item S7A)	First Interim
1,074,044,710.00	1,119,672,637.00
67,454,091.00	69,424,925.00
1,006,590,619.00	1,050,247,712.00
Actuarial	Actuarial
Oct 20, 2020	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)

Budget Adoption (Form 01CS, Item S7A)	First Interim
70,365,784.00	70,354,806.00
70,365,784.00	70,354,806.00
70,365,784.00	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)

46,497,855.00	49,318,379.00
46,224,379.00	47,876,673.00
46,224,379.00	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)

56,209,769.00	61,735,179.00
58,645,609.00	65,718,946.00
61,351,201.00	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)

5,400	5,270
5,400	5,270
5,400	5,270

4. Comments:

Retirees after 2007 have monthly payments to the retirement reserve, co-pays and deductible to meet. Retirees under the age of 65 have an additional monthly contribution similar to active employees.

S7B. Identification of the District's Unfunded Liability for Self-insurance Programs

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. Budget Adoption data that exist (Form 01CS, Item S7B) will be extracted; otherwise, enter Budget Adoption and First Interim data in items 2-4.

1. a. Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB; which is covered in Section S7A) (If No, skip items 1b-4)

Yes

- b. If Yes to item 1a, have there been changes since budget adoption in self-insurance liabilities?

No

- c. If Yes to item 1a, have there been changes since budget adoption in self-insurance contributions?

2. Self-Insurance Liabilities

- a. Accrued liability for self-insurance programs
b. Unfunded liability for self-insurance programs

	Budget Adoption (Form 01CS, Item S7B)	First Interim
a. Accrued liability for self-insurance programs	64,230,000.00	56,033,834.00
b. Unfunded liability for self-insurance programs	10,263,653.00	1,606,108.00

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)

	Budget Adoption (Form 01CS, Item S7B)	First Interim
a. Required contribution (funding) for self-insurance programs		
Current Year (2021-22)	176,271,832.00	140,312,308.00
1st Subsequent Year (2022-23)	179,465,004.00	143,118,554.20
2nd Subsequent Year (2023-24)	182,597,490.00	145,980,925.20

- b. Amount contributed (funded) for self-insurance programs
Current Year (2021-22)
1st Subsequent Year (2022-23)
2nd Subsequent Year (2023-24)

	Budget Adoption (Form 01CS, Item S7B)	First Interim
b. Amount contributed (funded) for self-insurance programs		
Current Year (2021-22)	176,271,832.00	176,271,832.00
1st Subsequent Year (2022-23)	179,465,004.00	179,465,004.00
2nd Subsequent Year (2023-24)	182,597,490.00	182,597,490.00

4. Comments:

Workers' Compensation and Liability are supported by a percentage of payroll. Actuarials are done frequently. Defined Benefits is an IRS approved program for part-time employees. It is supported by a percentage of payroll for those employees. An actuarial is completed to determine the employer payroll percentage. The difference from Budget adopted to First interim is reducing for OPEB costs which are included in S6.

S8. Status of Labor Agreements

Analyze the status of all employee labor agreements. Identify new labor agreements that have been ratified since budget adoption, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues and explain how these commitments will be funded in future fiscal years.

If salary and benefit negotiations are not finalized, upon settlement with certificated or classified staff:

The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards and may provide written comments to the president of the district governing board and superintendent.

S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Certificated Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Certificated Labor Agreements as of the Previous Reporting Period

Were all certificated labor negotiations settled as of budget adoption?

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	4,145.0	4,145.0	4,145.0

1a. Have any salary and benefit negotiations been settled since budget adoption?

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 Budget Adoption

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement?

n/a

If Yes, date of budget revision board adoption:

4. Period covered by the agreement:

Begin Date:

End Date:

5. Salary settlement:

Current Year
(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

--

7. Amount included for any tentative salary schedule increases

Current Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)

Certificated (Non-management) 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)

Certificated (Non-management) Prior Year Settlements Negotiated Since Budget Adoption

Are any new costs negotiated since budget adoption for prior year settlements included in the interim?

- 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

- Are step & column adjustments included in the interim and MYPs?
- Cost of step & column adjustments
- Percent change in step & column over prior year

Current Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)

Certificated (Non-management) Attrition (layoffs and retirements)

- 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?

Current Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)

Certificated (Non-management) - Other

List other significant contract changes that have occurred since budget adoption and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Classified Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Classified Labor Agreements as of the Previous Reporting Period

Were all classified labor negotiations settled as of budget adoption?

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	2,855.0	2,855.0	2,855.0

1a. Have any salary and benefit negotiations been settled since budget adoption?

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 Budget Adoption

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement?

n/a

If Yes, date of budget revision board adoption:

4. Period covered by the agreement:

Begin Date:

End Date:

5. Salary settlement:

Current Year
(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

7. Amount included for any tentative salary schedule increases

Current Year
(2021-22)

1st Subsequent Year
(2022-23)

2nd Subsequent Year
(2023-24)

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 Budget Adoption

Are any new costs negotiated since budget adoption 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 budget adoption and the cost impact of each (i.e., hours of employment, leave of absence, bonuses, etc.):

S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period

Were all managerial/confidential labor negotiations settled as of budget adoption?

Yes

If Yes or n/a, complete number of FTEs, then skip to S9.

If No, continue with section S8C.

Management/Supervisor/Confidential Salary and Benefit Negotiations

	Prior Year (2nd Interim) (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	889.0	889.0	889.0

1a. Have any salary and benefit negotiations been settled since budget adoption?

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 Budget Adoption

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 First Interim Criteria and Standards Review

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 08, 2021

Agenda Item B-29

AGENDA SECTION: B

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

ACTION REQUESTED: Discuss

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

TITLE AND SUBJECT: Hold a Public Hearing to Present and Discuss the Educator Effectiveness Block Grant

ITEM DESCRIPTION: Included in the Board binders is a plan for Fresno Unified to provide professional learning for teachers, administrators, paraprofessionals, and classified staff that will promote educator equity, quality, and effectiveness. This one-time funding is for \$18,186,921 to be expended by June 30, 2026. Funds can be used for coaching, mentoring, programs, practices, and strategies that lead to the acceleration of student learning.

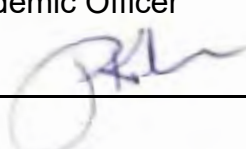
FINANCIAL SUMMARY: Sufficient funds in the amount of \$18,186,921 are available in the Educator Effectiveness Block Grant budget.

PREPARED BY: Carlos Castillo,
Instructional Superintendent

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

CABINET APPROVAL: Kim Mecum,
Chief Academic Officer

SUPERINTENDENT APPROVAL:


_____



Fresno Unified
School District



Educator Effectiveness Block Grant (EEBG) Plan

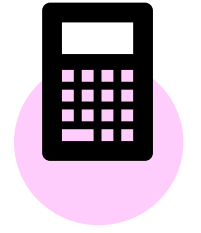
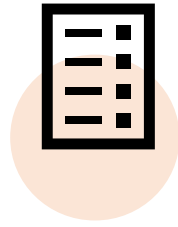
Board of Education-December 08, 2021

Educator Effectiveness Block Grant (EEBG)

- Grant timeline and requirements
- Overview
- Fresno Unified School District Plan
- Proposed investments
- Questions and answers



Grant Timeline & Requirements



07/12/21
Governor signs
AB 130
into law

10/21/21
EEBG
allocations
announced to
Local
Educational
Agency

Develop EEBG
plan with input
from
educational
partners for
expenditure
of funds

On 12/08/2021
present plan at
public meeting
of the
Governing
Board

On 12/15/2021
adopt plan in
subsequent public
meeting of the
Governing Board

By 09/30/26
report detailed
expenditures
including
purchases and
staff



Overview

- The 2021 Educator Effectiveness Block Grant Program was established by Assembly Bill 130, Chapter 44, Section 22, Statutes of 2021.

Educator Effectiveness Block Grant Overview

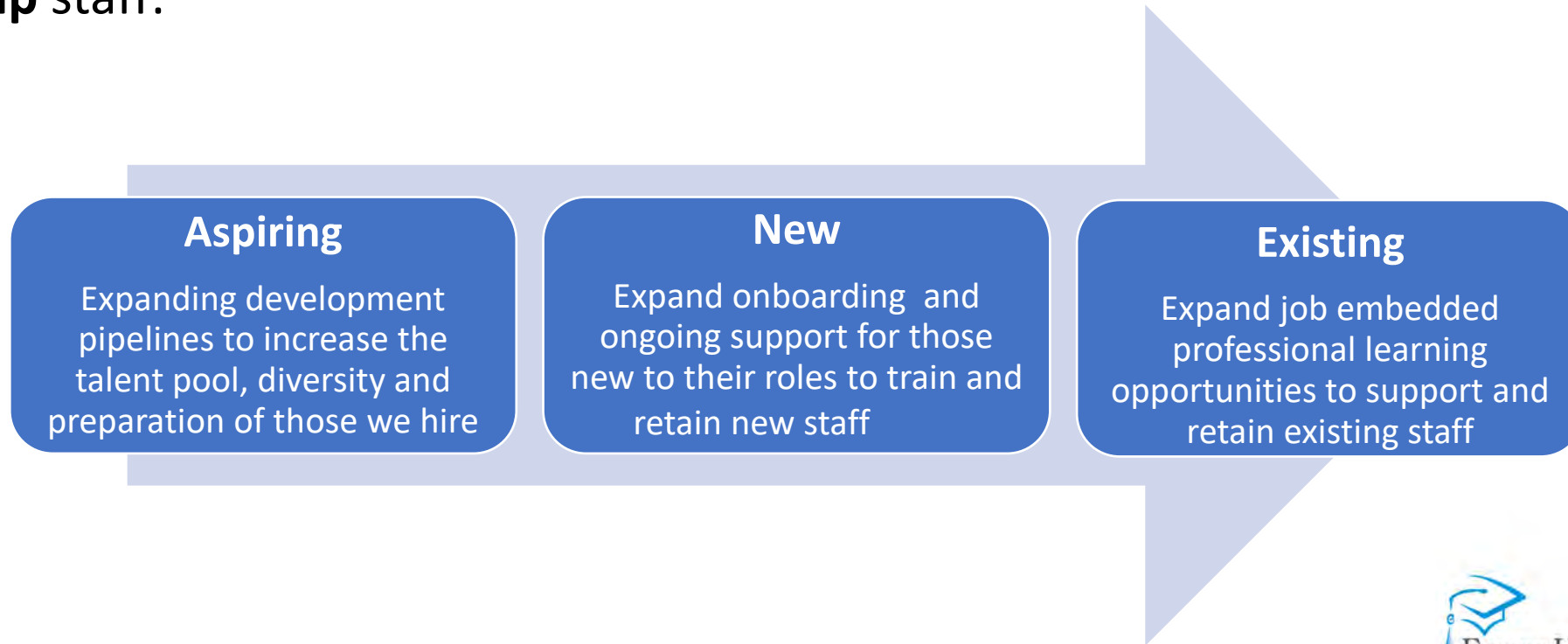
Grant Amount	Use of Funds	Conditions to Receive Funds	Timeframe
<ul style="list-style-type: none">• Apportionment is an equal amount per FTE certificated staff and classified staff• Fresno Unified allocation is \$18,186,921 over five years	<ul style="list-style-type: none">• Provide professional learning for teachers, leaders, classified staff, and paraprofessionals who work with pupils	<ul style="list-style-type: none">• Develop and adopt a plan delineating the expenditure of funds by 12/30/2021• Report detailed expenditure information by 09/30/2026	<ul style="list-style-type: none">• District allocations announced 10/21/2021• Expend funds through the 2025-2026 fiscal year

Professional Learning

Job-Embedded Professional Development (JEPD) refers to educator learning that is grounded in day-to-day teaching practice and is designed to enhance educators' content-specific instructional practices with the intent of improving student learning (Darling-Hammond & McLaughlin, 1995; Hirsh, 2009).

Fresno Unified Plan

To strengthen and expand professional learning opportunities through a continuum of support for **classified staff who work with pupils, paraprofessionals, certificated, and leadership** staff:



Educational Partner Voice

- Ongoing Feedback Practices
- Local Control and Accountability Plan
- Collective Bargaining
- Student Data



Classified Educator Proposed Professional Learning

- Instructional practices with an emphasis on Special Education and English Learners
- New and existing curriculum
- Cultural proficiency
- Technology and communication
- Social Emotional Learning (SEL)
- Opportunities for advancement
- New classified leader onboarding



Leader Proposed Professional Learning

- Coaching/on the job training
 - Leading instruction and professional learning communities
 - Supervision/evaluation
 - Multi-Tiered Systems of Support
 - Cultural proficiency
 - Closing the achievement gap
 - Family engagement
 - SEL supports and structures
 - School Climate and Culture
 - New leader on-boarding
 - Safety

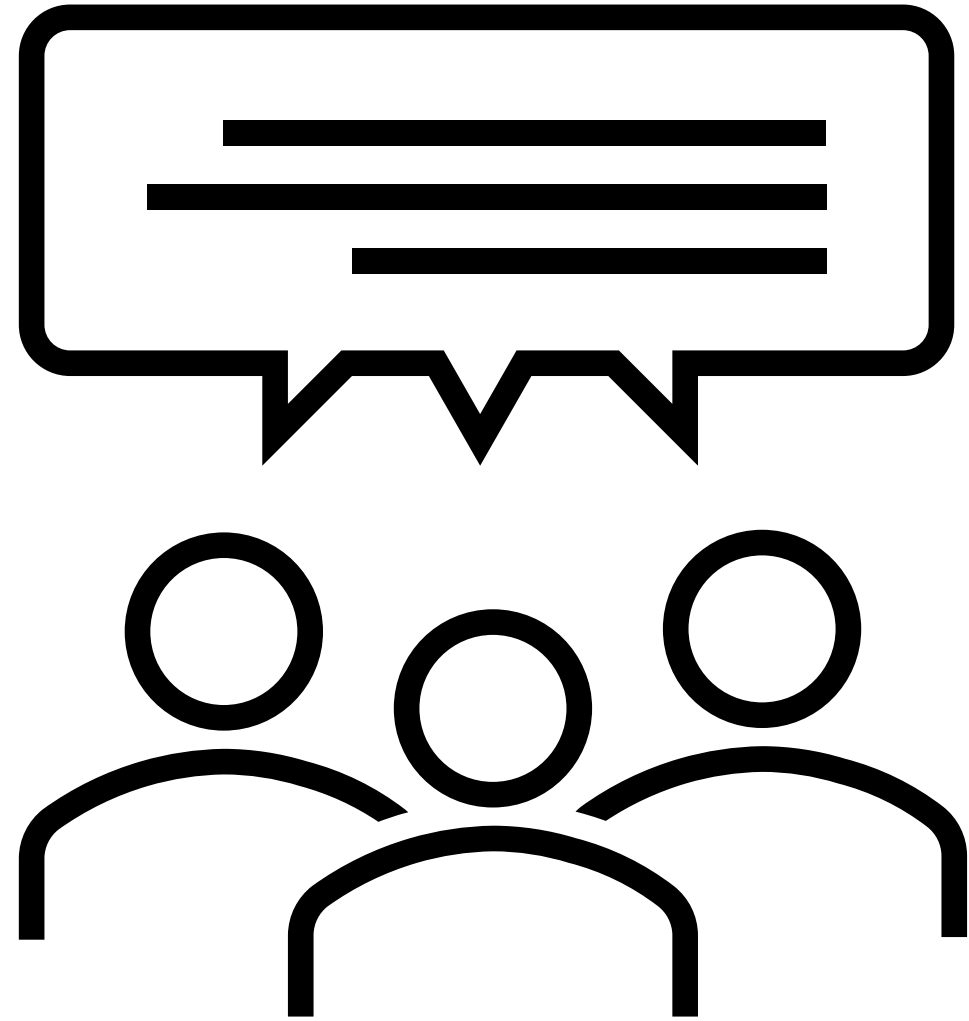


Teacher Proposed Professional Learning

- Coaching/on the job training
 - Social emotional learning
 - Interventions for students (Multi-Tiered Systems of Support)
 - Implementation of new learning
 - Real world learning experiences
 - Cultural Proficiency
 - Professional Learning Communities
- Teachers leading teachers
- Choice
- Family engagement



Questions and Answers



Educator Effectiveness Block Grant 2021

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Fresno Unified School District	Carlos Castillo, Instructional Superintendent	carlos.castillo@fresnounified.org

The Educator Effectiveness Block Grant (EEBG) is a program providing funds to county offices of education, school districts, charter schools, and state special schools to provide professional learning and to promote educator equity, quality, and effectiveness.

As a condition of receiving funds for educator effectiveness, Local Educational Agencies (LEAs) shall develop and adopt a plan for expenditure of funds, which requires the plan to be explained in a public meeting of the governing board of the school district, county board of education, or governing body of the charter school before its adoption in a subsequent meeting. Funds may be expended for the purposes identified in [Assembly Bill 130, Chapter 44, Section 22](#) and [Assembly Bill 167, Chapter 252, Section 9](#) and mentioned below in the “Planned Use of Funds” section. These expenditures may take place over fiscal years 2021–22, 2022–23, 2023–24, 2024–25, and 2025–26. LEAs may use these allocated funds to provide professional learning for teachers, administrators, paraprofessionals who work with students, and classified staff that interact with students to promote educator equity, quality, and effectiveness. The funding is distributed in an equal amount per unit of full-time equivalent certificated and classified staff as reported in California Longitudinal Pupil Achievement Data and California Basic Educational Data System for the 2020–21 fiscal year. This funding for certificated and classified staff shall not exceed the total certificated staff and classified staff count.

Expenditure Plan

Total Educator Effectiveness Block Grant funds awarded to the LEA
\$18, 186,921

The following table provides the LEA’s expenditure plan for how it will use EEBG funds to provide professional learning for teachers, administrators, paraprofessionals who work with students, and classified staff that interact with students to promote educator equity, quality, and effectiveness. The allowable use categories are listed below.

Allowable Use of Funds	Planned Use of Funds (Actions)	Planned Expenditures
------------------------	--------------------------------	----------------------

<p>1. Coaching and mentoring of staff serving in an instructional setting and beginning teacher or administrator induction, including, but not limited to, coaching and mentoring solutions that address a local need for teachers that can serve all pupil populations with a focus on retaining teachers, and offering structured feedback and coaching systems organized around social-emotional learning, including, but not limited to, promoting teacher self-awareness, self-management, social awareness, relationships, and responsible decision-making skills, improving teacher attitudes and beliefs about one's self and others, and supporting learning communities for educators to engage in a meaningful classroom teaching experience.</p>	<p>Expand induction programs and job-embedded professional learning support for aspiring, new and existing staff members, with an equity focus:</p> <ul style="list-style-type: none"> • Expand stable Substitute pool and provide training for substitute educators for the purpose of covering classes to allow for teacher release during professional development opportunities. • Strengthen onboarding training supports for new classified staff and ongoing, job-alike learning opportunities and customer service training that is culturally and linguistically responsive • Paraeducator Academy to expand staff in areas of critical need for direct student support • Grow2Teach to recruit classified staff into teacher development pipeline to strengthen and diversify • New Teacher Supports that include regular coaching and feedback cycles and that promote teacher self-reflection and development • Aspiring Teacher Leaders to grow a diverse leadership pipeline • Cognitive Coaching and Leadership Development to support effective feedback and educator improvement • Co-Administrator Institute to coordinate essential learning for all leaders 	<p>\$7,280,023</p>
--	---	--------------------

Allowable Use of Funds	Planned Use of Funds (Actions)	Planned Expenditures
	<p>Center for Black Educator Development:</p> <ul style="list-style-type: none"> Develop educator skills teach in a culturally responsive, affirming, and sustaining manner. The Center uses a mix of instructional presentation, dynamic discussion, practice, and real-time feedback loops. Training is built to meet the unique needs of participants, their context, and the communities they serve. 	
<p>2. Programs that lead to effective, standards-aligned instruction and improve instruction in literacy across all subject areas, including English language arts, history- social science, science, technology, engineering, mathematics, and computer science.</p>	<p>Improving literacy across all subject areas and improving mathematics remains a focal point in the district. Providing job-embedded professional learning and coaching to strategize lessons and curriculum support for grade K-9 math fluency/foundational skills for state standards, K-2 Foundational Skills, and literacy across content areas. Enhance planning of common formative assessments to help teachers adjust their instruction to meet student needs, support for teachers and site administrators, site capacity building. A few examples:</p> <ul style="list-style-type: none"> Professional development that supports sustainable Professional Learning Communities (PLCs) Job-embedded professional learning and coaching Math lesson design K-2 foundational skills Reading apprenticeship Science adoption Consultants and contracted support from external experts 	<p>\$4,320,000</p>

Allowable Use of Funds	Planned Use of Funds (Actions)	Planned Expenditures
<p>3. Practices and strategies that reengage pupils and lead to accelerated learning.</p>	<p>Expand professional development and coaching/mentoring for staff in classified, certificated and leadership roles to improve student academic and social emotional learning outcomes and intervention practices within the Multi-Tiered System of Support (MTSS) tiers 1, 2 and 3.</p> <ul style="list-style-type: none"> • Each school has a cohesive and comprehensive understanding of a Multi-Tiered System of Supports that will improve instructional practice in both general education core and intervention classes to increase access to standards-aligned instruction and prepare students for college and career readiness. • Onboarding for new staff members • Develop model schools and school teaming structures for effective MTSS implementation • Coaching/mentoring support to school site teams 	<p>\$640,000</p>
<p>4. Strategies to implement social-emotional learning, trauma-informed practices, suicide prevention, access to mental health services, and other approaches that improve pupil well-being.</p>	<p>Strengthening social emotional and behavioral supports:</p> <ul style="list-style-type: none"> • Build system capacity for the implementation of Social Emotional Learning, including across content areas and standards alignment, for adults and students • Utilize contracted services to expand intensive behavior support, with a targeted focus on reducing suspension and expulsion of special education youth. 	<p>\$990,000</p>

<p>5. Practices to create a positive school climate, including, but not limited to, restorative justice, training around implicit bias, providing positive behavioral supports, multitiered systems of support, transforming a school site's culture to one that values diverse cultural and ethnic backgrounds, and preventing discrimination, harassment, bullying, and intimidation based on actual or perceived characteristics, including disability, gender, gender identity, gender expression, language, nationality, race or ethnicity, religion, or sexual orientation.</p>	<p>Provide targeted professional learning related to establishing a positive and inclusive school culture. This includes supporting a pro-active approach to behavioral support, including techniques for de-escalation and trauma-informed response:</p> <ul style="list-style-type: none"> • Implementation of discipline guidelines, which includes training for classroom and leadership staff • Coaching/mentoring for new and existing Vice Principals and GLAs • Supplemental contracts and/or external experts 	<p>\$540,000</p>
--	---	------------------

Allowable Use of Funds	Planned Use of Funds (Actions)	Planned Expenditures
<p>6. Strategies to improve inclusive practices, including, but not limited to, universal design for learning, best practices for early identification, and development of individualized education programs for individuals with exceptional needs.</p>	<p>Expand train the trainer model for the development of individualized educational programs to improve inclusive practices. Add sessions from a consulting legal firm to provide training focused on increasing understanding related to areas such as least restrictive environments, students with exceptional needs, and Section 504 Plans. Continue to develop and support Regional Instructional Managers to facilitate school-based improvement in inclusion practices, so all students receive equitable educational options to engage in high quality instruction in the least restrictive environment with high expectations, individualized for each student to be college, career, and community ready.</p> <p>In addition, support educators to serve students with autism and other developmental delays through coaching support, resources for implementers, administrators, and parents. A variety of hands-on training opportunities, workshops, and online resources will be provided to meet the identified needs of students and families.</p>	<p>\$460,000</p>

<p>7. Instruction and education to support implementing effective language acquisition programs for English learners, which may include integrated language development within and across content areas and building and strengthening capacity to increase bilingual and biliterate proficiency.</p>	<p>Support the establishment of a uniform, district-wide, implementation of both integrated and designated ELD (English Language Development) instruction through use of both in district coaches and external consultants. Training, materials, and instructional approaches will be provided with teachers, classified personnel, and leaders as they improve instructional practices.</p> <p>Direct support for bilingual programs and options to assist students attain The Seal of Biliteracy is available at all Fresno Unified high schools.</p> <p>Continue to strengthen school teams with family engagement of parents, caretakers of EL (English Learners) students:</p> <ul style="list-style-type: none"> • Job embedded professional learning • Consulting groups • Lab schools • Community partners 	<p>\$1,000,000</p>
<p>8. New professional learning networks for educators not already engaged in an education-related</p>	<p>Affinity groups for leaders, classified personnel, and teachers for networking to increase the recruitment and retention of our community. This is a continuous learning process in which educators learn and share the newly generated knowledge with those who may benefit, e.g., professional learning day, celebration, culmination event.</p>	<p>\$1,121,218</p>

Allowable Use of Funds	Planned Use of Funds (Actions)	Planned Expenditures
professional learning network to support the requirements of subdivision (c).		
<p>9. Instruction, education, and strategies to incorporate ethnic studies curricula adopted pursuant to Section 51226.7 into pupil instruction for grades 7 to 12, inclusive.</p>	<p>Support the development and implementation of cultural proficiency in Fresno Unified through Ethnic Studies curricula and program. Increase cultural proficiency Job-embedded professional learning for teachers, classified personnel, and leaders. Develop curriculum based on the State of California Model Curriculum for Ethnic Studies:</p> <ul style="list-style-type: none"> • Ethnic Studies curriculum development • Cultural Proficiency Training • Job-Embedded Professional Learning • Consultant • Coaching 	\$540,000
<p>10. Instruction, education, and strategies for certificated and classified educators in early childhood education, or childhood development.</p>	<p>Expand Fresno Teacher Residency Program for Transitional Kindergarten (TK) through partnership with Fresno State University. This expansion will allow Pre-School teachers to continue working while acquiring a teaching credential required to become a TK teacher. The residency cohort model is a 12-month credential program, six months master's degree in Early Childhood Education. Commitment contract is for five years. Guaranteed job placement upon successful completion.</p>	\$1,295,680
Subtotal		\$18,186,921

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 08, 2021

Agenda Item C-30

AGENDA SECTION: C

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

ACTION REQUESTED: Receive

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

TITLE AND SUBJECT: Results of Issuance and Sale of 2021 Refunding General Obligation Bonds

ITEM DESCRIPTION: Included in the Board binders is a summary which describes the results of the issuance and sale of 2021 Refunding General Obligation Bonds in the aggregate principal amount of not to exceed \$160 million on November 23, 2021.

As part of the bond sale process, Moody's Investors Service updated its bond credit rating for the district. In the report to potential investors dated November 10, 2021, the credit opinion labeled the district's outlook as "stable". "The stable outlook reflects our expectation that the district's economy will continue to grow and the district's financial profile will remain sound, supported by management's conservative budgeting practices".

On November 03, 2021, the Board of Education was presented with estimated financing figures based on the then-current market condition. The attached financial summary updates previous estimates provided to the Board.

FINANCIAL SUMMARY: The issuance and sale of 2021 Refunding General Obligation Bonds resulted in a savings of approximately \$6.0 million.

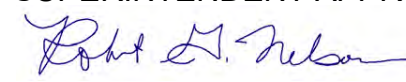
PREPARED BY: Santino Danisi
Chief Financial Officer

DIVISION: Administrative Services
PHONE NUMBER: (559) 457-6226

CABINET APPROVAL: Santino Danisi
Chief Financial Officer



SUPERINTENDENT APPROVAL:



Fresno Unified School District

2021 Refunding General Obligation Bonds, Series A (Tax-Exempt)

2021 Refunding General Obligation Bonds, Series B (Taxable)

Final Financing Summary

	2021 Refunding, Series A	2021 Refunding, Series B	
Sale Date:	11/23/2021	11/23/2021	
Closing Date:	12/15/2021	12/15/2021	
Sale Method:	Negotiated		
Underlying Ratings:	Aa3 / -- / --		
Optional Redemption:	Non-Callable	8/1/2031	
Sources and Uses:			
Sources:	2021 Refunding, Series A	2021 Refunding, Series B	
Par Amount	\$ 30,290,000	\$ 70,360,000	
Original Issue Premium	4,148,662	-	
Total	\$ 34,438,662	\$ 70,360,000	
Uses:			
Deposit to Refunding Escrow Fund	\$ 29,384,085	\$ 70,364,000	
Redemption Premium	4,859,491	-	
Underwriting Fees	66,941	155,496	
Costs of Issuance	128,146	187,268	
Total	\$ 34,438,662	\$ 70,360,000	
Costs of Issuance Detail:			
Items	Provider	Estimated	Estimated
Bond/Disclosure Counsel	Jones Hall	\$ 58,500	\$ 78,500
Bond/Disclosure Counsel Expenses	Jones Hall	900	900
Financial Advisor	Keygent	40,000	40,000
Financial Advisor Expenses	Keygent	500	1,000
Printing/Posting & Distribution	AVIA Communications	500	2,000
Demographic Data	California Municipal Statistics	475	1,000
Moody's Rating	Moody's Investors Service	21,500	53,500
Verification Agent	Causey Demgen & Moore	500	2,500
Paying Agent/Escrow Agent	U.S. Bank	4,770	4,770
Contingency		501	3,098
Total		\$ 128,146	\$ 187,268

Fresno Unified School District
2021 Refunding General Obligation Bonds, Series A (Tax-Exempt)

Final Financing Summary

Debt Service Schedule:

Date	Principal	Coupon (%)	Yield (%)	Interest	Total Refunding Debt Service	Prior Refunded Debt Service	Total Savings
8/1/2022	\$ 4,390,000	4.000	0.140	\$ 760,616	\$ 5,150,616	\$ 3,718,928	\$ (1,431,688)
8/1/2023	2,840,000	4.000	0.260	1,036,000	3,876,000	4,126,991	250,991
8/1/2024	2,870,000	4.000	0.340	922,400	3,792,400	4,056,677	264,277
8/1/2025	3,370,000	4.000	0.470	807,600	4,177,600	4,486,021	308,421
8/1/2026	3,645,000	4.000	0.610	672,800	4,317,800	4,638,043	320,243
8/1/2027	4,165,000	4.000	0.750	527,000	4,692,000	5,034,849	342,849
8/1/2028	4,430,000	4.000	0.940	360,400	4,790,400	5,139,985	349,585
8/1/2029	4,580,000	4.000	1.040	183,200	4,763,200	5,113,388	350,188
Total	\$ 30,290,000			\$ 5,270,016	\$ 35,560,016	\$ 36,314,882	\$ 754,866

Debt Service Savings:	\$ 754,866
Present Value Savings:	\$ 686,354
Present Value % Savings:	2.38%

Fresno Unified School District
2021 Refunding General Obligation Bonds, Series B (Federally Taxable)

Final Financing Summary

Debt Service Schedule:

Date	Principal	Coupon (%)	Yield (%)	Interest	Total Refunding Debt Service	Prior Refunded Debt Service	Total Savings
8/1/2022	\$ 655,000	0.538	0.538	\$ 1,336,143	\$ 1,991,143	\$ 1,997,538	\$ 6,395
8/1/2023	-	-	-	2,124,845	2,124,845	1,997,538	(127,308)
8/1/2024	-	-	-	2,124,845	2,124,845	1,997,538	(127,308)
8/1/2025	-	-	-	2,124,845	2,124,845	1,997,538	(127,308)
8/1/2026	-	-	-	2,124,845	2,124,845	1,997,538	(127,308)
8/1/2027	-	-	-	2,124,845	2,124,845	1,997,538	(127,308)
8/1/2028	1,020,000	2.128	2.128	2,124,845	3,144,845	3,342,538	197,692
8/1/2029	1,295,000	2.197	2.197	2,103,139	3,398,139	3,597,538	199,398
8/1/2030	655,000	2.317	2.317	2,074,688	2,729,688	2,947,538	217,849
8/1/2031	640,000	2.417	2.417	2,059,512	2,699,512	2,922,538	223,026
8/1/2032	3,150,000	2.567	2.567	2,044,043	5,194,043	5,422,538	228,494
8/1/2033	3,380,000	2.717	2.717	1,963,183	5,343,183	5,592,538	249,355
8/1/2034	3,595,000	2.817	2.817	1,871,348	5,466,348	5,767,538	301,189
8/1/2035	3,855,000	2.917	2.917	1,770,077	5,625,077	5,952,538	327,461
8/1/2036	4,245,000	2.997	2.997	1,657,627	5,902,627	6,242,538	339,911
8/1/2037	4,560,000	3.197	3.197	1,530,404	6,090,404	6,437,538	347,134
8/1/2038	4,525,000	3.197	3.197	1,384,621	5,909,621	6,257,538	347,917
8/1/2039	4,835,000	3.197	3.197	1,239,956	6,074,956	6,454,038	379,081
8/1/2040	5,180,000	3.197	3.197	1,085,382	6,265,382	6,650,038	384,656
8/1/2041	8,935,000	3.197	3.197	919,777	9,854,777	10,419,538	564,761
8/1/2042	4,700,000	3.197	3.197	634,125	5,334,125	5,719,856	385,731
8/1/2043	4,745,000	3.197	3.197	483,866	5,228,866	5,619,381	390,515
8/1/2044	5,050,000	3.197	3.197	332,168	5,382,168	5,784,781	402,613
8/1/2045	5,340,000	3.197	3.197	170,720	5,510,720	5,929,919	419,199
Total	\$ 70,360,000			\$ 37,409,849	\$ 107,769,849	\$ 113,045,688	\$ 5,275,839

Debt Service Savings:	\$5,275,839
Present Value Savings:	\$3,065,871
Present Value % Savings:	5.02%

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 8, 2021

Agenda Item C-31

AGENDA SECTION: C

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

ACTION REQUESTED: Receive

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

TITLE AND SUBJECT: 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 August 1, 2021 through October 31, 2021. Also included is the Quarterly Reporting for the Valenzuela/Williams Uniform Complaint Procedures from August 1, 2021 through October 31, 2021 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**

Valerie F. Davis, President
Keshia Thomas, Clerk
Claudia Cazares
Genoveva Islas
Elizabeth Jonasson Rosas
Major Terry Slatik USMC (Retired)
Trustee Area 5 (Vacant)

SUPERINTENDENT

Robert G. Nelson, Ed.D.

Constituent Services Quarterly Report

For the Period Between August 1, 2021 and October 31, 2021

Type of Complaint	Filed	Pending	# Time Intensive	Average Number of Days to Close
Personnel Complaints	23	3	14	12.5
Uniform Complaint Procedures (UCP)	0	0	0	0
Williams Uniform Complaints	0	0	0	0
Requests for Information or Service	1111	2	18	1.2
Other Complaints	27	0	3	1.5
Public Records Act Request	22	0	17	6.2
TOTAL	1183	5	52	5.3

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: December 8, 2021

Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

Robert G. Nelson, Ed.D.
Print Name of District Superintendent

Signature of District Superintendent Date

