



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

AGENDA WEDNESDAY, AUGUST 11, 2021

***4:30 P.M. (CLOSED SESSION) *6:00 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. Instructional Superintendent
5. Conference with Legal Counsel - Existing Litigation (Government Code Section 54956.9(d)(1)).
 - a. Louie Martinez, a minor by and through his Guardian ad Litem, Martina Zamaripa vs. Fresno Unified School District
Fresno Superior Court No. 20CECG01017
Claim No. GL19-0709-3412
 - b. L.E. v. Fresno Unified School District
Fresno Superior Court No. 17CECG03227
Claim No. 17-0215-0022
6. Conference with Legal Counsel – Anticipated/Pending/Threatened Litigation (Government Code Section 54956.9(d)(2)).
 - a. Brent Bertsche v. Fresno Unified Workers' Compensation
Fresno Unified Case No. 2014-0631
 - b. Linda Koetsier v. Fresno Unified Workers' Compensation
Fresno Unified Case No. WC18-0418-983
 - c. BKK Working Group Tolling Agreement

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

PLEDGE OF ALLEGIANCE

HEAR Report from Superintendent

BOARD/SUPERINTENDENT COMMUNICATION

OPPORTUNITY for Public Comment on Consent Agenda Items

ALL CONSENT AGENDA items are considered routine by the Board of Education and will be enacted by one motion. There will be no separate discussion of items unless a Board member so requests, in which event, the item(s) will be considered following approval of the Consent Agenda.

A. CONSENT AGENDA

A-1, APPROVE Personnel List

Included in the Board binders is the Personnel List, Appendix A, as submitted. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone 457-3548.

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

The Board of Education received and considered the Findings of Fact and Recommendations of District Administrative Panels resulting from hearings on expulsion and readmittance cases conducted during the period since the June 16, 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, APPROVE Minutes from Prior Meeting

Included in the Board binders are the draft minutes for the June 16, 2021 Regular Board Meeting. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Robert G. Nelson, telephone 457-3884.

A-4, ADOPT Resolution 21-01, Authorizing Debt Service Estimate to be Provided to the County of Fresno Respecting Unsold General Obligation Bonds of the Fresno Unified School District Relating to the Measure M Authorization for Fiscal Year 2021/22

Included in the Board binders and recommended for adoption is Resolution 21-01, to authorize the district's debt service estimate to be provided to the County of Fresno respecting unsold Measure M bonds for fiscal year 2021/22. The \$325 million Measure M bond was approved by district voters at an election held on March 03, 2020, and the district recently issued the initial \$80 million in bonds. The district expects to issue the next series of Measure M bonds during fiscal year 2021/22. In order to provide the resources required to enable the district to pay debt service on the next issue of Measure M bonds, the district is requesting the County of Fresno to levy a property tax on the upcoming tax rolls. The Superintendent recommends adoption. Fiscal impact: Adoption of the resolution has no direct fiscal impact. Contact person: Karin Temple, telephone 457-3134.

A-5, APPROVE Budget Revision No. 1 for Fiscal Year 2021/22

Included in the Board binders is Budget Revision No. 1 for fiscal year 2021/22. Periodic updates to the district's budget are presented to the Board of Education for approval. The Superintendent recommends approval. Fiscal impact: As a result, the Unrestricted General Fund Reserve for Economic Uncertainties is estimated at approximately \$108.6 million at June 30, 2022. Contact person: Santino Danisi, telephone 457-6226.

A. CONSENT AGENDA - continued

A-6, APPROVE Annual Agreements for the 2021/22 School Year

Included in the Board binders is a matrix detailing agreements to provide services to Fresno Unified School District. These agreements include the following categories:

- College and Career Readiness
- Athletics
- Maintenance and Operations
- Targeted Assistance:
 - Student Achievement Outcomes
 - Social Emotional Supports
- Professional Development

Contracts will commence after Board approval and will end no later than June 30, 2022. The Superintendent recommends approval. Fiscal impact: Sufficient funds have been budgeted in the 2021/22 budget. These investments will be funded through the appropriate budgets, as detailed in the matrix. Contact person: Santino Danisi, telephone 457-6226.

A-7, APPROVE Memorandum of Understanding with Carter G. Woodson Public Schools

Included in the Board binders is a Memorandum of Understanding (MOU) with Agape, Inc, a California nonprofit public benefit corporation that manages and operates Carter G. Woodson Public Charter School. The MOU details the relationship between the district, the Charter Corporate Entity, and the charter school regarding operations, oversight, and monitoring. The Superintendent recommends approval. Fiscal impact: Charter law allows for a 01% to 03% oversight fee to authorizers from each charter. Contact person: Kim Mecum, telephone 457-3731.

A-8, APPROVE Amendment of California School Management Agreement for Emergency Connectivity Fund Applications

Included in the Board binders is an amendment to the existing agreement with California School Management, to assist the district in creating the forms and applications required for participation in the Emergency Connectivity Fund (ECF). The Emergency Connectivity Fund provides federal funding to eligible schools and libraries for devices and internet service to support unserved or underserved students, school staff and library patrons while off-campus. The Superintendent recommends approval. Fiscal impact: The cost for the consulting services is 1% of ECF Program applications submitted, not to exceed a total amount of \$50,000. Sufficient funds are available in the Information Technology budget. Contact person: Tami Lundberg, telephone 457-3868.

A. CONSENT AGENDA - continued

A-9, APPROVE Award of Bid 22-01, Addams Elementary School Building Additions and Modernization

Included in the Board binders is information on Bid 22-01, for construction of a new five-classroom early learning building, seven new primary grade modular classrooms and space remodel for two additional classrooms, administration building with student support spaces, and site improvements at Addams Elementary School. The project also includes relocation of the main campus entry from McKinley Avenue to Hughes Avenue for increased pedestrian and vehicular safety, new parking and student drop-off areas, accessibility improvements, updating existing modular classrooms, and removal of a 66-year-old building and 13 modular buildings ranging from 23-56 years old. Staff recommends award to the lowest responsive, responsible bidder: AMG & Associates, Inc. (Santa Clarita, California) \$11,654,000. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$11,654,000 are available in the Measure M fund. Contact person: Karin Temple, telephone 457-3134.

A-10, APPROVE Proposed Revisions and ADOPT Revised Board Policy

Included in the Board binders is the following revised Board Policy (BP): 6158 Independent Study. The Board is asked to approve the proposed revisions and adopt the revised board policy. The revised board policy meets the legal mandates recommended by the California School Boards Association. The Superintendent recommends approval and adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Kim Mecum, telephone 457-3731.

A-11, DENY Claim GL19-0919-5487

Included in the Board binders is a Claim for Damages by Keona Smith, case GL19-0919-5487. The Superintendent recommends the Claim be denied, and the matter referred to the district's Executive Director of Benefits and Risk Management for further handling. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Santino Danisi, telephone 457-6226.

A-12, RATIFY Master Services Agreement with Frontline Technologies Group

Included in the Board binders is a one-year Master Services Agreement with Frontline Technologies Group, LLC dba Frontline. Frontline provides electronic health records from an online data base for Fresno Unified School District Health Services Department staff to document all student medical and health interactions. This agreement ensures Health Services staff use consistent documentation by utilizing district standard templates to create, execute and monitor care plans, tracking screenings, immunizations, and medical administrations. Contract is in the amount of \$126,492, beginning July 01, 2021 through June 30, 2022. The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$126,492 are available in the Health Services budget. Contact person: Kim Mecum, telephone 457-3731.

A-13, RATIFY Change Orders

Bid 20-11, Ericson Elementary School Early Learning Building Construction and Interim Housing Infrastructure	
Change Order 10 presented for ratification	\$ 24,925

Bid 21-04, McLane High School New CTE Digital Media Arts Lab
Change Order 1 presented for ratification \$ 26,030

Bid 21-11, Edison High School Gymnasium Addition
Change Orders 1-3 presented for ratification \$ 154,399

Bid 21-14, McLane High School Stadium Scoreboard Replacement	
Change Order 1 presented for ratification	\$ 37,500

Bid 21-24, Columbia Elementary School Classroom Building Addition
Change Order 2 presented for ratification \$ 5,641

A-14, RATIFY the Filing of Notices of Completion

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

Bid 19-50 Sections A and B, Portable Classroom Relocation and Infrastructure for Ewing, Kirk, Phoenix, Sunset, Vang Pao and Wilson Elementary Schools

Bid 20-11, Ericson Elementary School Early Learning Building Construction and Interim Housing Infrastructure

A. CONSENT AGENDA - continued

Bid 20-54 Section B, Modular Classroom Infrastructure for Lawless, Lincoln and Malloch Elementary Schools

Bid 21-01, Hoover High School Event Center Painting and Fire Proofing

Bid 21-07, McLane High School Fire Alarm Upgrade

Bid 21-12 Sections A and B, Gymnasium Scoreboard Replacement at Various Middle Schools

Bid 21-14, McLane High School Stadium Scoreboard 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-15, RATIFY Purchase Orders from May 01, 2021 through May 31, 2021, and one Purchase Order from February 2021

Included in the Board binders is information on purchase orders issued from May 01, 2021 through May 31, 2021, and one purchase order from February 2021. The February purchase order is for the Fresno Police Department and reflects a reduced amount in recognition of limited service demand during school closure. For the reported dates, no purchase orders are identified that may present a potential conflict of interest for an individual Board member. Please be advised that pursuant to Board Bylaw 9270, each individual Board member has a continuing duty to disclose and abstain from voting on any item where the potential for a conflict of interest exists. The Superintendent recommends ratification. Fiscal impact: Funding is noted on the attached pages. Contact person: Karin Temple, telephone 457-3134.

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

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

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

B-16, DISCUSS and ADOPT Resolution 21-04 to Fill Board Vacancy in Trustee Area 5 by Provisional Appointment and Establish Procedure for the Appointment of a Provisional Board Member

On August 3, 2021 a Board majority voted to designate the method for filling the Board of Education's Trustee Area 5 vacancy through a provisional appointment. The Board must now establish the process for meeting the requirements in Education Code Section 5091. Included in the Board binders is Resolution 21-04 and three exhibits for the boards consideration and adoption that establishes the Board's intent to fill the Board Vacancy in Trustee Area 5 by provisional appointment, as well as the procedures that will be used for the appointment of a provisional Board member. The Superintendent recommends adoption. Fiscal impact: Sufficient funds in the amount not to exceed \$5,000 are available in the Board of Education budget. Contact person: David Chavez, telephone 457-3566.

C. RECEIVE INFORMATION & REPORTS

There are no items for this section of the agenda.

D. ADJOURNMENT

**NEXT REGULAR MEETING
WEDNESDAY, AUGUST 25, 2021**

Fresno Unified School District
Board Agenda Item

Board Meeting Date: August 11, 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: August 11, 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**

Acosta	Brittany	Teacher, Elementary	Kirk Elementary	8/3/2021
Aguilar	Chloris	Teacher, Elementary	Lincoln Elementary	8/3/2021
Avila	Roxie	Teacher, Elementary	Homan Elementary	8/4/2021
Barrios	Valerie	Teacher, Elementary	Burroughs Elementary	8/3/2021
Becerra	Liliana	Teacher, Elementary	Heaton Elementary	8/4/2021
Beckwith	Antion	Teacher, Middle School	Terronez Middle School	7/1/2021
Bridges	Nicole	Teacher, Elementary	Mccardle Elementary	8/9/2021
Bridges	Wyatt	Teacher, Elementary	Figarden Elementary	8/9/2021
Buttle	Daniel	Teacher, Middle School	Tioga Middle School	8/9/2021
Castillo	Lyzeth	Teacher, Elementary	Slater Elementary	8/2/2021
Clemente	Leila	Teacher, Middle School	Yosemite Middle School	7/1/2021
Crawford	Tasharey	Teacher, Lrng Hndcp, Sdc	Turner Elementary School	6/11/2021
Cronin	Jana	Teacher, Elementary	Mccardle Elementary	8/9/2021
Cruz	Herlinda	Teacher, Spec Assgn	Balderas Elementary	7/1/2021
Deleon	Liliana	Teacher, Bilingual	Wawona Middle School	8/9/2021
Durham	Willem	Teacher, Elementary	Bakman Elementary	8/9/2021
Dutcher	Dale	Teacher, Vocational Education	Duncan Polytechnical	8/9/2021
Elmore	Adam	Teacher, Music, Elementary	Music/Visual and Perform Arts	8/9/2021
Feller	Meredith	Specialist, Resource, Sp Ed	Homan Elementary	8/4/2021
Fonseca	Claudia	Teacher, Middle School	Kings Canyon Middle School	7/1/2021
Garcia	Amanda	Teacher, Senior High	Hoover High School	8/9/2021
Gizowski	Yvette	Teacher, Elementary	Centennial Elementary	8/9/2021
Harris	Madison	Specialist, Resource, Sp Ed	Pyle Elementary	8/9/2021
Harris	Reilly	Teacher, Elementary	Williams Elementary	8/9/2021
Hatfield	Michael	Teacher, Senior High	Bullard High School	8/9/2021
Her	Der	Teacher, Middle School	Fort Miller Middle School	8/9/2021
Hernandez Avendano	Rosalia	Teacher, Lrng Hndcp, Sdc	Winchell Elementary	8/3/2021
Hill	Allison	Teacher, Elementary	Bakman Elementary	8/9/2021
Hoke	Haley	Teacher, Lrng Hndcp, Sdc	Lincoln Elementary	7/1/2021
Jensen	Keolani	Teacher, Senior High	Sunnyside High School	8/9/2021
Jones	Brett	Teacher, Middle School	Tenaya Middle School	8/9/2021
Jones	Kayanne	Teacher, Elementary	Ayer Elementary	8/9/2021
Leal	Norma	Teacher, Bilingual	Leavenworth Elementary	8/9/2021
Lopez	Celia	Teacher, Elementary	Ayer Elementary	8/9/2021
Lopez	Cheryl	Teacher, Pre-School	Addams Elementary	6/13/2021

Madrigal	Nayely	Teacher, Vis Hndcp, Dis	Special Ed	7/1/2021
Maldonado	Amanda	Teacher, Elementary	Fremont Elementary	8/5/2021
Martinez	Erika	Teacher, Elementary	Williams Elementary	8/9/2021
Misakian	Kevin	Teacher, Music, Elementary	Music/Visual and Perform Arts	8/9/2021
Morton	Heather	Teacher, Elementary	Figarden Elementary	8/9/2021
Myles-Cook	Porscha	Teacher, Elementary	Vinland Elementary School	8/9/2021
Nakagawa-Acosta	Chloe	Teacher, Elementary	Olmos Elementary	8/4/2021
Nemmer	Kathryn	Therapist, Spch/Lang/Hrng/Dis	Special Ed	7/1/2021
Noa	Charles	Teacher, Elementary	Kirk Elementary	8/3/2021
Orozco	Teresa	Teacher, Elementary	Homan Elementary	8/4/2021
Payan Casas	Acsa	Teacher, Elementary	Slater Elementary	8/2/2021
Perez	Moises	Teacher, Middle School	Fort Miller Middle School	8/9/2021
Powell	Adam	Teacher, Middle School	Fort Miller Middle School	8/9/2021
Ramos	Catalina	Teacher, Middle School	Kings Canyon Middle School	8/9/2021
Rancano	Stacie	Teacher, Middle School	Kings Canyon Middle School	8/9/2021
Rivard	Hilary	Teacher, Autistic, Sdc	Heaton Elementary	8/4/2021
Rivera Avalos	Alexis	Teacher, Middle School	Fort Miller Middle School	8/9/2021
Rodriguez	Erika	Teacher, Elementary	Lincoln Elementary	8/3/2021
Rodriguez	Racquel	Nurse	Health Services	8/9/2021
Rosario Arriaga	Jessica	Teacher, Bilingual	Sunset Elementary	8/9/2021
Saephan	Phamking	Teacher, Elementary	Williams Elementary	8/9/2021
Severns	Hailey	Teacher, Elementary	Holland Elementary	8/9/2021
Sohrabi	Soua	Nurse	Health Services	8/9/2021
Stephens	Devyn	Teacher, Elementary	Wilson Elementary	8/3/2021
Stieler	Kelsi	Teacher, Elementary	Yokomi Elementary	8/9/2021
Tharpe	Samantha	Teacher, Elementary	Greenberg Elementary	8/4/2021
Thomason	Justin	Teacher, Elementary	Starr Elementary	8/9/2021
Thor	Hlee	Teacher, Elementary	Aynesworth Elementary	8/3/2021
Thorwaldson	Nicolas	Teacher, Middle School	Tioga Middle School	8/9/2021
Tsutsui	Julia	Teacher, Lrng Hndcp, Sdc	Kratt Elementary	8/9/2021
Ulam	Jacob	Teacher, Lrng Hndcp, Sdc	Scandinavian Middle School	7/1/2021
Vang	Judy	Teacher, Middle School	Edison-Computech 7-8	8/9/2021
Villarreal Jr	Hilario	Teacher, Elementary	Slater Elementary	7/1/2021
Williams	Erin	Teacher, Elementary	Gibson Elementary	8/9/2021
Winnett	Carolyn	Teacher, Autistic, Sdc	Kirk Elementary	7/1/2021
Yang	Liberty	Teacher, Elementary	Aynesworth Elementary	8/3/2021
Yang	Mai	Teacher, Middle School	Ahwahnee Middle School	7/1/2021
Young	Calvin	Teacher, Middle School	Fort Miller Middle School	8/9/2021
Zarate	Alexis	Teacher, Elementary	Greenberg Elementary	8/4/2021

Classified Personnel

Duarte Longoria	Debra	Custodian	Mayfair Elementary	6/21/2021
Lemus	Francisco	Specialist, Tech Support I	Technology Services	6/30/2021
Lor	Wa	Custodian	Duncan Polytechnical	6/28/2021
Merzoian	Brian	Glazier	Maintenance And Operations	6/10/2021
Moreno	Maria	Nutrition Services Operator	Food Services	6/21/2021
Phongphaychit	Leo	Custodian	Bullard High School	7/14/2021

Rosales	Angel	Custodian	Slater Elementary	6/4/2021
Samaniego	Christian	Specialist, Electronics Serv	Maintenance And Operations	6/28/2021
Sanchez	Jesse	Custodian	Cesar Chavez Adult School	5/19/2021
Thaoxaochay	Kongtsu	Specialist, Tech Support I	Technology Services	7/1/2021
Vang	Chao	Assistant, Office III	Special Educ Administration	7/6/2021
Vang	Natalie	Specialist, Tech Support I	Technology Services	6/30/2021
Walker	Heather	Specialist, Electronics Serv	Maintenance And Operations	6/21/2021
Yanez	Kimberli	Nurse, Vocational License	Health Services	6/11/2021

Management Classified

Kuyper McKeithen	Heather	Manager III, General	Instructional Services	7/1/2021
Loera	Marlene	Dist Supv I, Food Services	Food Services	7/6/2021
Strange	Dshara	Manager, Project (General)	African American Academic Acce	7/1/2021

Management Certificated

Grijalva	Bryce	Psychologist, School	Special Ed	7/21/2021
Williams	Marie	Instr Super, School Leadership	Secondary Division	7/1/2021

RESIGNATIONS OR RETIREMENTS

Certificated Personnel

Aguirre	Marissa	Teacher, Music, Elementary	Music/Visual and Perform Arts	6/10/2021
Berg	Cheryl	Teacher, Elementary	Eaton Elementary	8/11/2021
Coronado	Guadalupe	Teacher, Bilingual	Wawona Middle School	7/1/2021
Feldman	Eric	Teacher, Elementary	Mayfair Elementary	7/31/2021
Feller	Meredith	Specialist, Resource, Sp Ed	Homan Elementary	6/11/2021
Flores	Jessie	Teacher, Elementary	Norseman Elementary	8/10/2021
Furtado	Shannon	Teacher, Middle School	Rutherford Gaston Middle Schoo	6/11/2021
Gates	Angela	Teacher, Middle School	Edison-Computech 7-8	6/30/2021
Holly	Regina	Teacher, Je Young Academic	Independent Study	7/31/2021
Kess Farmer	Jennifer	Teacher, Elementary	Mccardle Elementary	7/31/2021
Macris	John	Teacher, Je Young Academic	Independent Study	7/31/2021
Richina	Lindsay	Teacher, Senior High	Sunnyside High School	7/12/2021
Ritcheson	Alan	Teacher, Elementary	Addams Elementary	6/11/2021
Ritcheson	Pam	Teacher, Elementary	Addams Elementary	6/11/2021
Sanders	Heather	Teacher, Spec Assgn, St Ac Dir	Bullard High School	7/31/2021
Schwantes	Jill	Teacher, Elementary	Yokomi Elementary	7/31/2021
Sirimarco	Donna	Teacher, Lrng Hndcp, Sdc	Mclane High School	6/30/2021
Sischo	Robin	Teacher, Middle School	Bullard Talent 7-8	8/6/2021
Vang	Xiong	Teacher, Middle School	Rutherford Gaston Middle Schoo	7/30/2021
Waite	Diane	Teacher, Senior High	Edison High School	6/15/2021
Wences	Lauren	Teacher, Elementary	Williams Elementary	6/11/2021
Wittman	Paula	Teacher, Lrng Hndcp, Sdc	Pyle Elementary	7/31/2021

Classified Personnel

Aguilar	Arturo	Noontime Assistant	Williams Elementary	10/9/2020
Cardoza Del Rio	Brenda	Technician, Purchasing	Purchasing Department	6/19/2021
Chang	Pao	Paraeducator, Community Based	Sunnyside High School	5/28/2021
Creviston	Frank	Paraprof, Moderate/Severe	Ayer Elementary	6/8/2021
De la Rosa Austin	Jacqueline	Nutrition Services Assistant	Packaging Center	5/13/2021

Dorn	Sokhem	Nurse, Vocational License	Health Services	6/11/2021
Gomez	Gabriela	Paraprof, Mild/Moderate	Wawona Middle School	8/8/2021
Goodall	Paulette	Paraprof, Instructional Asst	Bullard Talent K-6	6/11/2021
Griswold	Joshua	Custodian	Bullard High School	7/15/2021
Hazelton	Kathleen	Assistant, School Office	Fresno High School	7/31/2021
Her	Gabriella	Manager, School Office Middle	Baird	7/31/2021
Hill	Briana	Noontime Assistant	Vinland Elementary School	6/10/2021
Krick	Matthew	Worker, Grnds Maint I	Plant Operations	6/25/2021
Lujan	Jacqueline	Paraprof, Child Development	Heaton Elementary	7/9/2021
Lustre	Crystal	Paraprof, Child Development	Scandinavian Middle School	6/30/2021
Martinez Velazquez	Lisette	Noontime Assistant	Kirk Elementary	7/13/2021
Mason	John	Assistant, Campus Safety	Bullard High School	8/8/2021
Mc Gregor	Kara	Paraprof, Early Chldhd Mil/Mod	Special Ed	7/9/2021
Notarnicola	Jessica	Paraprof, Mild/Moderate	Mccardle Elementary	6/11/2021
Ocegueda Gonzalez	Nayeli	Noontime Assistant	Leavenworth Elementary	5/21/2021
Orozco	Maria	Noontime Assistant	Kirk Elementary	7/15/2021
Perez	Maria	Custodian, PE Male/Female	Hoover High School	12/31/2021
Ramirez	Irene	Paraprof, Mild/Moderate	Special Ed	7/31/2021
Rivera	Maria	Nutrition Services Assistant	Packaging Center	6/11/2021
Rojas	Hector	Noontime Assistant	Wawona Middle School	3/4/2021
Taito	Roseanna	Paraprof, Moderate/Severe	Turner Elementary School	6/11/2021
Thao	Leslie	Paraprof, After Schl/Ext Day	Manchester Gate	7/6/2021
Torgerson	Gavin	Paraprof, Mild/Moderate	Hidalgo Elementary	5/1/2020
Vang	Kao	Paraprof, Instructional Asst	Yokomi Elementary	7/29/2021
Ventura	Claribel	Paraprof, Child Development	Columbia Elementary	7/31/2021
Viney	Evelyn	Paraprof, Child Development	King Child Dev Center	7/15/2021
Xiong	Chou	Custodian	Ahwahnee Middle School	7/31/2021
Yang	Phengching	Liaison, Home/School Hmong	Vang Pao Elementary	6/14/2021
Zuniga	Jose	Nutrition Services Assistant	Packaging Center	6/21/2021

Management Certificated

Benavidez III	Sebastian	Vice Principal I	Viking Elementary	6/30/2021
Quintana	Anicia	Clinical School Social Worker	Prevention And Intervention	7/31/2021
Rodriguez	Rosa	Counselor, Head	Sunnyside High School	7/26/2021
Rudell	Cheryl	Manager II, Regional Instruct	Special Ed	6/30/2021
Shipman	Jeremy	Vice Principal II	Tehipite Middle School	6/23/2021
Shipman	Lisa	Principal II	Pyle Elementary	6/30/2021

Management Classified

Braun	Scott	Manager II, General	Summer School	6/11/2021
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LEAVE REQUEST

Classified Personnel

Cerda	Joe	Custodian	Burroughs Elementary	6/11/2021
Dhesi	Pawandeep	Nutrition Services Assistant	Food Services	5/23/2021
Vang	Ka	Nurse, Vocational License	Health Services	8/9/2021

R39-MONTH REEMPLOYMENT RIGHTS

Certificated Personnel

Martin	Martin	Teacher, Senior High	Sunnyside High School	4/13/2021
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Classified Personnel

Deochoa	Guadalupe	Driver,Bus	Transportation	4/22/2021
Martinez	Felix	Custodian	Duncan Polytechnical	5/7/2021
Noble	Carl	Driver,Bus	Transportation	4/22/2021

PROMOTIONS

Certificated Personnel

Bride	Kristin	Vice Principal I	Robinson Elementary	8/2/2021
De La Cerda	Nicholas	Manager II, Regional Instruct	Special Ed	8/2/2021
Hurtado	Nancy	Vice Principal III	Sunnyside High School	8/2/2021
Kitchen	Cheryl	Advisor, Guidance and Learning	Scandinavian Middle School	8/2/2021
Thomson	Daniel	Vice Principal I	Viking Elementary	8/2/2021

Classified Personnel

Bejarano	Teresa	Manager, Department Office	Equity and Access	7/1/2021
Dearmond	Kenny	Lead, Irrigation Specialist	Maintenance And Operations	2/16/2021
Garcia	Araceli	Secretary, Administrative II	Secondary Division	7/19/2021
Garza	Miroslava	Emp Service Center Specialist	Payroll Department	7/2/2021
Guerrero	Daniel	Specialist, Tech Support II	Technology Services	7/2/2021
Her	Mala	Specialist, Human Resources	Human Resources	7/12/2021
Hinojoza	Carmen	Manager, Dept Office	Transportation	6/15/2021
Lee	Ngia	Secretary, Administrative I	State & Federal Programs	7/19/2021
Lor	Tong	Specialist, Tech Support II	Technology Services	7/2/2021
Mikerin	Anatoliy	Supervisor, High School Plant	Mclane High School	7/19/2021
Montague	Annette	Secretary, Executive To Supt	Superintendent Office	3/11/2021
Perez	Maria	Registrar	Sunnyside High School	7/26/2021
Quezada	Eduardo	Mechanic, Lead Vehicle/Equipment	Maintenance And Operations	7/1/2019
Redfern	Donald	Lead, Plumber	Maintenance And Operations	7/1/2019
Renovato	Robert	Carpenter, Lead	Maintenance And Operations	7/1/2021
Rodman	Charles	Lead, Electrician	Maintenance And Operations	7/1/2019
Ruiz	Ruben	Lead, Metal Trades II	Maintenance And Operations	7/1/2019
Speechly	Benjamin	Specialist, Lead Electronics Services	Maintenance And Operations	9/1/2020
Vang	Xai	Custodian	Powers Elementary	7/14/2021
Walker	Rodger	Manager Assistant Project	Maintenance And Operations	7/19/2021
Zapien	Jesse	Supervisor, High School Plant	Bullard High School	6/18/2021

Management Classified

Aldana	Lorena	Analyst, General	Food Services	6/7/2021
Carr	Deann	Manager II, General	Teacher Development	7/15/2021
Garrard	Justin	Coordinator II, Tech Supp Serv	Technology Services	6/21/2021
Jorge	Antonia	Manager, Business Operations	Purchasing Department	6/22/2021
Krikava	Haley	Manager, Project (General)	Teacher Development	7/1/2021
Nunes	Julie	Analyst II	Human Resources	7/1/2021
Vang	Connie	Analyst II	Human Resources	7/1/2021

Fresno Unified School District
Board Agenda Item

Board Meeting Date: August 11, 2021

AGENDA ITEM A-3

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Minutes from Prior Meeting

ITEM DESCRIPTION: Included in the Board binders are draft minutes for the June 16, 2021 Regular Board Meeting.

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

PREPARED BY: David Chavez,
Chief of Staff

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

CABINET APPROVAL: David Chavez,
Chief of Staff

SUPERINTENDENT APPROVAL:





BOARD OF EDUCATION
REGULAR MEETING
BULLARD HIGH SCHOOL
CAFETERIA
5445 N. PALM
FRESNO, CA 93704
board.fresnounified.org

MINUTES – BOARD OF EDUCATION REGULAR MEETING

Fresno, California
June 16, 2021

Bullard High School, Cafeteria, 5445 N. Palm Avenue, Fresno, CA 93704.

At a Regular Meeting of the Board of Education of Fresno Unified School District, held on June 16, 2021, there were present Board Members Cazares, Islas, Jonasson Rosas, Mills, Major Slatic, Thomas, and Board President Davis. Superintendent Dr. Nelson was also present.

Board President Davis CONVENED the Regular Board Meeting at 4:32 p.m. and ADJORNED to Closed Session to address items one through six.

The BOARD RECONVENED in Open Session at 6:09 p.m.

Reporting Out of Closed Session

- On a motion by Board Member Jonasson Rosas, seconded by Board Member Major Slatic, the Board took action in Closed Session on a Workers' Compensation settlement for Felipe Cardenas Case No. 2018-0343, by a vote of 7-0-0-0, as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Mills, Major Slatic, Thomas, and Board President Davis.

PLEDGE OF ALLEGIANCE

Mr. Alvarado, Principal of Bullard High School led the flag salute.

HEAR Report from Superintendent

- Shared that this marks the last board meeting of the 2020/21 school year. Together with graduation celebrations complete and last Friday being the final day of in person instruction, we can truly say that we have successfully completed a school year that challenged us like no year ever before. Thank you to our community for its support, to our parents for serving as co-teachers and to our students who tried to make the best of virtual learning and missed milestones with friends and staff they love and depend on. To our staff, simply put, I wouldn't work anyplace else, because nobody else's work family works any harder or cares any deeper than does ours. You are the best. Last year, we worked right through the summer, never

HEAR Report from Superintendent – continued

feeling like we had a break -- anticipating and navigating whatever came next. This summer, we are in a much better place. Make time to take care of you, spend time with those you love and give yourself the space to clear your head and make peace with the last 16 months. As we head into the summer and look towards next school year, there is no doubt we are moving forward together – as we embark on our pandemic recovery plan so that students, staff, families and our community can achieve their greatest potential.

- Shared that for many of our staff and students time off is still a little ways away. On Monday, we launched the most comprehensive summer extended learning program in district history, with high school sessions going into late July and alternative education until August 6. We are providing students with additional supports this summer, especially in reading and math. Our office of African American Academic Acceleration is expanding its summer programs as well. We are doing as much as we can to make sure students are prepared for the start of the new school year. For all those involved with summer learning, thank you for not missing a beat as we transitioned from school last week and immediately launched into summer learning, including our first ever in-person summer camps. Our staff is committed to supporting our students and that is evident through the successful launch of our summer learning programs. Thank you to our entire summer learning team.
- Shared that as a result of last school year, many of our sports seasons have gone deep into the school year. On Friday in boys' basketball, two of our teams won section championships! Bullard beat No. 1 seed Central 85-83 for the Division 1 section title and Roosevelt upset Atascadero 61-49 in Division 2. And earlier this month the Sunnyside boys' volleyball teams beat St Joseph High School for the Division 2 section championship, the Wildcats' first tittle. Congratulations to our teams – they found great success this year despite very unusual circumstances.
- Shout out to our STEAM education programs. These are the clubs and activities connected to science, technology, engineering, the arts and math. They did a fantastic job adapting to the challenges of supporting student interests during the COVID pandemic. Thanks to our one-to-one student device initiative, students had the opportunity to shine in our STEAM extracurricular programs and events from the comfort and safety of their homes while many other extracurricular activities where on hold. Students participated in robotics, esports and coding clubs. We even launched our first CoderGirlz club fully in Spanish. Students were able to continue learning the 21st century skill that will open doors to the workforce of tomorrow. The 13th Annual Tournament of Technology took place as well, demonstrating the resilience of all involved. Congratulations to all those involved in pulling off such a successful event.

HEAR Report from Superintendent – continued

- Shared that as we put the official end-of-the year stamp on this school year, I just want to once again thank everyone involved with our recent graduation celebrations. Our Goal 2 team, high school and adult transition program collectively orchestrated seventeen different graduation ceremonies honoring both the class of 2020 and 2021. Despite one week of extreme heat, our Fresno Unified family was able to come together to celebrate and honor our graduates in person. It was not an easy task but one that will forever be etched in the memories of our seniors for years to come. Thank you to staff for making graduation season one for the books – it was pure joy and we all needed that! For those interested in seeing pictures from this year's graduation or our video recap of graduation, please visit the district website at Fresnounified.org.

BOARD/SUPERINTENDENT COMMUNICATION

Member Major Slatic: Commented that his prior request for a board communication with granular detail showing how the district is assessing learning loss did not hit the mark. Requested a document that parents can understand which will show how the district is assessing learning loss. Requested to have the board communication prior to the next board meeting. Requested that staff name board communications in the verbiage requested by board members.

Member Islas: Thanked and congratulated graduates of 2021, provided a personal shout out to her niece Gevina Islas, valedictorian at Edison High School. Congratulated eleven students that graduated from the Dual Immersion Pathway at McLane. Shared remarks regarding COVID-19 statistics and encouraged people to get vaccinated. Called for respectful and engaging manner of listening for board meeting, continue listening to each other until we can find a common ground. Shared she was disappointed by criticism of Board Clerk and Board President. Commented Armenian community deserves to have a school/facility named after them. Commented that she hears the request for the Board to reimagine school safety and other areas of student supports.

Member Cazares: Thanked teachers, staff, and administrators for persevering during the pandemic. Thanked students and congratulated graduating seniors. The Board is trying their best for students and excited about the future.

Clerk Thomas: Thanked Islas for her comments. The Armenian community deserve to have a school named after them. Congratulated the graduating class of 2021. Thanked Campus Safety Assistant, Sam for his unwavering years of service and support. Very proud of this year's valedictorian but only five were African American. Commented there is a deeper problem of learning of African American students, there is both structural and institutional racism; the district needs to take more seriously the grading system and track how students are being graded by teachers. Community meeting on June 28 to discuss colors for the new gym at Edison High School

BOARD/SUPERINTENDENT COMMUNICATION

President Davis: Thanked staff for the graduation ceremonies. Commented that students are happy to be back on campus. Congratulated the 420 graduates of Sunnyside High School that have applied to California State University, Fresno. Thanked ATP and RATA staff for their graduation ceremonies. Provided information of Board/Public interaction during public comments.

Member Mills: Congratulated the 2021 graduates.

OPPORTUNITY for Public Comment on Consent Agenda Items

For the record, the Board received 29 requests to address the Board and 54 email submissions of public comment on Consent Agenda Items. Individual names along with a summary of topic will be listed under the specific agenda item.

On a motion by Board Member Islas, seconded by Board Clerk Thomas, the Consent Agenda, was approved, with the exception of items as follow: A-6, A-7, A-10, A-16, A-19, A-33, A39, and A-40 which were pulled by the Board for further discussion, and A-9 and A-31 which were pulled by the public for comment, by a vote of 7-0-0-0, as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Mills, Major Slatic, Thomas, and Board President Davis.

ALL CONSENT AGENDA items are considered routine by the Board of Education and will be enacted by one motion. There will be no separate discussion of items unless a Board member so requests, in which event, the item(s) will be considered following approval of the Consent Agenda.

A. CONSENT AGENDA

A-1, APPROVE Personnel List

APPROVED as recommended, the Personnel List, Appendix A, as submitted.

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

ADOPTED as recommended, the Findings of Fact and Recommendations of District Administrative Panels resulting from hearings on expulsion and readmittance cases conducted during the period since the June 02, 2021 Regular Board Meeting.

A-3, APPROVE Minutes from Prior Meetings

APPROVED as recommended, the draft minutes for the June 02, 2021 Regular Board Meetings.

A. CONSENT AGENDA – continued

A-4, ADOPT Resolution 20-51 Authorizing Inter-Fund Loans for Cash Flow Purposes

ADOPTED as recommended, Resolution 20-51 to authorize Fresno Unified School District to transfer funds as needed for cash-flow purposes and to repay those transactions as funds become available for the 2021/22 fiscal year.

A-5, APPROVE the Special Education Annual Budget and Service Plans and Service Descriptions for 2021/22

APPROVED as recommended, the fiscal year 2021/22 Special Education Annual Budget and Service Plans and descriptions of services provided to students in Special Education.

A-6, APPROVE Budget Revision No. 5

APPROVED as recommended, Budget Revision No. 5 for fiscal year 2020/21.

OPPORTUNITY for Public Comment on Agenda Item A-6

Requests to Address the Board

1. Star Ajamian: Support for keeping the current mascot imagery for FHS.
2. Tom Marsella: Read an excerpt from the Brown Act.
3. John Flores: Requested Board to cease action on decision to gather more data.
4. Alexandria Lenzinger: Concerned about cost of removing mascot imagery.
5. Josette Losurdo: Concerned about cost of removing mascot imagery.
6. Sean Burdine: Spoke to perceived violations of the Brown Act.
7. Eric Rollins: Concerned about cost of removing mascot imagery.
8. Amanda Soto: Concerned about cost of removing mascot imagery.
9. Lori Pastre: Concerned about cost of removing mascot imagery and the historical importance of the imagery.

Email Submissions

1. Alexandria Lenzinger: Concerned about cost of removing mascot imagery.
2. Lezle Adam: Concerned about cost of removing mascot imagery.
3. Tammy Culwell: Concerned about cost of removing mascot imagery.
4. Vanoush Katchaturyan: Board's decision should be paused until outcome of lawsuit.
5. Josette Losurdo: Concerned about cost of removing mascot imagery.
6. Kelly Rector: Concerned about cost of removing mascot imagery.
7. Lynne Santini: Concerned about cost of removing mascot imagery.
8. Vicki Cheney: Concerned about cost of removing mascot imagery and request to invest money instead into Native American history.
9. Cecilia Patino Funk: Wrote regarding a second lawsuit and a recall vote.
10. Tiffany Jones: Concerned about cost of removing mascot imagery.
11. Amanda Soto: Concerned about cost of removing mascot imagery.
12. Stephen C. Petzold: Concerned about cost of removing mascot imagery.

A. CONSENT AGENDA – continued

- 13. Shaun R. Ardemagni: Wrote regarding perceived lack of research leading to the Board's decision.
- 14. Dexter Marr: Concerned about cost of removing mascot imagery.
- 15. Sandy Steele: Concerned that supporters of mascot imagery are not being heard.
- 16. Roberta Genini: Concerned about cost of removing mascot imagery.
- 17. James Tuck: Wrote regarding planned recall campaigns if vote is not rescinded.
- 18. Tom Marsella: Wrote regarding The California Brown Act "Open Meeting Law".

For the record, Board Members had comments/questions pertaining to Agenda Item A-6. A summary is as follows: Commented the Board voted in December to retire the mascot image, to start the process for a new image, and directed staff to remove the image before the start of the new school year. Commented regarding the need to follow through on the December vote. Commented on the cost of removing the old mascot imagery, listed line item costs. Requested clarity as to why this item was a budget revision. Requested clarity as to items that are replaced on a rotation cycle. Requested to rethink rotation cycle of items. Requested a member of staff to share with the room the process which led to the December vote. Commented the Board is very conscious of Brown Act requirements and the Board did not make their decision lightly. Shared that current students at Fresno High School chose the new image for their school. Commented it is part of the Board's work to mitigate circumstances when someone is being harmed. Chief Financial Officer Santino Danisi and Assistant Superintendent Bryan Wells were available to provide clarity.

For the record, Board Member Jonasson Rosas asked if the original motion could be amended to have a more phased in approach to replacement of items. Board Member Mills did not wish to amend the original motion.

On a motion by Board Member Mills, seconded by Board Member Cazares, Agenda Item A-6 was approved by a roll call vote of 5-1-1-0, as follows: AYES: Board Members: Cazares, Islas, Mills, Thomas, and Board President Davis. NOES: Board Member Major Slatic. ABSTENTIONS: Board Member Jonasson Rosas.

A-7, APPROVE Agreement with Safe 2 School, Inc. for Crossing Guard Services **APPROVED with amendment to recommendation**, an agreement with Safe 2 School, Inc., to provide crossing guard services at mutually agreed upon locations to service district elementary schools.

For the record, Board Members had comments/questions pertaining to Agenda Item A-7. A summary is as follows: Commented on support and need for services. Commented on concern that Safe 2 Schools has been the singular provider of services for multiple years. Commented on the need to explore if there are more agencies that could provide similar services. Commented on need to consider the

A. CONSENT AGENDA – continued

return on investment. Requested clarity pertaining to the amount of the stipend for the volunteers. Requested clarity on the cost of the agreement per year. Requested clarity on the increase for this agreement. Commented the stipend is very small and in ways exploitive of the volunteers. Requested clarity as to how the approval of one year instead of five years would affect the Safe 2 School operation. Chief of Operations Karin Temple and Michael O'Hare and Erin Obald were available to provide clarity.

On a motion by Board Member Islas to approve the term of the agreement for one year instead of five years; and during the one year of service district staff to assess whether there are other agencies or resources available to the district. The motion was seconded by Board Member Jonasson Rosas and Agenda Item A-7 was approved by a roll call vote of 4-3-0-0, as follows: AYES: Board Members: Islas, Jonasson Rosas, Major Slatic and Board President Davis. NOES: Board Members: Cazares, Mills, and Clerk Thomas.

A-8, **APPROVE Agreement between Fresno Unified Special Education Department and Fresno County Superintendent of Schools**

APPROVED as recommended, a five-year Teacher Induction Cooperative Agreement between Fresno Unified School District Special Education Department and Fresno County Superintendent of Schools.

A-9, **APPROVE Agreement to The Regents of the University of California for 2021/22 and 2022/23**

APPROVED as recommended, an agreement for the Doctors Academy and Junior Doctors Academy for 2021/22 and 2022/23.

OPPORTUNITY for Public Comment on Agenda Item A-9

Requests to Address the Board

1. Star Ajamian: Asked if this program is only for people of certain descent.

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

A-10, **APPROVE Agreement with City of Fresno Police Department for Student Resource Officers**

APPROVED as recommended, an agreement with the City of Fresno Police Department (FPD) to provide eleven Student Resource Officers (SRO) for Bullard, Cambridge, DeWolf, Duncan, Edison, Fresno, Hoover, McLane, Phoenix, Roosevelt, and Sunnyside High Schools.

A. CONSENT AGENDA – continued

OPPORTUNITY for Public Comment on Agenda Item A-10

Requests to Address the Board

1. Katie Moua: Does not support the renewal of agreement.
2. Selena Rojas: Does not support the renewal of agreement.
3. Ashely Rojas: Does not support the renewal of agreement.
4. Nataly Barajas: Does not support the renewal of agreement.
5. Mallie Yang: Shared struggles of family.
6. Esmeralda Luna: Does not support renewal of agreement.
7. Jasmine Leyva: Does not support renewal of agreement.
8. Jamila Rice: Does not support renewal of agreement.
9. Marcel Woodruff: Did not come forward to speak.
10. Brandi Nose-Villegas: Does not support renewal of agreement.
11. Alex Ramos O'Casey: Does not support renewal of agreement.
12. Seya Lumeya: Did not come forward to speak.
13. Grisanti Avendano: Does not support renewal of agreement.
14. Alexandros Acedo: Does not support renewal of agreement.
15. Kathia Osuna: Does not support renewal of agreement.
16. Jennifer Rojas: Does not support renewal of agreement.
17. Joshua Camarillo: Support for renewal of agreement.

Email Submissions

1. David Tablas: Does not support the renewal of agreement.
2. Madeline Harris: Does not support the renewal of agreement.
3. Kao Ye Thao: Does not support the renewal of agreement.
4. Dan Waterhouse: Does not support the renewal of agreement.
5. Liam: Does not support the renewal of agreement.
6. Matthew Vang: Does not support the renewal of agreement.
7. Shai Chang: Does not support the renewal of agreement.
8. Stephanie Avalos-Villa: Does not support the renewal of agreement.
9. Leslie Brito: Does not support the renewal of agreement.
10. Sarah K. Hutchinson: Does not support the renewal of agreement.
11. Alex Ramos-O'Casey: Does not support the renewal of agreement.
12. Jos m: Does not support the renewal of agreement.
13. Ruben Espinoza: Does not support the renewal of agreement.
14. Madelyn San: Does not support the renewal of agreement.
15. Riddhi S. Patel: Does not support the renewal of agreement.
16. Chali Lee: Does not support the renewal of agreement.
17. Talia Marquez: Does not support the renewal of agreement.
18. Antonio Gutierrez: Supports the renewal of agreement.
19. Ernesto: Does not support the renewal of agreement.
20. Jessie Kanter: Does not support the renewal of agreement.
21. Lorena Sanpedro: Does not support the renewal of agreement.
22. Gabriel Vidal: Does not support the renewal of agreement.

A. CONSENT AGENDA – continued

- 23. Lisa Eisenberg: Does not support the renewal of agreement.
- 24. Alicia Olivarez: Does not support the renewal of agreement.
- 25. Taryn Kinney: Does not support the renewal of agreement.
- 26. Brandi Nuse-Villegas: Does not support the renewal of agreement.
- 27. Rosani Paniagua: Does not support the renewal of agreement.
- 28. Bakari: Does not support the renewal of agreement.
- 29. Jess B. Fitzpatrick: Does not support the renewal of agreement.
- 30. Sarah Hayes: Does not support the renewal of agreement.
- 31. Cassandra Hishida: Does not support the renewal of agreement.
- 32. Pedro Navarro: Does not support the renewal of agreement.
- 33. Vasmer Vang: Does not support the renewal of agreement.
- 34. Ashley de La Rosa: Does not support the renewal of agreement.
- 35. Andrew Escamilla: Does not support the renewal of agreement.
- 36. Elisha Mendoza: Does not support the renewal of agreement.

For the record, Board Members had comments/questions pertaining to Agenda Item A-10. A summary is as follows: Commented that police officers are one component of a safe school; the majority of students and parents want officers on campus. This is an opportunity for both students to become comfortable with officers and not view them as the enemy and for officers to get to know the students and not view them as a threat. Commented on a lockdown situation which took place at a Fresno Unified Middle School. Requested Superintendent follow up on the situation with the D.A. Requested clarity as to communication protocols to Board Members regarding law enforcement issues. Commented that irregularities took place with this agenda item due to an intentional ploy to ensure this item was approved. Commended Chief Balderrama. Questioned the design of the agreement. Commented there are systems in place working against students of color. Commented there are disparate impacts to black and brown students. Commented on excerpts of the agreement and stressed the importance of data to offer preventions and to dismantle negative impact. Requested the Superintendent to reach out to Board Member Islas as to the specific data she is requesting. Requested staff to bring an agenda item pertaining to the savings from an overpayment and how those resources can be reinvested. Commented that frequently the negative not the positive stories involving Police interaction on campuses are highlighted. Executive Director Ambra O'Connor and Chief of Staff Chavez were available to provide clarity.

For the record, Board Member Islas requested to amend the motion for approval of the agreement. She would like the agreement to include a request for greater data transparency and include a better referral process to the California Justice Coalition. This requested did not receive a second.

For the record, Board President Davis apologized for overlooking to first call on Board Member Islas regarding this item.

A. CONSENT AGENDA – continued

On a motion by Board Member Mills, seconded by Board Clerk Thomas, Agenda Item A-10 was approved by a roll call vote of 6-0-1-0, as follows: AYES: Board Members: Cazares, Jonasson Rosas, Mills, Major Slatic, Thomas, and Board President Davis. ABSTENTIONS: Board Member Islas.

A-11, APPROVE Agreement with Ellevation Inc.

APPROVED as recommended, an agreement with Ellevation which will include training for our English Learner (EL) Site Representatives, department personnel, and teachers in a two-year contracted cycle.

A-12, APPROVE Agreement with Uncharted Learning, NFP to Access Entrepreneurship Curriculum

APPROVED as recommended, an agreement for Uncharted Learning, NFP.

A-13, APPROVE Agreement for Student Device Imaging and Repair Center

APPROVED as recommended, an agreement with Robert Ellis Leasing and Investments, Inc., to provide a combined warehouse/office space for the 12 staff members responsible for configuration and repair of 25,000 student computers and 1,200 teacher computers.

A-14, APPROVE Legal Services Agreements for 2021/22

APPROVED as recommended, a list of legal firms recommended for approval to provide legal services to Fresno Unified School District during the 2021/22 fiscal year.

A-15, APPROVE Agreements with Nielsen Merksamer Parrinello Gross & Leoni, LLP and National Demographics Corporation to Consider the Redistricting of Fresno Unified School District Trustee Areas

APPROVED as recommended, two agreements to consider the redistricting of Fresno Unified School District trustee areas, given 2020 Census data.

A-16, APPROVE Countywide Plan for Expelled Youth – Triennial Update

APPROVED as recommended, the triennial update of the Fresno County Plan for Providing Educational Services to Expelled youth for years 2021-2024.

For the record, Board Members had comments/questions pertaining to Agenda Item A-16. A summary is as follows: Requested clarity as to the plan on how to prevent expulsions. Requested if there is an opportunity for case studies or retrospective analysis of incidents of negative impact to be included as a process of continual improvement for use by the district. Requested to hear from staff pertaining to ideas on how to continue to improve resources and services. Executive Director Ambra O'Conner was available to provide clarity.

A. CONSENT AGENDA – continued

On a motion by Board Member Islas, seconded by Board Member Major Slatic, Agenda Item A-16 was approved by a roll call vote of 7-0-0-0, as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Mills, Major Slatic, Thomas, and Board President Davis.

A-17, APPROVE Grant Application to the United States Citizenship and Immigration Services for the 2021 Citizenship and Integration Grant Program **APPROVED as recommended**, a grant application to the U.S. Citizenship and Immigration Services for the 2021 Citizenship and Integration Grant Program.

A-18, APPROVE Memorandum of Understanding with Aspen Ridge Public School **APPROVED as recommended**, a Memorandum of Understanding with Aspen Public Schools, Inc., a California nonprofit public benefit corporation that manages and operates Aspen Ridge Public School.

A-19, APPROVE Memorandum of Understanding with Golden Charter Academy **APPROVED as recommended**, a Memorandum of Understanding with Golden Charter Academy, a California nonprofit public benefit corporation that manages and operates Golden Charter Academy.

For the record, Board Clerk Thomas read a statement as follows:

“Agenda Item A-19 Approve Memorandum of Understanding with Go Matter of Golden Charter Academy. As I stated at prior board meetings, I am a founding member of the Golden Charter Academy and I serve in an unpaid capacity as the Vice-President of Golden Charter Academy’s Board of Directors. The CEO and President of Golden Charter Academy is my son-in-law, Robert Golden. Because Golden Charter Academy is a 501C3 non-profit corporation I am a non-compensated officer. I do not have a financial interest in Golden Charter Academy or the Memorandum of Understanding; however, as a Golden Charter Academy founder and Vice-President I have a personal interest in this matter. Therefore, consistent with Board Bylaw 9270 and out of the abundance of caution, I am recusing myself to avoid any appearance of impropriety and abstaining from the vote on the MOU for Golden Charter Academy”.

On a motion by Board President Davis, seconded by Board Member Major Slatic, Agenda Item A-19 was approved by a roll call vote of 5-0-2-0, as follows: AYES: Board Members: Cazares, Jonasson Rosas, Mills, Major Slatic, and Board President Davis. ABSENTIONS: Board Members Islas and Thomas.

A. CONSENT AGENDA – continued

A-20, APPROVE Award of Bid 21-03, Nutrition Center Production Line Film

APPROVED as recommended, information on Bid 21-03, to establish fixed pricing for Nutrition Center Production Line Film.

A-21, APPROVE Award of Bid 21-41, Duncan Polytechnical High School CTE Medical Science Building

APPROVED as recommended, information on Bid 21-41, for construction of a new Career Technical Education (CTE) health sciences and medical technology classroom building at Duncan Polytechnical High School.

A-22, APPROVE Award of Bid 21-45, Webster Elementary School Multipurpose Room Plumbing Replacement

APPROVED as recommended, information on Bid 21-45, to replace the existing main water line serving the multipurpose room (cafeteria) at Webster Elementary School.

A-23, APPROVE Award of Bid 21-46, Sections A-G, Asphalt Pavement Rehabilitation at Various Sites

APPROVED as recommended, information on Bid 21-46, for the rehabilitation of asphalt play courts and parking lots at 30 school sites: Anthony, Birney, Calwa, Eaton, Figarden, Fremont, Jefferson, King, Kirk, Lawless, Lincoln, Malloch, Manchester Gate, Olmos, Slater, Storey, Thomas, Turner, Williams, Winchell and Yokomi Elementary Schools; Bullard Talent and Wawona K-8 Schools; Ahwahnee, Fort Miller, Kings Canyon, Scandinavian, Tehipite and Tioga Middle Schools; and Duncan Polytechnical High School.

A-24, APPROVE Award of Bid 21-47 Sections A-C, Burroughs, Eaton and Rowell Elementary Schools Energy Management System Replacement

APPROVED as recommended, information on Bid 21-47, to replace the energy management systems at Burroughs, Eaton and Rowell Elementary Schools.

A-25, APPROVE Award of Bid 21-48 Sections A and B, Playground Equipment Replacement at Gibson, Thomas, Turner, Webster and Winchell Elementary Schools

APPROVED as recommended, information on Bid 21-48 Sections A and B, for installation of kindergarten-level playground equipment including shade at Gibson, Webster and Winchell Elementary Schools and primary-level playground equipment including shade at Thomas and Turner Elementary Schools.

A-26, APPROVE Award of Bid 21-49, Chilled Water Buffer Tank Installation at Various Sites

APPROVED as recommended, information on Bid 21-49, to install district provided chilled water buffer tanks at 17 schools: Addams, Anthony, Ayer, Aynesworth, Balderas, Easterby, Fremont, Greenberg, Leavenworth, Storey and

A. CONSENT AGENDA – continued

Thomas Elementary Schools; Cooper, Fort Miller, Terronez and Yosemite Middle Schools; and Edison and Fresno High Schools.

A-27, APPROVE Award of Bid 21-51, Sunnyside High School Track Resurfacing
APPROVED as recommended, information on Bid 21-51, to provide and install a synthetic track surfacing system for Sunnyside High School.

A-28, APPROVE Award of Bid 21-52, Security Cameras and Digital Video Recorders Equipment
APPROVED as recommended, information on Bid 21-52, to establish fixed unit pricing for security cameras and related equipment.

A-29, APPROVE Award of Bid 21-53, Kratt and Leavenworth Elementary Schools Modular Classroom Infrastructure
APPROVED as recommended, information on Bid 21-53, to provide infrastructure and utility connections for two modular classroom buildings each at Kratt and Leavenworth Elementary Schools.

A-30, APPROVE Rejecting Award of Bid 21-43, Viking and Vinland Elementary Schools and Cooper Middle School Kitchen HVAC Upgrades
APPROVED as recommended, information on Bid 21-43, to replace the existing heating and cooling systems in the kitchens, kitchen offices, and staff lounges at Viking and Vinland Elementary Schools and Cooper Middle School.

A-31, APPROVE Rejecting Award of Bid 21-44 Sections A-E, Exterior Painting for Various Schools: Fremont, Hamilton K-8, Storey, and Vinland Elementary Schools; and Yosemite Middle School
APPROVED as recommended, information on Bid 21-44 Sections A-E, for exterior painting at five schools during the summer.

OPPORTUNITY for Public Comment on Agenda Item A-31

Request to Address the Board

1. Spiros Kefallinos: Requested the Board to reconsider the rejection of Bid.
2. Paul Dictos: Requested the Board to reconsider the rejection of Bid.

For the record, Board Member Cazares requested staff to reach out to Mr. Kefallinos to explain next steps.

On a motion by Board Member Cazares, seconded by Board Member Major Slatic, Agenda Item A-31 was approved by a roll call vote of 7-0-0-0, as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Mills, Major Slatic, Thomas, and Board President Davis.

A. CONSENT AGENDA – continued

A-32, APPROVE Funding from Federal American Rescue Plan Act of 2021

APPROVED as recommended, Fresno Unified's Project ACCESS will receive funding from the Federal American Rescue Plan Act of 2021 to augment the Fresno Unified District Project ACCESS 2021-24 Education for Homeless Children and Youth Grant.

A-33, APPROVE Proposed Revisions for Board Policies

APPROVED as recommended, proposed revisions for six Board Policies (BP) as follows:

- BP 0430 Comprehensive Local Plan for Special Education
- BP 5141.22 Infectious Diseases
- BP 5141.32 Health Screening for School Entry (DELETE)
- BP 5142.2 Safe Routes to School/Program (NEW)
- BP 5142.2 Crossing Guards (DELETE)
- BP 6161.2 Overdue, Damaged or Lost Instructional Materials

For the record, Board Members had comments/questions pertaining to Agenda Item A-33. A summary is as follows: Requested clarity as to BP5142.2. Executive Officer Teresa Plascencia was available to provide clarity.

On a motion by Board Member Islas, seconded by Board Member Cazares, Agenda Item A-33 was approved by a roll call vote of 7-0-0-0, as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Mills, Major Slatic, Thomas, and Board President Davis.

A-34, APPROVE Proposed Revised Board Policies and ADOPT New Board Policy

APPROVED as recommended, proposed new and revised Board Policies (BP) as follows:

- BP 4030 Nondiscrimination in Employment (Revised)
- BP 4033 Lactation Accommodation (New)
- BP 4112.91 Employee Notifications (Revised)
- BP 4119.11 Sexual Harassment (Revised)

A-35, RATIFY Agreement with Swun Math

RATIFIED as recommended, an agreement with Swun Math for coaching middle school mathematics teachers during the middle school summer program.

A-36, RATIFY Amendment to the Agreement with Free Style Event Services

RATIFIED as recommended, an amendment with Freestyle Event Services.

A-37, RATIFY Agreement with Educational and Leadership Foundation

RATIFIED as recommended, an agreement with Education and Leadership Foundation.

A. CONSENT AGENDA – continued

A-38, RATIFY Grant Application to Kaiser Permanente Foundation for Funding for Wellness Coordinator Position

RATIFIED as recommended, the district's grant application to the Kaiser Permanente Foundation to support the Fresno Unified Wellness Coordinator Initiative.

A-39, RATIFY Change Orders for the Projects Listed Below

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

- Bid 19-50 Sections A and B, Portable Classroom Relocation and Infrastructure for Various Schools presented for ratification

Change Order 3 (Ewing)	\$ - 20,832
Change Order 2 (Kirk)	\$ - 6,280
Change Order 3 (Phoenix)	\$ 42,141
Change Order 2 (Sunset)	\$ 104,360
Change Order 2 (Vang Pao)	\$ - 21,660
Change Order 2 (Wilson)	\$ - 11,073

- Bid 20-30, Roosevelt High School Cafeteria Modernization

Change Order 5 presented for ratification	\$ 1,910
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- Bid 20-54 Sections A and B, Portable Classroom Relocation and Infrastructure for Various Schools presented for ratification

Change Order 1 (Ayer)	\$ 43,630
Change Order 1 (Jackson)	\$ 12,787
Change Order 1 (Sunnyside)	\$ 15,093
Change Order 1 and 2 (Lawless)	\$ 40,062
Change Order 1 (Lincoln)	\$ 44,493
Change Order 1 (Malloch)	\$ 17,949

- Bid 21-07, McLane High School Fire Alarm Upgrade

Change Order 3 presented for ratification	\$ 9,817
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For the record, Board Member Jonasson Rosas read a statement as follows:

“Agenda Item A-39 calls for the ratification to change order #5 to Bid 20-30 for the Roosevelt High School cafeteria modernization. My residence is located within 500 feet of the southwest edge of the property comprising the Roosevelt High School site. Despite this proximity, ratifying change order #5 for Bid 20-30 will have no measurable financial impact on my property because this modernization project improves a cafeteria facility already in place

A. CONSENT AGENDA – continued

as part of Roosevelt High School. Moreover, the impact of ratifying change order #5 to Bid 20-30 is indistinguishable from its effect on the majority of the residential properties within my trustee area that are part of Roosevelt High School's attendance area. Notwithstanding the absence of any financial impact on my property, I am abstaining from the vote to ratify change order #5 for Bid 20-30 pursuant to Board Bylaw 9270 for the express purpose of avoiding the appearance of any conflict."

On a motion by Board Clerk Thomas, seconded by Board Member Cazares, Agenda Item A-39 was approved by a roll call vote of 6-0-1-0, as follows: AYES: Board Members: Cazares, Islas, Mills, Major Slatc, Thomas, and Board President Davis. ABSENTIONS: Board Member Jonasson Rosas.

A-40, RATIFY the Filing of Notices of Completion

RATIFIED as recommended, a Notice of Completion for the following project, which has been completed according to plans and specifications.

- Bid 20-30, Roosevelt High School Cafeteria Modernization
- Bid 20-54 Section A, Modular Classroom Infrastructure for Ayer and Jackson Elementary Schools and Sunnyside High School

For the record, Board Member Jonasson Rosas read a statement as follows:

"Agenda Item A-40 calls for the ratification of a Notice of Completion regarding Bid 20-30 for the Roosevelt High School cafeteria modernization. My residence is located within 500 feet of the southwest edge of the property comprising the Roosevelt High School site. Despite this proximity, ratifying the Notice of Completion for Bid 20-30 will have no measurable financial impact on my property because this modernization project improves a cafeteria facility already in place as part of Roosevelt High School. Moreover, the impact of ratifying the Notice of Completion Bid 20-30 is indistinguishable from its effect on the majority of the residential properties within my trustee area that are part of Roosevelt High School's attendance area. Notwithstanding the absence of any financial impact on my property, I am abstaining from the vote to ratify the Notice of Completion for Bid 20-30 pursuant to Board Bylaw 9270 for the express purpose of avoiding the appearance of any conflict."

On a motion by Board President Davis, seconded by Board Clerk Thomas, Agenda Item A-40 was approved by a roll call vote of 6-0-1-0, as follows: AYES: Board Members: Cazares, Islas, Mills, Major Slatc, Thomas, and Board President Davis. ABSENTIONS: Board Member Jonasson Rosas.

A. CONSENT AGENDA – continued

A-41, RATIFY Purchase Orders from April 01, 2021 through April 30, 2021

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

UNSCHEDULED ORAL COMMUNICATIONS

For the record, the Board received five requests to address the Board and five email submissions of public comment for Unscheduled Oral Communications. The name of the individual with a summary of topic are as follows:

Requests to Address the Board

1. Star Ajamian: Renaming of Forkner Elementary School.
2. Jeff Trussler: Commented Member Major Slatic deserved to speak at graduation.
3. Michelle Asadoorian: Renaming of Forkner Elementary School.
4. Mark Arax: Renaming of Forkner Elementary School.
5. Gary Eritzian: Renaming of Forkner Elementary School.

Email Submissions

1. Margaret Sahatdjian: Support for naming school in honor of an Armenian.
2. Mary Mirigian Ekmalian: Support of renaming Forkner Elementary School in honor of H. Roger Tatarian.
3. Tiffany Jones: Behavior of Board Members at June 02, 2021 Board Meeting.
4. Philip Tavlain: Support for naming school in honor of Roger Tatarian.
5. Barbara Moranian: Support for naming of school in honor of a local Armenian.

For the record, Board Clerk Thomas made a statement as follows:

It is offensive for people to try to call us racist, for people to say we haven't done our jobs, for people to try and say that it is our fault there isn't a school named after an Armenian. We have had Armenians on this Board, I just got here, I just got here; we've had Armenians on this Board so it's not all my fault that a school hasn't been named. I'm not saying that we shouldn't by the way, I'm not saying that at all, but it's not all our fault. So, for us to be consistently getting darts thrown at us and half of us just got here is not really fair. You guys know I will meet with anybody, sit with anybody, call, anybody can call me; I never shy away from anything because I'm not scared. The only thing I'm afraid of is God. So, with that being said, I never mind sitting down with anybody having any conversations. I'm done".

B. CONFERENCE/DISCUSSION AGENDA

B-42, DISCUSS and ADOPT Fresno Unified School District's 2021/22 Local Control and Accountability Plan

OPPORTUNITY for Public Comment

For the record, the Board received zero submissions of public comment for Agenda Item B-42.

On a motion by Board Member Jonasson Rosas, seconded by Board Member Major Slatic, Agenda Item B-42 was adopted by a vote of 6-0-0-1, as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Mills, Major Slatic, and Board President Davis. ABSENT: Board Clerk Thomas.

B-43, DISCUSS and ADOPT Fresno Unified School District's 2021/22 Proposed Budget and Education Protection Account

OPPORTUNITY for Public Comment

For the record, the Board received one request to address the Board regarding Agenda Item B-43. The name of the individual with a summary of topic is as follows:

Request to Address the Board

1. Marisa Moraza: Advocating on behalf of California Justice Coalition.

On a motion by Board Clerk Thomas, seconded by Board Member Cazares, Agenda Item B-43 was adopted by a vote of 7-0-0-0, as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Mills, Major Slatic, Thomas, and Board President Davis.

B-44, APPROVE Annual Agreements for the 2021/22 School Year – Primary Report

OPPORTUNITY for Public Comment

For the record, the Board received zero submissions of public comment for Agenda Item B-44.

On a motion by Board Member Jonasson Rosas, seconded by Board Member Cazares, Agenda Item B-43 was approved by a vote of 7-0-0-0, as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Mills, Major Slatic, Thomas, and Board President Davis.

B-45, APPROVE Annual Agreements for the 2021/22 School Year – Supplemental Report

OPPORTUNITY for Public Comment

For the record, the Board received zero submissions of public comment for Agenda Item B-45.

B. CONFERENCE/DISCUSSION AGENDA - continued

For the record, Board Member Jonasson Rosas read a statement as follows:

“Fresno Economic Opportunities Commission is the vendor for the three agreements listed in Agenda Item B-45’s Supplemental Report. I am employed by Fresno EOC, which is a nonprofit corporation. I did not participate in making the contracts listed in the Supplemental Report for B-45. Nevertheless, because of my employment with Fresno EOC, I have a remote financial interest in the contracts. Therefore, consistent with my prior recusals relating to Fresno EOC, and in the interest of full transparency, I am abstaining from this vote pursuant to Board Bylaw 9270. In addition, because Item B-45 is listed in the Conference/Discussion section of the agenda, Board Bylaw 9270 requires that I leave the meeting room until the discussion and vote on B-45 is concluded.”

On a motion by Board Clerk Thomas, seconded by Board Member Cazares, Agenda Item B-45 was approved by a vote of 6-0-0-1, as follows: AYES: Board Members: Cazares, Islas, Mills, Major Slatik, Thomas, and Board President Davis. ABSENT: Board Member Jonasson Rosas.

B-46, DISCUSS and APPROVE Amendment to the 2021/22 Academic Calendar

OPPORTUNITY for Public Comment

For the record, the Board received zero submissions of public comment for Agenda Item B-46.

On a motion by Board Member Jonasson Rosas, seconded by Board Member Cazares, Agenda Item B-46 was approved by a vote of 7-0-0-0, as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Mills, Major Slatik, Thomas, and Board President Davis.

B-47, PRESENT and DISCUSS California Dashboard Local Indicators

OPPORTUNITY for Public Comment

For the record, the Board received zero submissions of public comment for Agenda Item B-47.

C. RECEIVE INFORMATION & REPORTS

For the record the Board received item C-48.

D. ADJOURNMENT

Board President Davis ADJOURNED the meeting at 10:06 p.m.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: August 11, 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 Resolution 21-01, Authorizing Debt Service Estimate to be Provided to the County of Fresno Respecting Unsold General Obligation Bonds of the Fresno Unified School District Relating to the Measure M Authorization for Fiscal Year 2021/22

ITEM DESCRIPTION: Included in the Board binders and recommended for adoption is Resolution 21-01, to authorize the district's debt service estimate to be provided to the County of Fresno respecting unsold Measure M bonds for fiscal year 2021/22. The \$325 million Measure M bond was approved by district voters at an election held on March 03, 2020, and the district recently issued the initial \$80 million in bonds. The district expects to issue the next series of Measure M bonds during fiscal year 2021/22. In order to provide the resources required to enable the district to pay debt service on the next issue of Measure M bonds, the district is requesting the County of Fresno to levy a property tax on the upcoming tax rolls. Section 15252 of the Education Code requires the County to levy a tax for payment of bonds which a school district expects to be sold before the next tax levy, at the request of the district's governing board.

Resolution 21-01 formally declares the Board's expectation that Series B of Measure M bonds will be issued by the district prior to June 30, 2022 in the principal amount of approximately \$81.7 million (amount/timing subject to change based on project needs). It authorizes the Superintendent or the Chief Financial Officer to file a certified copy of the resolution with the Clerk of the Board of Supervisors and to provide an estimate of the debt service requirements for the new issue of Measure M bonds to the County Auditor-Controller, to identify the amount of property taxes required to be levied in the current fiscal year for payment of the debt service on the bonds. The district will work with its financial advisor, Keygent LLC, to make the appropriate filings with the County.

FINANCIAL SUMMARY: Adoption of the resolution has no direct fiscal impact.

PREPARED BY: Karin Temple,
Chief Operating Officer

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

CABINET APPROVAL: Karin Temple,
Chief Operating Officer

SUPERINTENDENT APPROVAL:





**FRESNO UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 21-01**

**AUTHORIZING DEBT SERVICE ESTIMATE TO BE PROVIDED TO
THE COUNTY OF FRESNO RESPECTING UNSOLD GENERAL
OBLIGATION BONDS OF THE FRESNO UNIFIED SCHOOL
DISTRICT RELATING TO THE MEASURE M AUTHORIZATION
FOR FISCAL YEAR 2021/22**

WHEREAS, a bond election was duly and regularly held in the Fresno Unified School District (the "District") on March 3, 2020, under the procedures specified in Proposition 39 (Article XIII A Section 1 paragraph (b) of the California Constitution) for the purpose of submitting Measure M ("Measure M") to the qualified electors of the District authorizing the issuance of general obligation bonds of the District in the aggregate principal amount of \$325,000,000 (the "Measure M Bonds"), and 55% or more of the votes cast at said election were in favor of the issuance of the Measure M Bonds; and

WHEREAS, the Board of Education of the District expects that it will authorize the issuance of a series of the Measure M Bonds in the aggregate principal amount of approximately \$81,700,000, currently expected to be issued prior to June 30, 2022 (the "Bonds"); and

WHEREAS, pursuant to Section 15252 of the California Education Code, the Board of Supervisors of the County of Fresno (the "County") is required to levy a tax for payment of bonds which have been authorized but not yet issued, provided that the Board of Education of the District informs the County of its intention to issue such bonds prior to the next tax levy; and

WHEREAS, the Board of Education wishes at this time to authorize District staff to make certain communications with the County respecting the foregoing;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Fresno Unified School District as follows:

Section 1. Recitals. The Board of Education hereby finds and determines that the foregoing recitals are true and correct.

Section 2. Intention to Issue Additional Bonds. The Board of Education hereby expresses its current expectation that it will cause the issuance of approximately \$81,700,000 aggregate principal amount of Bonds under Measure M during Fiscal Year 2021/22. The Bonds are currently expected to be issued prior to June 30, 2022, and will be expended for facilities which are authorized under Measure M.

Section 3. Information to County. The Superintendent or the Chief Financial Officer of the District are hereby authorized to (a) file a certified copy of this Resolution

with the Clerk of the Board of Supervisors, and (b) provide, or cause to be provided, an estimate of debt service for the Bonds to the Auditor-Controller of the County at the earliest possible date following the adoption of this Resolution.

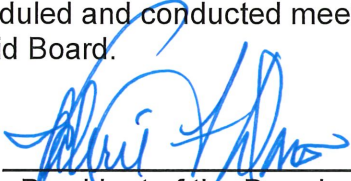
Section 4. Effective Date. This resolution shall take effect immediately upon its adoption.

* * * * *

APPROVED, PASSED AND ADOPTED by the Governing Board of the Fresno Unified School District on 11th day of August, 2021, by the following vote:

AYES: 6
NOES: 0
ABSENT: 1 vacant
ABSTAINED: 0

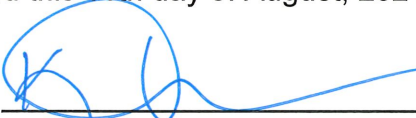
I, Valerie F. Davis, President of the Fresno Unified School District Governing Board, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.



President of the Board of Education
Fresno Unified School District

I, Keshia Thomas, Clerk of the Board of Education of the Fresno Unified School District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Education of the Fresno Unified School District Governing Board at a regular meeting thereof held on the 11th day of August, 2021, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Fresno Unified School District Governing Board this 11th day of August, 2021.



Clerk of the Board of Education
Fresno Unified School District

Fresno Unified School District
Board Agenda Item

Board Meeting Date: August 11, 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 Budget Revision No. 1 for Fiscal Year 2021/22

ITEM DESCRIPTION: Included in the Board binders is Budget Revision No. 1 for fiscal year 2021/22. Periodic updates to the district's budget are presented to the Board of Education for approval.

The district's 2021/22 Adopted Budget was approved by the Board on June 16, 2021. The approval included assumptions based on the Governor's May Revise. The State Budget was enacted on July 12, 2021 and below are the impacts to the Fresno Unified 2021/22 Adopted Budget:

- Local Control Funding Formula (LCFF)
 - Concentration Grant funds will increase from 50% of funded base grant amounts to 65%, resulting in an ongoing increase of \$30.3 million. The resources must be used to hire credentialed and classified school site staff supporting students at schools with an unduplicated pupil percentage greater than 55%. For Fresno Unified this would be every school site except Baird, Bullard Talent, Forkner, Malloch, and Starr. Lastly, a one-time Local Control and Accountability Plan (LCAP) supplementary report will be needed to describe how funding will be used to increase staffing levels and how stakeholders were engaged in the decision-making process.
 - The adjustment to the LCFF to recognize the net charter Average Daily Attendance (ADA) shift is suspended for the 2021/22 school year to conform to the pandemic-related ADA changes resulting in one-time savings of \$3.0 million.
- Expanded Learning Opportunities Program – This new program provides funding to expand before and after school offerings, with particular focus on unduplicated pupils at elementary schools. Additionally, expansion must include an additional 30 non-instructional days during school breaks, such as winter, spring, and summer breaks – \$40.5 million (*ongoing*)
- Unemployment rate – employer contribution rate reduced in 2021/22 and 2022/23 from 1.23% to 0.50% – \$3.8 million
- Special Education Funding
 - Statewide rates – increased from \$625 per ADA to \$715 – \$4.4 million (*ongoing*)
 - Preschool inclusion support of \$2.5 million will be offset by increased revenue recognized in the 2021/22 Adopted Budget
 - Dispute Resolution Grant – resources to prevent and resolve disputes due to school disruption during the pandemic – \$1.1 million (*one-time*)
 - Learning Recovery Services Grant – support pupils with impacts to learning due to school disruption – \$5.1 million (*one-time*)
- A-G Completion Improvement Grant – increase the number of high school graduates – \$6.4 million (*one-time*)
- Universal Transitional Kindergarten – Beginning with the 2022/23 school year, pupil eligibility will expand with plans for universal offering phased in by 2025/26. Ongoing funding to support this expansion will be increased in future years.

- Planning Grant - planning and implementation resources to prepare for expansion – \$400,000 (*one-time*)
- Facilities Grant Program – Support to build or retrofit facilities to support expansion, excluding use for portable classrooms. This will be a competitive grant program.
- Unrestricted Lottery – Per ADA funding increased – \$150 to \$163 – \$900,000 (*ongoing*)
- Restricted Lottery – Per ADA funding increased – \$49 to \$65 – \$1.1 million (*ongoing*)
- Cash Deferrals – eliminated in 2021/22, all deferrals for 2020/21 will be received by August 2021

Grant Revisions

The chart below shows new grants, revisions to existing grants, and entitlements as follows:

Name	2020/21 Current Budget Allocation	2020/21 Adjusted Award Amount	Revised Budget Allocation
Special Education	\$132,112,705	\$134,612,705	\$2,500,000
A-G Grant	-	6,468,849	6,468,849
CA Prekindergarten Planning and Implementation Grant	-	378,501	378,501
Expanded Learning Opportunities Grant	-	40,527,052	40,527,052
Lottery: Instructional Materials	3,424,071	4,542,135	1,118,064
Special Education - Dispute Resolution	-	1,100,000	1,100,000
Special Education - Learning Recovery	-	5,100,000	5,100,000
Total	\$135,536,776	\$192,729,242	\$57,192,466

Other Funds

Health Fund – Budget Revision No. 1 reflects an increase in the fund balance of \$1.4 million to recognize the Joint Health Management Board's (JHMB) revised adopted budget approved by JHMB on July 22, 2021.

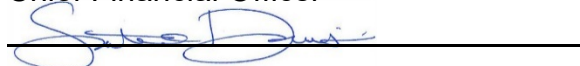
FINANCIAL SUMMARY: As a result, the Unrestricted General Fund Reserve for Economic Uncertainties is estimated at approximately \$108.6 million at June 30, 2022.

PREPARED BY: Kim Kelstrom
Executive Officer

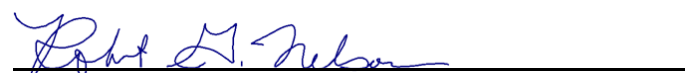


DIVISION: Administrative Services
PHONE NUMBER: (559) 457-6226

CABINET APPROVAL: Santino Danisi
Chief Financial Officer



SUPERINTENDENT APPROVAL:



**FRESNO UNIFIED SCHOOL DISTRICT
GENERAL FUND
BUDGET REVISION No. 1**

DESCRIPTION	2021/22 ADOPTED BUDGET	2021/22 CURRENT BUDGET	8/11/2021 2021/22 BUDGET REVISION No. 1	DIFFERENCE BETWEEN CURRENT AND BR No. 1	DIFFERENCE BETWEEN ADOPTED AND BR No. 1
Revenues					
LCFF Sources	\$ 814,231,696	\$ 814,231,696	\$ 847,475,392	\$ 33,243,696	\$ 33,243,696
Federal Revenues	209,856,651	209,856,651	209,856,651	-	-
Other State Revenues	187,187,967	187,187,967	247,241,110	60,053,143	60,053,143
Other Local Revenues	18,328,074	18,328,074	18,328,074	-	-
Total Revenues	\$ 1,229,604,388	\$ 1,229,604,388	\$ 1,322,901,227	\$ 93,296,839	\$ 93,296,839
Expenditures					
Certificated Salaries	\$ 493,099,101	\$ 494,364,764	\$ 523,610,527	\$ 29,245,763	\$ 30,511,426
Classified Salaries	153,062,064	153,978,901	155,478,901	1,500,000	2,416,837
Employee Benefits	344,307,261	344,532,344	346,908,090	2,375,746	2,600,829
Book and Supplies	67,666,687	68,118,128	117,610,594	49,492,466	49,943,907
Services & Operating	128,537,800	125,678,564	126,678,564	1,000,000	(1,859,236)
Capital Outlay	8,011,642	8,011,642	8,011,642	-	-
Other Outgo	2,711,567	2,711,567	2,711,567	-	-
Direct/Indirect Costs	(2,528,840)	(2,528,628)	(2,528,628)	-	212
Total Expenditures	\$ 1,194,867,282	\$ 1,194,867,282	\$ 1,278,481,257	\$ 83,613,975	\$ 83,613,975
Other Sources/(Uses)					
Transfers In	\$ 7,385,329	\$ 7,385,329	\$ 7,385,329	\$ -	\$ -
Transfers Out	(8,856,409)	(8,856,409)	(8,856,409)	-	-
Other Sources	-	-	-	-	-
Other Uses	-	-	-	-	-
Restricted Contribution	-	-	-	-	-
Total Sources/(Uses)	\$ (1,471,080)	\$ (1,471,080)	\$ (1,471,080)	\$ -	\$ -
Net Increase/Decrease in Fund Balance	\$ 33,266,026	\$ 33,266,026	\$ 42,948,890	\$ 9,682,864	\$ 9,682,864
Beginning Fund Balance - Unaudited Audit Adjustment	\$ - \$ 189,916,304	\$ - \$ 189,916,304	\$ - \$ 189,916,304	\$ - \$ -	\$ - \$ -
Beginning Balance	\$ 189,916,304	\$ 189,916,304	\$ 189,916,304	\$ -	\$ -
Ending Fund Balance	\$ 223,182,330	\$ 223,182,331	\$ 232,865,195	\$ 9,682,864	\$ 9,682,864
Components of Ending Balance					
Revolving Cash	\$ 90,918	\$ 90,918	\$ 90,918	\$ -	\$ -
Stores	2,725,284	2,725,284	2,725,284	-	-
Prepaid Expense	1,162,384	1,162,384	1,162,384	-	-
Other Commitments	87,100,000	87,100,000	87,100,000	-	-
Assigned: Other Assignments	32,000,000	32,000,000	32,000,000	-	-
Restricted	1,169,794	1,169,794	1,169,794	-	-
Reserve for Economic Uncertainties	98,933,951	98,933,951	108,616,815	9,682,864	9,682,864
Reserve Level %	8.22%	8.22%	8.44%		
Total Ending Fund Balance	\$ 223,182,330	\$ 223,182,331	\$ 232,865,195	\$ 9,682,864	\$ 9,682,864

Per Education Code section 42127(a)(2)(B) the minimum recommended reserve for economic uncertainties is 2% or \$25,746,753

As shown above the reserve for economic uncertainties is \$108,616,815 with an assigned and committed ending balance of \$119,100,000 set aside for future year expenses

As outlined in Board Policy 3100, the Board recognizes the importance of maintaining reserve levels during stable and volatile economic times.

**UNRESTRICTED GENERAL FUND
BUDGET REVISION No. 1**

DESCRIPTION	2021/22 ADOPTED BUDGET UNRESTRICTED	2021/22 CURRENT BUDGET UNRESTRICTED	8/11/2021 BUDGET REVISION No. 1 UNRESTRICTED	DIFFERENCE BETWEEN CURRENT AND BR No. 1	DIFFERENCE BETWEEN ADOPTED AND BR No. 1
Revenues					
LCFF Sources	\$ 814,231,696	\$ 814,231,696	\$ 847,475,392	\$ 33,243,696	\$ 33,243,696
Federal Revenues	-	-	-	-	-
Other State Revenues	14,650,014	14,650,014	15,558,441	908,427	908,427
Other Local Revenues	11,139,137	11,139,137	11,139,137	-	-
Total Revenues	\$ 840,020,847	\$ 840,020,847	\$ 874,172,970	\$ 34,152,123	\$ 34,152,123
Expenditures					
Certificated Salaries	\$ 322,961,417	\$ 322,901,104	\$ 348,146,867	\$ 25,245,763	\$ 25,185,450
Classified Salaries	88,607,498	89,181,441	89,181,441	-	573,943
Employee Benefits	192,326,546	192,507,806	194,433,355	1,925,549	2,106,809
Book and Supplies	24,379,864	24,276,482	24,276,482	-	(103,382)
Services & Operating	72,578,942	71,987,434	71,987,434	-	(591,508)
Capital Outlay	5,906,340	5,906,340	5,906,340	-	-
Other Outgo	1,207,209	1,207,209	1,207,209	-	-
Direct/Indirect Costs	(20,028,099)	(20,028,099)	(20,028,099)	-	-
Total Expenditures	\$ 687,939,717	\$ 687,939,717	\$ 715,111,029	\$ 27,171,312	\$ 27,171,312
Other Sources/(Uses)					
Transfers In	\$ 28,920	\$ 28,920	\$ 28,920	\$ -	\$ -
Transfers Out	(1,500,000)	(1,500,000)	(1,500,000)	-	-
Other Sources					
Other Uses					
Restricted Contribution	\$ (111,622,266)	\$ (111,622,266)	\$ (108,920,213)	\$ 2,702,053	\$ 2,702,053
Total Sources/(Uses)	\$ (113,093,346)	\$ (113,093,346)	\$ (110,391,293)	\$ 2,702,053	\$ 2,702,053
Net Increase/Decrease in Fund Balance	\$ 38,987,784	\$ 38,987,784	\$ 48,670,648	\$ 9,682,864	\$ 9,682,864
Beginning Fund Balance - Adopted	\$ 183,024,753	\$ 183,024,753	\$ 183,024,753	\$ -	\$ -
Audit Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -
Beginning Balance	\$ 183,024,753	\$ 183,024,753	\$ 183,024,753	\$ -	\$ -
Ending Fund Balance	\$ 222,012,537	\$ 222,012,537	\$ 231,695,401	\$ 9,682,864	\$ 9,682,864

**FRESNO UNIFIED SCHOOL DISTRICT
RESTRICTED GENERAL FUND
BUDGET REVISION No. 1**

DESCRIPTION	2021/22 ADOPTED BUDGET RESTRICTED	2021/22 CURRENT BUDGET RESTRICTED	8/11/2021 BUDGET REVISION No. 1 RESTRICTED	DIFFERENCE BETWEEN CURRENT AND BR No. 1	DIFFERENCE BETWEEN ADOPTED AND BR No. 1
Revenues					
LCFF Sources	\$ -	\$ -	\$ -	\$ -	\$ -
Federal Revenues	209,856,651	209,856,651	209,856,651	-	-
Other State Revenues	172,537,953	172,537,953	231,682,669	59,144,716	59,144,716
Other Local Revenues	7,188,937	7,188,937	7,188,937	-	-
Total Revenues	\$ 389,583,541	\$ 389,583,541	\$ 448,728,257	\$ 59,144,716	\$ 59,144,716
Expenditures					
Certificated Salaries	\$ 170,137,684	\$ 171,463,660	\$ 175,463,660	\$ 4,000,000	\$ 5,325,976
Classified Salaries	64,454,566	64,797,460	66,297,460	1,500,000	1,842,894
Employee Benefits	151,980,715	152,024,538	152,474,735	450,197	494,020
Book and Supplies	43,286,823	43,841,646	93,334,112	49,492,466	50,047,289
Services & Operating	55,958,858	53,691,130	54,691,130	1,000,000	(1,267,728)
Capital Outlay	2,105,302	2,105,302	2,105,302	-	-
Other Outgo	1,504,358	1,504,358	1,504,358	-	-
Direct/Indirect Costs	17,499,259	17,499,471	17,499,471	-	212
Total Expenditures	\$ 506,927,565	\$ 506,927,565	\$ 563,370,228	\$ 56,442,663	\$ 56,442,663
Other Sources/(Uses)					
Transfers In	7,356,409	7,356,409	7,356,409	-	-
Transfers Out	(7,356,409)	(7,356,409)	(7,356,409)	-	-
Other Sources	-	-	-	-	-
Other Uses	-	-	-	-	-
Restricted Contribution	111,622,266	111,622,266	108,920,213	(2,702,053)	(2,702,053)
Total Sources/(Uses)	\$ 111,622,266	\$ 111,622,266	\$ 108,920,213	\$ (2,702,053)	\$ (2,702,053)
Net Increase/Decrease in Fund Balance	\$ (5,721,758)	\$ (5,721,758)	\$ (5,721,758)	\$ -	\$ -
Beginning Fund Balance - Adopted	\$ 6,891,552	\$ 6,891,552	\$ 6,891,552	\$ -	\$ -
Beginning Balance	\$ 6,891,552	\$ 6,891,552	\$ 6,891,552	\$ -	\$ -
Ending Fund Balance	\$ 1,169,794	\$ 1,169,794	\$ 1,169,794	\$ -	\$ -

FRESNO UNIFIED BUDGET AUGMENTATION

BOARD PRESENTATION DATE:

August 11, 2021

FUND: **Health Fund**

OBJECT	ACCOUNT TITLE	Adopted BUDGET	Current BUDGET	Revised BUDGET	Net Change BUDGET
APPROPRIATIONS:					
1000	Certificated Salaries	0	0	0	0
2000	Classified Salaries	477,170	477,170	477,170	0
3000	Employee Benefits	247,289	247,289	247,289	0
4000	Books and Supplies	1,617	1,617	1,617	0
5000	Services and Other Operating	185,484,296	185,484,296	192,181,660	6,697,364
6000	Capital Outlay	0	0	0	0
7000	Other Outgo	2,000,000	2,000,000	2,000,000	0
	TOTAL BEFORE INDIRECT	188,210,372	188,210,372	194,907,736	6,697,364
7300	INDIRECT COSTS	0	0	0	0
	TOTAL APPROPRIATIONS	188,210,372	188,210,372	194,907,736	6,697,364
REVENUES:					
	REVENUE LIMIT SOURCES	0	0	0	0
	FEDERAL REVENUES	0	0	0	0
	STATE REVENUES	0	0	0	0
	LOCAL REVENUES	188,420,218	188,420,218	196,526,440	8,106,222
	OTHER SOURCES	0	0	0	0
	TOTAL REVENUES	188,420,218	188,420,218	196,526,440	8,106,222
	Beginning Fund Balance	\$47,158,208	\$47,158,208	47,158,208	0
	Change to Fund Balance	209,846	209,846	1,618,704	1,408,858
	Ending Fund Balance	47,368,054	47,368,054	48,776,912	1,408,858

Fresno Unified School District
Board Agenda Item

Board Meeting Date: August 11, 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 Annual Agreements for the 2021/22 School Year

ITEM DESCRIPTION: Included in the Board binders is a matrix detailing agreements to provide services to Fresno Unified School District. These agreements start in August for the school year and include the following categories:

- College and Career Readiness
- Athletics
- Maintenance and Operations
- Targeted Assistance:
 - Student Achievement Outcomes
 - Social Emotional Supports
- Professional Development

Copies of the individual contracts are available upon request. Contracts will commence after Board approval and will end no later than June 30, 2022.

FINANCIAL SUMMARY: Sufficient funds have been budgeted in the 2021/22 budget. These investments will be funded through the appropriate budgets, as detailed in the matrix.

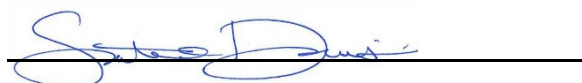
PREPARED BY: Tammy Townsend
Executive Officer



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

CABINET APPROVAL: Santino Danisi
Chief Financial Officer

SUPERINTENDENT APPROVAL:



	Vendor Name	Vendor Type	Principal/Head Approval	Instructional Supt./Executive Director	Cabinet Representative	New Vendor?	School/Dept.	Term	Description	Funding	Estimated Total
1	American Ambulance	Corporation	Bryan Wells	Bryan Wells	Kim Mecum	N	Goal 2/Athletics	8/12/2021 - 6/30/2022	Vendor will provide "standby ambulance services" for FUSD high school football games and cross country events held at Woodward Park.	Extracurricular & Co-curricular	\$ 40,000
2	Arbinger Institute	Corporation	David Chavez	David Chavez	David Chavez	Y	Office of the Superintendent	8/12/2021 - 6/30/2022	The Arbinger Institute will provide facilitation, coaching and training materials to provide Professional Learning in leadership development to 50 Fresno Unified employees who participate in the Education Doctoral Degree Program in collaboration with San Diego State, Executive Cabinet and Instructional Leadership Team. This training expands pervious professional development efforts by senior leaders towards increased personal and professional accountability.	Title I	\$ 45,395
3	Carla Hartunian - Retiree Contract	Individual	Summer Gaston-Gehris	Misty Her	Kim Mecum	N	King Elementary	8/16/2021 - 6/9/2022	Attendance officer; to support attendance and engagement by supporting students and parents with outreach for attendance and collect data to inform strategies to decrease chronic absenteeism.	ESSA: Comprehensive Support & Improvement (CSI)	\$ 28,732
4	Cen Cal Impact Mentoring	Limited Liability Company	Darrin Person	Ambra O'Connor	Kim Mecum	N	Prevention and Intervention	8/16/2021 - 6/9/2022	CenCal Impact Mentoring will provide mentoring services to all students at Phoenix Elementary. Mentors will provide a role model, a personal connection, and advocacy for the students and families.	Title I	\$ 75,000
5	Central California Amateur Arbiters (CCAA)	Sole Proprietor	Bryan Wells	Bryan Wells	Kim Mecum	N	Goal 2/Athletics	8/12/2021 - 6/30/2022	CCAA receives, holds and dispenses payment to SJVOA (San Joaquin Valley Official Association) officials. CCAA will also schedule and provide trained officials for Fresno Unified athletic events as needed.	Extracurricular & Co-curricular	\$ 700,000
6	City of Fresno - PARCS Department	State Government	Jeremy Ward	Jeremy Ward	Kim Mecum	N	College and Career Readiness - Extended Learning	8/16/2021 - 6/9/2022	City of Fresno PARCS Department will provide up to 29 trained staff to work with Fresno Unified School District (FUSD) elementary After School Programs that receive the After School Education and Safety (ASES) grant from the California Department of Education (CDE). The City of Fresno PARCS staff will provide services for the 180 instructional days on the FUSD 2021-2022 calendar at billing rate of \$20.66 per hour for a maximum of 4 hours per day. Responsibilities include student supervision, physical fitness activities, and enrichment classes in the ASES After School Program. City of Fresno staff will submit a monthly executive summary report and invoice that contains hours on services provided directly to sites and students, updates on program elements and new services being added or developed. In accordance with Federal Program Monitoring, City of Fresno PARCS staff must meet same education requirements as After School Paraprofessionals in FUSD including being Every Student Succeeds Act (ESSA) and/or No Child Left Behind (NCLB) certified.	After School Education & Safety Program (ASES)	\$ 410,000
7	Community Initiatives (Mentor CA)	Non-Profit 501(c)3	Darrin Person	Ambra O'Connor	Kim Mecum	N	Prevention and Intervention	8/16/2021 - 6/9/2022	Contractor will provide training and coaching to Mentor Office staff, school site Mentor Facilitators, and community mentor partners throughout the 2021-22 school year.	Title I	\$ 22,500
8	Corwin	Corporation	Jennifer Carr	Ed Gomes	Kim Mecum	N	Ahwahnee Middle School	8/12/2021 - 6/30/2022	Corwin PL in Grade-Level instruction and assessment.	ESSA: Comprehensive Support & Improvement (CSI)	\$ 40,000
9	Demsey, Filliger & Associates	Limited Liability Company	Andrew De La Torre	Andrew De La Torre	Santino Danisi	N	Benefits & Risk Management	8/12/2021 - 6/30/2022	Actuarial consulting services related to the Workers' Compensation, Defined Benefits, Liability and Health internal service funds.	Health Benefit ISF, Liability/Property ISF, Workers' Compensation ISF	\$ 17,900
10	Ed Research Works	Non-Profit	Philip Neufeld	Philip Neufeld	Tami Lundberg	N	Information Technology	8/12/2021 - 6/30/2022	Expert mixed-methods consultant to support analytics for PLI, C&I, and E&A.	Title I	\$ 15,000
11	Edcite	Corporation	Michael Allen	Ed Gomes	Kim Mecum	N	Roosevelt High School	8/12/2021 - 6/12/2022	Online Assessment Platform to build content aligned to state standards. Item analysis, growth reports, student standards mastery and more.	Title I	\$ 34,125

	Vendor Name	Vendor Type	Principal/Head Approval	Instructional Supt./Executive Director	Cabinet Representative	New Vendor?	School/Dept.	Term	Description	Funding	Estimated Total
12	Educational Consulting Services, Inc. (Ed-Link)	Corporation	Jeremy Ward	Jeremy Ward	Kim Mecum	Y	College and Career Readiness - Extended Learning	9/15/2021 - 6/10/2022	Educational Consulting Services Inc is responsible in coordinating the Academic Attendance Recovery Coordinated (AARC) Program. The program involves the coordination of a Saturday Academy designed to engage students, strengthen teacher-student relationships, increase academic opportunities and enrichment for students and recovery of Average Daily Attendance (ADA) revenue for excused and unexcused absences. Students receive 240 minutes of instructional time including but not limited to literacy, math, science, technology, engineering, arts. Program effectiveness will be tracked utilizing various metrics in student engagement, attendance, and financial sustainability. This program will recover absences and generate revenue from which the Educational Consulting Services fees are derived. In addition to the annual cost for site staff professional development, annual launch and support, vendor receives \$8.00 fore each recovered absence. Actual cost will vary depending upon the number of recovered student absences. Services will be provided at sites district-wide. Vendor will submit a monthly executive summary report and invoice that contains hours on services provided directly to sites and students, updates on program elements and new services being added or developed.	Saturday Academy	\$ 435,550
13	Effective Youth Solutions	Individual	Rita Baharian	Ambra O'Connor	Kim Mecum	Y	Prevention and Intervention	8/26/2021 - 6/30/2022	Provide design, professional learning, and implementation support with Discipline Guidelines and the MTSS framework.	Safe & Civil Schools	\$ 90,000
14	Encourage Tomorrow	Non-Profit 501(c)3	Darrin Person	Ambra O'Connor	Kim Mecum	N	Prevention and Intervention	8/16/2021 - 6/9/2022	Curriculum Services - are engaged for curriculum development in support of Instructional Support Services	Men's and Women's Alliance	\$ 102,000
15	Estella Reyes - Retiree Contract	Individual	Karina Stenfort	Misty Her	Kim Mecum	N	Winchell Elementary	8/16/2021 - 6/9/2022	Certificated tutor to improve student academics.	LCFF Supplemental and Concentration	\$ 37,329
16	Facility Inspection Service	Corporation	Jason Duke	Jason Duke	Karin Temple	N	Maintenance and Operations	9/1/2021 - 1/31/2022	To conduct facilities inspections of all schools to ensure compliance with the "good repair" standard in the Williams vs California 2004 settlement agreement.	Ongoing & Major Maintenance Account	\$ 39,870
17	Fresno County Historical Society	Other	Carlos Castillo	Carlos Castillo	Kim Mecum	N	Curriculum, Instruction, and Professional Learning	8/12/2021 - 6/10/2022	Bring a deeper understanding of the settling of Fresno County with a more immersive program that adds synchronous opportunities for classrooms to meet and interact with significant figures including live video chats with focus on Hispanic, African American, Chinese, Japanese, Volga German and Swedish immigration and settlements in Fresno County.	Title I	\$ 30,000
18	Heather Carrier MS, LMFT	Individual	Caine Christensen	Ambra O'Connor	Kim Mecum	N	Prevention and Intervention	8/16/2021 - 6/9/2022	Site based counseling/mental health at Bullard Talent. Services include triage and referral, individual and group therapy, and classroom intervention/observation.	Title I	\$ 48,000
19	Kroll Information Assurance, LLC	Corporation	Andrew De La Torre	Andrew De La Torre	Santino Danisi	N	Benefits & Risk Management	8/12/2021 - 8/11/2022	Continuation of Data Breach Notification and Monitoring Services and Communication Support.	Liability/Property ISF	\$ 79,999
20	Live Again Fresno	Non-Profit	Tumani Heights	Ambra O'Connor	Kim Mecum	N	Prevention and Intervention/ Project ACCESS	8/12/2021 - 6/30/2022	Fresno Unified was awarded the Education for Homeless Youth and Children grant from the CDE. The objective of the grant is to provide additional services to students and families identified as homeless. Project ACCESS will be partnering with Live Again Fresno, in hiring four Community Navigator Specialists that will provide case management and ongoing intensive support for students/families identified as homeless by Project ACCESS. The focused population will be students that are performing low academically and who are chronically absent.	Education for Homeless Youth and Children Grant	\$ 79,200
21	Melanie Chronister-Avoledo - Retiree Contract	Individual	Christie Yang	Ed Gomes	Kim Mecum	N	Viking Elementary	8/12/2021 - 6/10/2022	Certificated Tutor - Intervention Tier 2 - Close student achievement gap for EL students.	LCFF for English Learners	\$ 17,911
22	On-Site Counseling Program	Corporation	Caine Christensen	Ambra O'Connor	Kim Mecum	N	Prevention and Intervention	8/16/2021 - 6/9/2022	On-Site Counseling Program will provide counseling services including: conducting psychosocial assessments, individual/family counseling, crisis intervention, and support groups as necessary.	LCFF Supplemental and Concentration, ESSA: Comprehensive Support & Improvement (CSI), Title I, and LCFF for English Learners	\$ 224,208

	Vendor Name	Vendor Type	Principal/Head Approval	Instructional Supt./Executive Director	Cabinet Representative	New Vendor?	School/Dept.	Term	Description	Funding	Estimated Total
23	Riddell	Other	Bryan Wells	Bryan Wells	Kim Mecum	N	Goal 2/Athletics	8/12/2021 - 6/30/2022	Reconditioning of football protective gear for high school and middle school.	Extracurricular & Co-curricular	\$ 80,000
24	Robert Zoller - Retiree Contract	Individual	Summer Gaston-Gehris	Ed Gomes	Kim Mecum	N	King Elementary	8/12/2021 - 6/10/2022	Certificated tutor for 4th-6th grade Reading Intervention.	ESSA: Comprehensive Support & Improvement (CSI)	\$ 42,672
25	San Joaquin Valley Official Association (SJVOA)	Sole Proprietor	Bryan Wells	Bryan Wells	Kim Mecum	N	Goal 2/Athletics	8/12/2021 - 6/30/2022	SJVOA will train, provide and schedule officials needed for FUSD athletic events.	Extracurricular & Co-curricular	\$ 15,000
26	School Yard Rap	Sole Proprietor	Wendy McCulley	Wendy McCulley	Wendy McCulley	N	African American Academic Acceleration (A4)	9/01/2021 - 5/31/2022	Two professional learning sessions - one at the start of the year and one at the mid-way point (approximately August/January) and two sets of site visits - one at the end of the first semester, one toward the end of the school year.	General Fund	\$ 36,750
27	TNTP, Inc.	Corporation	Bonifacio Sanchez	Ed Gomes	Kim Mecum	N	Williams, Heaton, Wilson, and Fremont Elementary Schools	8/15/2021 - 4/4/2022	TNTP will support teacher leaders in grades 2-5 as these teacher leaders facilitate three cycles of learning with their grade level colleagues. PLAN: In grade-level specific sessions, TNTP will provide planning support to teacher leaders around their selected student math tasks, including Math Progressions and Mathematical Practices, related and aligned conceptual strategies, shifts-aligned instruction (Focus, Rigor, Coherence) as related to Fresno's Instructional Practice Guide (IPG). LEARN: Teacher leaders will then independently prepare and facilitate the learning, reflecting with their partner along the way. At the end of each cycle, TNTP will provide space and process for reflecting at the end of each full cycle of learning. This step back time is meant to solidify learning for teacher leaders, agree on adjustments for the next cycle, and lift up any barriers being experienced to be addressed.	One-time School Site Funds, LCFF Supplemental & Concentration, ESSA: Comprehensive Support & Improvement (CSI)	\$ 27,722
										Estimated Grand Total:	\$ 2,814,862

Fresno Unified School District
Board Agenda Item

Board Meeting Date: August 11, 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 Memorandum of Understanding with Carter G. Woodson Public Schools

ITEM DESCRIPTION: Included in the Board binders is a copy of the Memorandum of Understanding (MOU) between Fresno Unified School District and Agape, Inc., a California nonprofit public benefit corporation that manages and operates Carter G. Woodson Public Charter School. The MOU details the relationship between the district, the Charter Corporate Entity, and the charter school regarding operations, oversight, and monitoring.

The Fresno Unified School Board previously approved the renewal of the charter for a term of five years. The charter renewal term begins on July 01, 2021 and expires on June 30, 2026. The term of the agreement shall be coterminous with the term of the charter school.

FINANCIAL SUMMARY: Charter law allows for a 01% to 03% oversight fee to authorizers from each charter.

PREPARED BY: Felicia Olais,
Manager, Charter Office

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

CABINET APPROVAL: Kim Mecum,
Chief Academic Officer

SUPERINTENDENT APPROVAL:



MEMORANDUM OF UNDERSTANDING
By and Between
FRESNO UNIFIED SCHOOL DISTRICT
And
CARTER G. WOODSON PUBLIC CHARTER SCHOOL
July 1, 2021– June 30, 2026

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

I. RECITALS

- A. The Fresno Unified School District is a school district existing under the laws of the State of California.
- B. The State of California enacted the Charter Schools Act of 1992 (hereinafter the “Act”) authorizing the formation of charter schools with the intent that the schools improve pupil learning; increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low achieving; encourage the use of different and innovative teaching methods; create new professional opportunities for teachers; provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system; and are held accountable for meeting measurable pupil outcomes.
- C. Charter Corporation is a nonprofit public benefit corporation that manages and operates Carter G. Woodson Public Charter School (hereinafter “Charter School”), a public charter school existing under the laws of the State of California and under the supervisory oversight of the District. Unless otherwise stated, for the purposes of this Agreement, the terms Charter School and Charter Corporation may be used interchangeably, with the duties and responsibilities of Charter School and Charter Corporation being the same under this Agreement.
- D. The Act authorizes the District to grant charter petitions under specified circumstances. The District has approved a charter petition for Charter School for a five-year period from July 1, 2021 through June 30, 2026 (hereinafter “the Charter”).
- E. Charter Corporation shall be responsible for, and have all rights and benefits attributable to, Charter School as further outlined herein. Charter Corporation is responsible for Charter School’s compliance with the terms of the Charter and with this Agreement.
- F. The Parties agree that no single party to this Agreement waives any of the rights, responsibilities and privileges established by the Charter Schools Act of 1992, which may change from time to time during the term of this Agreement.
- G. The fundamental interest of the District is, on a continuing basis, to be reasonably assured that Charter Corporation is: (1) successfully implementing the provisions of the Charter, as granted; (2) obeying all requirements of federal, state, and local law that apply to Charter School; (3) operating prudently and soundly in all respects; and (4) providing a sound educational program for Charter School’s students.
- H. The Parties recognize and agree that Charter School shall not charge tuition, shall be nonsectarian in its programs, admission policies, employment practices, and all other operations, and shall not discriminate against a pupil on the basis of any of the protected categories set forth in Education Code § 220.
- I. The Parties recognize that there are matters related to the operation of Charter School and the effective oversight of Charter Corporation that go beyond the provisions included in the Charter or that need further clarification. The District also acknowledges that the operation of Charter School is to be solely

carried out by Charter Corporation. This Agreement is intended to address those matters that have not been covered in the Charter and to provide guidance on the oversight policies and procedures of the District. Further, this Agreement is intended to outline the Parties' agreements governing their respective fiscal and administrative responsibilities and their legal relationship.

- J. If the terms of this Agreement conflict with the terms of the Charter, this Agreement will control while the District and Charter Corporation negotiate any necessary amendments to the Charter to achieve consistency.

II. AGREEMENTS

A. Terms

1. This Agreement will govern the relationship between the District and Charter Corporation regarding the operation of Charter School.
2. Any modification of this Agreement must be in writing and executed by duly authorized representatives of both Charter Corporation and the District.
3. The duly authorized representative of Charter Corporation is the Executive Director, or any designee thereof.
4. The duly authorized representative of the District is the Superintendent or any designee thereof.
5. All communication regarding any aspect of the operation of Charter School shall be initiated by Charter Corporation with the Superintendent, unless the Superintendent delegates this function to another officer of the District. The authority of the Superintendent shall be as determined by the Board of Trustees of the District. The Board of Trustees shall approve all formal District actions related to oversight and monitoring of Charter School.
6. The term of this Agreement shall be coterminous with the term of the Charter granted to Charter School. This Agreement is subject to approval by the respective Governing Boards of the District and Charter Corporation. The Parties shall, however, review the terms of this Agreement annually and, by February 1 of each year, present proposed revisions to the Agreement. If the Parties cannot agree to the proposed revisions by April 30 of that year, the existing Agreement will continue in effect until mutually modified. Nothing in this Section shall prevent either party from suggesting, proposing or agreeing to a revision to this Agreement at any time during the year.
7. Upon termination or revocation of the Charter, this Agreement shall expire.
8. The effective date of the Charter is July 1, 2021. Should Charter School fail to comply with the conditions of the Charter, the District shall have the right to revoke the Charter in accordance with Education Code § 47607 and its applicable regulations.
9. This Agreement is subject to early termination only as set forth herein or as otherwise permitted by law. Renewal of the Charter shall be based, in part, on compliance with the terms set forth in this Agreement, the District policy, and applicable law.

B. Operation of Charter School

1. Charter School is a public charter school that shall be operated pursuant to the Charter, plus specific approved conditions, if any.
2. Charter School is authorized by the District to operate with grades 7-12.

3. As of the effective date of the Charter, and subsequently at all times it is operational, Charter School and/or Charter Corporation will post and/or update the required information, including that set forth below, on Charter School's and/or Charter Corporation's website. Charter School and/or Charter Corporation will update the posting within ten (10) days whenever the information changes.
 - a. The names and contact information for the principal contacts for Charter School; and
 - b. The names and contact information for Charter School's and/or Charter Corporation's management/operational leadership and for Charter School's and/or Charter Corporation's Board of Directors.
4. Charter School and/or Charter Corporation will provide the District with written notice whenever information changes, including any change in the directors, officers, administrators, and management whenever the information changes, in no event later than ten (10) days after the change.

C. Governance

1. Charter School will operate consistent with Education Code § 47604(a) and (b). Charter Corporation acknowledges, as is stated in its Charter, that it is a separate legal entity and the District is not liable for the debts and/or obligations of Charter Corporation or Charter School or for claims arising from the performance of acts, errors, or omissions by Charter Corporation or Charter School per Education Code § 47604(d).
2. The Parties further recognize that consistent with the Charter, Charter Corporation has obtained and maintains status as a nonprofit public benefit corporation as provided in Education Code § 47604.
3. The District reserves the right to appoint a single representative to Charter Corporation's Board of Directors in accordance with Education Code § 47604(c).
4. The Board of Directors of Charter Corporation shall conduct public meetings within the physical boundaries of Fresno County at such intervals as are necessary to ensure that the Board is providing sufficient direction to Charter Corporation and Charter School through implementation of effective policies and procedures. Charter School shall establish a two-way teleconference location at Charter School for situations when the Board meeting is not being held at Charter School. Board meetings of Charter Corporation will be conducted in compliance with the requirements of the Ralph M. Brown Act (Government Code § 54950 et seq.) (the "Brown Act").
5. Charter Corporation shall ensure that all members of the Board of Directors of Charter Corporation, Charter School's leader, Charter School's primary financial contact, and any other Charter School staff deemed appropriate by Charter Corporation, have participated in training on the requirements of the Brown Act and the Political Reform Act. Verification of such training shall be provided to the District.
6. Copies of meeting agendas for meetings of Charter Corporation's Board of Directors and Charter School's School Site Governing Board shall be provided to the District at the time they are made available to the public pursuant to the Brown Act. Copies of meeting minutes shall be provided to the District within 30 days after their approval by the respective governance bodies.

D. Required Governance Documentation

1. Charter Corporation shall provide the District with the documents described herein by the dates specified.
2. Charter Corporation shall provide up-to-date versions of all required documents by August 1st of each year, or as otherwise specified.

3. In the event of a change in the following specified documents, an updated version shall be sent within ten (10) business days of the date the change is approved by Charter Corporation's Board of Directors:
 - a. Articles of Incorporation;
 - b. Bylaws;
 - c. Conflict of Interest Code;
 - d. Roster of Charter Corporation's Board of Directors;
 - e. Schedule of Board of Directors meetings;
 - f. Name and contact information for Charter School's leader (e.g., principal, executive director, or head of school);
 - g. Name and contact information for Charter School's primary financial contact (e.g., CFO, COO, accountant, or back-office financial services provider); and
 - h. Any lease(s) and/or other documentation relating to the facility(ies) in which Charter School is located and/or operates from.
4. Charter Corporation shall promptly respond to all reasonable inquiries by the District and its designees and any other authorized agency, including but not limited to financial inquiries related to Charter School.

E. Admission and Recruitment

1. The Parties recognize and agree that Charter School will be nonsectarian in its admission policies, programs, practices, and operations. Charter School will not charge tuition and admission to Charter School will not be determined according to the place of residence of the pupil or the pupil's parent or legal guardian. Charter school will be open to all pupils who wish to attend.
2. Charter School shall adopt and adhere to anti-discrimination policies that are consistent with federal and state law and that prohibit unlawful discrimination against any protected category. Protected categories are set forth federally under Title IX and in California are enumerated by Government Code § 12940, Education Code §§ 200 and 220, and Government Code § 11135. Protected categories include, but are not limited to, disability, sex, gender, gender identity, gender expression, nationality, race, color, ethnicity, ancestry, national origin, age, religion, sexual orientation, immigration status, medical condition, and genetic information, as well as association with a member of a protected category. Additionally, as set forth in Education Code § 231.5, it is the policy of the State of California, pursuant to Education Code § 200, that all persons, regardless of their sex, should enjoy freedom from discrimination of any kind in the educational institutions of the state. This includes sexual harassment, which is a form of sexual discrimination.
3. Charter School shall not discourage a pupil from enrolling or seeking to enroll in Charter School for any reason, including, but not limited to, academic performance of the pupil or because the pupil is in a protected category. Charter School agrees it will not request or require a pupil's records before enrollment. Charter School also will not encourage a pupil to disenroll from Charter School or transfer to another school for any reason, including, but not limited to, academic performance of the pupil or because the pupil is in a protected category. Charter School shall provide a pupil's parent or guardian with a notice confirming these requirements when they inquire about enrollment, before conducting an enrollment lottery, and before disenrollment of a pupil.

4. If the number of pupils who wish to attend Charter School exceeds capacity, attendance at Charter School shall be determined by a public random drawing in which preference will be extended to pupils as set forth in the Charter. Charter School agrees that preferences shall be consistent with federal law, the California constitution and Education Code § 200 and will not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation.
5. Charter School shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment in accordance with Education Code § 49011.
6. As of the effective date of the Charter, and at all times it is operational during the Charter term, Charter School will have the following enrollment and admission information posted on Charter School's website and will update the posting as quickly as possible whenever the information changes:
 - a. Procedures and timeline for enrollment, admission, and the public random drawing, which will include, but not be limited to, an assurance that Charter School will provide enrollment preferences as specified in the Charter and in compliance with Education Code § 47605(e)(2)(B).
 - b. Descriptions of outreach and recruitment activities to reach the target population.
 - c. Evidence that enrollment preferences and random drawing preferences are consistent with the Charter and all applicable federal and state laws.
 - d. A copy of the application and enrollment forms and information provided to prospective families.
 - e. Notice that Charter School complies with all requirements not to discourage a pupil from enrolling or seeking enrollment as developed by the California Department of Education.
 - f. Process for a pupil who is expelled or leaves Charter School without graduating or completing the school year for any reason, including procedures for notifying the superintendent of the school district of the pupil's last known address within 30 days per Education Code § 47605(e)(3).
7. Charter School shall make a serious and consistent effort to recruit students to Charter School to: (1) achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, that is reflective of the general population residing within the District; and (2) to fulfill its mission to serve students from communities throughout the County of Fresno.

F. Funding

1. Charter School has elected to receive the state aid portion of Charter School's total Local Control Funding Formula ("LCFF") allocation directly pursuant to Education Code § 47651.
2. Charter School is eligible for a general-purpose entitlement and supplemental funding allocated through the LCFF under Education Code § 42238 et seq. LCFF funding will be apportioned by Average Daily Attendance (ADA). Charter School will be responsible for providing the California Department of Education with all data required for funding. LCFF funding will not include:
 - a. Programs for which Charter School is required to apply separately, such as summer school.
 - b. Special education programs, which funds are allocated to the SELPA in which Charter School is affiliated.

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

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

G. Legal Relationship

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

omissions by Charter School or Charter Corporation, their officers, directors, administrators, employees, attorneys, agents, representatives, volunteers, successors and assigns, including, but not limited to, arising out of Charter School's policies and procedures, such as its application requirements, admission requirements, and public random drawing procedures.

6. To the extent required by law, Charter Corporation and Charter School agree to comply at all times with all applicable state and/or federal laws (which may be amended from time to time), including, without limitation, those set forth in Education Code § 47604.1 and the following:
 - a. The Ralph M. Brown Act (Government Code § 54950 et seq.);
 - b. The California Public Records Act (Government Code § 6250 et seq.);
 - c. Conflict of interest laws applicable to charter schools, including without limitation, the Political Reform Act and its administration by the California Fair Political Practices Commission (Government Code § 81000 et seq.);
 - d. Government Code § 1090 et seq., as set forth in Education Code § 47604.1;
 - e. The Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g);
 - f. The Child Abuse and Neglect Reporting Act (Penal Code § 11164 et seq.);
 - g. The Individuals with Disabilities Education Act ("IDEA") (20 U.S.C. § 1400 et seq.);
 - h. The Americans with Disabilities Act ("ADA") and the Americans with Disabilities Act Amendments Act of 2008 ("ADAAA") (42 U.S.C. § 12101 et seq.);
 - i. The U.S. Civil Rights Acts, including Title VII of the 1964 Civil Rights Act;
 - j. The California Fair Employment and Housing Act ("FEHA") (Government Code § 12900 et seq.);
 - k. The Age Discrimination in Employment Act ("ADEA") (29 U.S.C. § 621 et seq.);
 - l. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.);
 - m. Education Code § 220 (prohibiting discrimination); and
 - n. The Uniform Complaint Procedures (5 CCR § 4600 et seq.).
7. Charter Corporation agrees that all of its records that relate in any way to the operation of Charter School, including those submitted to the District, shall be treated as public records subject to the requirements and exemptions of the Public Records Act, as well as Education Code § 47604.3.

H. Fiscal Relationship

1. Oversight Obligations. The District's oversight obligations include, but are not limited to, the following:
 - a. Review and revision of this Agreement, and subsequent agreements, to clarify and interpret the Charter, and any revisions to the Charter and the relationship between Charter School and the District.
 - b. Monitoring performance and compliance with the Charter and with applicable laws, including the following:

- i. Identifying at least one staff member as a contact person for Charter School;
 - ii. Visiting Charter School at least annually;
 - iii. Ensuring that all reports required by law, including the local control and accountability plan and annual update to the local control and accountability plan required pursuant to Education Code § 47606.5
 - iv. Monitoring the fiscal condition of Charter School; and
 - v. Conducting the Charter revocation process, as necessary, pursuant to Education Code § 47607 and its applicable regulations, including hearing/investigating alleged violations and monitoring efforts to cure.
 - vi. Notifying the California Department of Education upon the occurrence of any of the circumstances described in Education Code § 47604.32(a)(5).
2. Charter School shall promptly respond to all reasonable inquiries of the District, including, but not limited to, inquiries regarding Charter School's financial records. The District shall promptly respond to all reasonable inquiries made by Charter Corporation, including, but not limited to, inquiries regarding financial records in which the District maintains base data or information.
 3. For purposes of fiscal oversight and monitoring by the District, Charter Corporation shall provide the District with a copy of documents, data and reports in the form and at the times specified by the District. All problems, questions, concerns, and/or issues, if any, related to the documents, data and reports that are produced by Charter Corporation and delivered to the District shall be brought to Charter Corporation's attention in writing within thirty (30) days of receipt by the District of the documents, data and records.
 4. Charter Corporation shall provide such other documents, data and reports as may be reasonably requested or required by the County Superintendent of Schools, including the annual reports set forth in Education Code § 47604.33, which must be prepared and submitted to the District and the County Superintendent of Schools.
 5. The District will use any financial or other information it obtains from Charter Corporation and Charter School, including, but not limited to, the reports required by Education Code § 47604.33, to perform its duties described in Education Code § 47604.32(a), including monitoring the fiscal condition of Charter School
 6. It is recommended that Charter School maintain a minimum ending fund balance of not less than 3% as a reserve for economic uncertainties.
 7. Oversight Services. Charter Corporation shall pay the District an amount equal to one percent (1%) of Charter School's revenues (excluding any monies for which the District has received as indirect cost rate charge) to cover the actual cost of supervisorial oversight. Charter School's revenue means the LCFF entitlement. This is the amount received in the current fiscal year from the LCFF calculated pursuant to Education Code § 42238.02, as implemented by Education Code § 42238.03. Payment shall be made by Charter Corporation monthly, at the same time as the in-lieu property taxes are distributed by the District.
 8. The Parties agree that the District shall not act as fiscal agent for Charter Corporation or Charter School. It is agreed that Charter Corporation shall be solely responsible for all fiscal services for Charter School, including payroll, purchasing, attendance reporting, and completion and submission of state budget forms. The District shall process and transfer to Charter Corporation all payments received by the District for Charter School in a timely fashion.

9. To the extent Charter Corporation wishes to contract with the District for any services to Charter School beyond those specified in this Agreement, a separate written contract with the District shall be required and the costs of such services shall be paid in full by Charter Corporation.

I. Financial Reporting

1. Budget Data

- a. A preliminary budget shall be provided to the District and the County Superintendent of Schools for review on or before May 31 of each year. All key budget variables, including revenue, expenditure, debit, and beginning and ending balance variables shall be defined.
- b. A copy of the adopted budget shall be provided to the District for review no later than July 1st of each year.
- c. A copy of Charter Corporation's adopted budget guidelines, fiscal policies, and internal controls shall be provided to the District within four weeks of adoption of this Agreement and then followed by annual updates.

2. Cash Flow Data

- a. Cash flow projections shall be submitted with each quarterly financial report, as detailed below.
- b. The District shall be notified at least three (3) weeks in advance (or a shorter time period upon showing of good cause by Charter School) of any action by Charter Corporation's Board of Directors to incur short- or long-term debt. Financing documents shall be made available for the District's review upon request.
- c. The District shall provide Charter Corporation with in-lieu property tax estimates and other available financial data necessary for Charter Corporation to meet its budget and fiscal obligations outlined in this Agreement and in applicable law within a reasonable period of time after a written request by Charter Corporation, but in no case later than 30 days thereafter.

3. Financial Data

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

4. Financial Audit

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

J. Attendance Reporting

1. Charter Corporation shall use commercially available attendance accounting software (such as Power School, etc.) for student attendance accounting at Charter School.
2. Charter Corporation, on behalf of Charter School, shall submit enrollment and attendance data as required to receive apportionment of funding according to the specified deadlines. The District staff will review and certify the accuracy of Charter School's attendance data submitted by Charter Corporation only when all documentation has been submitted and is accurate. Attendance data submitted without the requisite detail will not be processed and may result in a delay of funding to Charter School.
3. Student data covering demographic, behavioral and program participation, etc., are needed for effective oversight responsibilities as well as timely and efficient state and federal reporting on behalf of the District and charter schools. Consequently, Charter School shall adhere to the following:
 - a. Charter School shall submit student enrollment projections to the District by March 1 of the preceding school year.
 - b. Charter Corporation shall submit monthly summary reports of enrollment and average daily attendance ("ADA") no later than five (5) business days following the close of the period.
 - c. Charter School shall maintain contemporaneous written records of enrollment and ADA and make these records available to the District for inspection and audit.
 - d. Charter School shall provide copies of P-1 and P-2 and annual state attendance reports to the District by January 15, April 30, and June 20, respectively, of each year.
 - e. Charter School shall provide to the District copies of amended state attendance reports, if any, within three weeks of discovery of the need for making such an amendment.

K. Special Education Services/Section 504

1. For the 2021-2022 school year only, Charter School shall be categorized as a public school of the District in accordance with Education Code § 47641(b) for purposes of Special Education. Thereafter, Charter School has expressed its intention to be categorized as a local education agency (LEA) member of the El Dorado County Charter Special Education Local Plan Area (SELPA), in accordance with Education Code § 47641(a), for the remainder of this charter term.
2. For the 2021-2022 school year only, the following shall apply for special education services provided by the District:
 - a. The following provisions govern the application of Special Education services to Charter School's students:

- i. It is understood that all pupils will have access to Charter School, no student shall be denied admission due to disability and Charter School's preferences shall not result in limiting enrollment access for pupils with disabilities.
 - ii. Charter School confirms that it will have the means in place to achieve a balance of special education pupils that is reflective of the general population residing within the territorial jurisdiction of the District.
 - iii. Charter School will comply with all applicable state and federal Special Education laws.
 - iv. Charter School agrees to implement a Student Study Team (SST) to monitor and guide referrals for Section 504 and Special Education services. Charter School agrees that it is solely responsible for compliance with Section 504.
 - v. In accordance with the District's Special Education Local Plan Area (SELPA) and Local Plan for Special Education, if Charter School intends to be categorized as an LEA member of a SELPA for purposes of special education, Charter School shall apply to a SELPA and adhere to the District's requirements and timeline, as applicable.
 - vi. Charter School and the District intend that Charter School will be treated as any other public school of the District with respect to the provision of Special Education services, including the allocation of duties between on-site staff and resources and the District's staff and resources.
- b. Division and Coordination of Responsibility. The District and Charter School agree to allocate responsibility for the provision of special education services (including but not limited to identification, evaluation, Individualized Education Program (IEP) development and modification, and educational services) in a manner consistent with allocation between the District and its public school sites. Where particular services are generally provided by staff at the school site level, Charter School will be responsible for providing said staff and programming; where particular services are provided to schools by the District office, those services will be made available to Charter School in a similar fashion.
 - c. Charter School and the District intend that they will jointly ensure that all students entitled to services under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. § 1400, *et seq.*, and Education Code § 56000, *et seq.* will receive those services.
 - d. Identification and Referral. Charter School shall have the same responsibility as any other public school in the District to work cooperatively with the District in identifying and referring students who have or may have needs that qualify them to receive Special Education services. Charter School, with the District's assistance, will develop, maintain, and implement policies and procedures to ensure identification and referral of students who have, or may have, such needs. These policies and procedures will be in accordance with California law and the District's policies and procedures. As between Charter School and the District, Charter School is solely responsible for obtaining the cumulative files, prior and/or current IEPs and other Special Education information on any student enrolling from a non-District school.
 - e. The District shall provide Charter School with any assistance that it generally provides its other public schools in the identification and referral processes. The District will ensure that Charter School is provided with notification and relevant files of all students transferring to Charter School from a District school who have an existing IEP in the same manner that it ensures the forwarding of such information between District schools.
 - f. Assessments. The District and Charter School shall make the determination as to what assessments are necessary, including assessments for all referred students, annual assessments and triennial assessments, in accordance with the District's general practices and procedures for other public

schools of the District and applicable law. Charter School shall not fund an independent educational evaluation (IEE) without prior written approval of the District. The District agrees to provide such written approval to Charter School or, if the District decides to decline a request for an IEE, the District agrees to inform Charter School of the decision to file a request for due process to defend the assessment, without unnecessary delay. Such costs associated with funding an IEE shall be in compliance with how the District funds IEEs for other public schools of the District.

- g. Individualized Education Program. Responsibility for arranging necessary IEP meetings shall be allocated in accordance with the District's general practices and procedures and applicable law, including Education Code § 56341. Charter School shall be responsible for having the designated representative of Charter School in attendance at IEP meetings in addition to representatives who are knowledgeable about the regular education program at Charter School.
- h. Decisions regarding eligibility, goals/objectives, program, placement and exit from Special Education shall be the decision of the IEP team. IEP team membership shall be in compliance with applicable state and federal law, including Education Code § 56341, and shall include the designated representative of the District (or designee). Services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the District and of the Local Plan for Special Education.
- i. For students who enroll in Charter School with a current IEP, the District and Charter School shall conduct an IEP meeting in accordance with applicable law. Charter School shall notify the District immediately of students who may fall into this category. For such students who were previously enrolled in the District, the District agrees to forward the student's cumulative file, including all Special Education files, to Charter School within 10 calendar days with signed parent/guardian permission. In addition, the District will provide consultative assistance to Charter School to help transition the student.
- j. To the extent that the agreed upon IEP requires educational or related services to be delivered by staff other than Charter School staff, the District shall provide and/or arrange for such services. The District's services shall include consultative services by District staff to Charter School staff in the same manner that the District's staff consults with staff at other District schools.
- k. To the extent that the agreed upon IEP requires placement outside Charter School, including but not limited to placement at a nonpublic school, private school, and/or residential treatment center, the District shall be responsible for funding such placement in the same manner that it funds such placements for all other public schools of the District.
- l. Complaints. In consultation with Charter School, the District shall address, respond to and investigate all complaints received under the Uniform Complaint Procedure (UCP) involving Special Education that appropriately fall under the UCP. If a parent/guardian utilizes Charter School's UCP, Charter School shall notify the District within a reasonable time period after receipt of the complaint.
- m. Due Process Hearings. In consultation with Charter School, the District may initiate a due process hearing on behalf of a student enrolled in Charter School as the District determines is legally necessary to meet a school agency's responsibilities under federal and state law. In the event that the parent/guardian files for a due process hearing, the District and Charter School shall work together to defend the case. In the event that the District determines legal counsel representation is needed, the District and Charter School shall be jointly represented by legal counsel, unless there is a conflict of interest. If separate counsel is needed by Charter School, Charter Corporation may select such counsel, and shall be responsible all costs and fees of its legal counsel.
- n. Dispute Resolution. Charter School shall comply with all applicable state and federal statutory and regulatory dispute resolution procedures pertaining to the provisions of special education services including, without limitation, IDEA, the Uniform Complaint Procedure for Special Education (5

CCR § 4600 et seq.), Government Code § 7585, and the dispute resolution procedures established by the District's SELPA and Local Plan for Special Education.

- o. Special Education Local Plan Area. The District Superintendent or designee shall represent Charter School at all SELPA meetings as it represents the needs of all schools in the District. Reports to Charter School regarding SELPA decisions, policies, etc., shall be communicated to Charter School as they are to all other schools within the District. To the extent that the District and/or SELPA provide training opportunities and/or information regarding Special Education to site staff, such opportunities/information shall be made available to Charter School staff. To the extent the District's site staff has the opportunity to participate in committee meetings of the SELPA as representatives of their school, such opportunities shall be made available to Charter School staff.
- p. Retention of Special Education Apportionment by the District. The Parties agree that, pursuant to the division of responsibilities set forth in this Agreement, Charter School has elected the status of any other public school in the District for the purposes of Special Education services and funding, and the District has agreed to provide Special Education services for Charter School, consistent with the services it provides at its public schools. Consistent with this division of responsibility, all funds apportioned to Charter School directly from the state and federal government for Special Education services pursuant to Education Code § 47613.1(a)(2) shall be retained by the District. In exchange, Charter School shall receive an equitable share of funding and services consisting of either or both of the following:
 - i. State and federal funding provided to support Special Education instruction or designated instruction and services or both provided or procured by Charter School that serve pupils enrolled in and attending Charter School, with the agreement of the District.
 - ii. Any necessary Special Education services including administrative and support services and itinerant services that are provided by the local educational agency on behalf of pupils with disabilities enrolled in Charter School as described above.
- q. Charter School Contribution to Encroachment. Charter School shall owe the District an amount of funding equal to the District's total excess cost of Special Education (hereafter "encroachment") per unit of the District-wide general education ADA, for each unit of Charter School's general education ADA. The formula for calculating Charter School's contribution is as follows: Total District encroachment divided by District-wide attendance ("P-2") x Total Charter School attendance ("P-2"). Charter School enrollment includes all students, regardless of home district. Adjustments will be made to include, on a pro-rated basis, students who enroll after the student-enrollment calculation is made. No prorated adjustment will be made for students who leave during the academic year. The encroachment amount owing to the District shall be offset by any cost Charter School has incurred in providing necessary special education services to its students provided that such costs have been approved by the District prior to being incurred by Charter School. Should Charter School no longer be within the District's SELPA, such encroachment will no longer be owed once all outstanding encroachment has been paid by Charter School.
- r. Special Education funds for Special Education staff and services provided at the local school site level by Charter School with the agreement of the District shall be allocated to Charter School by the District.
- s. Charter School agrees to adhere to the policies and requirements of the Local Plan for Special Education and to District policies.
- t. Special Education services will be offered at Charter School based upon each student's Individualized Education Program and based upon Charter School's educational methods and philosophy.

- u. If needed, due to limited Special Education staff, the District may seek out contracts with other school districts, companies, or organizations to serve Charter School's students. Charter School shall assist the District in providing such services.
3. For the 2022-2023 through the 2025-2026 school years, Charter School will not be categorized as a public school with the District for purposes of Special Education services. Charter School will operate as an LEA member of the El Dorado County Charter SELPA in conformity with Education Code § 47641(a).
 4. While an LEA member of the El Dorado County Charter SELPA for the 2022-2023 through the 2025-2026 school years, the following shall apply:
 - a. It is understood that all pupils will have access to Charter School, no student shall be denied admission due to disability and Charter School's preferences shall not result in limiting enrollment access for pupils with disabilities. Charter School confirms that it will have the means in place to achieve a balance of special education pupils that is reflective of the general population residing within the territorial jurisdiction of the District and that it will comply with all applicable state and federal Special Education laws.
 - b. Pursuant to Education Code § 47641, Charter School will elect to participate as an independent LEA for Special Education services. Charter School will be solely responsible for providing all Special Education services. No Special Education services whatsoever will be provided by the District to Charter School. Charter School will be solely responsible for notifying parents that Special Education services are provided by Charter School and not the District.
 - c. Complaints. Charter School shall address, respond to and investigate all complaints received involving Special Education. The District shall have no involvement in any complaints relating to Special Education services at Charter School, unless the District determines that its involvement is necessary as a result of its oversight responsibilities.
 - d. Indemnity. Charter School agrees to defend, indemnify, and hold the District and District Personnel harmless from any liabilities, claims, demands, attorneys' fees and costs arising out of or related in any way to the failure to deliver or the delivery of Special Education services by or involving the El Dorado County Charter SELPA and Charter School to its students and any and all conduct or allegations related thereto. Charter School further agrees to defend, indemnify, and hold the District and District Personnel harmless from any liabilities, claims, demands, attorneys' fees and costs arising out of or related in any way to the delivery of Special Education services that may have been previously provided to Charter School by the District.

L. Insurance and Risk Management

1. Charter Corporation, as applicable, will obtain its own insurance coverage to cover the operations of Charter School and supply the District with certificates of insurance and proof of insurance as initially outlined below, which may change annually based on, among other factors, size and location of Charter School. Charter Corporation shall instruct the insurance carrier(s) to inform the District immediately if the coverage becomes inoperative for any reason. The District may request to see evidence of insurance coverage during site visits.
2. Charter Corporation shall procure from an insurance carrier licensed to do business in the State of California or a qualified joint power authority ("JPA") registered with the California Department of Industrial Relations, and keep in full force during the term of the Charter, at least the following insurance coverage for itself, Charter School, and the District:
 - a. Property Insurance against fire, vandalism, malicious mischief and such other perils as are included in "special form" coverage insuring all of Charter Corporation's trade fixtures, furnishings,

equipment and other personal property. The property policy shall include "extra expense" coverage and shall be in an amount not less than 100% of the replacement value.

- b. Commercial General Liability Insurance in an amount not less than Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) in total general liability insurance for bodily injury (including death), property damage and personal and advertising injury arising out of or connected to Charter Corporation's premises and operations. Charter Corporation shall also maintain errors and omissions/educators legal liability, sexual abuse and molestation coverage, and employment practices liability of Charter Corporation, its governing board, officers, agents, or employees of Charter School with limits of not less than the amount stated above. Charter School represents that its insurance shall cover all situations under which Charter School is responsible to defend and indemnify herein. The amount of total general liability insurance required shall increase to seven million, five hundred thousand dollars (\$7,500,000) if Charter School's ADA (as reported at P-Annual) exceeds 1,000. The deductible per occurrence for said insurance coverage stated herein shall not exceed twenty thousand dollars (\$20,000).
 - c. Comprehensive or Business Automobile Liability Insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence, Combined Single Limit for Bodily Injury and Property Damage including coverage for Owned, Non-owned and Hired Vehicles, as applicable.
 - d. Workers' Compensation Insurance in accordance with the provisions of the California Labor Code, insurance adequate to protect Charter Corporation from claims under Workers' Compensation Acts which may arise from its operation of Charter School, with statutory limits and Employer's Liability limits (including employment practices coverage) of not less than One Million Dollars (\$1,000,000) each occurrence.
3. If any policies are written on a claims-made form, Charter School agrees to maintain such insurance continuously in force for three years following non-renewal, termination or revocation of the Charter or extend the period for reporting claims for three years following the non-renewal, termination or revocation of the Charter to the effect that occurrences which take place during this shall be insured.
4. Charter School shall be responsible, at its sole expense, for separately insuring its personal property.
5. Charter School shall procure and maintain for the duration of this Agreement the specific insurance policies listed herein with the specified limits per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. If Charter School maintains broader coverage and/or higher limits than the minimums shown herein, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by Charter School. Charter School's liability policy or policies must provide all liability Charter School is required to insure against by law and authorized to insure against. The District and District Personnel shall be covered as additional insureds via an endorsement to all liability policies maintained by Charter School. Such endorsement shall provide that all additional insured coverage afforded to the District and District Personnel under Charter School's insurance coverage shall be primary and noncontributory as respects the District and District Personnel. Any insurance or self-insurance maintained by the District or District Personnel shall be excess of Charter School's insurance and shall not contribute with it. Each insurance policy required above shall be endorsed to provide that coverage shall not be canceled, except with notice to the District.
6. Copies of all policies of insurance and certificates of coverage shall be provided by Charter Corporation to the District annually, but no later than two weeks prior to the commencement of the school year. The District shall receive written notification 30 days in advance of the termination or cancellation of any insurance policy maintained by Charter School.
7. Charter Corporation and Charter School shall hold harmless, defend, and indemnify the District and District Personnel from every liability, claim, or demand which may be made by reason of (1) any injury to volunteers; and (2) any injury to person or property sustained by any person, firm, or corporation caused by any intentional or negligent act or omission of Charter Corporation and/or Charter School, its

officers, employees or agents. In cases of such liabilities, claims, or demands, Charter Corporation, at its own expense and risk, shall defend with legal counsel satisfactory to the District all legal proceedings which may be brought against the District and District Personnel, and shall satisfy any resulting judgments up to the required amounts that may be rendered against any of them. This indemnity and hold harmless provision shall exclude actions brought by third persons against the District and District Personnel arising out of the gross negligence or intentional acts, errors, or omissions of the District and District Personnel.

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

M. Human Resources Management

1. All staff working at Charter School are employees of Charter Corporation, which shall have sole responsibility for employment, management, salary, benefits, dismissal, and discipline of its employees.
2. Charter Corporation is deemed the exclusive employer of the employees of Charter School for the purposes of the Educational Employee Relations Act (EERA) under Government Code § 3540 et seq. and will be considered the public school employer of the employees at Charter School for purposes of collective bargaining.
3. Actual staffing data shall be provided to the District, upon request. Teacher credentials and permits shall be maintained on file at Charter School and shall be subject to periodic inspection by the District. Copies of credentials and a list of teaching/class assignments for each teacher shall be provided to the District by Charter School at the commencement of each school year.
4. Charter School will comply with the credentialing requirements for teachers at Charter School set forth in Education Code § 47605(1) and 47605.4(a), as well as any applicable federal laws. Charter School will provide written verification of compliance with Education Code § 47605(1) to the District at the commencement of each school year.
5. Certificated and classified employee salary schedules shall be provided, upon request. A copy of Charter Corporation's personnel and payroll policies shall be provided upon commencement of the first school year by August 1 and annually thereafter. Copies of individual employment contracts shall be maintained on file at Charter School and shall be subject to periodic inspection by the District.
6. Charter Corporation shall provide to the District, upon request, the job descriptions and qualifications for each position at Charter School.
7. Charter Corporation may process Charter School's State Teachers' Retirement System ("STRS") and Public Employees' Retirement System ("PERS") deductions and contributions. Charter Corporation shall accept and assume sole financial responsibility for all STRS and PERS reporting fines and penalties resulting from incomplete, inaccurate, or late reports and/or inadequate or late deposits from any cause whatsoever, except to the extent resulting from the sole negligence of the District. Such responsibility shall include but not be limited to any and all reporting fines and/or penalties.
8. Charter Corporation shall distribute a copy of its Employee Handbook to each employee at Charter School each year. At a minimum, the handbook shall include a statement that Charter Corporation is the exclusive public employer of employees at Charter School and has sole responsibility for employment, management, salary, benefits, dismissal and discipline of its employees. The handbook shall also include specific expectations for employee performance and behavior, due process rights of employees related to disciplinary actions (including termination), compensation and benefit information, and a description of both informal and formal complaint procedures that employees may pursue in the event of disagreements. Such handbook shall be provided to the District upon request.
9. At all times during the term of the Charter, Charter Corporation employees at Charter School, parent volunteers who will be performing services with Charter Corporation students that are not under the direct supervision of a certificated teacher, and all vendors having unsupervised contact with Charter Corporation students will submit to background checks and fingerprinting in accordance with Education Code § 45125.1. Charter Corporation will provide certification to the District that all employees and volunteers/vendors (as applicable) have cleared a criminal record check through the Department of Justice ("DOJ") and the Federal Bureau of Investigation ("FBI") prior to having any unsupervised contact with students.
10. Charter Corporation shall maintain on file and have available for inspection during site visits, evidence that it has performed criminal background checks for all employees and documentation certifying that

vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students.

N. Student Records/Expulsions

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

O. Transportation

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

P. Nutritional Services

1. Charter School shall provide, for each needy pupil, one nutritionally adequate free or reduced-price meal during each school day as set forth in Education Code § 49550. Needy children shall be defined as those children who meet federal eligibility criteria for free and reduced-price meals as defined in Education Code § 49531.

2. Charter School will be responsible for providing its own food services, if any. If Charter Corporation wishes the District to operate food services (breakfast and lunch) for Charter School, the District will retain the state and/or federal revenue for any food services provided by the District to Charter School. The District may provide food services for Charter School during any extended school year (i.e., summer school). The District shall advise Charter School as to any necessary reporting required by state or federal agencies.

Q. Educational Program

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

R. English Learner Services

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

S. Facilities

1. Charter Corporation agrees that it is not seeking facilities for Charter School from the District under Proposition 39. If Charter School seeks facilities in the future, it understands it must follow the requirements regarding requesting Charter School Facilities set forth in Education Code § 47614 and the regulations related thereto as well as the District's requirements for Charter School Facilities.

2. All facilities shall meet all applicable fire and safety code requirements, will conform with the requirements of Education Code §§ 47610(d) and/or 47610.5, and will conform with all applicable provisions of the Americans with Disabilities Act and any other applicable federal and state requirements. All facilities will be approved by the local fire marshal for the use intended.

T. Material Revisions to the Charter

1. Changes to the Charter deemed to be material revisions may be made only with prior approval from the District. Changes to the Charter considered to be material revisions include, but are not limited to, the following:
 - a. Substantive changes to the educational program, mission, or vision of Charter School, including the addition or deletion of a major program component that is a distinctive feature of Charter School, such as STEM, language immersion, grade level grouping, arts integration, etc.
 - b. Adding a classroom-based or non-classroom-based program/facility not expressly authorized by the Charter.
 - c. Proposed changes in enrollment that represent an increase or decrease from the enrollment originally projected in the Charter by more than 25% in any grade level or 10% of total enrollment in any given year.
 - d. Addition or deletion of grades or of grade levels to be served, for the program as a whole or in a given year, not expressly authorized by the Charter, or otherwise required by law.
 - e. Changes to location of facilities, including school sites, resource centers, meeting space, or other satellite facility including the opening of a new facility. Temporary locations rented for annual student testing purposes shall be exempt from this provision.
 - f. Changing the name of Charter School.
 - g. Entering into a contract to be managed or operated by any other nonprofit public benefit corporation (or any other entity) other than Charter Corporation.
 - h. Substantive changes to admission requirements and/or enrollment preferences identified in the Charter, unless required by law.
 - i. Substantive changes to the governance structure as described in the corporate bylaws, including but not limited to: changes in the authorized number of Board members, method by which sitting Board members are removed, method by which new Board members are selected, and/or provisions that reduce the size of the quorum required for a meeting and majority required for action. Revisions to the bylaws to ensure compliance with legal updates that do not affect the Charter may not be considered a material revision by the District.
2. Notice of a nonmaterial revision to the Charter shall be provided, in writing, at least 5 business days in advance of Charter Corporation's Board meeting at which the revision is to be approved.

U. Site Visits

1. The District will conduct at least one (1) visit to Charter School annually in accordance with the Charter Schools Act. The information gathered will be used to assess Charter School's progress in governance and organizational management, educational performance, fiscal operations and fulfillment of the terms of the Charter and this Agreement.

2. A school site visit may include review of the facility, review of records maintained by Charter School, and interviews with the management of Charter School and/or Charter Corporation, Charter School employees including the site principal, and Charter School's students/parents, as well as observation of instruction in the classrooms.
3. Any deficiencies will be reviewed with Charter School's site principal and Charter Corporation and an opportunity for comment, explanation and/or correction will be provided.
4. The evaluations of Charter School for each year will be used, in addition to other information and reports, to determine a renewal decision.

V. Renewal

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

W. Charter Revocation

1. The District shall have the right to revoke the Charter in accordance with Education Code §§ 47607, 47607.3 or any other applicable statute or regulations. Prior to instituting revocation proceedings, the District may provide written progressive notices that correction of a problem at Charter School by Charter Corporation needs to occur with specified reasonable timelines.
2. The minimum progression of notification of corrective action for concerns the District considers to involve violation(s) of Education Code § 47607(f) is as specified in California Code of Regulations, Title 5, Sections 11965 and 11968.5.2. Additional notification may be provided at the sole discretion of the District.
3. If the District determines, based on credible report(s), that there is a severe and imminent threat to the health or safety of the pupils of Charter School, and makes such determination in writing pursuant to Education Code § 47607(g), the District may take immediate action to assure the safety and well-being of the pupils, as well as staff and the community, consistent with California Code of Regulations, Title 5, Section 11968.5.3. Such immediate action, as deemed appropriate by the District in its reasonable discretion, may include but is not limited to revocation of the Charter in accordance with Education Code § 47607.
4. During the period prior to revocation, Charter Corporation shall have the opportunity to work with the District to address concerns and develop a plan to remediate all areas to the reasonable satisfaction of the District consistent with applicable laws.

X. Closure Procedures

1. At all times it is operational during the Charter term, Charter School will provide a description of the procedures to be used in the event Charter School closes and provide such procedures to the District as outlined in the Charter. The Parties agree that an overview of such procedures is contained in the Charter.
2. Procedures must be compliant with requirements contained in California Code of Regulations, Title 5, Section 11962 and consistent with the Charter. Detailed closure procedures are set forth in Attachment A and incorporated herein by reference. At a minimum, closure procedures must include the following:
 - a. Identification of a responsible person(s), e.g. Executive Director, Financial Officer, representative of Charter Corporation Governing Board, to oversee and conduct the closure process;
 - b. Notification of students and families of school closure;
 - c. Security of student and business records;
 - d. Processing of final employee payroll and benefits;
 - e. Identification of all assets and liabilities and plan for transfer as detailed in the Charter;
 - f. Final Charter School close-out audit to be paid for by Charter Corporation;
 - g. Identification of a source of funding to be used for closeout expenses including the final audit; and
 - h. If applicable, dissolution of the nonprofit public benefit corporation.
3. If Charter School is to close permanently for any reason (e.g., voluntary surrender, nonrenewal, revocation), the District shall serve written notice on Charter Corporation that the closure procedures have been invoked. Charter Corporation will immediately identify to the District the specific individual who is responsible for coordinating Charter School's close out activities. The District will identify a staff person who will work with Charter School to accomplish all close out activities.
4. Charter Corporation expressly acknowledges the right of the District to gain full access to and copies of all student and business records concerning Charter School within a reasonable time after the District gives written notice that it is invoking the closure procedures.

Y. Required Disclosures

1. Pursuant to Education Code § 47604.3, Charter School shall respond promptly to all reasonable requests of the District.
2. Charter Corporation shall immediately notify the District of any pending or actual litigation and/or claim from any party or notice of potential infraction, criminal or civil action against Charter Corporation, Charter School or any employee, agent or volunteer that may involve or affect Charter Corporation or Charter School. In addition, Charter Corporation shall immediately notify the District of any request for information by any governmental agency about Charter Corporation or Charter School.
3. The District shall immediately notify Charter Corporation of any pending or actual litigation and/or litigation claim from any party or notice of potential infraction, criminal or civil action against or involving or affecting Charter Corporation or Charter School. In addition, Charter Corporation shall immediately notify the District of any written request for information by any governmental entity about Charter Corporation or Charter School.
4. If Charter Corporation seeks any loans or advance receipt of funds for Charter School, it shall establish a fiscal plan for repayment in advance of receipt of such loans. Charter Corporation shall provide advance written notice to the District specifying its intent to apply for a loan for Charter School. Advance

notice shall include a description of the need for the loan, its terms, and the plan for repayment, including a cash flow schedule. If a loan is received, Charter Corporation shall, at the time of deposit of any sums which are loans to Charter Corporation for Charter School, provide the District with the loan documents, minutes of Charter Corporation's Board meetings at which such loan was approved, plan for repayment and updated cash flow schedule.

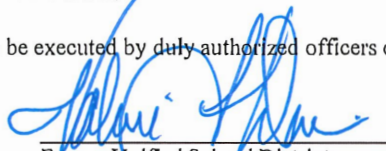
III. LEGAL

- A. **Non-Assignment.** Neither party shall assign its rights, duties or privileges under this Agreement, nor shall either party attempt to confer any of its rights, duties or privileges under this Agreement on any third party, without the written consent of the other party. The replacement of Charter Corporation with any other nonprofit public benefit corporation or other operating body or governance structure shall be treated as a material revision of the Charter, subject to the review and approval of the District pursuant to applicable sections of the Education Code.
- B. **Severability.** If any provision or any part of this Agreement is for any reason held to be invalid or unenforceable or contrary to public policy, law, statute and/or ordinance, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
- C. **Venue.** The Parties agree that any legal action to enforce the terms of this Agreement shall be brought in the appropriate court in the County of Fresno, California.
- D. **Amendment and Waiver.** Any waiver, amendment, modification, or cancellation of any provisions of this Agreement must be in writing and executed by duly authorized representatives of all parties specifically indicating the intent of the Parties to modify this Agreement. No such amendment or waiver shall be effective absent approval or ratification by the District and the Governing Board of Charter Corporation. The failure of either party at any time to require performance of any provision hereof shall in no manner affect its right at a later time to enforce such provision.
- E. **Dispute Resolution.** All disputes regarding this Agreement shall be resolved in accordance with the dispute resolution provision included in the Charter; provided, however, that disputes related to revocation of the Charter or acts or omissions of Charter School or Charter Corporation that constitute grounds for revocation of the Charter shall be handled pursuant to Education Code § 47607 and its implementing regulations. Violations of this Agreement shall not be considered cause for revocation unless the violation is sufficient to justify revocation under Education Code § 47607.
- F. **Entire Agreement.** This Agreement and attachments, if any, contain the entire agreement of the Parties with respect to the matters covered herein, and supersede any oral or written understandings or agreements between the Parties with respect to the subject matter of this Agreement.

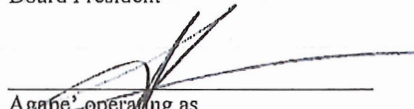
This Agreement represents the full and final agreement between Charter Corporation and the District and shall only be modified in writing by the mutual agreement of the Parties.

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

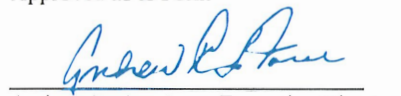
Dated: 08/11/2021


Fresno Unified School District
Board President

Dated: 06/17/2021


Agape operating as
Carter G. Woodson Public Charter Schools

Approved as to Form


Andrew De La Torre, Executive Director
Benefits & Risk Management

ATTACHMENT A to MEMORANDUM OF UNDERSTANDING
By and Between
FRESNO UNIFIED SCHOOL DISTRICT
And
CARTER G. WOODSON PUBLIC CHARTER SCHOOLS

Item	Description	Responsible Party	Completion Date	Verification
Invoking Closure Procedures				
1	<p>In the case of revocation or non-renewal, the District shall notify Charter School in writing that the closure procedures have been invoked. In the case of voluntary surrender, Charter School shall notify the District in writing that the closure procedures have been invoked.</p> <p>Charter School agrees that its officials shall have a continuing duty to cooperate with the District in all matters pertaining to the closure of Charter School, including, without limitation, attending meetings with the District, Fresno County Superintendent of Schools, and/or the California Department of Education, preparing a schedule of closing tasks with dates, obtaining and providing additional information and documentation, and interpreting and explaining any ambiguous records or information.</p> <p>Charter School will be the responsible entity for winding up its closure and closure-related activities. Charter School shall notify the District, the California Department of Education, the Fresno County Superintendent of Schools, the SELPA in which Charter School participates, and the retirement system in which Charter School's employees participate of Charter School's following:</p> <ul style="list-style-type: none"> (1) The effective date of the closure; (2) The reason for closure; (3) The name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; (4) The pupils' school districts of residence; and (5) The manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements. 			
Immediate Actions				
2	Charter School shall immediately notify the District of the location of all student and business records. Following that notification, no student or			

Item	Description	Responsible Party	Completion Date	Verification
	business records shall be disposed of, moved, or duplicated without the express written consent of the District, except that student records may be copied for students' families or transferred to other schools, provided a notation is kept of the records copied or transferred.			
3	Charter School and the District shall each immediately identify an individual who will serve as the single point of contact for the entity regarding Charter School's close out activities.			
4	The District shall immediately notify Charter School in writing whether, on behalf of the State Superintendent of Public Instruction, it is taking over immediate and direct control of all Charter School's student and business records.			
Students and Families				
5	Charter School shall notify the family of each student enrolled of Charter School's closure. Unless the District otherwise directs, the notification shall be immediate in the case of a revocation that takes immediate effect or shall occur within three (3) days of Charter School's knowledge of the school closure.			
6	Charter School shall continue instruction until the end of the current academic year (unless a revocation takes immediate effect).			
7	If Charter School continues instruction to the end of the current academic year, report cards shall be issued to each student on the last day of class and Charter School also shall mail a copy of the report cards to the students' last known addresses.			
8	Charter School shall notify school districts of residence and the County Superintendent of Schools within fourteen days of the school's closure.			
9	Charter School shall cooperate with the District and provide information to students and families regarding alternative public school placements within 3 to 7 days of the announcement of Charter School's forthcoming closure, or immediately in the case of a revocation that takes immediate effect.			
10	Charter School shall offer to provide a copy of each student's cumulative file upon request of the student's family. Charter School shall endeavor to provide the copy within seven days of a request being received, ensuring that the documents are given to the family member identified as having legal custody or guardianship of the student.			
11	Charter School shall comply within three days to requests for the transfer of students' cumulative files to other public or private schools in which the students enroll.			

Item	Description	Responsible Party	Completion Date	Verification
12	Charter School shall promptly respond to inquiries from students and their families regarding Charter School's closure, the disposition of student records, and the alternative placement available to the students.			
13	Upon Charter School's knowledge of closure, Charter School shall immediately (no later than one (1) business day) provide the District with a list of students (names, addresses and phone numbers) in each grade level and the classes they have completed. Identify each student's district of residence, and a notation of where the student's records have been transferred. Charter School shall update the list upon request and shall provide a final list within ten (10) days of the closure.			
14	Charter School shall notify the SELPA within fourteen days of the closure, complete all documentation necessary for special education students and transfer copies of the student's records to the SELPA. In the case of an immediate closure, Charter School shall provide the foregoing information to the SELPA no later than five (5) days following closure.			
15	The District may prepare an information sheet regarding frequently asked questions about the closure. Charter School shall post the information sheet on its website and otherwise disseminate it as requested by the District.			
Student and Business Records				
16	<p>Once the closure procedures have been invoked, no student or business records shall be disposed of, moved, or duplicated without the express written consent of the District, except for the duplication or transfer of student cumulative files as noted.</p> <p>Charter School shall transfer to the District's Charter Office all of the following:</p> <ul style="list-style-type: none"> (1) All original and/or duplicate student and school records, including, without limitation, individual student records, discipline records, special education records, all state assessment results, fiscal information, teacher grade books, and attendance records; (2) All cum folders. The cum folders must be boxed and in alphabetical order by grade level; and (3) Student transcripts. The transcripts must be submitted on computer discs. 			

Item	Description	Responsible Party	Completion Date	Verification
	<p>All transfers of student records will be made in compliance with FERPA (20 U.S.C. § 1232g). Charter School will ask the District to store and maintain original records of Charter School students.</p> <p>Charter School shall transfer and maintain personnel records in accordance with applicable law.</p>			
17	At the point Charter School is closed, Charter School student and business records shall come under the exclusive control of the District which shall distribute, maintain, or dispose of the records as it determines appropriate.			
18	Charter School shall terminate all present leases, service agreements and other contracts solely involving Charter School that are not necessary for the closure of the school. Leases, service agreements, and contracts solely involving Charter School should be terminated in a cost-effective manner in order to minimize expenses.			
19	Charter School shall return grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, if any, as appropriate and submit a final expenditure report for all grants within fourteen days. Federal grants must be closed out, including the filing of the required Final Expenditure Reports and Final Performance Reports; completion of certain federal forms may apply if the school was receiving funds directly from the U.S. Department of Education.			
Faculty and Staff				
20	Charter School shall notify its faculty and staff of Charter School's closure, providing each with necessary information related to compensation and retirement, including, but not limited to, any optional benefits that they may continue after Charter School closes.			
21	Charter School may provide assistance to its faculty and staff in searching for and securing other employment.			
22	Charter School shall provide the District within fourteen days with a description of current and projected payroll and payroll benefits commitments through closure, including a list of each employee, and their job duties, and a projection of the funds necessary to: (1) transition the students and records; (2) complete all administrative closure related tasks; and (3) complete contracts and grants.			
23	Charter School shall provide the District within fourteen days with notice of any outstanding			

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

Item	Description	Responsible Party	Completion Date	Verification
	thereafter up to the point that Charter School is formally closed.			
31	Charter School, within 30 days, shall prepare and deliver to the District a comprehensive list of creditors and debtors.			
32	Charter School, within 30 days, shall prepare and deliver to the District a comprehensive inventory of all assets.			
33	Charter School, within 30 days shall prepare and deliver to the District a plan for the proposed disposal of all property owned by the school (and acquired with public funds) in order to maximize revenue in accordance with law, payment of any and all liabilities and the disbursement of any remaining assets of the school, liquidation of assets to pay off any and all outstanding liabilities, bearing in mind that assets paid for by state funds may be transferred in accordance with the nonprofit corporation's bylaws to another public agency such as another charter school. Assets donated to Charter School may be returned to donors or disposed of in accordance with donor's wishes. Net assets, after the payment of outstanding liabilities, if any, may be transferred to another public entity within Charter Corporation pursuant to applicable law or to another public agency such as another charter school.			
34	<p>Charter School shall arrange for preliminary (if necessary) and final closure audits to be paid for. The auditor engaged to perform the audit(s) shall be from the list of approved school auditors maintained by the California State Controller's Office and shall be approved by the District. The audit(s) at a minimum shall determine an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value; an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation; and an assessment of the disposition of any restricted funds received by or due to Charter School, the disposition of all assets and liabilities of Charter School and shall verify Charter School's comprehensive list of creditors and debtors, and the amounts owed or owing, as well as verify Charter School's comprehensive list of all assets by source, noting any restrictions on each asset's use.</p> <p>Charter School shall provide the District with copies of all Charter School financial records,</p>			

Item	Description	Responsible Party	Completion Date	Verification
	including but not limited to all accounting paperwork such as invoices, purchase orders, vendors, statements, cash receipts, cash disbursements, payroll documentation, accounts receivable and payable and all financial reports. Charter School shall timely respond to the District's request(s) for financial information.			
35	Any assets belonging to the District or District property will be promptly returned upon Charter School's closure to the District. Charter School will complete and file any and all required reports, including annual reports required pursuant to Education Code § 47604.33.			
Closure				
36	Following the resolution of all outstanding assets and liabilities, Charter School shall be closed.			

Fresno Unified School District
Board Agenda Item

Board Meeting Date: August 11, 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 Amendment of California School Management Agreement for Emergency Connectivity Fund Applications

ITEM DESCRIPTION: Included in the Board binders is an amendment to the existing agreement with California School Management (CSM). CSM will assist the district in the creation and submission of compliant forms and applications required for participation in the Emergency Connectivity Fund (ECF). The Emergency Connectivity Fund, under the administration of the Federal Communications Commission (FCC), provides funding for devices and internet service to eligible schools and libraries to support unserved or underserved students, school staff and library patrons while off-campus.

Eligible schools and libraries can apply for funding for eligible equipment and services that will be purchased between July 01, 2021 and June 30, 2022. Funding is specific to meeting the needs of students, school staff, and library patrons who would otherwise lack access to connected devices and broadband connections sufficient for off campus learning during the 2021/22 school year.

FINANCIAL SUMMARY: The cost of the consulting service is 1% of ECF program applications submitted, not to exceed a total cost of \$50,000. Sufficient funds are available in the Information Technology budget. The ECF applications will be submitted prior to the submission deadline of August 13, 2021.

PREPARED BY: Tami Lundberg,
Chief Technology Officer

DIVISION: Information Technology
PHONE NUMBER: (559) 457-3868

CABINET APPROVAL: Tami Lundberg,
Chief Technology Officer

SUPERINTENDENT APPROVAL:







Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

CSM Counselling INC.		P.O. Box 4408, El Dorado Hills, CA 95762-0018	
Vendor Name		Address	
909-652-9104		Kimberly Friends	
Phone Number		Vendor Contact	
From: July 1, 2021		Through: June 30, 2022	
Term (Duration)			
FUSD Contract Administrator:		Information Technology x76104	
Tami Lundberg			
Name		Site/ Dept Telephone number	
Budget (Fund-Unit-Dept.-Activity-Object)		030-0140-0923-0000-8100-5900	

Annual Cost \$ 115,000.00 (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:

CSM Shall provide completed forms and process related to all Category One and Category Two application of the Federal Communications Commissions E-Rate Filings with the School and Library Division.

Date Item is to appear on Board of Education Agenda: 06/16/21 Agenda Item # TBF (Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

Tami Lundberg

Digitally signed by Tami Lundberg
Date: 2021.05.14 15:43:57 -07'00'

Signed

Date

Reviewed & approved by Executive Director, Risk Management:

Signed

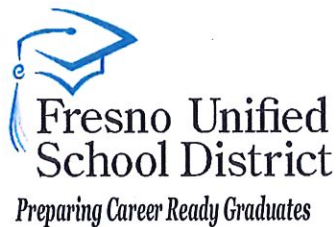
Date

Please return signed contract to:
Steve Evans

Name

Information Technology - x73180

Department



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

Information Technology

School/Department Budget: 030-0140-0923-0000-8100-5900

District Contact Person: Philip Neufeld

Budget Manager Approval: Tami Lundberg Digitally signed by Tami Lundberg
Date: 2021.05.14 15:44:21 -07'00'

Contractor's Vendor Name: CSM Counsulting INC.

Contractor's Contact Person: Kimberly Friends

Contractor's Title: VP, E-Rate Compliance Services

Contractor's Telephone Number: 909-652-9104

Contractor's E-mail: kfriends@csmcntral.com

Contractor's Address: P.O. Box 4408, El Dorado Hills, CA 95762-0018

Contractor's Taxpayer ID# or SSN#: (on file with purchasing)

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").

1. Contractor Services. Contractor agrees to provide _____

CSM Shall provide completed forms and process related to all Category One and Category Two application of the Federal Communications Commissions E-Rate Filings with the School and Library Division.

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 \$ 115,000 per N/A, not to exceed \$ 115,000.00. Checks will be made payable to CSM Consulting INC.. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

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

- 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): \$ 115,000.00
- f. Other \$ 0.00

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

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

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

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

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

Contractor's initials [Signature]

District's initials [Signature]

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

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

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

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

13. Confidential Information

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

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

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

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

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

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

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

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

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

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

Contractor's initials  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:

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

Contractor: CSM COUNSULTING INC.

Name: Kimberly Friends

Address:

P.O. Box 4408
El Dorado Hills, CA 95762

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

Jun 28, 2021

Date

CONTRACTOR

CSM Counselling INC.



Digitally signed by David T Cichella
DN: cn=David T Cichella, gn=David T Cichella,
c=US, United States, l=US, United States,
e=dcichella@cscentral.com
Date: 2021-05-14 10:53:07-00

Name: Kimberly Friends, **Title:** VP, E-Rate Compliance

May 14, 2021

Date

Approved As To Form:



Andrew De La Torre, Executive Director
Benefits and Risk Management

5/29/2021

Date



CONTRACT FOR E-RATE COMPLIANCE SERVICES

This agreement is made and entered by and between **Fresno Unified School District**, a local education agency ("District") and CSM Consulting, Inc., a California Corporation ("Consultant").

RECITALS

- A. District desires to have a Consultant to prepare documentation, forms and applications regarding the Federal Communications Commission ("FCC") E-Rate program.
- B. District has the authority to enter into an Agreement with a Consultant for purposes of complying with the FCC E-Rate program.
- C. Consultant is duly qualified to provide the services called for in this Agreement in consideration for the fee stipulated in this Agreement.

I. CONSULTANT'S RESPONSIBILITIES – SCOPE OF SERVICE

- 1. Shall provide to District completed forms and processes related to all Category One and Category Two applications of the Federal Communications Commission E-Rate filings with the schools and library division ("SLD") during the term of this Agreement as shown in Section IV., 1. Services provided under this agreement to include the following:
 - Assist and coordinate the preparation and filing of FCC Forms: 470, 471, 486 and 500.
 - Assist and coordinate the preparation and filing of:
 - Item 21 Attachments
 - Form 472 (Billed Entity Applicant Reimbursement Form BEAR) and/or vendor specific discount forms (i.e. Data Gathering Form, Existing Services List, etc.)
 - Implementation Deadline Extension Request (ImDER)
 - Invoice Deadline Extension Request (IDER)
 - Service Provider Identification Number (SPIN) Change Requests
 - Service Substitution Requests
 - Service Certifications
 - Program Integrity Assurance (PIA)
 - Payment Quality Assurance (PQA) requests
- 2. Act as District's main point of contact with the SLD.
- 3. Assist District on E-Rate compliance including updates on rule or regulatory changes, as applicable.

II. DISTRICT RESPONSIBILITIES

- 1. Provide all required information and data for filing all forms with the SLD in a timely manner and all required and requested data for filing the Form 471 at least thirty (30) days prior to USAC's Form 471 filing deadline.
- 2. Take such official action, such as review of Consultants drafts and promptly sign and return all forms required for filing with a third party in a timely manner so that Consultant can perform its obligations under this Agreement.
- 3. Promptly pay Consultant its fee for services rendered. All payments are due and payable within 30 days after delivery to the District of the invoice.
- 4. Sign, date and certify all forms filed by Consultant on District's behalf.

III. COST

1. **Pricing.** The cost for services rendered regarding the E-Rate application process, as referred to in Section I of this agreement, will be invoiced and due to the Consultant as follows:

Base contract amount ("Base Amount") of **\$78,500** plus;

An amount equal to six percent (6%) of Category Two applications submitted during the Term of this Agreement, not to exceed a total amount of **\$36,500** ("C2 Amounts").

Invoices for the Base Amount will be provided monthly (or quarterly) continuing through June 30, 2022.

Invoice(s) for C2 Amounts will be provided upon completion of the annual E-Rate Form 471 submission process applicable to Category Two submissions during the Term(s) of this Agreement.

The amounts in this section do not include any costs related to additional Professional Services offered by Consultant that may be requested by the District as shown in Section IV., 4. and 5 below.

IV. MISCELLANEOUS

1. **Term.** The term ("Term") of this agreement shall be one (1) year commencing as of July 1, 2021, or upon execution (whichever is later), through June 30, 2022.
2. **Modifications.** This Agreement may be modified only by a written amendment to this Agreement, executed by both parties.
3. **Independent Contractor.** While engaged in carrying out and complying with the terms and conditions of the Agreement, Consultant is an independent contractor and not an officer, employee, or agent of the District.
4. **Additional Professional Services not included in SECTION I CONSULTANT RESPONSIBILITIES – SCOPE OF SERVICE.**
 - A. Services and costs in this section are not included in Section I (Consultant Responsibilities – Scope of Service) and Section III (Cost). At the written request of the District, the Consultant may provide the additional Professional Services listed below, based upon the following hourly rates.

Officer/Principal	\$175 per hour
Information Technology Consultant/Director	\$150 per hour
Lead Consultant	\$120 per hour
Specialist	\$80 per hour

An authorized agent of the District may request the services below via written request to the Consultant. The Consultant will provide the District with an estimate of the number of hours and rates to complete the requested task. Consultant will provide a quote in the form of an email, hard copy quote, electronic copy quote or other means, as appropriate and acceptable to the District and Consultant. These Professional Services may include but are not limited to the following:

- Assist in the preparation of RFPs/RFIs/RFQs, etc., including technical specs

- Surveys (alternate discount method)
- Comprehensive Technology Plan Writing
- Coordination of response to Special Compliance Reviews
- Selective Review Information Request (SRIR)
- Preparation of USAC and/or FCC appeals
- Technology Plan and Technology Plan Addenda preparation, technology needs assessment, etc.
- Audit support, including Beneficiary Contributor Audit Program
- Preparation of documentation/reports/presentations for Board meetings or other special meetings
- Assess and process issues with prior E-Rate applications not previously contracted by with Consultant (invoiced at ten percent 10% of amount recovered)
- Travel expenses for any on-site meetings including hourly rate, standard mileage reimbursement and actual accommodation/travel expense (including airfare if applicable)
- Other E-Rate related services

5. **Conflict of Interest.** No business or personal relationship exists between any school employee and the service provider.

6. **Attorney's Fees and Costs.** In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, each party shall bear its own attorney fees, together with any costs and expenses to resolve the dispute and to enforce the final judgment.

7. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall not be affected.

8. **Notices.** All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope postage prepaid and deposited with a United States Post Office for delivery by first class and certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

**Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721**

CSM Consulting, Inc.
P.O. Box 4408
El Dorado Hills, CA 95762-0018

9. **Limitation of Liability.** The aggregate liability in connection with any claim arising out of or relating to this agreement whether in contract, tort or otherwise, shall be limited to an amount equivalent to the fee(s) paid by the District to Consultant for services performed pursuant to this Agreement. Consultant shall not in any circumstances be liable to District, whether in contract, tort or otherwise, for any special, indirect, incidental, or consequential damages of any kind whatsoever whether Consultant is made aware in any way due to, resulting from, or arising in

connection with the services performed by Consultant pursuant to this Agreement. District's right to monetary damages listed above in that amount shall be in lieu of all other remedies that District may have.

10. **Governing Law.** The validity of this Agreement and each of its terms and provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with the law of the State of California.
11. **Authority.** The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to execute and contractually bind their respective legal entities.
12. **Entire Agreement.** ~~This Agreement supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this Agreement.~~ This Agreement contains all of the covenants and agreements between the parties with respect to the subject of this Agreement, and each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except the covenants and agreements embodied in this Agreement. No agreement, statement, or promise not contained in this Agreement shall be valid or binding on the parties with respect to the subject of this Agreement.

Executed in _____, This _____ day of 14, 2021.



Vice President

David T. Cichella



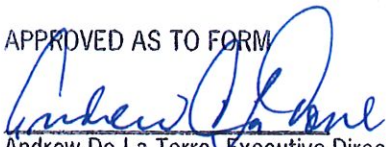
Title Chief Financial Officer

Santino Danisi

Print Name

Fresno Unified School District

APPROVED AS TO FORM



Andrew De La Torre, Executive Director
Benefits & Risk Management






061 CSM Consulting Inc.

Final Audit Report

2021-06-28

Created:	2021-06-28
By:	Sharon McGinnis (sharon.mcginis@fresnounified.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAABo_hJdURIYArO-ar5Gw0cW9pqJU2dAI

"061 CSM Consulting Inc." History

-  Document created by Sharon McGinnis (sharon.mcginis@fresnounified.org)
2021-06-28 - 10:25:45 PM GMT- IP address: 206.78.212.250
-  Document emailed to Santino Danisi (santino.danisi@fresnounified.org) for signature
2021-06-28 - 10:29:19 PM GMT
-  Email viewed by Santino Danisi (santino.danisi@fresnounified.org)
2021-06-28 - 11:13:47 PM GMT- IP address: 104.47.56.126
-  Document e-signed by Santino Danisi (santino.danisi@fresnounified.org)
Signature Date: 2021-06-28 - 11:14:41 PM GMT - Time Source: server- IP address: 206.78.213.56
-  Agreement completed.
2021-06-28 - 11:14:41 PM GMT



**ADDITIONAL COMPLIANCE SERVICES - FCC EMERGENCY CONNECTIVITY FUND PROGRAM - \$7.17
BILLION**

This request for Additional Compliance Services is pursuant to the existing Contract for E-Rate Compliance Services CSM Consulting, Inc. ("Consultant") and **Fresno Unified School District** ("District").

WHEREAS, the Federal Communications Commission ("FCC") has established the Emergency Connectivity Fund Program ("ECF"), to help schools and libraries by funding connected devices and broadband connections for students, school staff, and library patrons, who would otherwise lack sufficient access to fully engage in remote learning and virtual library services, during the COVID-19 pandemic.

The District desires that the Consultant utilize the established filing and reporting guidelines to assist the District in creating the required forms and applications to be reimbursed for eligible costs as outlined in the FCC Report and Order FCC 21-58 related to the ECF.

The Consultant shall provide to District completed forms and processes related to all ECF applicable applications (excluding applications for non-commercially available broadband service) of the Federal Communications Commission ECF Program. Additional Compliance Services provided to include the following:

Assist and coordinate the preparation and filing of FCC ECF forms.

Assist and coordinate the preparation and filing of:

- Item 21 (or applicable) Attachments
- Invoicing and Reimbursement forms and documentation
- Service Provider Identification Number (SPIN) Change Requests (if applicable)
- Service Substitution Requests
- ECF Program Certifications
- Program Integrity Assurance (if applicable)
- Payment Quality Assurance requests (if applicable)

Act as District's main point of contact with the Universal Service Administrative Company, the FCC, and any other governmental agency or service provider that is necessary to assist the District participate in the ECF.

Assist District on ECF Program compliance including updates on rule or regulatory changes.

The District will provide the Consultant with appropriate supporting documentation in a timely manner in order to ensure that established FCC timelines may be met.

The cost for services rendered regarding the ECF Program application process, as referred to above, will be invoiced and due to the Consultant as follows:

An annual amount equal to 1% of ECF Program applications submitted during the Term of this Agreement, not to exceed a total amount of \$50,000.

Invoices for the service will be provided to the District upon notification of funding decision.

If applicable, the parties reaffirm no other terms or conditions of the above-mentioned original contract not hereby otherwise modified or amended shall be negated or changed as a result of these Additional Services.

If the District would like us to proceed with this service, please sign and return this acceptance letter and return to us at your earliest convenience. Please feel free to email a signed copy to our Contracts Department at contracts@csmcentral.com.

Sincerely,



David Cichella

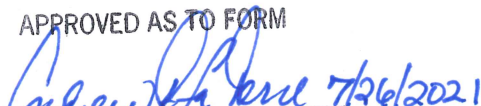
Please sign and date below if the District chooses to engage CSM to provide the additional compliance services listed above:

District Representative Signature

Date

Print Name Here: _____

APPROVED AS TO FORM


7/26/2021
Andrew De La Torre, Executive Director
Benefits & Risk Management

Fresno Unified School District
Board Agenda Item

Board Meeting Date: August 11, 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 Award of Bid 22-01, Addams Elementary School Building Additions and Modernization

ITEM DESCRIPTION: Included in the Board binders is information on Bid 22-01, for construction of a new five-classroom early learning building, seven new primary grade modular classrooms, administration building with student support spaces, and site improvements at Addams Elementary School. The project also includes relocation of the main campus entry from West McKinley Avenue to North Hughes Avenue for increased pedestrian and vehicular safety, new parking and student drop-off areas, accessibility improvements, and removal of a 66-year-old building and 13 modular buildings ranging from 23-56 years old.

The request for bids was lawfully advertised on June 01, 2021. Notifications were sent to 69 firms plus five construction trade publications, and the district received two responses. Bids were opened on June 29, 2021. The bid amount for this project is approximately 20% above the original estimate and reflects recent construction cost escalation being experienced regionally and nationally, as reported in a June 18, 2021 Board Communication. The project architect reviewed the bid results and determined they are consistent with the current bid climate.

Staff recommends award to the lowest responsive, responsible bidder:

AMG & Associates, Inc. (Santa Clarita, California) \$11,654,000

The tabulation and a site plan are attached. Bid specifications are available for review in the Purchasing Department.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$11,654,000 are available in the Measure M Fund.

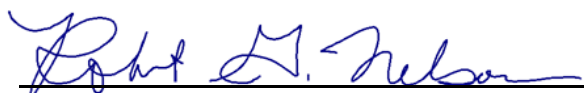
PREPARED BY: Alex Belanger, Asst. Supt.,
Facilities, and Ann Loorz, Exec. Dir., Purchasing

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. 22-01, ADDAMS ELEMENTARY SCHOOL BUILDING ADDITIONS AND MODERNIZATION

Bid Opening Date: June 29, 2021 prior to 2:01 P.M.

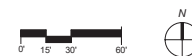
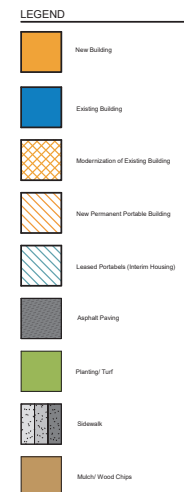
Buyer: Ann Loorz

CONTRACTOR	CITY	BASE BID 1 ADDAMS ES BLDG ADDITIONS AND MODERNIZATION	ADD ALT 1A MODERNIZATION OF WEST STAFF PARKING LOT	TOTAL BID AMOUNT	RECOMMENDED AWARD AMOUNT
AMG & Associates, Inc.	Santa Clarita	\$11,557,000	\$97,000	\$11,654,000	\$11,654,000
Davis Moreno Construction, Inc.	Fresno	\$11,990,000	\$85,000	\$12,075,000	

Low bid determined by Base Bid 1 plus Add Alternate 1A:

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

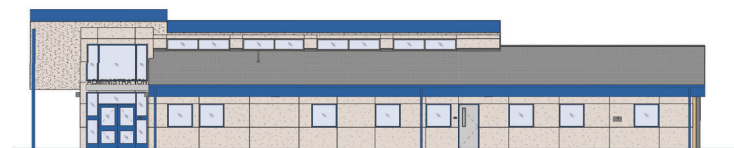
Staff recommends award of \$11,654,000, the lowest responsive, responsible bidder for Base Bid 1 and Add Alternate 1A.



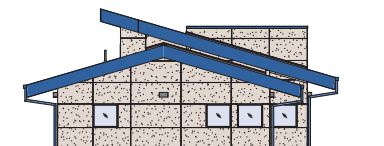
OVERALL SITE PLAN

Fresno Unified School District
Addams Elementary School Building Additions and Modernization
2117 W McKinley Ave, Fresno, CA 93728

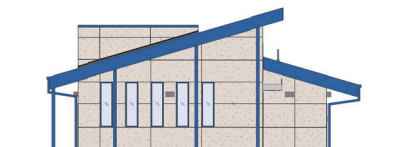




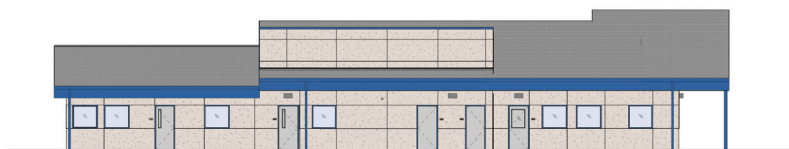
East



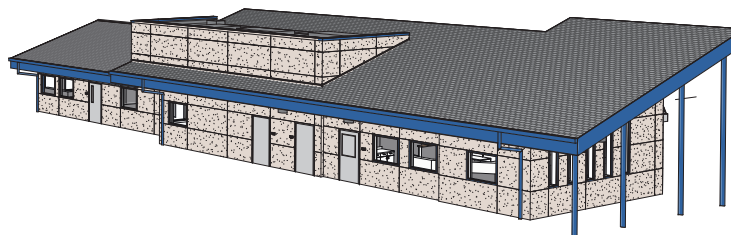
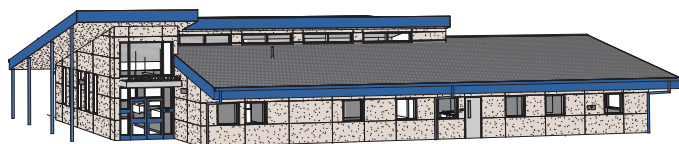
North



South



West

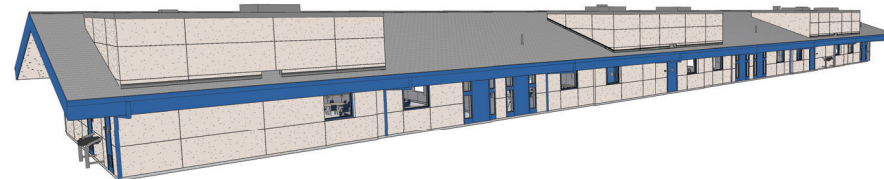
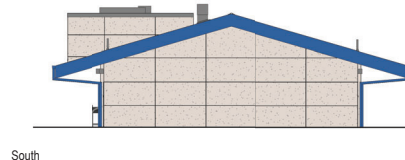
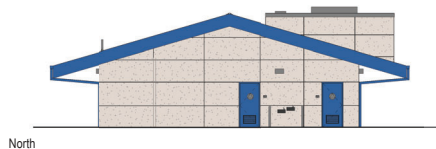
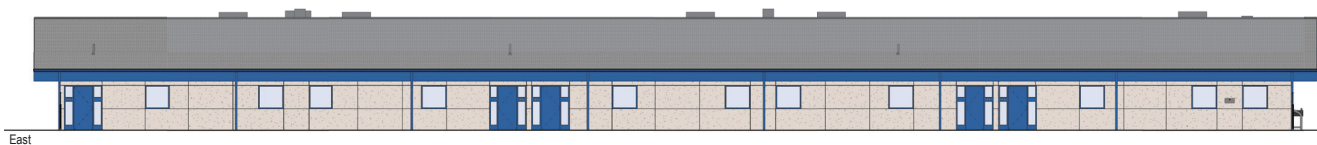


Date: 02/03/21

Administration Building

Fresno Unified School District
Addams Elementary School Building Additions and Modernization
2117 W McKinley Ave, Fresno, CA 93728





Date: 02/03/21

Kindergarten Building

Fresno Unified School District
Addams Elementary School Building Additions and Modernization
2117 W McKinley Ave, Fresno, CA 93728



Fresno Unified School District
Board Agenda Item

Board Meeting Date: August 11, 2021

AGENDA ITEM A-10

AGENDA SECTION: A

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

ACTION REQUESTED: Approve and Adopt

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

TITLE AND SUBJECT: Approve Proposed Revisions and Adopt Revised Board Policy

ITEM DESCRIPTION: Included in the Board binders is revised Board Policy (BP):

- 6158 Independent Study.

The revised board policy meets the legal mandates recommended by the California School Boards Association (CSBA).

Currently the Superintendent, in accordance with Board Bylaw 9301-Board Policies, is recommending the Board waive the second reading for approval and adopt the revised Board Policy.

Revision recommendations are color coded as follows:

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

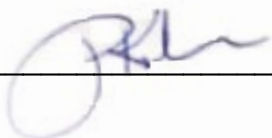
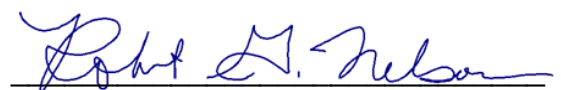
FINANCIAL SUMMARY: There is no fiscal impact to the district at this time.

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 Board Policy (BP) 6158 Independent Study

The Governing Board recognizes its responsibility for the education of all youths in the school system. The Board authorizes Independent Study (IS) as an optional alternative instructional strategy for eligible students whose needs may best be met through study outside of the regular classroom setting.

~~Independent Study IS~~ shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. ~~and enabling students to reach curriculum objectives and fulfill graduation requirements.~~ As necessary to meet student needs, ~~Independent Study IS~~ may be offered on a full-time basis or on a part-time basis in conjunction with part- or full-time classroom study.

(cf. 0420.4 - Charter Schools)

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6181 - Alternative Schools/Programs of Choice)

(cf. 6200 - Adult Education)

The Superintendent or designee may provide a variety of (IS) opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, and an online course.

A student's participation in ~~independent study IS~~ shall be voluntary. ~~Students participating in independent study shall have the right, at any time, to enter or return to the regular classroom mode of instruction.~~ (Education Code 51747, 51749.5; 5 CCR 11700)

(IS) for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' (IS) shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

~~The district shall provide appropriate existing services and resources to enable students to complete their independent study successfully and shall ensure the same access to all existing services and resources in the school in which the student is enrolled as is available to all other students in the school.~~ (Education Code 51746)

~~The Superintendent or designee shall approve independent study for an individual student only upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than they would in the regular classroom.~~

The minimum period of time for any ~~independent study IS~~ option shall be ~~five~~ ~~three~~ consecutive school days.

~~Independent Study in grades K-12 will require commitment by the student, parents/guardians, credentialed teacher, and others who may assist directly with instruction.~~

~~No course required for high school graduation shall be offered exclusively through independent study. (Education Code 51745)~~

General Independent Study Requirements ~~Master Agreements and Assignment Contracts~~

~~For the 2021-22 school year, the district shall offer IS, as specified in Education Code 51745, to meet the educational needs of students unless the district has obtained a waiver. The Superintendent or designee shall ensure that a written Independent Study agreement, as prescribed by law, exists for each participating student. (Education Code 51745)~~

For the 2022-23 school year and thereafter, the Superintendent or designee may continue to offer and approve IS for an IS upon determining that the student is prepared to meet the district's requirements for IS and is likely to succeed in IS as well as or better than the student would in the regular classroom setting.

Because excessive leniency in the duration of IS assignments may result in a student falling behind peers and increase the risk of dropping out of school, ~~The written agreement shall specify the length of time in which each independent study IS assignments shall must be completed~~ no more than one week after assigned for all grade levels and types of program. However, when necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due, up to the termination date of the agreement.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in (IS) whenever the student fails to make satisfactory educational progress and/or misses three assignments.

Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)

1. The student's achievement and engagement in the IS program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060
2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments
3. Learning required concepts, as determined by the supervising teacher
4. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher

The Superintendent or designee shall ensure that students participating in IS are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. (Education Code 51747)

The Superintendent or designee shall ensure that students participating in IS for 15 school days or more receive the following throughout the school year: (Education Code 51747)

1. For students in grades transitional kindergarten (TK), kindergarten, and grades 1 to 3, opportunities for daily synchronous instruction
2. For students in grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction
3. For students in grades 9-12, opportunities for at least weekly synchronous instruction

The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students who are not generating attendance for more than three school days or 60 percent of the instructional days in a school week, or who are in violation of their written agreement. This requirement only applies to students participating in an IS program for 15 school days or more. The procedures shall include, but are not necessarily limited to, all of the following: (Education Code 51747)

1. Verification of current contact information for each enrolled student
2. Notification to parents/guardians of lack of participation within one school day of the absence or lack of participation
3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary
4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the IS program's impact on the student's achievement and well-being

The Superintendent or designee shall develop a plan to transition students whose families wish to return to in-person instruction from IS expeditiously, and, in no case later, than five instructional days. This requirement only applies to students participating in an IS program for 15 school days or more. (Education Code 51747)

The Superintendent or designee shall ensure that a written master agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)

The district shall provide written notice to the parents/guardians of all enrolled students of the option to enroll their child in in-person instruction or IS during the 2021-22 school year. This notice shall be posted on the district's web site, and shall include, at a minimum, information about the right to request a student-parent-educator conference before enrollment, student rights regarding procedures for enrolling, disenrolling, and reenrolling in IS, and the instructional time, including synchronous and asynchronous learning, that a student will have access to as part of IS. (Education Code 51747)

Upon the request of the parent/guardian of a student, before making a decision about enrolling or disenrolling in IS and entering into a written agreement to do so, the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, or their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in IS. (Education Code 51747)

Master Agreements

For the 2021–22 school year only, the district shall obtain a signed written agreement for IS no later than 30 days after the first day of instruction.

A written agreement shall be developed and implemented for each student participating in IS for three or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The IS agreement for each participating student also shall include, but are not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. The frequency, time, place and manner for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the

student's academic progress

2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in IS
5. The duration of the IS agreement, including the beginning and ending dates for the student's participation in IS under the agreement, with a maximum of one school year
6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.
8. A statement that IS is an optional educational alternative in which no student may be required to participate
9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through IS only if the student is offered the alternative of classroom instruction.
10. Before the commencement of IS, the agreement shall be signed and dated by the student, the student's parent/guardian or caregiver if the student is under age 18 years, the certificated employee responsible for the general supervision of IS, and all persons who have direct responsibility for providing assistance to the student.

However, for the 2021-22 school year, the district shall obtain a signed written agreement for IS from the student, or the student's parent/ guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of IS, and all persons who have direct responsibility for providing assistance to the pupil, no later than 30 days after the first day of instruction.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through IS.

Course-Based Independent Study

The district's course-based IS program for students in grades K-12 shall be subject to the following requirements: (Education Code 51749.5)

1. A signed learning agreement shall be completed and on file for each participating student pursuant to Education Code 51749.6
2. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district,

charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction

3. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality and to provide intellectual challenge that is substantially equivalent to in-person, classroom-based instruction, and shall be aligned to all relevant local and state content standards. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. The certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses. The certification shall also include plans to provide opportunities for students in grades TK, kindergarten, and grades 1-3 to receive daily synchronous instruction, for students in grades 4-8, to receive both daily live interaction and at least weekly synchronous instruction, and for students in grades 9-12 to receive at least weekly synchronous instruction.
4. Students enrolled in IS courses shall meet the applicable age requirements established pursuant to Education Code 46300.1, 46300.4, 47612, and 47612.1, and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 47612, 48204, and 51747.3.
5. For each student participating in an IS course, satisfactory educational progress shall be determined based on the student's achievement and engagement in the IS program, as indicated by their performance on applicable student-level measures of student achievement and student engagement set forth in Education Code 52060, completion of assignments, assessments, or other indicators that evidence that the student is working on assignments, learning of required concepts, as determined by the supervising teacher, and progress toward successful completion of the course of study or individual course, as determined by the supervising teacher.

If satisfactory educational progress in an IS class is not being made, the teacher shall notify the student and, if the student is under age 18 years, the student's parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether the student should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

Procedures for tiered reengagement strategies shall be used for all students who are not making satisfactory educational progress in one or more courses or who are in violation of the written learning agreement, as described in the section "Learning Agreement for Course-Based Independent Study" below. These procedures shall include, but are not necessarily limited to, the verification of current contact information for each enrolled student, notification to parents/guardians of lack of participation within one school day of the absence or lack of participation, a plan for outreach from the school to determine student needs, including connection with health and social services as necessary, and a clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the IS program's impact on the student's achievement and well-being.

6. Examinations shall be administered by a proctor.
7. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.

8. A student shall not be required to enroll in courses included in the course-based IS program.
9. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.
10. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208.
11. Courses required for high school graduation or for admission to the University of California or California State University shall not be offered exclusively through IS.
12. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011.
13. A student shall not be prohibited from participating in IS solely on the basis that the student does not have the materials, equipment, or access to Internet connectivity necessary to participate in the course.
14. A student with disabilities, as defined in Education Code 56026, shall not participate in course-based IS, unless the student's individualized education program specifically provides for that participation.
15. A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through course-based IS.
16. The district shall maintain a plan to transition any student whose family wishes to return to in-person instruction from course-based IS expeditiously, and, in no case, later than five instructional days.

Learning Agreement for Course-Based Independent Study

Before enrolling a student in a course within this program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, the student's parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. A summary of the district's policies and procedures related to course-based IS pursuant to Education Code 51749.5
2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to item #2 above
3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years
4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program
5. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
6. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.
7. A statement that enrollment is an optional educational alternative in which no student may be required to participate. In the case of a student who is suspended or expelled, or who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the student through course-based IS only if the student is offered the alternative of classroom instruction.

8. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent/guardian regarding a student's academic progress.
9. The objectives and methods of study for the student's work, and the methods used to evaluate that work.
10. A statement of the adopted policies regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether the student should be allowed to continue in course-based IS.
11. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the learning agreement, to be earned by the student upon completion.
12. Before the commencement of an IS course, the learning agreement shall be signed and dated by the student, the student's parent/guardian or caregiver, if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the IS course, and all persons who have direct responsibility for providing assistance to the student. For purposes of this paragraph "caregiver" means a person who has met the requirements of Family Code 6550-6552.

However, for the 2021–22 school year only, the district shall obtain a signed written agreement for IS from the student, or the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the IS course, and all persons who have direct responsibility for providing assistance to the pupil no later than 30 days after the first day of instruction.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the CDE. (Education Code 51749.6)

The student's or parent/guardian's signature shall constitute permission for the student to receive instruction through IS. (Education Code 51749.6)

The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (Education Code 51749.6)

Student-Parent-Educator Conferences

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or if requested by a parent/guardian prior to enrollment or disenrollment from IS. (Education Code 51745.5, 51747, 51749.5)

Records for Audit Purposes

The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to IS
2. A listing of the students, by grade level, program, and school, who have participated in IS, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that the teacher has personally evaluated the

- work or personally reviewed the evaluations made by another certificated teacher
4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons
 5. Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5)
 6. Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the IS of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which IS is provided. A student who does not participate in IS on a school day shall be documented as non-participatory for that school day. (Education Code 51747.5)

The Superintendent or designee also shall maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for IS assignments. (Education Code 51747.5)

~~The above records shall be maintained for three years, excluding the current fiscal year.~~

The signed, dated agreement, any supplemental agreement, assignment records, work samples, and attendance records may be maintained on file electronically. ~~When any student fails to complete an assignment, the school site may conduct an evaluation to determine whether it is in the student's best interest to remain in Independent Study. A written report shall be kept in the students' folder and/or permanent file.~~ (Education Code 51747 (b))

Program Evaluation

~~The Superintendent or designee shall establish regulations to implement this policy in accordance with law.~~

~~Supervising teachers should establish an appropriate schedule for student-teacher conferences in order to help identify students falling behind in their work or in danger of failing or dropping out of school. Except in unusual circumstances, it is expected that the supervising teacher will meet, either in person or by electronic means, with each participating student at least once a week to discuss and collect assigned work.~~

~~(cf. 5147 – Dropout Prevention)~~

~~Missing appointments with the supervising teacher without valid reasons also may trigger an evaluation to determine whether the student should remain in independent study.~~

The Superintendent or designee shall annually report to the Board the number of students participating in independent study IS, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of IS students who graduate or successfully complete IS. Based on the program evaluation, the Board and Superintendent shall

determine areas for program improvement as needed.

(cf. 0500 - Accountability)

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 6162.5 - Student Assessment)

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.

Legal Reference:

EDUCATION CODE

17289 Exemption for facilities

41976.2 Independent study programs; adult education funding

42238 Revenue limits

44865 Qualifications for home teachers and teachers in special classes and schools; consent to assignment

46300-46300.6 Methods of computing ADA

47612.5 Independent study in charter schools

48204 Residency based on parent employment

48206.3 Home or hospital instruction; students with temporary disabilities

48220 Classes of children exempted

48340 Improvement of pupil attendance

48915 Expulsion; particular circumstances

48916.1 Educational program requirements for expelled students

48917 Suspension of expulsion order

51225.3 Requirements for high school graduation

51745-51749.3 Independent study programs

52522 Adult education alternative instructional delivery

52523 Adult education as supplement to high school curriculum

56026 Individuals with exceptional needs

58500-58512 Alternative schools and programs of choice

FAMILY CODE

6550 Authorization affidavits

CODE OF REGULATIONS, TITLE 5

11700-11703 Independent study

19819 State audit compliance

COURT DECISIONS

Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365

EDUCATION AUDIT APPEALS PANEL DECISIONS

Lucerne Valley Unified School District, Case No. 03-02 (2005)

Management Resources:

CDE PUBLICATIONS

Independent Study Operations Manual, 2000 edition

WEB SITES

California Consortium for Independent Study: <http://www.ccis.org>

California Department of Education, Independent Study: <http://www.cde.ca.gov/sp/eo/is>

Policy FRESNO UNIFIED SCHOOL DISTRICT

Adopted: March 26, 1992 Fresno, California

Reviewed: August 25, 1999

Revised: August 24, 2005

Revised: June 1, 2016

Revised: August __, 2021

Policy Section: 6000 Instruction

Fresno Unified School District
Board Agenda Item

Board Meeting Date: August 11, 2021

AGENDA ITEM A-11

AGENDA SECTION: A

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

ACTION REQUESTED: Deny

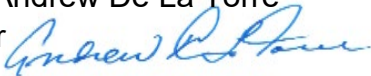
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Deny Claim GL19-0919-5487

ITEM DESCRIPTION: Included in the Board binders is a Claim for Damages by Keona Smith, case GL19-0919-5487. The Superintendent recommends that the Claim be denied, and the matter referred to the district's Executive Director of Benefits and Risk Management for further handling.

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

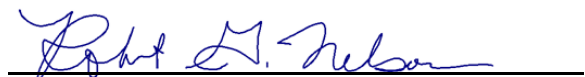
PREPARED BY: Andrew De La Torre
Executive Director



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

CABINET APPROVAL: Santino Danisi
Chief Financial Officer

SUPERINTENDENT APPROVAL:



FRESNO UNIFIED SCHOOL DISTRICT CLAIM FOR DAMAGES

To Person or Property

<p style="text-align: center;">INSTRUCTIONS</p> <ul style="list-style-type: none"> Claims for death, injury to person, or to personal property must be filed not later than six (6) months after the occurrence. (Gov. Code Sec 911.2). Claims for damages to real property must be filed not later than one year after the occurrence. (Gov. Code Sec 911.2). Read entire Claim Form before filing. Claim must be filed by claimant or person acting on claimant's behalf. Give relationship to claimant. Attach separate sheets, if necessary, to give full detail. (SIGN EACH SHEET) 		<p>RESERVED FOR FILING STAMP CLAIM NO.</p> <p style="font-size: 2em; opacity: 0.5; transform: rotate(-15deg); position: absolute; top: 0; right: 0;">RECEIVED</p> <p style="font-size: 1.2em;">JUN 28 2021</p> <p style="font-size: 0.8em;">BENEFITS AND RISK MANAGEMENT FRESNO UNIFIED SCHOOLS</p>	
<p>1. Name of Claimant</p> <p style="font-size: 1.2em;">KEONA SMITH</p>		<p>2. Birthdate of Claimant</p> <p style="font-size: 1.2em;">7-11-1988</p>	
<p>3. Home Address of Claimant</p> <p style="font-size: 1.2em;">5324 Naranja St., San Diego, CA 92114</p>		<p>4. Home Telephone Number</p> <p style="font-size: 1.2em;">619-761-1721</p>	
<p>5. Business Address of Claimant</p> <p style="font-size: 1.2em;">N/A</p>		<p>6. Business Telephone Number</p> <p style="font-size: 1.2em;">N/A</p>	
<p>7. Give Address of which you desire notices or communication to be sent regarding this claim:</p> <p style="font-size: 1.2em;">9655 Granite Ridge Drive, Suite 200, San Diego, CA 92123</p>			
<p>8. How and under what circumstances did DAMAGE or INJURY occur? Give full details:</p> <p style="font-size: 1.2em;">SEE, ATTACHMENT / MINOR doc of Fetal Physical Child Abuse Syndrome w/ malnutrition. School personnel failed to report suspicion of child abuse</p>			
<p>9. When did DAMAGE or INJURY occur? Give full particulars, date time of day:</p> <p style="font-size: 1.2em;">Ongoing child abuse from 8-19 to 4-17-21</p>			
<p>10. Where did DAMAGE or INJURY occur? Describe fully. Use reverse side of this sheet to diagram accident, where appropriate. Give street names, addresses, measurements, etc.</p> <p style="font-size: 1.2em;">MINOR was beaten to death while a student at Balderns Elementary School</p>			
<p>11. What particular ACT or OMISSION by the District or its employees do you claim caused the alleged INJURY or DAMAGE? Give names of District employees causing the alleged INJURY or DAMAGE, if known:</p> <p style="font-size: 1.2em;">SEE, ATTACHMENT</p>			
<p>12. Amount Claimed (including the estimated amount of any prospective injury, damage or loss together with the basis of computation of the amount claimed). If the amount claimed exceeds \$10,000.00, no dollar amount shall be included. However, you shall indicate whether the claim would be a limited civil case. (Refer to California Government Code Section 910(f))</p> <p style="font-size: 1.2em;">Would be an unlimited civil case</p>			
<p>13. Insurance payments received, if any, and name(s) of insurance company:</p> <p style="font-size: 1.2em;">None</p>			
<p>14. Expenditures made on account of DAMAGE or INJURY (Date - Item):</p> <p style="font-size: 1.2em;">None</p>			
<p>15. Name and address of Witnesses, Doctors and Hospitals:</p> <p style="font-size: 1.2em;">Unknown</p>			
<p>16. Signature of Claimant or person filing:</p> <p style="font-size: 1.2em;">Eugene S. Thompson</p>		<p>17. Typed Name (Relationship to Claimant)</p> <p style="font-size: 1.2em;">EUGENE S. THOMPSON (Attorney)</p>	
		<p>18. Date:</p> <p style="font-size: 1.2em;">6-28-21</p>	

NOTE: Claims must be filed with Public Entity. Section 72 of the California Penal Code Provides: "Every person who intent to defraud, presents for payment to any school district any false or fraudulent claim, is guilty of a felony punishable by fine and/or imprisonment."

THOMPSON LAW, APC

ATTORNEYS AT LAW

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EUGENE S. THOMPSON

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ATTACHMENT TO CLAIM FOR DAMAGES AND COMPLAINTS CONCERNING SCHOOL PERSONNEL FORM

At all relevant times, *minor* ("Decedent") was a student at Balderas Elementary School located at 4625 East Florence Avenue, Fresno, California 93725-1110. Decedent began attending school in the Fresno Unified School District on September 9, 2019. *minor* teacher was Maria L. Estrada and *minor* counselor was Ashley Aulet.

Almost from the beginning of *minor* attendance at Balderas Elementary School, there were documented incidents of misbehavior by Decedent. The documented incidents of classroom misbehavior occurred on October 18, 2019, October 23, 2019, November 1, 2019, November 12, 2019, November 13, 2019, December 11, 2019, December 12, 2019, December 13, 2019, January 8, 2020, January 30, 2020, February 4, 2020, February 12, 2020, February 14, 2020, February 24, 2020, March 3, 2020, March 4, 2020 and March 13, 2020. Decedent received counseling on October 20, 2019, October 21, 2019, November 13, 2019, November 18, 2019, February 5, 2020, February 11, 2020, February 12, 2020 and March 10, 2020. Decedent was suspended from school on March 5, 2020 due to *minor* ongoing misbehavior. The documented pattern of misbehavior by Decedent was clearly a "cry for help" and a sign that something was going on with Decedent.

Despite the documented incidents of misbehavior, Messrs. Aulet and Estrada failed to report the suspicion of child abuse to the proper authorities. **As Decedent's counselor and teacher respectively, Messrs. Aulet and Estrada broke the law by failing to report suspicion of child abuse considering the behavior of Decedent that they had observed and documented over a long period of time.**

There were clinical signs of neglect and abuse such as Decedent begging and stealing food, insisting on receiving a symbol of good behavior and being frightened in the presence of *minor* guardian. In November 2020, Decedent's guardians abruptly decided not to have Decedent evaluated after they had requested an evaluation that spring. There was no follow-up from Fresno Unified School District personnel as to the evaluation.

Ultimately, Decedent was beaten to death in April 2021 by *minor* guardians. *minor* death certificate noted that Decedent suffered from malnutrition.



Fresno Unified
School District

Constituent Services
Complaints Concerning School Personnel

E 1312.1(a); E 1265(a)

Fresno Unified School District COMPLAINTS CONCERNING SCHOOL PERSONNEL FORM

Please complete all information. If you need help filling out the form, please call 457-3736.

Date: 6/28/21 Name of Complainant: EUGENE S. THOMPSON School: BALDERAS
Address: 9655 Granite Ridge Dr #200 City: San Diego State: CA Zip Code: 92123
Phone Number (s) Day: 619-528-2903 Evening: _____ Cell: 619-301-3195
Name of Parent if not the Complainant: KEORA SMITH, Biological Mother

I am filing a complaint against the following District employee.

Employee's Name: ASLEY AULST Work Location: BALDERAS

DESCRIBE YOUR COMPLAINT: Please be as factual and specific as possible. If you fail to do so, your complaint may not be processed. Because there is a time limitation of three months from the date the alleged misconduct occurred, you must at least indicate the approximate date of the alleged misconduct. If the alleged misconduct has occurred over a period of time, please indicate the time period in question. Provide a specific description of any prior attempt to discuss the complaint with the employee and the failure to resolve the matter.

SEE ATTACHMENT

(If you need additional space, you may attach a separate sheet of paper to this complaint form).

REMEDY REQUESTED: What do you want as a result of filing this complaint?

Workplace Discipline up to and including Termination.

Signature of Complainant: Eugene S. Thompson

If the complaint is not resolved at the school or department, the Superintendent or designee shall complete an investigation within 20 working days of its initiation. Within 20 working days following the investigation of the complaint a written decision concerning the merits of the complaint shall be served on both the complainant and the employee. The Superintendent's or designee's decision shall be final.

File this form with, Constituent Services Office at 2309 Tulare Street, Fresno, CA 93721 or fax to (559) 457-3933 or email to Constituent.Services@fresnounified.org.

(For Office Use Only)

Date Received: _____

Date Complainant was Contacted: _____

Expected Date of Written Response (40 working days): _____

Fresno Unified School District
Board Agenda Item

Board Meeting Date: August 11, 2021

AGENDA ITEM A-12

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify Master Services Agreement with Frontline Technologies Group

ITEM DESCRIPTION: Attached is a one-year Master Services Agreement with Frontline Technologies Group, LLC dba Frontline. Frontline provides electronic health records from an online data base for Fresno Unified School District Health Services Department staff to document all student medical and health interactions. This agreement ensures Health Services staff use consistent documentation by utilizing district standard templates to create, execute and monitor care plans, tracking screenings, immunizations, and medical administrations.

Frontline ensures Family Educational Rights and Privacy Act and Health Insurance Portability and Accountability Act compliance and provides secure data hosting for prescription authorization, care plans and tracking trends of our students' health.

This agreement commenced July 01, 2021 and ends June 30, 2022.

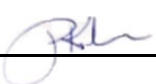
FINANCIAL SUMMARY: Sufficient funds in the amount of \$126,492 are available in the Health Services budget.

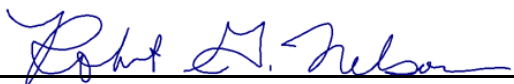
PREPARED BY: Brian Beck,
Assistant Superintendent

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

CABINET APPROVAL: Kim Mecum,

SUPERINTENDENT APPROVAL:





Fresno Unified School District

Contract Summary 2021/22

- For services to be provided, keep the description simple and clear. This description will appear on the matrix for Board of Education approval.
- Attach invoices or any scope of work documentation.
- The Office of State & Federal Programs will forward the contract to the respective Cabinet Member, Instructional Superintendent, Risk Management, and Administrative Services for signature/approval.
- Following Board approval, signed contracts will be returned to the person listed on the Contract Routing Form.


Is this the first time using this vendor for your school site or department? Yes ☐ No ☒

SCHOOL/DEPARTMENT	SITE CONTACT	PHONE
Health Services	Jane Banks	457-3301
VENDOR NAME		
Frontline Technologies Group, LLC dba Frontline Education		
DESCRIBE SERVICES TO BE PROVIDED		
The portal subscription will assist with documenting student health encounters and provide relevant health data to target student's health needs.		
CONTRACT AMOUNT		BUDGET#
\$ 126,491.04		060-0730-5640-5899-0000-3140
CONTRACT START DATE		CONTRACT END DATE
July 1, 2021		June 30, 2022
SPSA NOTATION / SCHOOL PLAN FOR STUDENT ACHIEVEMENT		

Please confirm the following before submitting to the Office of State & Federal Programs:

- ☒ Contract Routing Form attached and completed
- ☒ Budget Manager's approval/signature on the Independent Contractor's Service Agreement page 1
- ☒ #5 Incidental Expenses (If there are none, contractor must initial)
- ☒ Contractor's Signature on the final signature page

☒ Principal/Department Head Approval


 Jane Banks (May 26, 2021 10:07 PDT)
 Signature

May 26, 2021

Date

Please submit all original forms via the Bundled Contract online tool
 (Contract Summary, Contract Routing Form, Independent Contractor Services Agreement)
 Call or email Cassandra LeDuc, State & Federal Programs, with any questions (559) 457-3934
 Deadline: April 30, 2021



Fresno Unified School District

Contract Routing Form

Completed independent contract agreement must be attached

Frontline Technologies Group, LLC dba Frontline Education

Vendor Name
484-328-4178

Phone Number

From: 7/1/2021

Term (Duration)

FUSD Contract Administrator:

Jane Banks
Name

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

Headquarters 1400 Atwater Drive, Malvern, PA 19335-870

Address

Greg Doran

Vendor Contact

Through: 6/30/2022

Health Services

Site/ Dept

telephone number

060-0730-5640-5899-000-3301

Annual Cost \$ 126,491.04 (Contract will not be authorized to exceed this amount w/o BOB 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 ☒

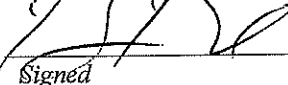
Scope of Work Summary:

Contractor agrees to provide access to the Frontline Education Health Management Portal subscription. The portal will assist with documenting student health encounters and provides relevant health data to target student's health needs. Services are provided in accordance with the existing Master Service Agreement, Order Form Q-61356 and the amendment.

Date Item is to appear on Board of Education Agenda:

Reviewed & approved by Cabinet Level Officer:

(Contracts of \$15,000.00 or more) click to enter date



Signed

5-26-21

Date

Reviewed & approved by Executive Director, Risk Management:



Signed

5/25/2021

Date

Please return signed contract to:

Name

Department

Telephone




Fresno Unified School District

Addendum to Master Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-0730-5640-5899-0000-3140

District Contact Person: Jane Banks

Budget Manager Approval:  (May 26, 2021 10:07 PDT)

Contractor's Vendor Name: Frontline Technologies Group, LLC dba Frontline Education

Contractor's Contact Person: Greg Doran

Contractor's Title: Chief Financial Officer

Contractor's Telephone Number: 484-328-4178

Contractor's E-mail: gdoran@frontlineed.com

Contractor's Address: Headquarters address: 1400 Atwater Drive, Malvern, PA 19335-870

Contractor's Taxpayer ID# or SSN#: 46-5125936

This Addendum ("Addendum") to the November 2, 2020 Master Services Agreement (Agreement) between the Fresno Unified School District ("District") and Frontline Technologies Group LLC dba Frontline Education ("Contractor") is made and entered into effective July 1, 2021 (the "Effective Date"). In the event of any conflict between the terms of the Agreement, the Order form and the terms of this Addendum, then the terms of this Addendum shall control.

1. Contractor Services. Contractor agrees to provide access to the Frontline Education Health Management Portal subscription in accordance with the existing Master Service Agreement, Order Form Q-61356 and this Addendum.


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 Addendum to the Agreement shall begin on 7/1/2021, and shall terminate on 6/30/2022. There shall be no extension of the term of the agreement without express written consent from all parties.
4. Payment. District agrees to pay Contractor at the rate of \$126,49.04 per annum (Order Q-61356). Checks will be made payable to Frontline Education. 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 _____
- 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): \$126,491.04
 - 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 *[Signature]* 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. Effect of Termination of Addendum. Notwithstanding the expiration or termination of this Addendum for any

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

13. Confidential Information

- a. For the purposes of this Agreement "Confidential Information" includes any written or oral information or data, disclosed by either Party to the other, which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, administration, plan design, benefits or contractual affairs of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.
- b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a "need to know," and who are themselves bound by similar nondisclosure restrictions (collectively, "Representatives"). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the District in writing within three (3) business days. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph 13.B. Upon the request of the District, Contractor shall provide a written 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 Addendum 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 third party 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 Agreement or Addendum (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 the Agreement or Addendum ("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 the Agreement and this Addendum 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. As per Master Service Agreement, Section 9.
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 Addendum 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 Addendum 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 Addendum 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 Addendum shall not operate or be construed as a waiver of any subsequent breach.
25. Governing Law. The Agreement and this Addendum 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 or Addendum 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 Looz
Purchasing Department
Fresno Unified School District
4498 N. Brawley Avenue
Fresno, CA 93722

Contractor:

Name: Frontline Technologies Group, LLC
dba Frontline Education
Address: 1400 Atwater Drive
Malvern, PA
19335-870

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 Addendum shall be deemed to be inserted herein and this Addendum 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. The Agreement and this Addendum are 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 or addendum be construed against the drafter of such document shall not apply here.
31. Execution of Other Documents. The parties to this Addendum 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 Addendum.
32. Execution in Counterparts. This Addendum 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 the Agreement or Addendum 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

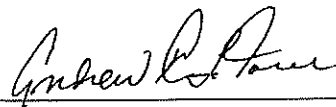
CONTRACTOR



Greg Doran, CFO
Name/Title

5/25/2021
Date

Approved As To Form:



Andrew De La Torre, Executive Director
Benefits and Risk Management

5/25/2021
Date






Frontline Agreement

Final Audit Report

2021-05-26

Created:	2021-05-26
By:	Maria Villalva (maria.villalva@fresnounified.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvDRpRLwFPDvLWNNE3zJ1v661B86ZSpZH

"Frontline Agreement" History

-  Document created by Maria Villalva (maria.villalva@fresnounified.org)
2021-05-26 - 4:37:43 PM GMT- IP address: 206.78.213.53
-  Document emailed to Jane Banks (jane.banks@fresnounified.org) for signature
2021-05-26 - 4:59:04 PM GMT
-  Email viewed by Jane Banks (jane.banks@fresnounified.org)
2021-05-26 - 5:06:45 PM GMT- IP address: 99.3.119.240
-  Document e-signed by Jane Banks (jane.banks@fresnounified.org)
Signature Date: 2021-05-26 - 5:07:20 PM GMT - Time Source: server- IP address: 99.3.119.240
-  Agreement completed.
2021-05-26 - 5:07:20 PM GMT

Frontline Education Renewal Notice

Attn: Fresno Unified School District

Thank you for your continued partnership with Frontline Education. We remain focused on providing you with industry-leading solutions and technology for K-12. As part of the ongoing investment in your solutions, our Learning Center continues to be enhanced to provide access to articles with answers to routine questions 24/7.

Below you will find information about the renewal of your subscription(s) that renew on 7/01/2021. Once you have reviewed the pricing for your upcoming subscription you can either:

- Use this [link](#) to confirm the renewal of your subscriptions, or
- If you have questions, please reach out to your Client Success Manager to discuss your concerns

Description	Start Date	End Date	Qty	Rate	Amount
EHR & School Nursing Management Subscription, unlimited usage for internal employees	7/01/2021	6/30/2022	1	\$112,860.54	\$112,860.54
Health Office Tutor Subscription, unlimited usage for internal employees	7/01/2021	6/30/2022	1	\$8,178.30	\$8,178.30
Third-Party Medicaid Integrations Subscription, unlimited usage for internal employees	7/01/2021	6/30/2022	1	\$5,452.20	\$5,452.20
Total					\$126,491.04

Please use this [link](#) to confirm the renewal of your subscriptions.

Need assistance? You can reach us by calling Angela Denning at 484-328-4482 or by emailing us at renewals@frontlineed.com.



Laura Hughes
Director, Client Retention and Renewals



Exhibit A Frontline Customer Order Form

Q-39651

MSA-001f400000S9FgZ

11/02/2020 1400 Atwater Drive Malvern, PA 19355

Customer:	Order Form Details:
Fresno Unified School District 2309 TULARE ST FRESNO, California, 93721-2287 United States	Pricing Expiration: 11/13/2020 Quote Currency: USD Account Manager: Stephen Ashton
Contact: Edward Collins	Startup Cost Billing Terms: One-Time, Invoiced after signing
Title: Executive Director of Purchasing	Subscription Billing Frequency: Annual
Phone: (559)457-3467	Sale Type: New
Email: edward.collins@fresnounified.org	Initial Term: 11/01/2020 – 10/31/2021

Pricing Overview	Amount
One-Time Fees	\$750.00



Exhibit A Frontline Customer Order Form

Q-39651

MSA-001f400000S9FgZ

11/02/2020 1400 Atwater Drive Malvern, PA 19355

\$26,886.00

Annual Recurring Fees

One-Time Fees Itemized Description	Quantity	Amount (each)	Amount
Frontline Implementation	1	\$750.00	\$750.00



Exhibit A Frontline Customer Order Form

Q-39651

MSA-001f400000S9FgZ

11/02/2020 1400 Atwater Drive Malvern, PA 19355

Annual Recurring Fees Itemized Description	Start Date	End Date	Amount
Health Management Portal Subscription, unlimited usage for internal 11/01/2020 10/31/2021 \$26,886.00 employees			

Additional Order Form Information

Tax Information

Tax Exemption: We currently don't have a tax exemption certificate on file for you. Please use this [link](#) to upload your tax exemption certificate. Otherwise, the appropriate tax will be applied at the time of invoicing.

PO Information

PO Status: Purchase order to follow PO

#:

Note: If a Purchase Order is required, Customer shall submit the PO to Frontline within ten (10) business days of signing this Order Form by emailing it to billing@frontlneed.com, otherwise a PO shall not be required for payment



Exhibit A Frontline Customer Order Form

Q-39651

MSA-001f400000S9FgZ

11/02/2020 1400 Atwater Drive Malvern, PA 19355

Invoicing Schedule	Due Date	Amount
Invoice: One Time Frontline Implementation	Upon Signing	\$750.00 + applicable sales tax \$750.00
Invoice: Annual Health Management Portal Subscription, unlimited usage for internal employees	12/01/2020	\$26,886.00 + applicable sales tax \$26,886.00



Frontline Master Services Agreement

MSA-001f400000S9FgZ

11/02/2020 1400 Atwater Drive Malvern, PA 19355

MASTER SERVICES AGREEMENT
TERMS AND CONDITIONS

1. Software and Services

1.1. **Software.** Subject to the terms and conditions set forth in this Agreement (including any Order Forms, Order Form Terms and Conditions and/or Statement of Work), Frontline hereby grants Customer a non-exclusive, non-transferable license to use the software identified on any Order Form (the "Software") and the technical manuals, instructions, user information, training materials, and other documentation that accompany the Software and contain its technical specifications, as may be amended from time to time ("Documentation") solely for internal use by its then-current employees, contractors, agents, representatives and other end users authorized to use the Software on Customer's behalf (collectively, "Authorized Users" or "End Users") in the ordinary course of Customer's business. Frontline shall provide any professional or other services set forth in an Order Form (the "Services"). All rights, title and interest to the Software and any work product, deliverables or other materials provided by Frontline ("Work Product") are expressly reserved and retained by Frontline or its licensors, including any program or other application that is designed to integrate and be used with the Software, whether or not developed independently by Frontline, and all improvements, modifications and intellectual property rights therein. Customer shall not, and Customer shall require any Authorized Users to not (a) transfer, assign, export, or sublicense the Software or Work Product except as specifically set forth herein, or its license rights thereto, to any other person, organization or entity, including through rental, timesharing, service bureau, subscription, hosting, or outsourcing the Software (whether or not such sublicense, hosting or outsourcing is by Customer or for Customer); (b) attempt to create any derivative version thereof; (c) remove or modify any marking or notice on or displayed through the Software, Work Product or Documentation, including those related to Frontline's or its licensors' proprietary rights in and to the Software, Work Product or Documentation, as applicable; or (d) de-compile, decrypt, reverse engineer, disassemble, or otherwise reduce same to human-readable form. Without limiting the foregoing, Customer may not sublicense, outsource or otherwise grant access to the Software to any third party vendor without Frontline's prior written consent, including any third party host of the Software for Customer. Frontline shall have the right (but not the obligation) to monitor Customer's and its Authorized Users' use of the Software to confirm Customer's and its Authorized Users' compliance with the terms of this Agreement.

1.2. **Authorized Users.** The total number of Authorized Users will be limited to the numerical or category limitations set forth in an Order Form, if any. Customer acknowledges and agrees that, depending on the specific Software provided by Frontline to Customer and/or the category of Authorized User, Authorized Users may have different access and usage rights to the Software. Customer shall ensure that Authorized Users comply with the terms and conditions of this Agreement with respect to access and use of the Software and any acts or omissions of such Authorized Users with respect to the same will be deemed acts or omissions of Customer for which Customer will be responsible on a joint and several basis. Customer is solely responsible for approving and provisioning any and all usernames and passwords assigned to or adopted by Customer's Authorized Users in connection with use of the Software. Customer is responsible for all activities that occur as a result of the use of such usernames and passwords. Customer will notify Frontline promptly of any unauthorized use of such usernames and passwords or any other breach of security known to Customer.

1.3. **Order Forms.** Customer may place orders for the Software and Services by entering into a mutually agreed Order Form, which shall become a part of this Agreement and be attached hereto as Exhibit A. No other document shall be required to affect a legally binding purchase under this Agreement. Any preprinted or other terms contained on Customer's purchase order or otherwise shall be inapplicable to this Agreement. Unless an Order Form states otherwise, each Order Form is independent of each other Order Form (but each Order Form is a part of and integral to this Agreement).

1.4. **Software Administrator; Maintenance Windows.** At all times, Customer must have an employee who has obtained the Software administrator certification training from Frontline and who is certified by Frontline as a Software administrator ("Software Administrator"). If Software Administrator ceases to serve as such, Customer shall promptly provide written notice to Frontline and have another employee obtain Frontline Software administrator certification and be designated as a Software Administrator, at Customer's expense. Frontline shall provide Customer with assistance regarding the use of the Software during Frontline's normal business hours (EST), Monday through Friday. Such assistance shall be provided only to Customer's Software Administrator. Frontline may perform system maintenance and/or software updates periodically upon advanced notice to Customer. However, due to extenuating circumstances, Frontline may, at times, need to perform maintenance without the ability to provide advance notice.

1.5. **Customer Content.** The Software and Services may enable Customer and its Authorized Users to provide, upload, link to, transmit, display, store, process and otherwise use text, files, images, graphics, illustrations, information, data (including Personal Data as that term is defined in applicable laws), audio, video, photographs and other content and material in any format (collectively, the "Customer Content") in connection with the Software and Services. Customer hereby grants to Frontline a non-exclusive, royalty-free license to reproduce, display, distribute, modify, prepare derivative works of and otherwise use the Customer Content for the purpose of providing the Software and otherwise performing its obligations and exercising its rights under this Agreement. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of the Customer Content. Frontline will act as a data processor, and will act on Customer's instruction concerning the treatment of Personal Data provided in connection with the Software and Services, as specified



Frontline Master Services Agreement

MSA-001f400000S9FgZ

11/02/2020 1400 Atwater Drive Malvern, PA 19355

in the Order Form. Customer shall provide any notices and obtain any consents (including consent of any parent or guardian for any minor) related to Customer's use of the Software and receipt of the Services and Frontline's provision of the Software and Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data. Customer acknowledges and agrees that it must properly enter data, information and other Customer Content and configure settings within the Software in order for the Software to operate properly. Customer shall verify the accuracy of any of the Customer Content, forms, workflow and configuration settings entered on the Software. Frontline shall not have any liability arising from the inaccuracy of scoring, completeness, use of or reliance on the information contained in the extract of data from any Software or Services under this Agreement. Customer assumes the sole responsibility for the selection of the Software and Services to achieve Customer's intended results, the use of the Software and Services, and the results attained from such selection and use. Customer represents and warrants that it is the owner of the Customer Content, or has obtained permission for such use from the owner of the Customer Content, including evaluation frameworks and/or rubrics uploaded into the Software. As to any content or data made available to Frontline, Customer represents that it has notified and obtained consent from all necessary persons (including parents, students, teachers, interns, aides, principals, other administrative personnel, and classroom visitors), and has taken all other actions that may be necessary to ensure that use of the products, services, or related materials provided or produced hereunder complies with all applicable laws and regulations as well as school or district policies.

1.6. Integration. Customer may, at Customer's direction and with or without Frontline's assistance, integrate or otherwise use the Software in connection with third party courseware, training, and other information and materials of third parties ("Third Party Materials") and Frontline may make certain Third Party Materials available in connection with the Software and Services. Customer acknowledges and agrees that (a) Frontline is authorized to provide the Customer Content to a specified third party or permit such third party to have access to the Customer Content in connection with Third Party Materials; and (b) Frontline does not control and is not responsible for, does not warrant, support, or make any representations regarding (i) Third Party Materials; (ii) the Customer Content provided in connection with such Third Party Materials, including a third party's storage, use or misuse of the Customer Content; or (iii) Customer's uninterrupted access to Third Party Materials. Customer understands that the use of the Software may involve the transmission of the Customer Content over the Internet and over various networks, only part of which may be owned or operated by Frontline, and that Frontline takes no responsibility for data that is lost, altered, intercepted, or stored without Customer's authorization during the transmission of any data whatsoever across networks not owned or operated by Frontline. If Customer engages Frontline to assist in Customer's integration or use of the Software with Third Party Materials, you authorize Frontline to access and use such Third Party Materials in connection with such assistance and you represent and warrant that you have the rights necessary to grant such authorization. Customer agrees to be bound by the terms, conditions and restrictions of the applicable third party license agreement with respect to such Third Party Materials.

1.7. Hosting. The Software will be hosted by an authorized subcontractor (the "Hosting Service Provider") that has been engaged by Frontline and shall only be accessed by Customer on websites, using Customer's computers. As part of the Services, the Hosting Service Provider shall be responsible for maintaining a backup of the Customer Content. The Hosting Service Provider is an Independent third party not controlled by the Frontline. Accordingly, IN NO EVENT WILL FRONTLINE BE LIABLE FOR ANY DIRECT, GENERAL, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE TO DATA, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, DUE TO PROBLEMS (INCLUDING BUT NOT LIMITED TO ERRORS, MALFUNCTIONS) ASSOCIATED WITH THE FUNCTIONS OF SERVERS MAINTAINED BY THE HOSTING SERVICE PROVIDER, EVEN IF FRONTLINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

1.8. Customer Responsibilities. Customer understands and agrees that (a) Customer shall have sole responsibility for administering access security (e.g. the granting of rights to Customer's users); (b) Customer shall review any calculations made by using the Services and satisfy Customer that those calculations are correct; and (c) if Customer uses the Services for reimbursement or payment from Medicaid and other government agencies, Frontline shall have no responsibility, and Customer shall have sole responsibility, to submit information and claims for such reimbursement or payment. Frontline does not warrant that the Services, or the results derived therefrom, will meet Customer's requirements, or that the operation of the Services will be uninterrupted or error-free. The customer is solely responsible for obtaining and maintaining, at its own expense, all hardware, software and services needed to use the Software, including any and all servers, computers, and Internet access services. In connection with the performance of the Services, Customer shall provide Frontline's personnel with all such cooperation and assistance as they may reasonably request, or otherwise may reasonably be required, to enable Frontline to perform its obligations (including the provision of the Services), and exercise its rights, under and in accordance with the terms and conditions of this Agreement.

2. Invoicing and Payment



Frontline Master Services Agreement

MSA-001f400000S9FgZ

11/02/2020 1400 Atwater Drive Malvern, PA 19355

All fees and charges will be set forth in the applicable Order Form(s). The Startup Cost set forth on the first page of an Order Form will be invoiced to Customer by Frontline upon execution of the applicable Order Form. Startup Costs are priced with the assumption that implementation will be completed within 120 days after signing. Frontline reserves the right to charge Customers additional service fees for added project costs due to Customer-caused delays occurring after the 120 day Implementation period. The Annual Subscription will be invoiced to Customer by Frontline based on the Subscription Start Date (as set forth in the Order Form) unless otherwise stated on the front of an Order Form. The Subscription Start Date shall be defined as thirty (30) days after Customer's signature of an applicable Order Form. Except as otherwise provided, Frontline shall invoice Customer in US Dollars and Customer shall pay all fees, charges, and expenses within thirty (30) days of the date of an invoice via check or ACH. Without prejudice to its other rights and remedies, if Frontline does not receive any payment by its due date, Frontline may assess a late payment charge on the unpaid amount at the rate of 1.5% per month or, if less, the highest rate allowed under applicable law. Frontline reserves the right to increase any of the fees once annually upon the start of each Renewal Term by providing at least thirty (30) days advance notice to Customer. All charges under this Agreement are exclusive of, and Customer is solely responsible for, any applicable taxes, duties, fees, and other assessments of whatever nature imposed by governmental authorities. Without limiting the foregoing, Customer shall promptly pay to Frontline any amounts actually paid or required to be collected or paid by Frontline pursuant to any statute, ordinance, rule or regulation of any legally constituted taxing authority. If the Customer claims tax-exempt status or the right to remit taxes directly, the tax-exempt number must be entered on the first page of any applicable Order Form and the Customer shall indemnify and hold Frontline harmless for any loss occasioned by its failure to pay any tax when due. If for any reason Frontline's personnel travel to Customer's facility or otherwise in connection with the Software or Services under this Agreement, Customer shall be responsible for the reasonable costs of transportation, lodging, meals and the like for Frontline's personnel.

3. Warranties and Disclosures

3.1. Mutual. Each Party represents and warrants that the Party's execution, delivery, and performance of this Agreement (a) have been authorized by all necessary action of the governing body of the Party; (b) do not violate the terms of any law, regulation, or court order to which such Party is subject or the terms of any agreement to which the Party or any of its assets may be subject; and (c) are not subject to the consent or approval of any third party. Customer represents and warrants on behalf of itself and any of its Authorized Users that it has the full legal right to provide the Customer Content and that the Customer Content will not (a) infringe any intellectual property rights of any person or entity or any rights of publicity, personality, or privacy of any person or entity, including as a result of failure to obtain consent to provide Personal Data or otherwise private information about a person; (b) violate any law, statute, ordinance, regulation, or agreement, including school or district policies; or (c) constitute disclosure of any confidential information owned by any third party.

3.2. Software Warranties. Frontline represents and warrants that (a) the Software will perform substantially in accordance with the specifications set forth in the then-current Documentation and (b) the Services will be performed in a professional and workmanlike manner. The foregoing warranty will not apply (i) if Customer is in default or breach of any of its obligations under this Agreement, or (ii) to any nonconformance of the Software, Work Product or Services due to (A) Customer's failure to permit the installation/implementation of any update, upgrade or release provided by Frontline, (B) Customer's negligence, abuse, misapplication or misuse of the Software (including Customer's failure to operate the Software in accordance with Documentation), or (C) Customer's use or operation of the Software in or with any technology (including any software, hardware, firmware, system or network) not approved in writing by Frontline. In the event of a non-conformance of the Software, Work Product or Services reported to and verified by Frontline, Frontline will make commercially reasonable efforts to correct such non-conformance. Customer's sole remedy is limited to the replacement, repair, or refund, at Frontline's option, of defective Software or Work Product or re-performance of the Services. Notwithstanding the foregoing, any ThirdParty Materials shall be subject only to such thirdparty terms and any warranties therein.

3.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, FRONTLINE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO ANY ASPECT OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FRONTLINE AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS WILL BE UNINTERRUPTED, OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS.

4. Confidential Information Privacy

4.1. Confidential Information. During the term of this Agreement and for two (2) years thereafter, each Party will use the same degree of care to protect the other Party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. "Confidential Information" means any information that is marked or otherwise indicated as confidential or proprietary, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by email or written correspondence, or via other means of communication as might be appropriate. Notwithstanding the foregoing, (a) Confidential Information of Frontline shall include the Software and the terms of this Agreement and (b) Confidential Information of Customer shall include Personal Data regarding Customer's users provided in connection with the Software and Services. Confidential Information does not include



Frontline Master Services Agreement

MSA-001f400000S9FgZ

11/02/2020 1400 Atwater Drive Malvern, PA 19355

information which (a) was known to the receiving Party or in the public domain before disclosure; (b) becomes part of the public domain after disclosure by a publication or other means except by a breach of this Agreement by the receiving Party; (c) was received from a third party under no duty or obligation of confidentiality to the disclosing Party; or (d) was independently developed by the receiving Party without reference to Confidential Information. Aggregated data that does not contain personally identifiable information regarding Customer's users provided in connection with the Software and Services will be Confidential Information and property of Frontline. The receiving Party will not be liable for disclosures of Confidential Information that are required to be disclosed by law or legal process, so long as the recipient notifies the disclosing Party, provides it with an opportunity to object and uses reasonable efforts (at the expense of the disclosing Party) to cooperate with the disclosing Party in limiting disclosure.

4.2. **Privacy.** Frontline understands that its performance of the Services may involve the disclosure of student personally identifiable information ("Student PII") (as defined in the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99) ("FERPA") by the Customer to Frontline. Frontline agrees that it will not use or re-disclose Student PII except in compliance with and all applicable state and federal laws, including FERPA. Customer acknowledges that Frontline is a "school official" with a legitimate educational interest in receiving Student PII under FERPA and Frontline agrees that it will comply with the requirements of 34 C.F.R. § 99.33 regarding its use and re-disclosure of Student PII.

4.3. **Data Security.** Frontline will utilize commercially reasonable administrative, technical, and physical measures designed to maintain the confidentiality and security of Confidential Information and Student PII submitted by Customer. Customer understands and agrees that no security measures can be 100% effective or error-free and understands that Frontline expressly disclaims (a) any warranty that these security measures will be 100% effective or error-free or (b) any liability related to the confidentiality and security measures utilized by third parties.

5. Indemnification.

Customer shall indemnify Frontline and its officers, directors, employees, and agents and hold them harmless from all thirdparty claims, liabilities, expenses, and losses (including attorneys' fees and expenses) arising from or related to any breach by Customer of this Agreement, including failure to obtain consent to provide Personal Data or otherwise private information about a person.

6. Limitations of Liability.

OTHER THAN THE FEES, CHARGES AND EXPENSES PAYABLE PURSUANT HERETO, IN NO EVENT SHALL EITHER PARTY (OR IN THE CASE OF FRONTLINE, ITS LICENSORS) BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, OF ANY KIND WHATSOEVER (INCLUDING LOST PROFITS) ARISING FROM OR RELATING TO THIS AGREEMENT OR THE USE OR NON-USE OF THE SOFTWARE, WORK PRODUCT OR SERVICES. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL FRONTLINE'S (OR ITS LICENSORS') TOTAL LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO FRONTLINE HEREUNDER DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH CLAIMS. Each Party acknowledges and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material, bargained for provisions of this Agreement and that fees and consideration payable hereunder reflects these disclaimers and limitations.

7. Term and Termination.

The term of this Agreement will commence on the Effective Date and continue until such time that there are no valid Order Forms. The initial term of each Order Form under this Agreement shall (a) begin on the Subscription Start Date (as defined in Section 2 above) and (b) continue for one year or such longer period as provided in an Order Form (the "Order Form Initial Term") and may renew for successive one-year terms thereafter (each, a "Renewal Term") unless one Party notifies the other Party of non-renewal in writing at least sixty (60) days prior to the end of the current term of such Order Form. Customer may terminate any Order Form at any time after the Order Form Initial Term, in whole or in part, for any reason or no reason, on sixty (60) days prior written notice. Upon notice of such termination, a pro-rata portion of all outstanding invoices shall become immediately due and payable. If such invoice has been paid by the Customer, Customer shall be entitled to a pro-rata credit to be applied to future Frontline services. Either Party may terminate this Agreement in the event that the other Party materially breaches this Agreement the other Party does not cure such breach within thirty (30) days after written notice of such Expiration or termination of any Order Form or Statement of Work shall constitute the expiration or the termination of such Order Form or Statement of Work only and shall not affect this Agreement or any other Order Form or Statements of Work outstanding under this Agreement. Notwithstanding the foregoing, unless otherwise mutually agreed by the parties in writing, any Order Form or Statement of Work outstanding as of the date of termination or expiration of this Agreement shall remain in effect and continue to be governed by the terms of this Agreement and its own terms until such time as such Order Form or Statement of Work is completed, expires or is otherwise terminated. Upon the termination or expiration of this Agreement, the licenses granted to Customer under Section 1.1 will terminate automatically and Customer (i) shall immediately cease using the Software and Documentation and (ii) for a period of thirty (30) days, may request a copy of the Customer Content that is in Frontline's possession in the format retained by Frontline. The following provisions of this Agreement will survive expiration or termination of this Agreement Sections



Frontline Master Services Agreement

MSA-001f400000S9FgZ

11/02/2020 1400 Atwater Drive Malvern, PA 19355

3.3, 4, 5, 6, 7 and 9. Frontline may (without limitation of any other rights or remedies) suspend use of the Software in the event that (A) Customer is delinquent in payment of any amount due to Frontline under this Agreement (and has not cured such delinquency within five (5) days following written notice thereof to Customer), (B) Customer has breached any of the provisions of Section 1 of this Agreement, or (C) in Frontline's reasonable good faith determination, suspension of use of the Software is necessary to avoid or mitigate harm to the security of Frontline's or its customers' systems or data. Any such suspension will not constitute a termination of this Agreement.

8. District Ordering.

Any other school district in the same state as Customer ("School District") may also purchase from Frontline a license to the Software and provision of the Services for the School District's own account on the same terms and conditions as are applicable to Customer under these Terms and Conditions (excluding any pricing terms and conditions). Each School District will be separately liable for payment for such Software and Services and its compliance with these Terms and Conditions, and neither Customer nor any School District will be liable for the acts, omissions or obligations of any other School District under these Terms and Conditions. Frontline will have no obligations to provide any Software or Services to a School District until such time as Frontline and such School District enter into an Order Form which references and is subject to these Terms and Conditions. By so doing, the School District agrees to be bound by these Terms and Conditions and for purposes of its order is considered "Customer" as that term is used in these Terms and Conditions. In the event that Customer and Frontline amend these Terms and Conditions (each an "Amendment"), any and all such Amendments will be enforceable against each School District that has executed an Order Form which references and is subject to these Terms and Conditions upon notice of such Amendment from Frontline unless Frontline has agreed in writing with School District that the Amendment, or specific provisions within the Amendment, do not apply to such School District.

9. General.

Frontline and Customer are each independent contractor and neither Party shall be, nor represent itself to be, the franchiser, partner, broker, employee, servant, agent, or legal representative of the other Party for any purpose whatsoever. Customer may not sublicense, assign, or transfer this Agreement, or any rights and obligations under this Agreement, in whole or in part, without Frontline's prior written consent. Any attempted assignment in violation of this Section shall be void. This Agreement shall be binding upon and inure to the benefit of, the permitted successors and assigns of each Party. Notwithstanding anything to the contrary in this Agreement, except for Customer's obligations to pay amounts due under this Agreement, neither Party will be deemed to be in default of any provision of this Agreement for any delay, error, failure, or interruption of performance due to any act of God, terrorism, war, strike, or other labor or civil disturbance, interruption of power service, interruption of communications services, problems with the Internet, act of any other person not under the control of such Party, or other similar cause. If the Customer requests to be added as an additional insured on any Frontline insurance policy, the limits of such policies shall be subject to the Limitations of Liability stated in Section 6 herein. This Agreement may be amended only by written agreement of the Parties, and any attempted amendment, including any handwritten changes on this Agreement, in violation of this Section shall be void. The waiver or failure of either Party to exercise in any respect any right provided under this Agreement shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Agreement. This Agreement does not confer any rights or remedies upon any person other than the Parties, except Frontline's licensors. When used herein, the words "includes" and "including" and their syntactical variations shall be deemed followed by the words "without limitation." This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: August 11, 2021

AGENDA ITEM A-13

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 20-11, Ericson Elementary School Early Learning Building Construction and Interim Housing Infrastructure

Change Order 10 includes but may not be limited to: update portables with sewer and water infrastructure for hand wash sinks; reconfigure sports fields to accommodate classroom expansion; revise storm drainpipe routing; and remove trees in conflict with new utilities.

Original Contract Amount:	\$	5,922,364
Change Order(s) previously ratified:	\$	400,455
Change Order 10 presented for ratification:	\$	24,925
New Purchase Order Amount:	\$	6,347,744

Bid 21-01, Hoover High School Event Center Painting and Fire Proofing

Change Order 1 includes but may not be limited to: add cable tray supports; paint at adjacent stage areas; upgrade light fixtures on stage; and add access door to attic space.

Original Contract Amount:	\$	254,052
Change Order(s) previously ratified:	\$	0
Change Order 1 presented for ratification:	\$	24,622
New Purchase Order Amount:	\$	278,674

Bid 21-04, McLane High School New CTE Digital Media Arts Lab

Change Order 1 includes but may not be limited to: repair and modernize restrooms; relocate site utilities; adjust fire alarm scope to align with campus-wide replacement; replace exterior doors at Room T8; and install district-standard roofing.

Original Contract Amount:	\$	924,723
Change Order(s) previously ratified:	\$	0
Change Order 1 presented for ratification:	\$	26,030
New Purchase Order Amount:	\$	950,753

Bid 21-07, McLane High School Fire Alarm Upgrade

Change Order 4 includes but may not be limited to: remove abandoned devices on Cafeteria and Gym ceilings.

Original Contract Amount:	\$ 1,355,000
Change Order(s) previously ratified:	\$ 93,740
Change Order 4 presented for ratification:	\$ 6,461
New Purchase Order Amount:	\$ 1,455,201

Bid 21-11, Edison High School Gymnasium Addition

Change Orders 1-3 include but may not be limited to: reroute existing utilities; upgrade filtration at HVAC units; change aluminum door size; relocate new mechanical equipment; lower footings at northwest and southwest corners; and add support beams for basketball goals.

Original Contract Amount:	\$ 9,963,000
Change Order(s) previously ratified:	\$ 0
Change Order 1-3 presented for ratification:	\$ 154,399
New Purchase Order Amount:	\$ 10,117,399

Bid 21-14, McLane High School Stadium Scoreboard Replacement

Change Order 1 includes but may not be limited to: relocate piers; increase size of steel; change methodology to accommodate saturated soil; and upgrade fiber optic cable type.

Original Contract Amount:	\$ 397,755
Change Order(s) previously ratified:	\$ 0
Change Order 1 presented for ratification:	\$ 37,500
New Purchase Order Amount:	\$ 435,255

Bid 21-24, Columbia Elementary School Classroom Building Addition

Change Order 2 includes but may not be limited to: add decomposed granite at tree planter; paint and finish improvements at existing portables; upgrade site water piping and adjust HVAC equipment to district standards; repair unforeseen electrical lines; and add irrigation main isolation valves.

Original Contract Amount:	\$ 7,661,507
Change Order(s) previously ratified:	\$ - 48,652
Change Order 2 presented for ratification:	\$ 5,641
New Purchase Order Amount:	\$ 7,618,496

FINANCIAL SUMMARY: Sufficient funding of \$279,578 is available in the Measure X Fund.


PREPARED BY: Ann Loorz,
Executive Director, Purchasing

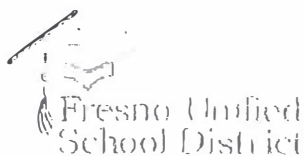
DIVISION: Operational Services
PHONE NUMBER: (559) 457-3134

CABINET APPROVAL: Karin Temple,
Chief Operating Officer

SUPERINTENDENT APPROVAL:







CHANGE ORDER

PROJECT NAME:

Ericson Elementary School
Early Learning Building
4774 E. Yale Avenue, Fresno CA 93703

CHANGE ORDER No. :**010**

DSA File No. :

10-48

Application No. :

02-116766**CONTRACTOR :**

Davis Moreno Construction Inc
4720 N. Blythe
Fresno CA 93722

DESIGNER'S PROJECT No. :**1628****FUSD BID/CONTRACT No. :****20-11****CONTRACTOR P.O. No. :****604099**

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	\$ 5,922,364.00
Net change by previously authorized Change Orders	\$ 400,454.02
The Contract Sum prior to this Change Order was	\$ 6,322,818.02
The Contract Sum will be adjusted by	\$ 24,924.49
The new Contract Sum, including this Change Order will be	\$ 6,347,742.51
The Contract Completion date prior to this Change Order was	3/20/2021
The Contract Time will be adjusted by	(71) Calendar Days
The new Contract Completion date, including this Change Order is therefore	5/30/2021

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: Antonio J. Avila

Date: 5/14/2021

Accepted by:

Davis Moreno Construction Inc
4720 N. Blythe
Fresno CA 93722

CONTRACTOR:

By: Stephen Davis

Date: 5/16/2021

Authorized by:

Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722

OWNER:

By: Alex Belanger

Date: 5/20/2021



CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 10-1

DESCRIPTION OF CHANGE:

Addition of sewer and water services to portable classroom #34

REASON FOR CHANGE:

Utility connections for portable classroom #34 not shown in the as-built record drawings and not included in the contract documents

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

RFI No. 53 & 57

Amount of this Change Order Item:

Increase \$ 22,337.70

Time adjustment by this Change Order Item:

Increase 0 Day

Item 10-2

DESCRIPTION OF CHANGE:

Provide all labor, material and equipment to relocate ball field and backstop to the northeast corner of the playfield

REASON FOR CHANGE:

The ballfield location was moved in anticipation of future improvements

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFP-001.1

Amount of this Change Order Item:

Increase \$ 12,353.23

Time adjustment by this Change Order Item:

Increase 60 Days

Item 10-3

DESCRIPTION OF CHANGE:

Provide 5mm shelf pins in lieu of KV standards for casework

REASON FOR CHANGE:

Cabinets were fabricated using alternate shelf support system. District accepted credit in lieu of re-work.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFP-032

Amount of this Change Order Item:

Decrease \$ (1,000.00)

Time adjustment by this Change Order Item:

Increase 0 Days



CHANGE ORDER

Item 10-4

DESCRIPTION OF CHANGE:

Revised storm drain routing for new point of connection

REASON FOR CHANGE:

Storm drain point of connection shown in conflict with interim housing

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

SI-001

Amount of this Change Order Item:

Increase \$ 13,332.00

Time adjustment by this Change Order Item:

Increase 10 Days

Item 10-5

DESCRIPTION OF CHANGE:

Removal of additional existing trees in order to provide clearance for new electrical and low voltage pathways

REASON FOR CHANGE:

Existing trees in conflict with new underground utilities

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$ 4,742.96

Time adjustment by this Change Order Item:

Increase 1 Day

Item 10-6

DESCRIPTION OF CHANGE:

Delete new 6" sewer connection in Weldon Ave, including all clean-outs and accessories

REASON FOR CHANGE:

Existing sewer line on site was utilized in lieu of placing a new line

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Decrease \$ (26,841.40)

Time adjustment by this Change Order Item:

Increase 0 Day

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$ 24,924.49

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 71 DAYS

*** End of CHANGE ORDER ***
Change Order Item Detail



CHANGE ORDER

PROJECT NAME:

Hoover High School Event Center Painting & Fireproofing
5550 N. First Street
Fresno, CA 93710

CHANGE ORDER No. :

001

DSA File No. :

10-H8

Application No. :

N/A

CONTRACTOR :

Trinity System Group
1509 Draper Street
Kingsburg, CA 93631

DESIGNER'S PROJECT No. :

10325

FUSD BID/CONTRACT No. :

693282

CONTRACTOR P.O. No. :

693282

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	\$	254,052.00
Net change by previously authorized Change Orders	\$	-
The Contract Sum prior to this Change Order was	\$	254,052.00
The Contract Sum will be adjusted by	\$	24,621.39
The new Contract Sum, including this Change Order will be	\$	278,673.39
The Contract Completion date prior to this Change Order was		13-Dec-20
The Contract Time will be adjusted by	(172) Calendar Days	
The new Contract Completion date, including this Change Order is therefore		2-Jun-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:

Teter LLP
7535 N. Palm Ave.
Fresno, CA 93711

ARCHITECT/ENGINEER:

By: Clay Davis

Date: 5/24/2021

Accepted by:

Trinity System Groups, Inc.
1509 Draper Street
Kingsburg, CA 93631

CONTRACTOR:

By: Josh O'Banion

Date: 5/25/2021

Authorized by:

Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722

OWNER:

By: Alex Belanger, Asst. Sup.

Date: 5/26/2021



CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 1-1

DESCRIPTION OF CHANGE:

Provide additional uni-strut, channel nuts, and beam clamps for cable tray at Concourse.

REASON FOR CHANGE:

Existing support beam spacing exceeded the span rating of specified cable tray requiring additional supports.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFI 05, SI-A01, SD-A02

Amount of this Change Order Item:

Increase \$ 7,429.40

Time adjustment by this Change Order Item:

Increase 135 Days

Item 1-2

DESCRIPTION OF CHANGE:

Provide labor and materials to paint interior flat black walls of stage area. Including doors, frames, stairs, handrails, and minor repair of holes and damage to plaster.

REASON FOR CHANGE:

The existing wall surfaces have not been painted since the building was constructed.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

N.A.

Amount of this Change Order Item:

Increase \$ 6,614.08

Time adjustment by this Change Order Item:

Increase 10 Days

Item 1-3

DESCRIPTION OF CHANGE:

Provide labor to remove existing stage general purpose lighting and install District-provided LED stage lights.

REASON FOR CHANGE:

District elected to perform building lighting retrofit while scaffolding for fireproofing and painting was in place.

CHANGE CATEGORY:

District requested change.

Amount of this Change Order Item:

Increase \$ 2,742.13

Time adjustment by this Change Order Item:

Increase 5 Days



CHANGE ORDER

Item 1-4

DESCRIPTION OF CHANGE:

Provide new framed opening and access panel to access corridor ceiling above corridor west of stage.

REASON FOR CHANGE:

District elected to utilize contractor's shoring opening for future service access.

CHANGE CATEGORY:

District requested change.

Amount of this Change Order Item:

Increase \$ 1,195.61

Time adjustment by this Change Order Item:

Increase 2 Days

Item 1-5

DESCRIPTION OF CHANGE:

Provide removal of existing fire-proofing on ceiling of storage room to the east of the stage and the electrical room west of the stage.

REASON FOR CHANGE:

Existing fire-proofing on ceiling of storage and electrical room was falling off. Subsequent code analysis has shown the fireproofing installed in original construction is no longer required.

CHANGE CATEGORY:

District requested change.

Amount of this Change Order Item:

Increase \$ 6,640.17

Time adjustment by this Change Order Item:

Increase 20 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$ 24,621.39

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 172 DAYS

*** End of CHANGE ORDER ***



CHANGE ORDER

PROJECT NAME:

New CTE Digital Media Arts Lab.
McLane High School
2727 N. Cedar Ave., Fresno, CA 93703

CHANGE ORDER No. :**001**

DSA File No. :

10-H8

Application No. :

02-118040**CONTRACTOR :**

Davis Moreno Construction Inc.,
4720 N. Blythe Ave.
Fresno, CA 93722

DESIGNER'S PROJECT No. :**17100****FUSD BID/CONTRACT No. :****21-04 BidA****CONTRACTOR P.O. No. :****693289A**

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	\$	924,723.00
Net change by previously authorized Change Orders	\$	-
The Contract Sum prior to this Change Order was	\$	924,723.00
The Contract Sum will be adjusted by	\$	26,029.81
The new Contract Sum, including this Change Order will be	\$	950,752.81
The Contract Completion date prior to this Change Order was		January 5, 2021
The Contract Time will be adjusted by		(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore		January 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 Ave
Fresno, CA 93711

ARCHITECT/ENGINEER:

By: 

By: **MARKET ENTRY**Date: **12/9/2020****Accepted by:**

Davis Moreno Const., Inc
4720 N. Blythe Ave
Fresno, CA 93722

CONTRACTOR:

By: 

By: **Stephen Davis, President**Date: **12/9/2020****Authorized by:**

Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722

OWNER:

By: 

By: **Alex Belanger | Asst. Sup.**Date: **12/11/2020**



CHANGE ORDER

~~You are directed to make the following changes to this Contract:~~

Item 1-1

DESCRIPTION OF CHANGE:

Provide all labor and materials as required to repair damaged conduits for power and fire alarm discovered in Boys Restroom T116. Pull new wire to original source and re-connect.

REASON FOR CHANGE:

Existing unknown, concealed conduits wires were damaged during removal of existing concrete slab

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

RFI-14

Amount of this Change Order Item:

Increase \$ 4,530.56

Time adjustment by this Change Order Item:

Increase 0 Day

Item 1-2

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required for the installation of new metal stud framing at all walls in the Boys Restroom T-116

REASON FOR CHANGE:

Existing wall construction differed from original plans. Existing pencil truss construction is not Code compliant and required replacement

CHANGE CATEGORY:

Governing agency required change after document approval.

DOCUMENT REFERENCE:

RFI-001.1

Amount of this Change Order Item:

Increase \$ 2,128.50

Time adjustment by this Change Order Item:

Increase 0 Days

Item 1-3

DESCRIPTION OF CHANGE:

Provide all labor and materials required to relocate the existing underground site utilities and install missing electrical pull box

REASON FOR CHANGE:

During site demolition an existing storm drain pipe was exposed and needed to be re-routed. In addition upon removing concrete walks exposed HOT electrical wires were discovered and were not in an approved concrete pull box

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

RFP-004

Amount of this Change Order Item:

Increase \$ 8,237.88

Time adjustment by this Change Order Item:

Increase 0 Days



CHANGE ORDER

Item 1-4

DESCRIPTION OF CHANGE:

Provide a credit for all labor, materials and equipment associated with modifications to the existing fire alarm system original included in the Contract Documents

REASON FOR CHANGE:

A complete fire alarm system upgrade to the entire building is being performed under a separate project. Modification scope to existing system is being removed from this project

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFP-005

Amount of this Change Order Item:

Decrease \$ (6,187.29)

Time adjustment by this Change Order Item:

Increase 0 Days

Item 1-5

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required to furnish and install new suspended acoustical T-bar ceiling in Studio 1, Rm. T-8.4 and Studio 2, Rm T-8.3

REASON FOR CHANGE:

There was left over material and debris in the construction area no longer wanted by the site

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFP-002

Amount of this Change Order Item:

Increase \$ 3,104.86

Time adjustment by this Change Order Item:

Increase 0 Days

Item 1-6

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required to remove existing exterior pair of doors on the west wall of Rm T8. Provide new metal stud infill framing and metal corrugated siding and flashing on exterior, paint to match existing adjacent panels

REASON FOR CHANGE:

Construction Documents did not include this scope of work

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFP-03

Amount of this Change Order Item:

Increase \$ 5,547.30

Time adjustment by this Change Order Item:

Increase 0 Days



CHANGE ORDER

Item 1-7

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required to provide District standard built-up roofing patch at all roof penetrations. Provide a credit for the specified roofing system

REASON FOR CHANGE:

During roof demolition it was discovered that the existing roofing system differed from the original building plans

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$ 8,668.00

Time adjustment by this Change Order Item:

Increase 0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$ 26,029.81

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 0 DAYS

End of CHANGE ORDER



CHANGE ORDER

PROJECT NAME:

McLane HS Fire Alarm Upgrade
McLane HS, 2727 N Cedar Ave
Fresno, CA 93703

CHANGE ORDER No. :**004**

DSA File No. :

10-H8

Application No. :

02-118223**CONTRACTOR :**

EKC Enterprises, Inc.
4658 E. Weathermaker Ave.
Fresno, CA 93703

DESIGNER'S PROJECT No. :**11482****FUSD BID/CONTRACT No. :****21-07****CONTRACTOR P.O. No. :****694495**

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	\$ 1,355,000.00
Net change by previously authorized Change Orders	\$ 93,739.64
The Contract Sum prior to this Change Order was	\$ 1,448,739.64
The Contract Sum will be adjusted by	\$ 6,460.69
The new Contract Sum, including this Change Order will be	\$ 1,455,200.33
The Contract Completion date prior to this Change Order was	11-Jun-21
The Contract Time will be adjusted by	(10) Calendar Days
The new Contract Completion date, including this Change Order is therefore	21-Jun-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:

TETER, LLP
7535 N. Palm Ave., Ste 201
Fresno, CA 93711

ARCHITECT/ENGINEER:

Digitally signed by Bryan A. Glass
DN: cn=Bryan A. Glass, o=TETER, LLP, ou=TETER, LLP, email=b.glass@teterllp.com
Date: 2021.06.11 11:41:47-0700

By: Bryan Glass, PE

Date: 06-11-21

Accepted by:

EKC Enterprises, Inc.
4658 E. Weathermaker Ave.
Fresno, CA 93703

CONTRACTOR:

By: Greg Alavezos

Date: 6/11/21

Authorized by:

Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722

OWNER:

By: Alex Belanger | Asst. Sup.

Date: 6/11/21



CHANGE ORDER

You are directed to make the following changes in this Contract.

Item 4-1

DESCRIPTION OF CHANGE:

Remove abandoned fire alarm heat detectors and cabling from the ceilings of the gymnasium and the cafeteria, and relocate one existing heat detector near the kitchen hood away from escaping steam.

REASON FOR CHANGE:

Removal of abandoned surface-mounted devices and cable at high ceilings not included in contract documents. Kitchen heat detector relocation discovered during commissioning of new system.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFP-01

Amount of this Change Order Item:

Increase **\$6,460.69**

Time adjustment by this Change Order Item:

Increase **10 Days**

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$6,460.69

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 10 DAYS

*** End of CHANGE ORDER ***



CHANGE ORDER

PROJECT NAME:

Edison High School New Auxiliary Gym Bldg Additions
540 E. California Avenue
Fresno, CA 93706

CHANGE ORDER No. :**001****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	\$ -
The Contract Sum prior to this Change Order was	\$ 9,963,000.00
The Contract Sum will be adjusted by	\$ 10,240.00
The new Contract Sum, including this Change Order will be	\$ 9,973,240.00
The Contract Completion date prior to this Change Order was	3/13/2022
The Contract Time will be adjusted by	(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore	3/13/2022

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 J. Avila

Date: 4/5/2021

Accepted by:

BMJ Construction Group, Inc
5485 E. Olive Ave
Fresno CA 93727

CONTRACTOR:

By: Eric Bower

Date: 4/6/2021

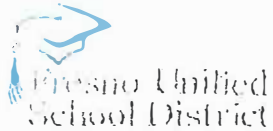
Authorized by:

Fresno Unified School District
4600 N. Bravley
Fresno, CA 93722

OWNER:

By: Alex Belanger

Date: 4/13/2021



CHANGE ORDER

You are directed to make the following changes to this Contract:

Item 1-1

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment to relocate existing 2" conduit at northeast corner of new gym feeding tennis court lighting controller and lift station. Intercept existing conduit and reroute to be clear of new building corner and install new conductors from Gym Electrical Room to lighting controller.

REASON FOR CHANGE:

Existing 2" electrical conduit was in the influence of the building pad and needed to be re-routed.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

RFP-04/RFI-22

Amount of this Change Order Item:

Increase \$ 10,240.00

Time adjustment by this Change Order Item:

Increase 0

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$ 10,240.00

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 0

END OF CHANGE ORDER
Change Order Item Detail



CHANGE ORDER

PROJECT NAME:

Edison High School New Auxiliary Gym Bldg Additions
540 E. California Avenue
Fresno, CA 93706

CHANGE ORDER No. :**002**

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:

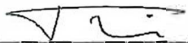
The original Contract Sum was	\$ 9,963,000.00
Net change by previously authorized Change Orders	\$ 10,240.00
The Contract Sum prior to this Change Order was	\$ 9,973,240.00
The Contract Sum will be adjusted by	\$ 52,874.80
The new Contract Sum, including this Change Order will be	\$ 10,026,114.80
The Contract Completion date prior to this Change Order was	3/13/2022
The Contract Time will be adjusted by	(22) Calendar Days
The new Contract Completion date, including this Change Order is therefore	4/4/2022

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 J. Avila

Date: 6/21/2021

Accepted by:

BMJ Construction Group, Inc
5485 E. Olive Ave
Fresno CA 93727

CONTRACTOR:


By: Mike Jones

Date: 6/21/2021

Authorized by:

Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722

OWNER:


By: Alex Bejanger

Date: 6/25/2021



CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 2-1

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment to expose, cap, remove and dispose of piping discovered in the northeast corner of the gym addition excavation. District is willing to assess valuation of extended days at a later date, provided.

REASON FOR CHANGE:

Existing piping in conflict with new gym foundations.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$ 6,269.00

Time adjustment by this Change Order Item:

Increase 14

Item 2-2

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment to re-route the existing water line north of new building and re-connect to the existing cold water supply feeding the tennis courts.

REASON FOR CHANGE:

Existing utility cold water piping shown to be removed, is required for operation of adjacent facilities.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

SI-06

Amount of this Change Order Item:

Increase \$ 17,090.00

Time adjustment by this Change Order Item:

Increase 0

Item 2-3

DESCRIPTION OF CHANGE:

Change roof-top HVAC units to accommodate MERV-13 filtration including - Two AC-1 at Snack Bar / Lobby area with new high-static motors; Two AC-2 at Student Services area and One AH-1 at Gym Addition.

REASON FOR CHANGE:

District standard filtration requirements for HVAC systems have been increased to MERV-13.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFP-06

Amount of this Change Order Item:

Increase \$ 2,696.00

Time adjustment by this Change Order Item:

Increase 0



CHANGE ORDER

Item 2-4**DESCRIPTION OF CHANGE:**

Change all storefront aluminium doors from medium stile width to wide stile width.

REASON FOR CHANGE:

Specified aluminium storefront doors are not compatible with specified door hardware.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFI-058

Amount of this Change Order Item:

Increase \$ 3,999.00

Time adjustment by this Change Order Item:

Increase 0

Item 2-5**DESCRIPTION OF CHANGE:**

Changes to move roof-top mechanical equipment from existing roof to new student services addition roof including structural steel framing, metal stud blocking, ductwork changes, gas and condensate piping changes and added parapet cap.

REASON FOR CHANGE:

Change requested to minimize disruption and patching in existing foam roof assembly to avoid future service issues.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFP-02

Amount of this Change Order Item:

Increase \$ 21,326.80

Time adjustment by this Change Order Item:

Increase 0

Item 2-6**DESCRIPTION OF CHANGE:**

Provide all labor, materials, and equipment to cap existing 2 1/2" water line on the east side of the proposed gym. District is willing to access valuation of extended days at a later date.

REASON FOR CHANGE:

An existing water-line was discovered in the over excavation zone of the new building pad for the lobby addition. The water line was capped and the line removed to continue with the over excavation.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

SI-06

Amount of this Change Order Item:

Increase \$ 1,494.00

Time adjustment by this Change Order Item:

Increase 8

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$ 52,874.80

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 22

*** End of CHANGE ORDER ***



CHANGE ORDER

PROJECT NAME:

Edison High School New Auxilliary Gym Bldg Additions
540 E. California Avenue
Fresno, CA 93706

CHANGE ORDER No. :**003**

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	\$ 63,114.80
The Contract Sum prior to this Change Order was	\$ 10,026,114.80
The Contract Sum will be adjusted by	\$ 91,284.00
The new Contract Sum, including this Change Order will be	\$ 10,117,398.80
The Contract Completion date prior to this Change Order was	4/4/2022
The Contract Time will be adjusted by	(60) 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

Date: 06/24/2021

Accepted by:

BMJ Construction Group, Inc
5485 E. Olive Ave
Fresno CA 93727

CONTRACTOR:

By: Mike Jones

Date: 6/25/2021

Authorized by:

Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722

OWNER:

By: Alex Belanger

Date: 6/25/2021

CHANGE ORDER

You are directed to make the following changes in this Contract.

Item 3-1

DESCRIPTION OF CHANGE:

Lower W9 footings, add concrete pedestals and install steps in perimeter footing at grid lines A/1 & 2 and G/1& 2. Include over-excavation, re-compaction, revised concrete and reinforcing steel, backfill and re-compaction of soil. District is willing to access valuation of extended days at a later date.

REASON FOR CHANGE:

WF9 footings required lowering to accommodate under-floor ductwork and to avoid conflict with adjacent existing storm drain line.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFP-05.1

Amount of this Change Order Item:

Increase \$ 84,053.00

Time adjustment by this Change Order Item:

Increase 60

Item 3-2

DESCRIPTION OF CHANGE:

Modify steel roof trusses and add supports for basketball backstop near grid lines B.5 and 6; Remove W10x12 beams and clips, add W8x10 beams and connections at new locations.

REASON FOR CHANGE:

Support beams for basketball backstops not shown at this location in contract documents.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFI-027

Amount of this Change Order Item:

Increase \$ 7,231.00

Time adjustment by this Change Order Item:

Increase 0

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$ 91,284.00

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 60

*** ENCLOSED CHANGE ORDER ***
Change Order Item Detail



CHANGE ORDER

PROJECT NAME:

20-20 McLane High School Scoreboard
2727 N. Cedar Avenue
Fresno, CA 93703

CHANGE ORDER No. :**001**

DSA File No. :

10-H8

Application No. :

02-117907**CONTRACTOR :**

GC Builders
3003 N Monroe Ave
Fresno, CA 93723

DESIGNER'S PROJECT No. :**NA****FUSD BID/CONTRACT No. :****21-14****CONTRACTOR P.O. No. :****696733**

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows.

The original Contract Sum was	\$	397,755.00
Net change by previously authorized Change Orders	\$	-
The Contract Sum prior to this Change Order was	\$	397,755.00
The Contract Sum will be adjusted by	\$	37,499.69
The new Contract Sum, including this Change Order will be	\$	435,254.69
The Contract Completion date prior to this Change Order was		6-May-21
The Contract Time will be adjusted by		21 Day
The new Contract Completion date, including this Change Order is therefore		27-May-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:**SIM-PBK.**

7790 N. Palm Avenue
Fresno, CA 93711

ARCHITECT/ENGINEER:

By: John Smith

Date: 5/19/2021

Accepted by:**GC Builders**

3003 N Monroe
Fresno, CA 93723

CONTRACTOR:

By: Gerardo Campos

Date: 5/20/21

Authorized by:**Fresno Unified School District**

4600 N. Brawley
Fresno, CA 93722

OWNER:

By: Jason Duke

Date: 5/27/21



CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 1-1

DESCRIPTION OF CHANGE:

Relocation of piers, and enlargement of horizontal girts.

REASON FOR CHANGE:

Unforeseen underground site conditions required the piers to be moved and during review of the move DSA required the horizontal girts to be enlarged.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

COR 1R

Amount of this Change Order Item:

Increase \$ 16,660.77

Time adjustment by this Change Order Item:

Increase 21

Item 1-2

DESCRIPTION OF CHANGE:

Poor soil conditions required additional labor and materials to drill piers per plan.

REASON FOR CHANGE:

Soil conditions were too dry and sandy. The use of a vacume pump, slurry mix, and re-drilling was required to furnish a pier that will meet the design requirements.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

COR 002

Amount of this Change Order Item:

Increase \$ 16,920.18

Time adjustment by this Change Order Item:

Increase 0 Days

Item 1-3

DESCRIPTION OF CHANGE:

8 strand fiber provided for scoreboard connection instead of the 6 strand called for in bid documents.

REASON FOR CHANGE:

The original design was based on a different scoreboard company specification. The installed scoreboard requires 8 strand and not 6 strand.

CHANGE CATEGORY:

District and Designer

DOCUMENT REFERENCE:

COR 3



CHANGE ORDER

Amount of this Change Order Item:
Time adjustment by this Change Order Item:

Increase \$ 3,918.74
Increase 0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$ 37,499.69
INCREASE 21 Days

*** End of CHANGE ORDER ***



CHANGE ORDER

PROJECT NAME:

Classroom Building Addition
Columbia Elementary School
1025 S. Trinity St, Fresno CA 93706

CHANGE ORDER No. :**002**

DSA File No. :

10-48

Application No. :

02-117287**CONTRACTOR :**

Davis Moreno Construction Inc
4720 N. Blythe
Fresno CA 93722

DESIGNER'S PROJECT No. :**1813****FUSD BID/CONTRACT No. :****21-24****CONTRACTOR P.O. No. :****697486**

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	\$ 7,661,507.00
Net change by previously authorized Change Orders	\$ (48,651.94)
The Contract Sum prior to this Change Order was	\$ 7,612,855.06
The Contract Sum will be adjusted by	\$ 5,640.90
The new Contract Sum, including this Change Order will be	\$ 7,618,495.96
The Contract Completion date prior to this Change Order was	5/19/2022
The Contract Time will be adjusted by	(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore	5/19/2022

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 Avenue
Fresno, CA 93711

ARCHITECT/ENGINEER:

By: Antonio J. Avila

Date: 5/24/2021

Accepted by:

Davis Moreno Construction Inc
4720 N. Blythe Fresno
CA 93722

CONTRACTOR:

By: JR Moreno

Date: 6-10-21

Authorized by:

Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722

OWNER:

By: Alex Belanger

Date: 6/14/2021

CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 2-1

DESCRIPTION OF CHANGE:

Provide all labor, equipment and materials to modify room numbering of classrooms

REASON FOR CHANGE:

Room numbers changed to align with existing campus buildings

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

SI-10

Amount of this Change Order Item:

Increase \$ 559.85

Time adjustment by this Change Order Item:

Increase 0 Days

Item 2-2

DESCRIPTION OF CHANGE:

All labor, materials, equipment required for additional decomposed granite at the Playground area

REASON FOR CHANGE:

Playground area shifted Northeast to accommodate shallow connection into existing storm drainage line. Increasing the positive drainage at that system tie-in. Decomposed granite was provided in gap

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

RFP-006

Amount of this Change Order Item:

Increase \$ 2,931.93

Time adjustment by this Change Order Item:

Increase 0 Days

Item 2-3

DESCRIPTION OF CHANGE:

Provide all labor, equipment and materials for additional finishes to existing portable classrooms including painting the existing ceiling grid & trim piece at perimeter wall intersections; remove/replace existing sheet metal modline covers/corner covers. Paint new cover to match adjacent finishes; Remove interior metal trim at windows & replace with FRP

REASON FOR CHANGE:

District requested to update existing buildings

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFP-007

Amount of this Change Order Item:

Increase \$ 9,900.00

Time adjustment by this Change Order Item:

Increase 0 Days

CHANGE ORDER

Item 2-4

DESCRIPTION OF CHANGE:

Provide all labor, equipment and materials for changing underground site water pipe from 5 feet outside of the building to point of connection from Schedule 40 to Schedule 80

REASON FOR CHANGE:

PVC schedule change for site water to meet District Standards

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

Submittal 042.R1

Amount of this Change Order Item:

Increase \$ 930.60

Time adjustment by this Change Order Item:

Increase 0 Days

Item 2-5

DESCRIPTION OF CHANGE:

Provide all labor, equipment and materials for deleting UV Emitters in HVAC cabinets

REASON FOR CHANGE:

District Standard for improved indoor air quality is through increased filtration and outside air exchange through dampering and controls programming

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFP-09

Amount of this Change Order Item:

Decrease \$ (12,244.00)

Time adjustment by this Change Order Item:

Increase 0 Days

Item 2-6

DESCRIPTION OF CHANGE:

Provide all labor, equipment and materials to repair and re-route power to the existing lift station on the East side of them campus. Stub a spare conduit out of existing panel to re-route power to the existing lift station pump.

REASON FOR CHANGE:

An unknown electrical conduit was damaged during the installation of the irrigation pipe. Power to existing lift station required relocation to avoid conflict with new work

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

RFI-015

Amount of this Change Order Item:

Increase \$ 2,413.95

Time adjustment by this Change Order Item:

Increase 0 Days



CHANGE ORDER

Item 2-7

DESCRIPTION OF CHANGE:

Provide all labor, equipment and materials to provide and install two (2) additional gate valves on irrigation main

REASON FOR CHANGE:

For isolation & service

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$ 1,148.57

Time adjustment by this Change Order Item:

Increase 0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$ 5,640.90

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 0 DAYS

End of CHANGE ORDER

Fresno Unified School District
Board Agenda Item

Board Meeting Date: August 11, 2021

AGENDA ITEM A-14

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify the Filing of Notices of Completion

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

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

For Information Only

Original contract amount:	\$ 1,287,832
Change Order(s) previously ratified:	\$ 62,903
Contract amount:	\$ 1,350,735

Bid 19-50 Sections A and B, Portable Classroom Relocation and Infrastructure for Ewing, Kirk, Phoenix, Sunset, Vang Pao and Wilson Elementary Schools

For Information Only

Original contract amount:	\$ 2,839,333
Change Order(s) previously ratified:	\$ 194,901
Contract amount:	\$ 3,034,234

Bid 20-11, Ericson Elementary School Early Learning Building Construction and Interim Housing Infrastructure

For Information Only

Original contract amount:	\$ 5,922,364
Change Order(s) previously ratified:	\$ 425,380
Contract amount:	\$ 6,347,744

Bid 20-54 Section B, Modular Classroom Infrastructure for Lawless, Lincoln and Malloch Elementary Schools

For Information Only

Original contract amount:	\$ 1,282,737
Change Order(s) previously ratified:	\$ 102,954
Contract amount:	\$ 1,385,691

Bid 21-01, Hoover High School Event Center Painting and Fire Proofing

For Information Only

Original contract amount:	\$ 254,052
Change Order(s) previously ratified:	\$ 24,622
Contract amount:	\$ 278,674

Bid 21-07, McLane High School Fire Alarm Upgrade

For Information Only

Original contract amount:	\$ 1,355,000
Change Order(s) previously ratified:	\$ 100,201
Contract amount:	\$ 1,455,201

Bid 21-12 Sections A and B, Gymnasium Scoreboard Replacement at Various Middle Schools

For Information Only

Original contract amount:	\$ 253,890
Change Order(s) previously ratified:	\$ 0
Contract amount:	\$ 253,890

Bid 21-14, McLane High School Stadium Scoreboard Replacement

For Information Only

Original contract amount:	\$ 397,755
Change Order(s) previously ratified:	\$ 37,500
Contract amount:	\$ 435,255

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:





2021-0078219

FRESNO County Recorder
Paul Dictos, CPA

Wednesday, May 12, 2021 09:45:00 AM

CONFORMED COPY

Copy of document recorded.
Has not been compared with original.

NO FEE REQUIRED

No Fee for recording in accordance with California
Government Code Sections 6103 and 27383

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

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

NOTICE OF COMPLETION (AND ACCEPTANCE)

Notice pursuant to Civil Code Section 9204 must be filed within 15 days after completion.

Notice is hereby given that:


1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is **FRESNO UNIFIED SCHOOL DISTRICT**
3. The full address of the owner is **2309 Tulare Street, Fresno, California 93721**
4. The nature of the interest or estate of the owner is: **IN FEE**

(If other than "In Fee" an insert, for example, "Purchase under contract of Purchase", "or lease")

5. A work of improvement on the property hereinafter described was accepted/completed on **April 16, 2021**.
The work done was **Lighting Improvements at Various Schools Ph. 3, Sections B, C & D Bid No. 19-42.**
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:
ReGreen, Inc. 120 Standard St., El Segundo, CA 90245 **May 30, 2019**
(IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)
7. The property on which said work of improvement was completed is in the City of **Fresno**, County of **Fresno**, State of California, and is described and the address is as follows:

See Page 2


Date: **May 7, 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 **May 7, 2021** at **Fresno**,


Ann Looz, Executive Director of Purchasing
Fresno Unified School District

NOTICE OF COMPLETION (AND ACCEPTANCE) (Continued)

Bid No.: 19-42, Sections B, C & D

General Contractor: ReGreen, Inc.

Project Name: Lighting Improvements at Various Schools Ph. 3

<u>Balderas Elementary School</u>	<u>4625 E. Florence Ave., Fresno, CA 93725</u>	<u>DSA No.: n/a</u>
<u>Calwa Elementary School</u>	<u>4303 E. Jensen Ave., Fresno, CA 93725</u>	<u>DSA No.: n/a</u>
<u>Cesar Chavez Adult School</u>	<u>2500 E. Stanislaus St., Fresno, CA 93721</u>	<u>DSA No.: n/a</u>
<u>Edison High School</u>	<u>540 E. California Ave., Fresno, CA 93706</u>	<u>DSA No.: n/a</u>
<u>Fresno High School</u>	<u>1839 N. Echo Ave., Fresno, CA 93704</u>	<u>DSA No.: n/a</u>
<u>Greenberg Elementary School</u>	<u>5081 E. Lane Ave., Fresno, CA 93727</u>	<u>DSA No.: n/a</u>
<u>Heaton Elementary School</u>	<u>1533 N. San Pablo Ave., Fresno, CA 93728</u>	<u>DSA No.: n/a</u>
<u>Hidalgo Elementary School</u>	<u>3550 E. Thomas Ave., Fresno, CA 93702</u>	<u>DSA No.: n/a</u>
<u>Leavenworth Elementary School</u>	<u>4420 E. Thomas Ave., Fresno, CA 93702</u>	<u>DSA No.: n/a</u>
<u>Lowell Elementary School</u>	<u>171 N. Poplar Ave., Fresno, CA 93701</u>	<u>DSA No.: n/a</u>
<u>Manchester Elementary School</u>	<u>2307 E. Dakota Ave., Fresno, CA 93726</u>	<u>DSA No.: n/a</u>
<u>Mayfair Elementary School</u>	<u>3305 E. Home Ave., Fresno, CA 93703</u>	<u>DSA No.: n/a</u>
<u>Norseman Elementary School</u>	<u>4636 E. Weldon Ave., Fresno, CA 93703</u>	<u>DSA No.: n/a</u>
<u>Phoenix Academy School</u>	<u>3335 N. Arthur Ave., Fresno, CA 93705</u>	<u>DSA No.: n/a</u>
<u>Storey Elementary School</u>	<u>5250 E. Church Ave., Fresno, CA 93725</u>	<u>DSA No.: n/a</u>
<u>Sunnyside High School</u>	<u>1019 S. Peach Ave., Fresno, CA 93727</u>	<u>DSA No.: n/a</u>
<u>Terronez Middle School</u>	<u>2300 S. Willow Ave., Fresno, CA 93725</u>	<u>DSA No.: n/a</u>

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

2021-0108284

**FRESNO County Recorder
Paul Dictos, CPA**

Friday, Jul 02, 2021 08:00:00 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 **March 19, 2021**.
The work done was **Portable Classroom Relocation and Infrastructure for Ewing, Kirk, Phoenix, Sunset, Vang Pao and Wilson Elementary Schools, Sections A & B** **Bid No. 19-50.**
This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's rights to enforce any provision of the contract accepted/completed, including but not limited to requiring any and all punch list, testing, startup, commissioning, or other contract work to be performed in its entirety in accordance with the Contract Documents, which rights are expressly reserved by the undersigned owner.
6. The Name of the contractor, if any, for such work of improvement was:
Davis Moreno Construction, Inc. 4720 N. Blythe Ave., Fresno, CA 93722 May 30, 2019
(IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)
7. The property on which said work of improvement was completed is in the City of **Fresno**, County of **Fresno**, State of California, and is described and the address is as follows:

See Page 2

Date: **July 1, 2021**


Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

VERIFICATION

I, the undersigned say: I am the Executive Director of Purchasing the declarant of the foregoing notice of completion (and acceptance); I have read said notice of completion (and acceptance) and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on **July 1, 2021** at **Fresno**,


Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

NOTICE OF COMPLETION (AND ACCEPTANCE) (Continued)

Bid No.: 19-50, Sections A & B

General Contractor: Davis Moreno Construction, Inc.

Project Name: Portable Classroom Relocation and Infrastructure for Ewing, Kirk, Phoenix, Sunset, Vang Pao and Wilson Elementary Schools

Ewing Elementary School	4873 E. Olive Ave., Fresno, CA 93727	DSA No.: 02-117548
Kirk Elementary School	2000 E. Belgravia Ave., Fresno, CA 93706	DSA No.: 02-117547
Phoenix Elementary School	3335 N. Arthur Ave., Fresno, CA 93705	DSA No.: 02-117543
Sunset Elementary School	1451 E. Sierra Ave., Fresno, CA 93710	DSA No.: 02-117544
Vang Pao Elementary School	7120 N. Valentine Ave., Fresno, CA 93711	DSA No.: 02-117375
Wilson Elementary School	1001 E. Florence Ave., Fresno, CA 93706	DSA No.: 02-117546

NO FEE REQUIRED

No Fee for recording in accordance with California
Government Code Sections 6103 and 27383

2021-0093705

FRESNO County Recorder
Paul Dictos, CPA

Tuesday, Jun 08, 2021 11:10:32 AM

CONFORMED COPY

Copy of document recorded.
Has not been compared with original.

RECORDING REQUESTED BY AND**WHEN RECORDED MAIL TO:**

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

NOTICE OF COMPLETION (AND ACCEPTANCE)

Notice pursuant to Civil Code Section 9204 must be filed within 15 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is **FRESNO UNIFIED SCHOOL DISTRICT**
3. The full address of the owner is **2309 Tulare Street, Fresno, California 93721**
4. The nature of the interest or estate of the owner is: **IN FEE**

(If other than "In Fee" an insert, for example, "Purchase under contract of Purchase", "or lease")

5. A work of improvement on the property hereinafter described was accepted/completed on **May 30, 2021**.
The work done was **Ericson Elementary School Early Learning Building Construction and Interim Housing Infrastructure,** **Bid No. 20-11.**

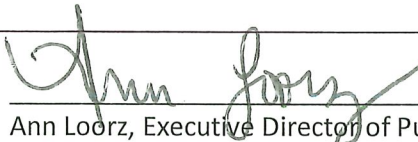
This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's rights to enforce any provision of the contract accepted/completed, including but not limited to requiring any and all punch list, testing, startup, commissioning, or other contract work to be performed in its entirety in accordance with the Contract Documents, which rights are expressly reserved by the undersigned owner.

6. The Name of the contractor, if any, for such work of improvement was:
Davis Moreno Construction, Inc. 4720 N. Blythe Avenue, Fresno, CA 93722 December 19, 2019
(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:

Ericson Elementary School 4774 E. Yale Ave., Fresno, CA 93703 DSA No.: 02-116766
DSA No.: 02-117611

Date: **June 7, 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 **June 7, 2021** at **Fresno**,



Ann Looz, Executive Director of Purchasing
Fresno Unified School District

NO FEE REQUIRED

No Fee for recording in accordance with California
Government Code Sections 6103 and 27383

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

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

2021-0085315

**FRESNO County Recorder
Paul Dictos, CPA**

Monday, May 24, 2021 12:58:08 PM

CONFORMED COPY

Copy of document recorded.
Has not been compared with original.

NOTICE OF COMPLETION (AND ACCEPTANCE)

Notice pursuant to Civil Code Section 9204 must be filed within 15 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is **FRESNO UNIFIED SCHOOL DISTRICT**
3. The full address of the owner is **2309 Tulare Street, Fresno, California 93721**
4. The nature of the interest or estate of the owner is: **IN FEE**

(If other than "In Fee" an insert, for example, "Purchase under contract of Purchase", "or lease")

5. A work of improvement on the property hereinafter described was accepted/completed on **May 14, 2021**.
The work done was **Modular Classroom Infrastructure for Lawless Elementary Schools, Section B**

Bid No. 20-54.

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:
Todd D. Phillips, Inc. dba Buildings Unlimited **413 W. Yosemite Ave. #106, Madera, CA 93637** **June 11, 2020**
(IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)

7. The property on which said work of improvement was completed is in the City of **Fresno**, County of **Fresno**, State of California, and is described and the address is as follows:

Lawless Elementary School **5255 N. Reese Ave., Fresno, CA 93722** **DSA No.: 02-118278**

Date: **May 20, 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 **May 20, 2021** at **Fresno**,

Ann Looz, Executive Director of Purchasing
Fresno Unified School District

NO FEE REQUIRED

No Fee for recording in accordance with California
Government Code Sections 6103 and 27383

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

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

2021-0078342

FRESNO County Recorder
Paul Dictos, CPA

Wednesday, May 12, 2021 11:37:37 AM

CONFORMED COPY

Copy of document recorded.
Has not been compared with original.

NOTICE OF COMPLETION (AND ACCEPTANCE)

Notice pursuant to Civil Code Section 9204 must be filed within 15 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is **FRESNO UNIFIED SCHOOL DISTRICT**
3. The full address of the owner is **2309 Tulare Street, Fresno, California 93721**
4. The nature of the interest or estate of the owner is: **IN FEE**

(If other than "In Fee" an insert, for example, "Purchase under contract of Purchase", "or lease")

5. A work of improvement on the property hereinafter described was accepted/completed on **April 16, 2021**.
The work done was **Modular Classroom Infrastructure for Lincoln and Malloch Elementary Schools,**
Section B, Bid No. 20-54.

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:
Todd D. Phillips, Inc. dba Buildings Unlimited **413 W. Yosemite Ave. #106, Madera CA 93637** **June 11, 2020**
(IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)

7. The property on which said work of improvement was completed is in the City of **Fresno**, County of **Fresno**, State of California, and is described and the address is as follows:

<u>Lincoln Elementary School</u>	<u>1100 Mono St., Fresno, CA 93706</u>	<u>DSA No.: 02-118277</u>
<u>Malloch Elementary School</u>	<u>2251 W. Morris Ave., Fresno, CA 93711</u>	<u>DSA No.: 02-118311</u>

Date: **May 5, 2021**


Ann Loorz, Purchasing Business Operations Manager
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 **May 5, 2021** at **Fresno**,


Ann Loorz, Purchasing Business Operations Manager
Fresno Unified School District

NO FEE REQUIRED

No Fee for recording in accordance with California
Government Code Sections 6103 and 27383

2021-0108283

FRESNO County Recorder
Paul Dictos, CPA

Friday, Jul 02, 2021 08:00:00 AM

CONFORMED COPY

Copy of document recorded.
Has not been compared with original.

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

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

NOTICE OF COMPLETION (AND ACCEPTANCE)

Notice pursuant to Civil Code Section 9204 must be filed within 15 days after completion.

Notice is hereby given that:

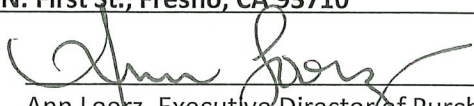
1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is **FRESNO UNIFIED SCHOOL DISTRICT**
3. The full address of the owner is **2309 Tulare Street, Fresno, California 93721**
4. The nature of the interest or estate of the owner is: **IN FEE**

(If other than "In Fee" an insert, for example, "Purchase under contract of Purchase", "or lease")

5. A work of improvement on the property hereinafter described was accepted/completed on **June 14, 2021**.
The work done was **Hoover High School Event Center Painting and Fire Proofing, Bid No. 21-01.**
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:
Trinity System Group, Inc. 1509 Draper St., Kingsburg, CA 93631 August 13, 2020
(IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)
7. The property on which said work of improvement was completed is in the City of **Fresno**, County of **Fresno**, State of California, and is described and the address is as follows:

Hoover High School 5550 N. First St., Fresno, CA 93710 DSA No.: n/a

Date: **July 1, 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 **July 1, 2021** at **Fresno**,


Ann Looz, Executive Director of Purchasing
Fresno Unified School District

NO FEE REQUIRED

No Fee for recording in accordance with California Government Code Sections 6103 and 27383

2021-0108282

**FRESNO County Recorder
Paul Dictos, CPA**

Friday, Jul 02, 2021 08:00:00 AM

CONFORMED COPY

Copy of document recorded.
Has not been compared with original.

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

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

NOTICE OF COMPLETION (AND ACCEPTANCE)

Notice pursuant to Civil Code Section 9204 must be filed within 15 days after completion.

Notice is hereby given that:

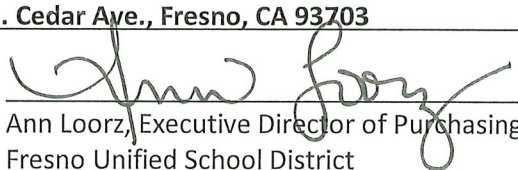
1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is **FRESNO UNIFIED SCHOOL DISTRICT**
3. The full address of the owner is **2309 Tulare Street, Fresno, California 93721**
4. The nature of the interest or estate of the owner is: **IN FEE**

(If other than "In Fee" an insert, for example, "Purchase under contract of Purchase", "or lease")

5. A work of improvement on the property hereinafter described was accepted/completed on **June 25, 2021.**
The work done was **McLane High School Fire Alarm Upgrade,** **Bid No. 21-07.**
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:
EKC Enterprises, Inc. **4658 E. Weathermaker Ave., Fresno, CA 93703** **October 8, 2020**
(IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)
7. The property on which said work of improvement was completed is in the City of **Fresno**, County of **Fresno**, State of California, and is described and the address is as follows:

McLane High School **2727 N. Cedar Ave., Fresno, CA 93703** **DSA No.: 02-118223**

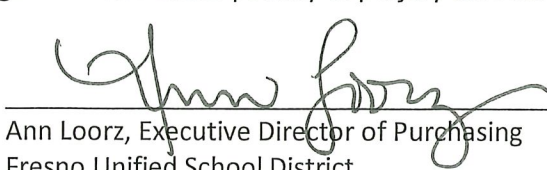
Date: **June 30, 2021**


Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

VERIFICATION

I, the undersigned say: I am the Executive Director of Purchasing the declarant of the foregoing notice of completion (and acceptance); I have read said notice of completion (and acceptance) and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 30, 2021 at Fresno,


Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

2021-0093704

FRESNO County Recorder
Paul Dictos, CPA

Tuesday, Jun 08, 2021 11:10:32 AM

CONFORMED COPY

Copy of document recorded.
Has not been compared with original.

NO FEE REQUIRED

No Fee for recording in accordance with California
Government Code Sections 6103 and 27383

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

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

NOTICE OF COMPLETION (AND ACCEPTANCE)

Notice pursuant to Civil Code Section 9204 must be filed within 15 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is FRESNO UNIFIED SCHOOL DISTRICT
3. The full address of the owner is 2309 Tulare Street, Fresno, California 93721
4. The nature of the interest or estate of the owner is: IN FEE

(If other than "In Fee" an insert, for example, "Purchase under contract of Purchase", "or lease")

5. A work of improvement on the property hereinafter described was accepted/completed on March 30, 2021.
The work done was Gymnasium Scoreboard Replacement for Various Middle Schools, Sections A & B

Bid No. 21-12.

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:
Fluoresco Services, LLC 3484 W. Gettysburg Ave. #102, Fresno, CA 93722 November 19, 2020
(IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)
7. The property on which said work of improvement was completed is in the City of Fresno, County of Fresno, State of California, and is described and the address is as follows:

See Page 2

Date: June 7, 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 June 7, 2021 at Fresno,


Ann Looz, Executive Director of Purchasing
Fresno Unified School District

NOTICE OF COMPLETION (AND ACCEPTANCE) (Continued)

Bid No.: 21-12, Sections A & B

General Contractor: Fluoresco Services, LLC

Project Name: Gymnasium Scoreboard Replacement for Various Middle Schools

Ahwahnee Middle School	1127 E. Escalon Ave., Fresno, CA 93710	DSA No.: n/a
Computech Middle School	555 E. Belgravia Ave., Fresno, CA 93706	DSA No.: n/a
Cooper Middle School	2277 W. Bellaire Way, Fresno, CA 93705	DSA No.: n/a
Fort Miller Middle School	1302 E. Dakota Ave., Fresno, CA 93704	DSA No.: n/a
Hamilton K-8 School	102 E. Clinton Ave., Fresno, CA 93704	DSA No.: n/a
Kings Canyon Middle School	5117 E. Tulare Ave., Fresno, CA 93727	DSA No.: n/a
Scandinavian Middle School	3216 N. Sierra Vista Ave., Fresno, CA 93726	DSA No.: n/a
Sequoia Middle School	4050 E. Hamilton Ave., Fresno, CA 93702	DSA No.: n/a
Tehipite Middle School	630 N. Augusta St., Fresno, CA 93701	DSA No.: n/a
Tenaya Middle School	1239 W. Mesa Ave., Fresno, CA 93711	DSA No.: n/a
Terronez Middle School	2300 S. Willow Ave., Fresno, CA 93725	DSA No.: n/a
Tioga Middle School	3232 E. Fairmont Ave., Fresno, CA 93726	DSA No.: n/a
Wawona Middle School	4524 N. Thorne Ave., Fresno, CA 93704	DSA No.: n/a
Yosemite Middle School	1292 N. 9 th St., Fresno, CA 93703	DSA No.: n/a

NO FEE REQUIRED

No Fee for recording in accordance with California Government Code Sections 6103 and 27383

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

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

2021-0098214

**FRESNO County Recorder
Paul Dictos, CPA**

Tuesday, Jun 15, 2021 01:34:02 PM

CONFORMED COPY

Copy of document recorded.
Has not been compared with original.

NOTICE OF COMPLETION (AND ACCEPTANCE)

Notice pursuant to Civil Code Section 9204 must be filed within 15 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is **FRESNO UNIFIED SCHOOL DISTRICT**
3. The full address of the owner is **2309 Tulare Street, Fresno, California 93721**
4. The nature of the interest or estate of the owner is: **IN FEE**

(If other than "In Fee" an insert, for example, "Purchase under contract of Purchase", "or lease")

5. A work of improvement on the property hereinafter described was accepted/completed on **May 27, 2021**.
The work done was **McLane High School Stadium Scoreboard Replacement, Bid No. 21-14.**
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:
GC Builders **3003 N. Monroe Ave., Fresno, CA 93723** **December 17, 2020**
(IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)
7. The property on which said work of improvement was completed is in the City of **Fresno**, County of **Fresno**, State of California, and is described and the address is as follows:
McLane High School **2727 N. Cedar Ave., Fresno, CA 93703** **DSA No.: 02-117907**

Date: **June 14, 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 **June 14, 2021** at **Fresno**,

Ann Looz, Executive Director of Purchasing
Fresno Unified School District

Fresno Unified School District
Board Agenda Item

Board Meeting Date: August 11, 2021

AGENDA ITEM A-15

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 May 01, 2021 through May 31, 2021, and one Purchase Order from February 2021

ITEM DESCRIPTION: Included in the Board binders is information on purchase orders issued from May 01, 2021 through May 31, 2021, and one purchase order from February 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.

The purchase order from February 2021 is for the Fresno Police Department. It was excluded from the purchase order report when the February list was ratified on June 02, 2021 in light of negotiations with the City of Fresno regarding paying a reduced amount, in recognition of limited service demand during school closure. As reported in a June 11, 2021 Board Communication, the district received a credit of \$459,400, which was applied by reducing the amount due in 2020/21 and reflecting a credit in 2021/22. The purchase order presented for ratification is for the reduced amount.

For the reported dates, no purchase orders are identified that may present a potential conflict of interest for an individual Board member. Please be advised that pursuant to Board Bylaw 9270, each individual Board member has a continuing duty to disclose and abstain from voting on any item where the potential for a conflict of interest exists.

FINANCIAL SUMMARY: Funding is noted on the attached pages.

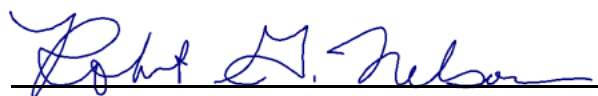
PREPARED BY: Ann Loorz,
Executive Director, Purchasing

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
MAY 01, 2021 TO MAY 31, 2021
RATIFICATION DATE AUGUST 11, 2021**

VENDOR/AUTHORITY	DEPT	PO NUMBER	FUND	UNIT	AMOUNT
3C ENGINEERING, INC. RFQ 20-14 SECTION 11	1130	703309	350	0912	\$19,750.00
ALL AMERICAN SPORTS USA BELOW BID LIMIT (PCC 20111)	0130	703043	030	7091	\$14,000.00
ALL AMERICAN SPORTS USA BELOW BID LIMIT (PCC 20111)	0315	702757	030	0172	\$11,581.95
ALL AMERICAN SPORTS USA BELOW BID LIMIT (PCC20111)	0725	702919	030	0170	\$10,000.00
A-MARK T-SHIRT, INC. BELOW BID LIMIT (PCC 20111)	0790	702920	030	0643	\$17,195.02
ANCORA PUBLISHING INSTRUCTIONAL MATERIALS (PCC 20118.3)	0770	703340	060	6500	\$12,647.25
AQUA SOURCE, INC. BELOW BID LIMIT (PCC 20111)	1891	703021	030	0716	\$67,666.64
AUGUST LEARNING SOLUTIONS, LLC INSTRUCTIONAL MATERIALS (PCC 20118.3)	0710	702123	060	6388	\$23,099.21
AVID CENTER BELOW BID LIMIT (PCC 20111)	0170	703490	060	3182	\$17,591.06
B & H PHOTO-VIDEO, INC. BOE 06/17/20 A-14 (PIGGYBACK)	0055	702778	030	7090	\$24,945.55
B & H PHOTO-VIDEO, INC. BOE 06/17/20 A-14 (PIGGYBACK)	0710	703242	060	6388	\$13,919.27
BARNES & NOBLE, INC. INSTRUCTIONAL MATERIALS (PCC 20118.3)	0710	702861	030	0152	\$15,418.84
BARNES & NOBLE, INC. INSTRUCTIONAL MATERIALS (PCC 20118.3)	0765	703111	120	5035	\$10,000.00
BOOT BARNES HOLDINGS BELOW BID LIMIT (PCC 20111)	0919	691000	060	8150	\$26,000.00
BSN SPORTS, INC. BOE 06/17/20 A-14 (PIGGYBACK)	0030	697597	030	0172	\$12,288.64
BSN SPORTS, INC. BOE 06/17/20 A-14 (PIGGYBACK)	0145	703248	680	0851	\$20,894.43
BUILDINGS UNLIMITED BID 20-54B	1295	608336B1	250	9016	\$40,062.10
BUILDINGS UNLIMITED BID 20-54B	1310	608336B2	350	0913	\$44,942.72
BUILDINGS UNLIMITED BID 20-54B	1320	608336B3	250	9016	\$17,948.84
CA TEACHING FELLOWS FOUNDATION BOE 06/17/20 A-4 (BUNDLED CONTRACTS)	0370	692072A	060	6010	\$10,925.25

CALIFORNIA SMOG REPAIR, INC.	0919	690070	060	8150	\$10,000.00
BELOW BID LIMIT (PCC 20111)					
CAROLINA BIOLOGICAL SUPPLY CO.	0445	703030	060	3182	\$19,366.69
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
CDW GOVERNMENT, INC.	0215	702789	060	3182	\$17,479.07
BOE 06/17/20 A-14 (PIGGYBACK)					
CDW GOVERNMENT, INC.	0505	703156	030	7091	\$10,959.47
BOE 06/17/20 A-14 (PIGGYBACK)					
CDW GOVERNMENT, INC.	0790	702785	060	4124	\$24,310.65
CDW GOVERNMENT, INC.	0790	702785	060	6010	\$28,000.00
BOE 06/17/20 A-14 (PIGGYBACK)					
CDW GOVERNMENT, INC.	0885	703439	030	0143	\$194,938.06
BOE 06/17/20 A-14 (PIGGYBACK)					
CDW GOVERNMENT, INC.	0885	703440	030	0143	\$130,109.88
BOE 06/17/20 A-14 (PIGGYBACK)					
CDW GOVERNMENT, INC.	0885	703464	030	0143	\$153,810.39
BOE 06/17/20 A-14 (PIGGYBACK)					
CDW GOVERNMENT, INC.	0886	702781	030	0140	\$34,676.17
BOE 06/17/20 A-14 (PIGGYBACK)					
CENGAGE LEARNING	0710	702978	060	6388	\$19,194.49
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
CENTRAL SANITARY SUPPLY CO., INC.	1920	702766	030	0734	\$11,952.24
BOE 06/17/20 A-14 (PIGGYBACK)					
CENTRAL STAR MARKETING, LLC	1185	703470	030	0500	\$10,000.00
BELOW BID LIMIT (PCC 20111)					
CENTRAL VALLEY MECHANICAL	1910	700074A	130	5310	\$62,741.06
BOE 01/08/14 A-10 (CUPCCAA)					
CENTRAL VALLEY SPORTS STITCH & INK	0355	702443	030	0172	\$11,950.00
BELOW BID LIMIT (PCC 20111)					
CHILDS AND CO., INC.	0919	703332	060	8150	\$15,574.32
BELOW BID LIMIT (PCC 20111)					
CITY SERVICE LIGHTING	1170	703342	350	0917	\$59,639.00
BID 21-39					
CLAWSON MOTORSPORTS	1920	703131	030	0734	\$10,275.20
BELOW BID LIMIT (PCC 20111)					
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	703163	120	5035	\$14,296.44
BOE 06/17/20 A-14 (PIGGYBACK)					
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	703577	030	0192	\$11,526.16
BOE 06/17/20 A-14 (PIGGYBACK)					
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	703580	030	0192	\$16,858.29
BOE 06/17/20 A-14 (PIGGYBACK)					
CUSTOM QUALITY CONCESSION TRAILERS	1395	690389	350	0916	\$23,700.00
BELOW BID LIMIT (PCC 20111)					
DARDEN ARCHITECTS, INC.	1095	553249	350	0913	\$161,270.00
RFQ 17-04					
DARDEN ARCHITECTS, INC.	1235	599875	350	0916	\$65,764.00
RFQ 17-04					

DARDEN ARCHITECTS, INC. RFQ 17-04	1905	597200	350	0913	\$24,770.00
DAVIS MORENO CONSTRUCTION, INC. 20-54A	1020	608336A1	350	0913	\$43,629.15
DAVIS MORENO CONSTRUCTION, INC. BID 19-50B	1098	562052B1	350	0917	\$42,140.11
DAVIS MORENO CONSTRUCTION, INC. BID 20-11	1150	604099	350	0913	\$24,924.49
DAVIS MORENO CONSTRUCTION, INC. BID 20-54A	1250	608336A2	350	0913	\$12,786.01
DAVIS MORENO CONSTRUCTION, INC. BID 20-54A	1421	608336A3	250	9016	\$15,092.70
DAVIS MORENO CONSTRUCTION, INC. BID 19-50B	1435	562052B2	350	0917	\$104,359.03
DEVELOPMENT GROUP, INC. BELOW BID LIMIT (PCC 20111)	0885	703164	030	0140	\$14,747.76
DL SIGN SYSTEMS BELOW BID LIMIT (PCC 20111)	0335	703039	030	0171	\$12,528.00
DOWNTOWN FORD SALES BOE 06/17/20 A-14 (PIGGYBACK)	0664	703199	030	0672	\$29,408.21
DR-GRAPHIX BOE 06/17/20 A-4 (BUNDLED CONTRACTS)	0795	702854	030	0500	\$25,000.00
EARLY CHILDHOOD DISCOVERY CENTERS, INC. BELOW BID LIMIT (PCC 20111)	0765	702938	120	5035	\$10,000.00
ECIFM SOLUTIONS, INC. BOE 06/17/20 A-14 (PIGGYBACK)	0919	703246	060	8150	\$19,344.00
EDUCATION ELEMENTS, INC. BELOW BID LIMIT (PCC 20111)	0601	703344	060	3010	\$10,000.00
EDUCATION ELEMENTS, INC. BELOW BID LIMIT (PCC 20111)	0601	703346	060	3010	\$14,500.00
EKC ENTERPRISES, INC. BID 21-23	1105	703442	140	6205	\$12,018.80
EKC ENTERPRISES, INC. BID 21-23	1110	703441	140	6205	\$12,018.80
EKC ENTERPRISES, INC. BID 21-23	1127	703447	140	6205	\$11,104.15
EKC ENTERPRISES, INC. BID 21-23	1417	703448	140	6205	\$12,018.80
ENVIRO CLEAN BOE 10/17/20 A-6 (PIGGYBACK)	1920	703017	030	0734	\$30,367.98
ENVIRO CLEAN BOE 10/07/20 A-6 (PIGGYBACK)	1920	703127	030	0734	\$60,788.10
ENVIRO CLEAN BOE 10/07/20 A-6 (PIGGYBACK)	1920	703129	030	0734	\$46,520.79
ENVIRO CLEAN BOE 10/17/20 A-16 (PIGGYBACK)	1920	703518	030	0734	\$24,315.24
EXPERIENCE, INC.	0710	703348	060	9073	\$59,700.00

BOE 05/05/21 A-6					
EXPO PARTY RENTAL & SALES	0725	703144	030	0170	\$10,000.00
BELOW BID LIMIT (PCC 20111)					
FASTSIGNS	0145	702923	030	0125	\$11,008.25
BELOW BID LIMIT (PCC 20111)					
FIRST STRING SPORTS	0455	692249	030	0172	\$13,214.55
BELOW BID LIMIT (PCC 20111)					
FOCUS PACKAGING & SUPPLY CO.	1920	702786	030	0734	\$29,421.04
BELOW BID LIMIT (PCC 20111)					
FOLLETT SCHOOL SOLUTIONS, INC.	1748	702779	060	6300	\$18,743.09
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
FREESTYLE EVENT SERVICES	0655	702557	030	0675	\$83,920.00
BOE 04/21/21 A-8					
FRESNO COUNTY CLERK/REGISTRAR	0855	703398	030	0670	\$22,349.11
BELOW BID LIMIT (PCC 20111)					
FRESNO FENCE CONNECTION	1415	703230	350	0917	\$13,650.00
BOE 01/08/14 A-10 (CUPCCAA)					
FRESNO OXYGEN	0710	703453	030	0152	\$29,697.37
BELOW BID LIMIT (PCC 20111)					
FRESNO OXYGEN	0710	703459	060	6387	\$15,855.05
BELOW BID LIMIT (PCC 20111)					
GC BUILDERS	1250	702415	350	0916	\$56,000.00
BOE 01/08/14 A-10 (CUPCCAA)					
GEIL ENTERPRISES, INC.	0880	690308	680	0851	\$70,000.00
RFP 20-31					
GEIL ENTERPRISES, INC.	1561	608038A	350	0917	\$19,587.39
RFP 20-31					
GENUINE PARTS CO.	0919	690078	060	8150	\$10,000.00
BELOW BID LIMIT (PCC 20111) GOODHEART-					
WILLCOX CO. INSTRUCTIONAL MATERIALS	0710	702904	060	6388	\$30,703.27
(PCC 20118.3) GOTTSCHALK MUSIC CENTER					
RFP 19-24	0727	702753	030	0168	\$54,016.19
GRADUATE SERVICES, LTD					
BELOW BID LIMIT (PCC 20111)	0725	703056	030	0175	\$10,000.00
HOUGHTON MIFFLIN COMPANY					
BOE 03/25/15 A-17	1748	702912	060	6300	\$30,393.88
HUMAN-I-T					
SOLE SOURCE (PCC 3400)	0885	703027	030	0143	\$64,139.30
IDN WILCO					
BELOW BID LIMIT (PCC 20111)	0919	703273	060	8150	\$38,276.06
IMANI ENTERPRISES CONSULTING, LLC					
INSTRUCTIONAL MATERIALS (PCC 20118.3)	1601	703249	060	3010	\$10,000.00
INTERACTIVE HEALTH TECHNOLOGIES, LLC					
BELOW BID LIMIT (PCC 20111)	0700	702877	060	9039	\$68,702.72

J & C BOOKS	1748	699399	060	6300	\$124,023.32
BOE 05/24/06 A-15					
KAPLAN EARLY LEARNING	0765	703116	120	5035	\$10,308.14
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
KEISHA L BURNETT	0670	703066	110	3555	\$10,327.63
BELOW BID LIMIT (PCC 20111)					
KEVIN'S CONCRETE PUMPING	0919	690136	060	8150	\$10,000.00
BELOW BID LIMIT (PCC 20111)					
LAKESHORE LEARNING MATERIALS	0765	703113	120	5035	\$14,993.95
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
LEE GRANT INSPECTIONS	0886	703208	030	0143	\$10,000.00
RFQ 20-14 SECTION 8					
LIFETOUCH NATIONAL SCHOOL STUDIOS	0655	702552	030	0675	\$40,500.00
BOE 04/21/21 A-8					
LINDA M. ESPINOSA	0765	702857	120	5035	\$12,500.00
BELOW BID LIMIT (PCC 20111)					
LYNX SYSTEM DEVELOPERS, INC.	0725	703134	030	0173	\$26,079.16
BELOW BID LIMIT (PCC 20111)					
MARK WILSON CONSTRUCTION, INC.	1090	703318	350	0917	\$28,500.00
RFQ 20-14 SECTION 14					
MARK WILSON CONSTRUCTION, INC.	1415	703317	350	0917	\$28,500.00
RFQ 20-14 SECTION 14					
MARK WILSON CONSTRUCTION, INC.	1495	703316	350	0917	\$28,500.00
RFQ 20-14 SECTION 14					
MARKO CONSTRUCTION GROUP, INC.	1090	703426	350	0917	\$504,000.00
BID 21-38					
MARKO CONSTRUCTION GROUP, INC.	1415	703429	350	0917	\$540,000.00
BID 21-38					
MARKO CONSTRUCTION GROUP, INC.	1495	703427	350	0917	\$585,000.00
BID 21-38					
MC GRAW-HILL EDUCATION, INC.	0787	702889	030	0146	\$17,632.55
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
MC GRAW-HILL EDUCATION, INC.	0790	703235	030	0643	\$57,223.25
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
MC GRAW-HILL EDUCATION, INC.	1765	703418	060	6300	\$10,934.07
INSTRUCTIONAL MATERIIALS (PCC 20118.3)					
MICROSOFT CORPORATION	0885	690084	030	0143	\$12,565.00
BOE 05/19/2021 A-18					
MIDSTATE AUTOMOTIVE EQUIPMENT CO.	0710	702846A	060	6387	\$26,445.18
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
MIRACLE PLAYSYSTEMS, INC.	1005	703437	350	0913	\$95,708.50
BOE 06/17/20 A-14 (PIGGYBACK)					
MOBILE MINI, INC.	1250	702961	350	0916	\$16,957.00
BELOW BID LIMIT (PCC 20111)					
NATIONAL INVENTORS HALL OF FAME	0701	702849	060	3010	\$16,331.22
INSTRUCTIONAL MATERIALS (PCC 20118.3)					

NEW ENGLAND SHEET METAL AND MECHANICAL CO.	1235	703451	350	0917	\$1,163,970.00
BID 21-40					
NEXT GEN MATH, LLC	0210	702931	060	3182	\$10,510.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
NIGHTINGALE RESOLUTIONS	0930	703387	030	0720	\$13,000.00
BELOW BID LIMIT (PCC 20111)					
OFFICE DEPOT	0045	OD000040090	030	7090	\$13,000.00
BOE 06/17/20 A-14 (PIGGYBACK)					
OFFICE DEPOT	0045	OD000042113	030	0110	\$10,700.00
BOE 06/17/20 A-14 (PIGGYBACK)					
OFFICE DEPOT	0235	OD000040042	030	7090	\$10,000.00
BOE 06/17/20 A-14 (PIGGYBACK)					
OFFICE DEPOT	0430	OD000040223	030	7090	\$15,000.00
BOE 06/17/20 A-14 (PIGGYBACK)					
OFFICE DEPOT	0787	OD000042156	030	0146	\$11,026.89
BOE 06/17/20 A-14 (PIGGYBACK)					
OFFICE DEPOT	0852	OD000040081	030	0679	\$10,000.00
BOE 06/17/20 A-14 (PIGGYBACK)					
OFFICE DEPOT	1891	OD000042130	030	0716	\$32,015.51
BOE 06/17/20 A-14 (PIGGYBACK)					
OFFICE DEPOT	1891	OD000042163	030	0716	\$35,637.16
BOE 6/17/20 A-14 (PIGGYBACK)					
OFFICE DEPOT	1891	OD000042193	030	0716	\$36,845.52
BOE 6/17/20 A-14 (PIGGYBACK)					
OFFICE DEPOT	1891	OD00041776A	030	0716	\$10,295.42
BOE 6/17/20 A-14 (PIGGYBACK)					
PARC	0924	692538	060	8150	\$13,500.00
BELOW BID LIMIT (PCC 20111)					
PRO-SCREEN, INC. SIGNS & GRAPHICS	0010	703584	030	0172	\$18,985.78
BOE 01/08/14 A-10 (CUPCCAA)					
PRO-SCREEN, INC. SIGNS & GRAPHICS	0130	702924	030	0172	\$17,212.20
BELOW BID LIMIT (PCC 20111)					
PRO-SCREEN, INC. SIGNS & GRAPHICS	0265	703285	030	0172	\$21,698.13
BELOW BID LIMIT (PCC 20111)					
PRO-SCREEN, INC. SIGNS & GRAPHICS	0415	703508	030	7090	\$26,611.05
PRO-SCREEN, INC. SIGNS & GRAPHICS	0415	703508	030	7091	\$10,720.42
PRO-SCREEN, INC. SIGNS & GRAPHICS	0415	703508	060	3182	\$3,112.38
BOE 01/08/14 A-10 (CUPCCAA)					
PRO-SCREEN, INC. SIGNS & GRAPHICS	0423	703101	030	0172	\$17,788.16
BELOW BID LIMIT (PCC 20111)					
PRO-SCREEN, INC. SIGNS & GRAPHICS	0505	703585	030	7090	\$22,157.00
BOE 01/08/14 A-10 (CUPCCAA)					
R & H WHOLESALE SUPPLY, INC.	1305	703517	350	0917	\$10,807.05
BELOW BID LIMIT (PCC 20111)					
REALITYWORKS, INC.	1185	703296	030	0155	\$20,899.21
INSTRUCTIONAL MATERIALS (PCC 20118.3)					

REFRIGERATION SUPP. DIST. BELOW BID LIMIT (PCC 20111)	0919	703390	060	8150	\$20,768.13
REV ROBOTICS, LLC INSTRUCTIONAL MATERIALS (PCC 20118.3)	0887	703120	030	0143	\$10,917.64
ROBERT BORO LANDSCAPING BELOW BID LIMIT (PCC 20111)	1561	703354	350	0917	\$23,770.00
RUSH ADVERTISING BELOW BID LIMIT (PCC 20111)	0045	703240	030	0172	\$10,990.00
SAFE 2 SCHOOL BOE 06/13/18 A-21	0664	702955	030	0672	\$25,000.00
SALEM ENGINEERING GROUP, INC. RFQ 20-14 SECTION 9	1130	702941	350	0912	\$41,242.00
SAN FRANCISCO FLORAL BELOW BID LIMIT (PCC 20111)	0725	703130	030	0170	\$15,000.00
SCHOLASTIC, INC. INSTRUCTIONAL MATERIALS (PCC 20118.3)	0790	703334	060	7422	\$256,760.13
SCHOLASTIC, INC. INSTRUCTIONAL MATERIALS (PCC 20118.3)	0790	703369A	060	7422	\$105,436.09
SCHOOL HEALTH CORPORATION BOE 6/17/20 A-14 (PIGGYBACK)	0730	703258	060	7425	\$519,008.83
SCHOOL SPECIALTY, LLC BOE 06/17/20 A-14 (PIGGYBACK)	1891	703183	030	0716	\$11,507.97
SCHOOL SPECIALTY, LLC BOE 6/17/21 A-14 (PIGGYBACK)	1891	703547	030	0716	\$10,287.86
SIGLER WHOLESALE DISTIBUTORS BELOW BID LIMIT (PCC 20111)	0919	690691	060	8150	\$10,000.00
SILVERSTONE SYSTEMS, LLC DBA DAKTIC INSTRUCTIONAL MATERIALS (PCC 20118. 3)	0710	702806A	060	6387	\$32,039.02
SIM ARCHITECTS RFQ 20-13	1421	703082	350	0912	\$311,408.00
SIM ARCHITECTS RFQ 20-13	1561	703078	350	0917	\$427,501.00
SOF SURFACES, INC. BELOW BID LIMIT (PCC 20111)	1200	703450	350	0917	\$21,170.35
SOF SURFACES, INC. BELOW BID LIMIT (PCC 20111)	1480	703449	350	0917	\$20,206.48
SOF SURFACES, INC. BELOW BID LIMIT (PCC 20111)	1490	703445	350	0917	\$21,230.54
SPINITAR BELOW BID LIMIT (PCC 20111)	0090	702896	030	0110	\$10,618.89
STATE ARCHITECT, DIVISION OF PUBLIC AUTHORITY (PCC 10103)	1120	702909	350	0917	\$73,498.20
STRATEGIC MECHANICAL, INC. BELOW BID LIMIT	1475	703022	350	0917	\$44,213.00
TEACHING STRATEGIES, LLC INSTRUCTIONAL MATERIALS (PCC 20118.3)	0765	703572	030	0192	\$17,799.37
TECH SUPPLY	0925	703069	030	7230	\$22,147.27

BELOW BID LIMIT (PCC 20111)					
TETER ARCHITECTS, LLP	0886	697411	030	0143	\$16,500.00
RFQ 20-14 SECTION 4					
THE BIG FRESNO FAIR	0655	702554	030	0675	\$64,627.80
BOE 04/21/21 A-8					
THE MOWERS EDGE	1920	703499	030	0734	\$25,929.12
BELOW BID LIMIT (PCC 20111)					
THERMO KING FRESNO, INC.	1910	703420	130	5320	\$90,871.76
RFP 21-21					
TNT TOWING, LLC	0919	690166	060	8150	\$10,000.00
BELOW BID LIMIT (PCC 20111)					
TRANE COMPANY	1475	703117	350	0917	\$62,853.33
BOE 06/17/20 A-14 (PIGGYBACK)					
TRIMAX MOWING SYSTEMS	1920	703500	030	0734	\$45,713.37
BELOW BID LIMIT (PCC 20111)					
TRINITY SYSTEM GROUP, INC.	1235	693282	350	0917	\$24,621.39
BID 21-01					
TROXELL COMMUNICATIONS	0885	703029	030	0143	\$116,472.63
BOE 06/17/20 A-14 (PIGGYBACK)					
VALLEY PUBLIC TELEVISION	0700	703525	060	7422	\$14,300.00
BELOW BID LIMIT (PCC 20111)					
VIATRON SYSTEMS, INC.	0805	703006	030	0140	\$18,144.00
BOE 06/17/20 A-4 (BUNDLED CONTRACTS)					
VINCENT COMMUNICATIONS, INC.	1891	702428	030	0716	\$11,904.24
BELOW BID LIMIT (PCC 20111)					
VIRCO, INC.	1891	703229	030	0716	\$16,438.98
BOE 06/17/20 A-14 (PIGGYBACK)					
W.O.L.F	0725	703158	030	0173	\$14,432.00
BOE 12/09/20 A-3					
W.O.L.F	0725	703306	030	0173	\$10,472.00
BOE 12/09/20 A-3					
W.O.L.F	0725	703308	030	0173	\$16,192.00
BOE 12/09/20 A-3					
WASTE MANAGEMENT/USA WASTE	1950	693511	030	0734	\$40,000.00
BID 19-07					

THE FOLLOWING PURCHASE ORDERS ARE UNDER \$10,000

**PURCHASE ORDERS DATED
MAY 01, 2021 TO MAY 31, 2021
RATIFICATION DATE AUGUST 11, 2021**

VENDOR/AUTHORITY	DEPT	PO NUMBER	FUND	UNIT	AMOUNT
A & A CRANE SERVICE	1910	703363	130	5310	\$450.00
A&E INDUSTRIAL CLEANING EQUIP.	0919	703286	060	8150	\$1,797.28
A.J. TROPHIES	0290	702597	030	7091	\$1,662.82
ACE TROPHY SHOP	0075	702453	030	0110	\$300.00
ACE TROPHY SHOP	0465	694764	030	7090	\$3,000.00
ACSA FOUNDATION FOR EDUC. ADMIN.	0601	702851	030	0500	\$1,900.00
ADVANCED MULTIMEDIA DEVICES	0786	702770	060	6500	\$5,290.78
AIR & LUBE SYSTEMS, INC.	0925	691071	030	7230	\$950.00
AJ'S TUXEDO JUNCTION	0725	703359	030	0175	\$2,000.00
ALERT-O-LITE, INC.	0895	703498	030	0716	\$3,563.74
ALERT-O-LITE, INC.	1090	702956	350	0917	\$1,425.00
ALERT-O-LITE, INC.	1415	703139	350	0917	\$1,425.00
ALERT-O-LITE, INC.	1495	703137	350	0917	\$1,425.00
ALL AMERICAN SPORTS USA	0045	702756	030	0172	\$8,155.67
ALL AMERICAN SPORTS USA	0130	703471	030	0125	\$974.25
ALL AMERICAN SPORTS USA	0370	702957	030	0172	\$4,900.00
ALL AMERICAN SPORTS USA	0470	703049	030	0172	\$6,201.85
ALL AMERICAN SPORTS USA	0706	702533	030	0152	\$3,697.61
ALL SIGNS	0535	703521	030	0110	\$5,867.45
ALL SIGNS	0535	703521	030	0643	\$651.95
ALLARD'S, INC.	0155	702825	030	7090	\$2,000.00
ALLARD'S, INC.	0601	703455	030	0677	\$700.00
ALLARD'S, INC.	0601	703536	030	0500	\$2,500.00
ALLIED STORAGE CONTAINERS, INC.	0125	703501	030	0124	\$1,187.80
ALLIED STORAGE CONTAINERS, INC.	0127	703124	030	7090	\$3,946.49
ALLIED STORAGE CONTAINERS, INC.	0127	703125	030	0625	\$1,063.55
ALLIED STORAGE CONTAINERS, INC.	0395	691328	030	0125	\$437.31
ALLIED STORAGE CONTAINERS, INC.	0395	703247	070	0761	\$6,985.98
ALLIED STORAGE CONTAINERS, INC.	0880	702880	680	0851	\$869.32
ALLIED STORAGE CONTAINERS, INC.	0924	694126	060	8150	\$250.00
ALLIED STORAGE CONTAINERS, INC.	1130	703419	350	0912	\$900.00
A-MARK T-SHIRT, INC.	0010	701970	030	0115	\$5,300.00
A-MARK T-SHIRT, INC.	0055	702755	030	0125	\$876.41
A-MARK T-SHIRT, INC.	0105	702727	030	7140	\$1,093.25
A-MARK T-SHIRT, INC.	0370	703159	030	0172	\$7,288.31
A-MARK T-SHIRT, INC.	0410	702690	030	7090	\$3,996.42
A-MARK T-SHIRT, INC.	0445	702997	030	0172	\$6,500.00
A-MARK T-SHIRT, INC.	0455	703002	030	7090	\$3,239.25
A-MARK T-SHIRT, INC.	0601	702963	030	0500	\$5,000.00
A-MARK T-SHIRT, INC.	0725	703135	030	0170	\$7,500.00

A-MARK T-SHIRT, INC.	0790	702684	060	4124	\$4,998.81
A-MARK T-SHIRT, INC.	0895	692940	030	0716	\$500.00
A-MARK T-SHIRT, INC.	1055	703067	030	0125	\$1,201.76
A-MARK T-SHIRT, INC.	1055	703067	030	0500	\$4,807.05
AMAZON CAPITAL SERVICES	0700	695139	030	0606	\$3,900.00
AMAZON CAPITAL SERVICES	0755	698672	030	0176	\$4,500.00
AMERICAN MUSIC	0395	703244	030	0171	\$699.90
AMERICAN MUSIC	0860	702999	030	0694	\$323.97
AMPLIFY EDUCATION, INC.	0060	702534	030	7090	\$446.00
AP BY THE SEA	0700	703205	030	0144	\$200.00
A-PLUS SIGNS, INC.	0480	703155	030	0172	\$116.61
APPLEBY IMAGING, INC.	0810	703550	030	0640	\$2,470.00
ARCHER AND HOUND	0160	702749	030	7090	\$702.40
ARCHER AND HOUND	0160	702953	030	0110	\$3,900.00
ARCHER AND HOUND	0235	697611	030	7090	\$3,000.00
ARMAND HAMMAR UNITED WORLD COLLEGE	0185	703375	030	7090	\$800.00
ASCD	0188	702530	030	7090	\$89.00
AT&T MOBILITY	0423	AT000040107	030	0115	\$40.86
AT&T MOBILITY	0500	AT000040108	030	0110	\$40.86
ATDLE /ASSOC OF TWO-WAY & DUAL LANGUAGE ED.	0410	703413	060	3010	\$2,450.00
ATDLE /ASSOC OF TWO-WAY & DUAL LANGUAGE ED.	0758	702651	030	0117	\$375.00
ATKINSON, ANDELSON, LOYA, RUUD & ROMO	0930	703142	030	0720	\$3,285.00
ATTAINMENT COMANY, INC.	0785	702791	060	6500	\$168.33
AVID CENTER	0030	702798	030	7090	\$2,694.55
B & H PHOTO-VIDEO, INC.	0055	702447	030	0125	\$885.10
B & H PHOTO-VIDEO, INC.	0055	702973	030	0125	\$583.04
B & H PHOTO-VIDEO, INC.	0145	702432	060	3010	\$1,299.47
B & H PHOTO-VIDEO, INC.	0510	702437	030	0171	\$1,123.12
B & H PHOTO-VIDEO, INC.	0575	702425	030	7090	\$2,900.88
B & H PHOTO-VIDEO, INC.	0710	702780	060	6388	\$7,136.73
BACTRONIX CORP	0428	702906	060	3210	\$4,441.84
BAISA-BARRY, DIANA	0810	703527	030	0640	\$73.81
BAKER DISTRIBUTING CO.	0919	690357	060	8150	\$1,200.00
BALLOONS ARE EVERYWHERE, INC.	0055	700292	030	0171	\$700.00
BALLOONS ARE EVERYWHERE, INC.	0421	702521	030	0171	\$1,000.00
BARGAIN PARTY RENTAL	0055	702705	030	0125	\$515.00
BARGAIN PARTY RENTAL	0655	702339	030	0675	\$112.50
BARNES & NOBLE, INC.	0045	702491	030	0110	\$3,650.00
BARNES & NOBLE, INC.	0100	703032	030	0115	\$690.61
BARNES & NOBLE, INC.	0127	703151	030	7090	\$1,800.00
BARNES & NOBLE, INC.	0127	703151	060	3010	\$200.00
BARNES & NOBLE, INC.	0145	702484	030	7140	\$300.00
BARNES & NOBLE, INC.	0145	702615	030	7091	\$4,800.00
BARNES & NOBLE, INC.	0145	702617	030	7090	\$4,500.00
BARNES & NOBLE, INC.	0190	702625	030	7140	\$1,462.48

BARNES & NOBLE, INC.	0195	702458	030	0110	\$424.00
BARNES & NOBLE, INC.	0235	703033	030	7090	\$1,000.00
BARNES & NOBLE, INC.	0235	703034	030	7090	\$500.00
BARNES & NOBLE, INC.	0235	703035	030	7090	\$500.00
BARNES & NOBLE, INC.	0235	703036	030	7090	\$500.00
BARNES & NOBLE, INC.	0235	703037	030	7090	\$500.00
BARNES & NOBLE, INC.	0235	703038	030	7090	\$500.00
BARNES & NOBLE, INC.	0235	703040	030	7090	\$500.00
BARNES & NOBLE, INC.	0235	703041	030	7090	\$500.00
BARNES & NOBLE, INC.	0235	703042	030	7090	\$500.00
BARNES & NOBLE, INC.	0235	703044	030	7090	\$500.00
BARNES & NOBLE, INC.	0235	703045	030	7090	\$500.00
BARNES & NOBLE, INC.	0235	703046	030	7090	\$500.00
BARNES & NOBLE, INC.	0235	703048	030	7090	\$500.00
BARNES & NOBLE, INC.	0235	703050	030	7090	\$500.00
BARNES & NOBLE, INC.	0235	703051	030	7090	\$500.00
BARNES & NOBLE, INC.	0235	703052	030	7090	\$500.00
BARNES & NOBLE, INC.	0235	703053	030	7090	\$3,050.00
BARNES & NOBLE, INC.	0430	695807	030	0110	\$2,400.00
BARNES & NOBLE, INC.	0435	702632	030	7091	\$1,036.56
BARNES & NOBLE, INC.	0601	691910A	060	3010	\$7,500.00
BARNES & NOBLE, INC.	0601	702456	030	0500	\$1,750.00
BARNES & NOBLE, INC.	0617	700679	030	0675	\$190.29
BARNES & NOBLE, INC.	0700	702627	030	0144	\$3,829.87
BARNES & NOBLE, INC.	0700	702638	030	0144	\$4,999.00
BARNES & NOBLE, INC.	0700	702640	030	0144	\$4,999.00
BARNES & NOBLE, INC.	1601	703233	060	3010	\$4,500.00
BAUDVILLE	0315	703360	030	0172	\$1,956.91
BELLEVUE SCHOOL DISTRICT	0700	703024	030	0144	\$600.00
BELMONT NURSERY	0710	703213	030	0152	\$646.08
BELMONT NURSERY	1920	691419	030	0734	\$2,500.00
BIG 5 SPORTING GOODS CORP.	0475	690566	030	7090	\$132.00
BIG TEX TRAILER WORLD, INC.	0130	702473	030	7090	\$414.03
BLACKLAKE GOLF RESORT	0055	703533	030	0172	\$210.00
BLUFF POINTE GOLF COURSE	0445	702711	030	0172	\$54.00
BLUFF POINTE GOLF COURSE	0445	702711	030	0181	\$846.00
BMV CONSTRUCTION GROUP, INC.	1395	607752	350	0916	\$1,910.00
BOBBY SALAZARS	0355	703084	030	0110	\$1,875.00
BOBBY SALAZARS	0355	703084	030	7090	\$625.00
BOBBY SALAZAR'S / BLACKSTONE DBA A & M BROS., LLC	0725	703558	030	0173	\$1,000.00
BOBBY SALAZAR'S / BLACKSTONE DBA A & M BROS., LLC	0725	703559	030	0173	\$1,000.00
BOBBY SALAZAR'S / W. SHAW	0445	701925	030	7090	\$242.00
BOBBY SALAZAR'S / W. SHAW	0895	702942	030	0716	\$350.00
BRANDMAN UNIVERSITY	0428	703015	060	4035	\$450.00
BSN SPORTS, INC.	0030	702763	030	0172	\$9,960.99

BSN SPORTS, INC.	0120	702602	030	0172	\$683.40
BSN SPORTS, INC.	0145	702604	030	0125	\$8,195.68
BSN SPORTS, INC.	0145	702759	030	7090	\$8,118.23
BSN SPORTS, INC.	0145	702760	030	7090	\$9,162.03
BSN SPORTS, INC.	0145	702761	030	0643	\$4,273.50
BSN SPORTS, INC.	0160	703126	030	0172	\$6,000.00
BSN SPORTS, INC.	0200	702765	030	0172	\$7,558.00
BSN SPORTS, INC.	0250	702457	030	0111	\$616.00
BSN SPORTS, INC.	0265	702659	030	0115	\$862.31
BSN SPORTS, INC.	0265	702718	030	7090	\$2,433.43
BSN SPORTS, INC.	0265	702718	030	7140	\$2,433.46
BSN SPORTS, INC.	0265	702812	030	0115	\$4,389.35
BSN SPORTS, INC.	0265	703256	030	7090	\$4,472.53
BSN SPORTS, INC.	0370	702958	030	0172	\$4,900.00
BSN SPORTS, INC.	0421	702459	030	0125	\$4,000.00
BSN SPORTS, INC.	0445	702603	030	0171	\$2,950.87
BSN SPORTS, INC.	0445	702603	030	0181	\$346.19
BSN SPORTS, INC.	0445	702764	030	0172	\$5,499.82
BSN SPORTS, INC.	0455	702949	030	0172	\$9,780.00
BSN SPORTS, INC.	0455	702950	030	0172	\$4,790.23
BSN SPORTS, INC.	0500	702762	030	0172	\$4,575.48
BSN SPORTS, INC.	0505	702758	030	0172	\$3,000.00
BSN SPORTS, INC.	0575	702601	030	0172	\$344.46
BSN SPORTS, INC.	0601	703054	030	0500	\$8,754.12
BSN SPORTS, INC.	0725	702599	030	0173	\$2,275.36
BSN SPORTS, INC.	0725	702600	030	0173	\$2,700.76
BUCHANAN HIGH SCHOOL	0055	703495	030	0172	\$30.00
BUCK INSTITUTE FOR EDUCATION DBA PBL WORKS	0127	703236	030	7090	\$750.00
BULLARD HIGH STUDENT BODY	0055	702664	030	0125	\$200.00
BULLARD UNIFORMS	0765	702673	030	0192	\$654.91
BULLDOG TOWING	1250	703310	350	0916	\$300.00
CA TEACHING FELLOWS FOUNDATION	0015	690840	030	7090	\$5,825.93
CA TEACHING FELLOWS FOUNDATION	0015	692038	060	6010	\$3,200.00
CA TEACHING FELLOWS FOUNDATION	0120	692045A	060	6010	\$7,601.50
CA TEACHING FELLOWS FOUNDATION	0135	692046A	060	6010	\$8,375.87
CA TEACHING FELLOWS FOUNDATION	0145	692036	060	4124	\$7,200.00
CA TEACHING FELLOWS FOUNDATION	0150	692047A	060	6010	\$7,375.50
CA TEACHING FELLOWS FOUNDATION	0155	692049	060	6010	\$4,028.78
CA TEACHING FELLOWS FOUNDATION	0175	692051	060	6010	\$48.00
CA TEACHING FELLOWS FOUNDATION	0185	692017	060	4124	\$126.00
CA TEACHING FELLOWS FOUNDATION	0270	692058A	060	6010	\$6,375.81
CA TEACHING FELLOWS FOUNDATION	0285	692059	060	6010	\$5,200.00
CA TEACHING FELLOWS FOUNDATION	0335	692023	060	4124	\$8,568.93
CA TEACHING FELLOWS FOUNDATION	0385	692079	060	6010	\$1,495.89
CA TEACHING FELLOWS FOUNDATION	0421	692034	060	4124	\$2,598.05
CA TEACHING FELLOWS FOUNDATION	0450	692080A	060	6010	\$7,226.96

CALIBER CONTRACTING SERVICES, INC.	1155	698194	350	0917	\$5,725.00
CALIF. ASSOC. OF AFRICAN	0601	702971	030	0500	\$600.00
CALIF. STATE UNIVERSITY FRESNO	0706	703255	030	0152	\$50.00
CALIFITNESS, INC.	1145	703141	350	0913	\$6,900.00
CALIFORNIA BUSINESS MACH., INC.	0235	701607	030	7090	\$350.38
CALIFORNIA BUSINESS MACH., INC.	0420	703380	060	3010	\$600.00
CALIFORNIA BUSINESS MACH., INC.	0510	702882	030	7090	\$336.21
CALIFORNIA BUSINESS MACH., INC.	0575	703284	030	0115	\$842.21
CALIFORNIA GEOLOGICAL SURVEY	1120	703263	350	0917	\$3,600.00
CALIFORNIA INDUSTRIAL RUBBER C	1145	703382	350	0913	\$4,484.85
CALIFORNIA SMOG REPAIR, INC.	0919	702982	680	0851	\$2,850.70
CALIFORNIA SMOG REPAIR, INC.	0919	702985	680	0851	\$2,777.08
CALIFORNIA STUNT OFFICIALS ASSOCIATION, INC.	0725	703262	030	0172	\$420.00
CALVERT CATERING DBA APPLE SPICE	0725	703560	030	0173	\$1,000.00
CAPTUREIT! IMPRINTING	0265	702703	030	7091	\$3,629.46
CAROLINA BIOLOGICAL SUPPLY CO.	0190	703123	030	7140	\$1,959.10
CAROLINA BIOLOGICAL SUPPLY CO.	0445	703011	060	3182	\$8,295.35
CAROLINA BIOLOGICAL SUPPLY CO.	0445	703028	060	3010	\$4,993.46
CAROLINA BIOLOGICAL SUPPLY CO.	0445	703028	060	3182	\$3,073.12
CASA CORONA	0130	702641	030	7090	\$500.00
CASA DE TAMALES	0255	702670	030	0110	\$1,400.00
CASAS NATIONAL SUMMER	0705	703324	110	6391	\$2,100.00
CASTRO, MARYHELEN	0930	702832	030	0720	\$69.00
CDW GOVERNMENT, INC.	0075	702478	060	3010	\$4,413.50
CDW GOVERNMENT, INC.	0145	702787	060	3010	\$5,899.82
CDW GOVERNMENT, INC.	0150	702474	030	0110	\$67.48
CDW GOVERNMENT, INC.	0155	702549	030	0113	\$3,947.32
CDW GOVERNMENT, INC.	0188	702439	030	7090	\$477.52
CDW GOVERNMENT, INC.	0188	702466	060	3010	\$64.25
CDW GOVERNMENT, INC.	0190	702940	030	7140	\$1,317.30
CDW GOVERNMENT, INC.	0215	702464	060	3182	\$1,560.24
CDW GOVERNMENT, INC.	0227	703148	060	9041	\$8,993.56
CDW GOVERNMENT, INC.	0255	702442	030	7090	\$2,791.15
CDW GOVERNMENT, INC.	0365	702959	030	7091	\$263.46
CDW GOVERNMENT, INC.	0410	703157	030	0110	\$6,991.63
CDW GOVERNMENT, INC.	0420	702448	060	3010	\$2,254.53
CDW GOVERNMENT, INC.	0420	702452	060	3010	\$354.70
CDW GOVERNMENT, INC.	0420	702475	060	3010	\$461.03
CDW GOVERNMENT, INC.	0423	703280	030	0115	\$167.36
CDW GOVERNMENT, INC.	0553	702469	060	3010	\$1,248.19
CDW GOVERNMENT, INC.	0567	702467	030	7091	\$385.47
CDW GOVERNMENT, INC.	0575	702523	030	0114	\$2,342.64
CDW GOVERNMENT, INC.	0601	702471	030	0500	\$4,680.72
CDW GOVERNMENT, INC.	0700	702462	060	3010	\$624.10
CDW GOVERNMENT, INC.	0700	702544	060	3010	\$769.93
CDW GOVERNMENT, INC.	0700	702656	030	0144	\$488.87

CDW GOVERNMENT, INC.	0700	702660	060	3010	\$2,403.32
CDW GOVERNMENT, INC.	0700	702665	030	0606	\$1,466.57
CDW GOVERNMENT, INC.	0700	702885	030	0606	\$549.99
CDW GOVERNMENT, INC.	0700	702887	030	0144	\$439.96
CDW GOVERNMENT, INC.	0700	702888	060	4035	\$1,429.87
CDW GOVERNMENT, INC.	0700	703551	030	0606	\$733.17
CDW GOVERNMENT, INC.	0700	703551	060	4035	\$361.11
CDW GOVERNMENT, INC.	0794	703463	030	0663	\$548.51
CDW GOVERNMENT, INC.	0796	702691	030	0667	\$290.99
CDW GOVERNMENT, INC.	0885	703438	030	0143	\$4,800.00
CDW GOVERNMENT, INC.	0890	702470	030	0708	\$637.05
CDW GOVERNMENT, INC.	0905	702433	030	0738	\$2,638.96
CDW GOVERNMENT, INC.	0930	702688	030	0720	\$864.88
CDW GOVERNMENT, INC.	1891	702771	030	0716	\$9,555.79
CDW GOVERNMENT, INC.	1891	703509	030	0716	\$9,717.75
CDW GOVERNMENT, INC.	1891	703510	030	0716	\$286.13
CELLULAR ACCESSORIES FOR LESS	0785	702797	060	5640	\$1,469.23
CENCAL SERVICES, INC.	0919	703475	060	8150	\$3,885.00
CENCAL SERVICES, INC.	1250	703590	350	0916	\$6,500.00
CENTER FOR ADVANCED RESEARCH	0860	702525	030	0693	\$1,000.00
CENTRAL SANITARY SUPPLY CO., INC.	1891	697538	030	0716	\$313.13
CENTRAL SANITARY SUPPLY CO., INC.	1891	700776	030	0716	\$364.42
CENTRAL SANITARY SUPPLY CO., INC.	1891	703154	030	0716	\$5,082.27
CENTRAL SANITARY SUPPLY CO., INC.	1920	703516	030	0734	\$8,779.45
CENTRAL STAR MARKETING, LLC	0055	702860	030	0125	\$3,044.90
CENTRAL STAR MARKETING, LLC	0055	702928	030	0125	\$7,680.26
CENTRAL STAR MARKETING, LLC	0185	702158	030	0173	\$997.69
CENTRAL STAR MARKETING, LLC	0185	702868	030	0125	\$4,138.78
CENTRAL VALLEY SPORTS, LLC	0225	702841	030	0110	\$1,894.96
CENTRAL VALLEY SPORTS, LLC	0315	702489	030	0110	\$665.13
CENTRAL VALLEY SPORTS, LLC	0315	702704	060	9011	\$2,677.78
CENTRAL VALLEY SPORTS, LLC	0315	702738	060	9011	\$755.89
CENTRAL VALLEY SPORTS, LLC	0315	702815	030	0171	\$881.22
CENTRAL VALLEY SPORTS, LLC	0421	702494	030	0171	\$4,100.00
CENTRAL VALLEY SPORTS, LLC	0450	702605	030	7090	\$2,819.77
CENTRAL VALLEY SPORTS, LLC	0450	702838	030	0110	\$4,998.16
CENTRAL VALLEY SPORTS STITCH & INK	0005	702668	030	0172	\$826.19
CENTRAL VALLEY SPORTS STITCH & INK	0423	702671	030	0173	\$3,213.34
CENTRAL VALLEY SPORTS STITCH & INK	0423	702677	030	0643	\$2,002.72
CENTRAL VALLEY SPORTS STITCH & INK	0423	703336	030	0171	\$6,204.04
CHA, XIONG	0930	702831	030	0720	\$69.00
CHATTER HOUSE SPEECH THERAPY	0785	703203	060	9018	\$720.00
CHEERLEADING COMPANY	0355	702606	030	0172	\$4,861.98
CHEERLEADING COMPANY	0355	702768	030	0172	\$5,380.65
CHILDREN'S PLUS, INC.	0060	702892	030	0625	\$582.68
CHILDS & COMPANY, INC.	0919	596911A	060	8150	\$2,714.00
CHILDS AND CO., INC.	0919	690408	060	8150	\$2,000.00

CHILDS AND CO., INC.	0919	702827	060	8150	\$2,338.00
CIF CENTRAL SECTION	0055	703497	030	0172	\$353.60
CIRCLES OF SUPPORT & ACCOUNTABILITY FRESNO, INC.	0655	703543	030	0500	\$5,000.00
CIRCUIT SOLUTION, INC.	0919	690410	060	8150	\$2,000.00
CITY OF FRESNO/FIRE DEPT.	0919	690139	060	8150	\$4,000.00
CLARIVATE ANALYTICS US, LLC	0702	702948	060	3010	\$2,250.00
CLASSKICK	0445	702522	060	3182	\$1,925.00
CLAY MIX	0195	702733	030	7140	\$175.00
CLAY MIX	0421	702661	030	0125	\$1,000.00
COALITION FOR ADEQUATE SCHOOL HOUSING	0919	703468	060	8150	\$3,468.00
COCHLEAR AMERICAS	0788	702879	060	6500	\$868.00
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	703569	030	0192	\$688.12
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	703573	030	0192	\$6,004.50
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	703575	030	0192	\$4,974.95
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0788	702539	060	6500	\$1,712.76
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0788	702826	060	6500	\$4,599.74
CONTAINER STOP, INC.	0170	703152	030	0172	\$3,700.00
CONTRERAS, ALEXANDRA	0725	703545	030	0175	\$60.00
CORE BUSINESS INTERIORS, INC.	0855	703085	030	0670	\$8,915.47
CORE BUSINESS INTERIORS, INC.	0855	703088	030	0670	\$7,448.04
CORE BUSINESS INTERIORS, INC.	0855	703552	030	0670	\$4,725.71
CORNER BAKERY CAFE	0706	703554	030	0152	\$200.00
CORONADO ARTS EDUCATION FOUNDATION	0710	702968	030	0152	\$760.00
CORWIN PRESS	0702	702792	060	3010	\$4,997.45
COURTESY MOVING SERVICE	1090	703505	350	0917	\$435.00
COURTESY MOVING SERVICE	1285	703504	250	9016	\$1,200.00
COURTESY MOVING SERVICE	1415	703507	350	0917	\$375.00
COURTESY MOVING SERVICE	1495	703506	350	0917	\$375.00
CRESO	0710	703184	060	6388	\$1,333.02
CRESTLINE SPECIALTIES, INC.	0188	703566	030	7091	\$720.60
CRISIS PREVENTION INST., INC.	0770	702527	060	6500	\$3,699.00
CSUF	0617	702524	030	0500	\$900.00
CULLINAN EDUCATION CENTER	0015	703372	030	7090	\$1,045.00
CULLINAN EDUCATION CENTER	0315	702929	060	3182	\$2,580.00
DAVIS MORENO CONSTRUCTION, INC.	1335	693289B	350	0917	\$5,778.15
DELI DELICIOUS	0130	702678	030	7090	\$500.00
DELI DELICIOUS	0145	690390	030	0125	\$2,000.00
DELTA SIGMA THETA SORORITY, INC.	0725	702897	030	0170	\$2,560.00
DEMCO, INC.	0060	702675	030	0625	\$227.88
DEMCO, INC.	0235	702696	030	7090	\$1,435.56
DEMCO, INC.	0315	702845	060	3010	\$535.47
DEMCO, INC.	0445	702807	060	3182	\$8,174.10

DERRELS MINI STORAGE, INC.	0710	702709	030	0152	\$2,192.10
DERREL'S MINI STORAGE/W. ASHLAN	0765	702655	120	6128	\$2,108.70
DEVELOPMENT GROUP, INC.	0880	703228	680	0851	\$495.61
DFS FLOORING LP	0220	703402	120	6128	\$2,923.00
DI CICCOS/KINGS CANYON	0430	702531	030	7090	\$3,000.00
DICICCO'S ITALIAN RESTAURANT	0601	702679	030	0500	\$2,000.00
DINUBA HIGH SCHOOL	0055	703457	030	0172	\$290.00
DINUBA HIGH SCHOOL	0235	703373	030	0172	\$280.00
DL SIGN SYSTEMS	0185	702769	030	0125	\$9,990.76
DL SIGN SYSTEMS	0370	703207	030	0172	\$4,760.75
DL SIGN SYSTEMS	0420	702843	030	0171	\$2,634.59
DL SIGN SYSTEMS	0420	702869	030	0172	\$2,515.63
DL SIGN SYSTEMS	0421	702493	030	0171	\$4,450.00
DL SIGN SYSTEMS	0421	702547	030	0125	\$3,000.00
DL SIGN SYSTEMS	0485	702991	030	0172	\$577.67
DL SIGN SYSTEMS	0485	703059	030	0172	\$4,550.96
DONALD KEITH CAPPELLUTI	0130	702513	030	7091	\$2,500.00
DONALD KEITH CAPPELLUTI	0335	702735	060	722B	\$2,075.54
DONUT FANTASY DBA NICHOLUS RYAN HAMBY	0430	702526	030	7090	\$211.00
DR-GRAPHIX	0553	702657	060	3010	\$307.00
DR-GRAPHIX	0860	702859	030	0694	\$450.00
DUMONT PRINTING, INC.	0919	703287	060	8150	\$762.30
DURAN, DEBBIE	0385	703368	030	0643	\$1,645.30
DUTCH BROS. COFFEE FRESNO	0145	702645	030	7090	\$2,500.00
DUTCH BROS. COFFEE FRESNO	0395	702626	030	0125	\$1,125.00
DUTCH BROS. COFFEE FRESNO	0421	702624	030	0125	\$1,250.00
DUTCH BROS. COFFEE FRESNO	0445	702421	030	0173	\$2,500.00
DUTCH BROS. COFFEE FRESNO	0700	703290	030	0144	\$1,265.00
DUTCH BROS. COFFEE FRESNO	0860	702979	030	0694	\$900.00
DYNAMISM, INC.	0887	703119	030	0143	\$1,884.20
EAI EDUCATION	0700	703238	030	0144	\$14.68
EDUCATION ELEMENTS, INC.	0160	703292	030	7090	\$6,800.00
EKC ENTERPRISES, INC.	0200	697195	030	7090	\$763.59
EKC ENTERPRISES, INC.	0265	703462	030	0172	\$6,375.00
EKC ENTERPRISES, INC.	0265	703462	060	3010	\$2,125.00
EKC ENTERPRISES, INC.	1235	703313	350	0916	\$1,872.61
EKC ENTERPRISES, INC.	1335	694495	350	0917	\$9,816.37
EKC ENTERPRISES, INC.	1335	703394	350	0916	\$2,003.41
EKC ENTERPRISES, INC.	1395	703150	350	0916	\$7,547.27
ELBOW ROOM, INC.	0055	694265	030	0125	\$2,000.00
ELITE EVENT VENUES, LLC	0701	703358	030	0606	\$1,500.00
ELIZONDO, JOSEPH	0930	702834	030	0720	\$69.00
ENABLEME SOLUTIONS GROUP, LLC	0788	702875	060	6500	\$1,151.23
ENABLING DEVICES, INC.	0552	702811	030	7090	\$1,657.36
ENABLING DEVICES, INC.	0552	702811	060	3010	\$3,565.99
ENABLING DEVICES, INC.	0788	702876	060	6500	\$545.04

ENVIRO CLEAN	0421	703072	030	0125	\$4,999.00
ENVIRO CLEAN	0421	703073	030	0172	\$4,999.00
ENVIRO CLEAN	1920	703019	030	0734	\$9,026.47
ETA HAND2MIND	0420	702420	060	3010	\$630.57
EVERYCHILD CALIFORNIA	0765	702653	030	0192	\$807.00
EVERYCHILD CALIFORNIA	0765	702654	030	0192	\$2,100.00
EXPLORE LEARNING, LLC	0145	702742	030	7090	\$5,240.00
EXPO PARTY RENTAL & SALES	0130	702532	030	7090	\$1,206.50
EZ FLEX SPORT MATS	0725	699529	030	0172	\$302.27
FAN IN A BOX, LLC	0335	698890	060	722C	\$104.67
FAN IN A BOX, LLC	0335	702736	060	722B	\$2,407.84
FASTENAL COMPANY	0919	703283	060	8150	\$8,232.44
FIREWORKS AMERICA	0130	703071	030	7090	\$3,000.00
FIREWORKS AMERICA	0355	703070	030	0125	\$3,000.00
FIRST STRING SPORTS	0020	693260	030	0172	\$2,190.00
FIRST STRING SPORTS	0035	703337	030	0110	\$7,000.00
FIRST STRING SPORTS	0055	690045	030	0172	\$3,000.00
FIRST STRING SPORTS	0100	702783	030	0172	\$1,800.00
FIRST STRING SPORTS	0130	703055	030	0171	\$1,006.71
FIRST STRING SPORTS	0155	702613	030	0172	\$2,000.00
FIRST STRING SPORTS	0185	702461	030	0172	\$285.00
FIRST STRING SPORTS	0185	703345	680	0851	\$6,710.00
FIRST STRING SPORTS	0235	695092	030	0172	\$1,250.00
FIRST STRING SPORTS	0335	703421	030	0172	\$700.00
FIRST STRING SPORTS	0370	702960	030	0172	\$4,500.00
FIRST STRING SPORTS	0385	702784	030	0172	\$700.00
FIRST STRING SPORTS	0421	702460	030	0125	\$3,000.00
FIRST STRING SPORTS	0421	702612	030	0172	\$999.80
FIRST STRING SPORTS	0450	702932	030	7090	\$1,564.75
FIRST STRING SPORTS	0485	702463	030	0172	\$1,000.00
FIRST STRING SPORTS	0485	702607	030	0172	\$3,641.69
FIRST STRING SPORTS	0485	702608	030	0172	\$2,911.68
FIRST STRING SPORTS	0485	702609	030	0172	\$2,595.74
FIRST STRING SPORTS	0505	702782	030	0172	\$3,000.00
FIRST STRING SPORTS	0510	702610	030	0172	\$2,336.19
FIRST STRING SPORTS	0510	702611	030	0172	\$2,750.87
FISCHLE, GRETCHEN	0701	702930	030	0193	\$475.00
FLINN SCIENTIFIC, INC.	0123	702788	030	7090	\$155.89
FOCUS PACKAGING & SUPPLY CO.	1920	703519	030	0734	\$7,355.22
FOLLETT HIGHER EDUCATION GROUP, INC.	1748	696804	060	6300	\$399.96
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	1235	703265	140	6205	\$2,490.00
FOSSIL DISCOVERY CENTER OF MADERA COUNTY	0725	702829	030	0173	\$1,350.00
FOSSIL DISCOVERY CENTER OF MADERA COUNTY	0725	703304	030	0173	\$2,400.00
FRESNO AG HARDWARE	0105	703397	030	7090	\$100.00
FRESNO AG HARDWARE	0260	703400	030	7090	\$1,554.35

FRESNO AG HARDWARE	0417	703548	030	0115	\$388.00
FRESNO AIR CONDITIONING	0919	703200	060	8150	\$1,184.28
FRESNO BEKINS	1130	703383	350	0912	\$7,845.20
FRESNO CHAFFEE ZOO	0725	702969	030	0173	\$525.00
FRESNO CHAFFEE ZOO	0725	702970	030	0173	\$675.00
FRESNO CHAFFEE ZOO	0725	703092	030	0173	\$600.00
FRESNO CHAFFEE ZOO	0725	703094	030	0173	\$750.00
FRESNO CHAFFEE ZOO	0725	703096	030	0173	\$750.00
FRESNO CHAFFEE ZOO	0725	703097	030	0173	\$900.00
FRESNO CHAFFEE ZOO	0725	703098	030	0173	\$750.00
FRESNO CHAFFEE ZOO	0725	703100	030	0173	\$1,200.00
FRESNO CHAFFEE ZOO	0725	703217	030	0173	\$750.00
FRESNO CHAFFEE ZOO	0725	703218	030	0173	\$975.00
FRESNO CHAFFEE ZOO	0725	703220	030	0173	\$600.00
FRESNO CHAFFEE ZOO	0725	703221	030	0173	\$675.00
FRESNO CHAFFEE ZOO	0725	703222	030	0173	\$600.00
FRESNO CHAFFEE ZOO	0725	703293	030	0173	\$900.00
FRESNO CHAFFEE ZOO	0725	703294	030	0173	\$825.00
FRESNO CHAFFEE ZOO	0725	703295	030	0173	\$675.00
FRESNO CHAFFEE ZOO	0725	703299	030	0173	\$750.00
FRESNO CHAFFEE ZOO	0725	703300	030	0173	\$900.00
FRESNO CHAFFEE ZOO	0725	703301	030	0173	\$600.00
FRESNO CHAFFEE ZOO	0725	703302	030	0173	\$1,125.00
FRESNO CHAFFEE ZOO	0725	703303	030	0173	\$675.00
FRESNO CO. PUBLIC HEALTH	1120	702884	350	0913	\$1,172.00
FRESNO COUNTY SUPERINTENDENT OF SCHOOLS	0429	702988	060	4035	\$2,000.00
FRESNO EQUIPMENT COMPANY	0145	703128A	030	7090	\$7,212.25
FRESNO EXCHANGE CLUB	0860	702947	030	0693	\$200.00
FRESNO FILMWORKS	0421	703339	060	722E	\$1,302.00
FRESNO OXYGEN	0710	693485	060	6387	\$858.06
FRESNO OXYGEN	0710	698232	060	6388	\$500.00
FRESNO POLICE DEPARTMENT	0235	703153	030	0181	\$300.00
FRESNO PUMP & SUPPLY, INC.	0919	702810	060	8150	\$383.32
FRESNO PUMP & SUPPLY, INC.	0919	702813	060	8150	\$423.26
FRESNO RACK & SHELVING, INC.	0450	703212	030	0110	\$776.34
FUN AND FUNCTION	0786	702266	060	6500	\$17.68
FUNWORKS/KAREN GAINES	0385	692226	030	0172	\$700.00
G W SCHOOL SUPPLY, INC.	0015	702410	030	7090	\$2,000.00
G W SCHOOL SUPPLY, INC.	0045	702402	030	0643	\$350.00
G W SCHOOL SUPPLY, INC.	0045	702403	030	0643	\$350.00
G W SCHOOL SUPPLY, INC.	0045	702404	030	0643	\$350.00
G W SCHOOL SUPPLY, INC.	0045	702405	030	0643	\$350.00
G W SCHOOL SUPPLY, INC.	0045	702406	060	6500	\$200.00
G W SCHOOL SUPPLY, INC.	0045	702407	030	0113	\$881.00
G W SCHOOL SUPPLY, INC.	0045	702497	030	0172	\$500.00
G W SCHOOL SUPPLY, INC.	0045	702498	030	0172	\$500.00

G W SCHOOL SUPPLY, INC.	0045	702517	030	0110	\$681.00
G W SCHOOL SUPPLY, INC.	0045	702540	030	0113	\$490.00
G W SCHOOL SUPPLY, INC.	0045	702541	030	0171	\$2,000.00
G W SCHOOL SUPPLY, INC.	0045	702543	030	0643	\$240.00
G W SCHOOL SUPPLY, INC.	0045	702546	060	6500	\$200.00
G W SCHOOL SUPPLY, INC.	0090	702550	030	0110	\$200.00
G W SCHOOL SUPPLY, INC.	0090	702551	030	0110	\$200.00
G W SCHOOL SUPPLY, INC.	0090	702553	030	0110	\$200.00
G W SCHOOL SUPPLY, INC.	0090	702555	030	0110	\$200.00
G W SCHOOL SUPPLY, INC.	0090	702556	030	0110	\$200.00
G W SCHOOL SUPPLY, INC.	0090	702558	030	0110	\$200.00
G W SCHOOL SUPPLY, INC.	0090	702559	030	0110	\$200.00
G W SCHOOL SUPPLY, INC.	0090	702561	030	0110	\$200.00
G W SCHOOL SUPPLY, INC.	0090	702562	030	0110	\$200.00
G W SCHOOL SUPPLY, INC.	0090	702563	030	0110	\$200.00
G W SCHOOL SUPPLY, INC.	0090	702564	030	0110	\$200.00
G W SCHOOL SUPPLY, INC.	0090	702565	030	0110	\$200.00
G W SCHOOL SUPPLY, INC.	0090	702566	030	0110	\$200.00
G W SCHOOL SUPPLY, INC.	0090	702567	030	0110	\$200.00
G W SCHOOL SUPPLY, INC.	0090	702568	030	0110	\$200.00
G W SCHOOL SUPPLY, INC.	0090	702569	030	0110	\$200.00
G W SCHOOL SUPPLY, INC.	0090	702570	030	0110	\$200.00
G W SCHOOL SUPPLY, INC.	0090	702571	030	0110	\$200.00
G W SCHOOL SUPPLY, INC.	0090	702572	030	0110	\$200.00
G W SCHOOL SUPPLY, INC.	0090	702573	030	0110	\$200.00
G W SCHOOL SUPPLY, INC.	0090	702574	030	0110	\$200.00
G W SCHOOL SUPPLY, INC.	0090	702575	030	0110	\$200.00
G W SCHOOL SUPPLY, INC.	0090	702576	030	0110	\$200.00
G W SCHOOL SUPPLY, INC.	0090	702578	030	0110	\$200.00
G W SCHOOL SUPPLY, INC.	0090	702579	030	0110	\$200.00
G W SCHOOL SUPPLY, INC.	0090	702580	030	0110	\$200.00
G W SCHOOL SUPPLY, INC.	0090	702581	030	0110	\$200.00
G W SCHOOL SUPPLY, INC.	0090	702582	030	0110	\$200.00
G W SCHOOL SUPPLY, INC.	0090	702583	030	0110	\$200.00
G W SCHOOL SUPPLY, INC.	0090	702584	030	0110	\$200.00
G W SCHOOL SUPPLY, INC.	0090	702586	030	0110	\$200.00
G W SCHOOL SUPPLY, INC.	0090	702587	030	0110	\$200.00
G W SCHOOL SUPPLY, INC.	0090	702588	030	0110	\$200.00
G W SCHOOL SUPPLY, INC.	0090	702589	030	0110	\$200.00
G W SCHOOL SUPPLY, INC.	0090	702590	030	0110	\$200.00
G W SCHOOL SUPPLY, INC.	0090	702592	030	0110	\$200.00
G W SCHOOL SUPPLY, INC.	0090	702593	030	0110	\$200.00
G W SCHOOL SUPPLY, INC.	0090	702595	030	0110	\$700.00
G W SCHOOL SUPPLY, INC.	0090	703089	030	0110	\$200.00
G W SCHOOL SUPPLY, INC.	0120	702397	030	7090	\$300.00
G W SCHOOL SUPPLY, INC.	0120	702398	030	7090	\$450.00
G W SCHOOL SUPPLY, INC.	0120	702399	030	7090	\$250.00

G W SCHOOL SUPPLY, INC.	0120	702400	030	0110	\$310.00
G W SCHOOL SUPPLY, INC.	0120	702401	030	7090	\$225.00
G W SCHOOL SUPPLY, INC.	0155	694224	030	7090	\$1,000.00
G W SCHOOL SUPPLY, INC.	0160	702992	060	6500	\$200.00
G W SCHOOL SUPPLY, INC.	0160	702993	060	6500	\$200.00
G W SCHOOL SUPPLY, INC.	0160	702994	060	6500	\$200.00
G W SCHOOL SUPPLY, INC.	0200	702408	030	0110	\$280.00
G W SCHOOL SUPPLY, INC.	0235	702409	030	7090	\$200.00
G W SCHOOL SUPPLY, INC.	0265	702411	030	7090	\$3,000.00
G W SCHOOL SUPPLY, INC.	0265	702537	060	6500	\$200.00
G W SCHOOL SUPPLY, INC.	0320	703245	030	0192	\$486.59
G W SCHOOL SUPPLY, INC.	0335	702412	060	6500	\$317.00
G W SCHOOL SUPPLY, INC.	0335	703323	030	0125	\$1,000.00
G W SCHOOL SUPPLY, INC.	0423	702413	060	6500	\$200.00
G W SCHOOL SUPPLY, INC.	0460	702516	030	7091	\$200.00
G W SCHOOL SUPPLY, INC.	0495	702954	030	7090	\$500.00
G W SCHOOL SUPPLY, INC.	0530	702492	030	0171	\$3,800.00
G W SCHOOL SUPPLY, INC.	0700	702856	030	0144	\$4,999.00
G W SCHOOL SUPPLY, INC.	0701	702507	060	5828	\$4,900.00
G W SCHOOL SUPPLY, INC.	0785	702835	060	6500	\$200.00
G W SCHOOL SUPPLY, INC.	1005	700706	030	0192	\$93.00
G W SCHOOL SUPPLY, INC.	1070	702506	060	3010	\$2,000.00
G W SCHOOL SUPPLY, INC.	1135	702505	030	0192	\$150.00
G W SCHOOL SUPPLY, INC.	1210	702502	030	0192	\$400.00
GC BUILDERS	0220	698072	120	6128	\$7,743.77
GC BUILDERS	1020	702740	350	0913	\$270.00
GC BUILDERS	1150	701196	350	0913	\$700.00
GC BUILDERS	1150	703320	350	0916	\$5,950.00
GC BUILDERS	1150	703352	350	0913	\$1,500.00
GC BUILDERS	1320	702741	250	9016	\$180.00
GC BUILDERS	1395	703231	350	0917	\$2,689.91
GEIGER DBA GEIGER BROS.	0155	702816	030	0172	\$4,338.44
GEIGER DBA GEIGER BROS.	0235	697702	030	0125	\$20.00
GEIL ENTERPRISES, INC.	1145	703384	350	0913	\$8,467.20
GETTMAN, STEVEN	0460	703357	030	0643	\$305.87
GILBERT, BRANDON	0055	702529	030	0172	\$600.50
GLOBAL EQUIPMENT	0480	703185	030	0172	\$751.60
GOLD STAR FOODS, INC.	1910	702883	130	5310	\$945.75
GOLDEN PALACE EVENT CENTER, INC.	0725	702528	030	0175	\$4,200.00
GOLF CAR CENTRAL SERVICE	0100	703291	030	7090	\$3,000.00
GOLF CAR CENTRAL SERVICE	0145	703132	030	7090	\$5,128.81
GOLF CAR CENTRAL SERVICE	0265	693692	030	7090	\$315.00
GOLF CAR CENTRAL SERVICE	0355	703377	030	0110	\$222.00
GOPHER	0005	703076	030	0172	\$3,565.64
GOPHER	0095	702795	030	0172	\$1,725.10
GOPHER	0130	703020	030	0172	\$8,590.18
GOPHER	0460	702616	030	7090	\$583.57

GOPHER	0565	702614	030	0172	\$639.61
GOPHER	0575	702790	030	0115	\$2,187.46
GORDON INDUSTRIAL SUPPLY, INC.	0919	690614	060	8150	\$5,000.00
GOTTSCHALK MUSIC CENTER	0130	702793	060	3010	\$3,000.00
GOTTSCHALK MUSIC CENTER	0417	699451	030	7140	\$285.00
GOTTSCHALK MUSIC CENTER	0727	702751	030	0168	\$1,205.42
GRADUATE SERVICES, LTD	0655	701300	030	0675	\$20.60
GRAINGER, INC.	0185	703224	030	0125	\$3,489.06
GRAINGER, INC.	0710	702706	030	0152	\$9,197.95
GRAINGER, INC.	0895	703492	030	0716	\$1,285.98
GRAINGER, INC.	1891	703307	030	0716	\$9,165.23
GRAPHIC COMMUNICATION	1891	702767	030	0716	\$315.00
GRAPHIC COMMUNICATION	1891	703095	030	0716	\$290.00
GRAPHIC COMMUNICATION	1891	703099	030	0716	\$2,175.00
GTRANSLATE, INC.	0887	703502	030	0140	\$161.91
HARO ENTERTAINMENT	0055	703454	070	0761	\$275.00
HASENBECK, ERICA	0811	703538	030	0130	\$199.00
HEALTHWISE SERVICES, LLC	1730	702796	030	0656	\$5,712.00
HECTOR LARA JR.	0919	703074	060	8150	\$6,255.00
HEINEMANN PROFESSIONAL	0090	702809	030	7090	\$9,096.47
HENRY SCHEIN, INC.	0710	702535	060	6387	\$3,853.76
HENRY SCHEIN, INC.	0725	702855	030	0172	\$1,737.83
HERITAGE-CRYSTAL CLEAN, LLC	0710	702618	060	6387	\$841.42
HERRERA, MINERVA	0460	703356	030	0643	\$18.94
HEWITT'S RESTAURANT	0227	702633	060	9041	\$2,500.00
HEWITT'S RESTAURANT	0235	702635	030	7090	\$1,500.00
HEWITT'S RESTAURANT	0430	702548	060	9011	\$2,873.00
HEWITT'S RESTAURANT	0725	690058	030	0173	\$8,000.00
HEWITT'S RESTAURANT	0796	690199	030	0667	\$900.00
HEWITT'S RESTAURANT	0810	690203	030	0640	\$200.00
HIGH VALUE ENGINEERING, LLC	1910	703410	130	5310	\$2,177.25
HIGH VALUE ENGINEERING, LLC	1910	703481	130	5310	\$1,125.76
HILTON LOS ANGELES/ UNIVERSAL CITY	0601	703257	030	0500	\$5,509.52
HOGAN LOVELLS US, LLP	1810	692475	030	0690	\$3,500.00
HOLLAND PARK WEST	0235	703000	030	0181	\$8,612.50
HOLLAND PARK WEST	0601	703210	030	0677	\$2,842.49
HOLLAND PARK WEST	0701	703541	060	5827	\$2,339.61
HOME DEPOT	0285	703433	030	0172	\$164.37
HOME DEPOT	0355	703278	030	0734	\$360.00
HOME DEPOT	0710	703012	030	0152	\$313.04
HORN PHOTO, INC.	0601	703539	030	0500	\$500.00
HORN PHOTO, INC.	0885	703060	030	0140	\$1,000.00
HORN SHOP THE	0727	702752	030	0168	\$4,659.66
HOUGHTON MIFFLIN COMPANY	0470	702440	030	7090	\$821.87
HOUGHTON MIFFLIN COMPANY	1765	703416	060	6300	\$2,592.58
HUDDL BOOTH	0235	702998	030	0181	\$850.00
HUNGRY BEAR, INC.	0702	703115	030	0606	\$2,000.00

I HAVE VALUE, LLC	0227	703272	030	0644	\$4,000.00
IDSVOOG, AMY	0860	703112	030	0694	\$885.53
IMANI ENTERPRISES CONSULTING, LLC	1601	703268	060	3010	\$4,997.00
INGRAHAM TROPHIES	0421	702468	030	0125	\$2,000.00
INGRAHAM TROPHIES	0725	702886	030	0172	\$1,991.60
INSTITUTE FOR ENVIRONMENTAL HEALTH, INC.	1910	703058	130	5310	\$5,000.00
INSTITUTE FOR EXCELLENCE IN EDUCATION DBA NATIONAL CHARTER SCHOOLS INSTITUTE	0012	702987	030	0134	\$7,000.00
INTINERA DOCENTIA, LLC	0700	703025	030	0144	\$1,075.00
IRON MOUNTAIN	0805	690271	030	0140	\$1,000.00
J & E RESTAURANT SUPPLY, INC.	0200	703061	030	0172	\$3,265.70
J & E RESTAURANT SUPPLY, INC.	0919	703443	060	8150	\$2,591.40
J AND I TWINS SUPER MARKET EL PARIAN, LLC	0450	702477	030	7090	\$850.00
J AND I TWINS SUPER MARKET EL PARIAN, LLC	0725	703563	030	0173	\$600.00
JACK NADEL, INC.	0725	702980	030	0173	\$781.70
JAMBA JUICE	0130	702676	030	7090	\$1,600.00
JANETH REYNOSA CASILLAS DBA REYNOSA CASILLAS JANETH FAMILY CHILD CARE	0765	702620	120	5035	\$1,300.00
JASON ESQUIVEL	0030	703234	030	0115	\$4,995.00
JERICO FIRE PROTECTION	0919	703588	060	8150	\$906.00
JITTERS	0235	702418	030	7090	\$1,500.00
JOHNNY STAFFORD DBA JOHNNY STAFFORD PHOTOGRAPHY	0235	703395	030	7090	\$1,650.00
JOHNSTONE SUPPLY	0919	690625	060	8150	\$5,000.00
JONES SCHOOL SUPPLY CO.	0470	702619	030	7090	\$5,236.63
JORGENSEN & COMPANY, INC.	0925	690999	030	7230	\$3,000.00
JORGENSEN & COMPANY, INC.	1920	692589	030	0734	\$2,000.00
JOSTENS INC.	0030	703016	030	7090	\$4,000.00
JOSTENS, INC.	0145	702666	030	0125	\$300.00
JOSTENS, INC.	0725	702858	030	0175	\$2,000.00
KAPLAN EARLY LEARNING	0765	703574	030	0192	\$2,242.83
KAPLAN EARLY LEARNING	0765	703576	030	0192	\$1,818.05
KAPLAN EARLY LEARNING	0765	703578	030	0192	\$1,563.65
KAPLAN EARLY LEARNING	0765	703579	030	0192	\$1,001.69
KAPLAN EARLY LEARNING	0765	703587	030	0192	\$1,883.36
KEISHA L. BURNETT	0701	702830	060	5827	\$6,110.00
KEISHA L. BURNETT	0710	702927	060	6388	\$8,612.77
KEISHA L. BURNETT	0710	703467	060	6387	\$2,267.58
KERN HIGH SCHOOL DISTRICT	0055	703496	030	0172	\$265.20
KEYGENT, LLC	0890	702794	030	0708	\$6,500.00
KIMBALL MIDWEST	0925	690202	030	7230	\$50.00
KONA ICE OF FRESNO DBA 32 BELOW ICE	0145	702642A	030	7090	\$500.00
KONA ICE OF FRESNO DBA 32 BELOW ICE	0810	703407	030	0141	\$600.00
KONA ICE OF FRESNO DBA ROLLING ICE, LLC	0810	703409	030	0141	\$300.00
LA IMPERIAL TAQUERIA	0919	703379	060	8150	\$2,159.50

LAKESHORE LEARNING MATERIALS	0005	703023	030	0110	\$263.80
LAKESHORE LEARNING MATERIALS	0370	703414	060	3010	\$4,445.84
LAKESHORE LEARNING MATERIALS	0475	702723	030	7091	\$2,756.54
LAKESHORE LEARNING MATERIALS	0553	702702	030	7090	\$1,505.45
LAKESHORE LEARNING MATERIALS	0765	702434	030	0192	\$1,522.12
LAKESHORE LEARNING MATERIALS	0765	703014	030	0192	\$1,562.74
LAKESHORE LEARNING MATERIALS	0765	703581	030	0192	\$1,761.20
LAKESHORE LEARNING MATERIALS	0765	703582	030	0192	\$1,877.59
LAKESHORE LEARNING MATERIALS	0765	703583	030	0192	\$6,618.40
LAKESHORE LEARNING MATERIALS	0767	702429	030	0192	\$507.42
LAKESHORE LEARNING MATERIALS	0785	702903	060	6500	\$91.33
LAKESHORE LEARNING MATERIALS	0786	702713	060	6500	\$3,257.93
LAKESHORE LEARNING MATERIALS	0786	702721	060	6500	\$3,257.93
LAKESHORE LEARNING MATERIALS	0788	702692	060	6500	\$490.67
LAKESHORE LEARNING MATERIALS	1075	702431	030	0192	\$242.50
LAKESHORE LEARNING MATERIALS	1260	702426	030	0192	\$499.04
LAKESHORE LEARNING MATERIALS	1260	702427	030	0192	\$493.83
LAKESHORE LEARNING MATERIALS	1305	702430	030	0192	\$207.00
LAKESHORE LEARNING MATERIALS	1330	702853	030	0192	\$498.22
LAKESHORE LEARNING MATERIALS	1480	702435	030	0192	\$297.05
LARRY A. LIVERMORE	0421	702744	030	0171	\$1,232.95
LARRY A. LIVERMORE	0445	703322	030	0172	\$500.00
LARSON BROTHERS	0055	693161	030	0172	\$276.00
LARSON BROTHERS	0445	702454	030	0171	\$998.77
LAW OFFICE OF RICK JENSEN	0880	691146	680	0851	\$5,000.00
LEARNING A-Z	0135	703267	060	6500	\$118.00
LEARNING WITHOUT TEARS	0428	702972	060	4035	\$1,050.00
LEARNING WITHOUT TEARS	1765	703411	060	6300	\$2,504.14
LEARNING WITHOUT TEARS	1765	703415	060	6300	\$1,726.44
LEE, TOU	0930	702837	030	0720	\$69.00
LEFT OF BANG ENTERTAINMENT	0810	702966	030	0141	\$4,500.00
LELA'S PIZZERIA, LLC	0550	696809	030	0110	\$500.00
LEARNER PUBLISHING GROUP	0758	702422	030	0117	\$652.40
LINDSAY ELECTRIC COMPANY	1185	700800	350	0917	\$1,150.00
LINKA CORPORATION	0145	702644	030	7090	\$2,000.00
LINKA CORPORATION	0235	702637	030	7090	\$1,500.00
LINKA CORPORATION	0340	696235	030	0110	\$250.00
LINKA CORPORATION	0410	702465	030	0643	\$556.00
LINKA CORPORATION	0440	695660	030	7090	\$700.00
LINKA CORPORATION	0700	703565	030	0606	\$700.00
LINKA CORPORATION	0702	703118	030	0606	\$2,000.00
LITERACY RESOURCES, INC.	0060	702840	060	6500	\$95.01
LOCOROBO INNOVATIONS, INC.	0887	703546	030	0143	\$5,884.64
LOWE'S	0045	703192	030	0172	\$3,265.00
LOWE'S	0045	703193	030	0172	\$1,191.06
LOWE'S	0095	702986	030	0110	\$1,502.08
LOWE'S	0095	703189	030	0734	\$400.00

LOWE'S	0100	703169	030	0172	\$3,150.00
LOWE'S	0105	703191	030	7090	\$136.01
LOWE'S	0130	703198	030	7091	\$451.78
LOWE'S	0155	700127	030	0172	\$3,500.00
LOWE'S	0160	703277	030	0734	\$200.00
LOWE'S	0170	703190	060	3010	\$503.19
LOWE'S	0185	702990	030	0734	\$500.00
LOWE'S	0215	703297	030	0171	\$430.95
LOWE'S	0215	703404	030	0171	\$2,000.00
LOWE'S	0235	692787	030	0172	\$500.00
LOWE'S	0235	703264	030	0171	\$1,000.00
LOWE'S	0255	703364	030	0110	\$1,000.00
LOWE'S	0265	703004	030	7090	\$1,000.00
LOWE'S	0310	703260	030	0172	\$1,000.00
LOWE'S	0417	703259	030	7090	\$800.00
LOWE'S	0430	703168	030	0110	\$3,000.00
LOWE'S	0435	703274	030	0172	\$1,000.00
LOWE'S	0440	703261	030	0115	\$1,500.00
LOWE'S	0455	703005	030	0171	\$1,400.00
LOWE'S	0535	703276	030	0110	\$800.00
LOWE'S	0552	703298	030	0171	\$1,764.72
LOWE'S	0552	703298	030	0172	\$1,495.97
LOWE'S	0552	703298	030	7091	\$1,039.31
LOWE'S	0700	703197	030	0606	\$2,200.00
LOWE'S	0710	702989	030	0152	\$7,205.92
LOWE'S	0710	703010	030	0152	\$1,883.06
LOWE'S	0710	703241	060	6387	\$3,900.00
LOWE'S	0710	703279	060	6387	\$5,722.08
LOWE'S	0796	701212	030	0667	\$1,000.00
LYNX SYSTEM DEVELOPERS, INC.	0725	702984	030	0173	\$4,551.76
M & M SCREEN PRINTING	0185	702445	030	0172	\$103.66
M & M SCREEN PRINTING	0355	702621	030	0172	\$2,094.81
M & M SCREEN PRINTING	0355	702622	030	0172	\$3,779.30
MAD ILLUSTRATORS	0145	702700	030	7140	\$599.26
MAD ILLUSTRATORS	0601	702754	030	0500	\$2,750.67
MAD ILLUSTRATORS	0601	703403	030	0500	\$687.80
MAD ILLUSTRATORS	0601	703534	030	0500	\$485.89
MAD ILLUSTRATORS	0601	703535	030	0500	\$1,759.99
MADERA HIGH SCHOOL	0055	703532	030	0172	\$210.00
MAMA MIA PIZZERIA	0075	703347	030	0110	\$1,000.00
MAMA MIA PIZZERIA	0465	702323	030	0110	\$900.00
MARENEM, INC.	0428	702975	060	4035	\$9,355.00
MARENEM, INC.	0428	703026	060	3215	\$970.00
MARENEM, INC.	0428	703026	060	4035	\$32.79
MARISCOS COLIMA	0265	702652	030	0114	\$1,559.70
MARISCOS COLIMA	0265	702652	030	0115	\$173.30
MARISCOS COLIMA	0765	703568	030	0192	\$2,500.00

MARISCOS COLIMA	0860	702981	030	0694	\$1,300.00
MAYSON ACE HARDWARE	0055	692460	030	0172	\$1,000.00
MC GRAW-HILL EDUCATION, INC.	0495	702643	030	7090	\$2,599.13
MC GRAW-HILL EDUCATION, INC.	0810	703105	060	7085	\$3,070.30
MC GRAW-HILL EDUCATION, INC.	1765	703417	060	6300	\$7,515.06
MCDANNEL, LISA	0385	703366	030	0643	\$68.01
MEAT MARKET, INC. THE	0725	703556	030	0173	\$1,000.00
MEAT MARKET, INC. THE	0725	703557	030	0173	\$1,000.00
MEAT MARKET, INC. THE	0725	703564	030	0173	\$1,000.00
MEDCO SUPPLY CO., INC.	0395	702598	060	722D	\$1,513.20
MEDITERRANEAN GRILL	0706	703553	030	0152	\$300.00
MEGA-PRINTS, INC.	0475	702717	030	7090	\$4,999.00
MENDOTA UNIFIED SCHOOL DISTRICT	0765	702936	120	5035	\$5,850.00
ME-N-ED'S, INC.	0130	702639	030	7090	\$500.00
ME-N-ED'S, INC.	0130	702648	030	0172	\$374.00
ME-N-ED'S, INC.	0145	702596	030	7090	\$1,350.00
ME-N-ED'S, INC.	0155	702631	030	0172	\$500.00
ME-N-ED'S, INC.	0235	702634	030	7090	\$3,300.00
ME-N-ED'S, INC.	0255	702672	030	0110	\$2,250.00
ME-N-ED'S, INC.	0325	702862	030	7090	\$2,700.00
ME-N-ED'S, INC.	0340	702674	030	0110	\$350.00
ME-N-ED'S, INC.	0421	702650	030	0171	\$2,250.00
ME-N-ED'S, INC.	0430	702536	030	7090	\$3,000.00
ME-N-ED'S, INC.	0440	691960	030	7090	\$2,000.00
ME-N-ED'S, INC.	0460	702487	030	7090	\$847.00
ME-N-ED'S, INC.	0460	702545	030	7091	\$649.00
ME-N-ED'S, INC.	0567	702658	030	0111	\$300.00
METEOR EDUCATION, LLC	0765	702450	120	6128	\$1,588.27
METEOR EDUCATION, LLC	0875	703503	030	0700	\$6,486.27
METROPOLITAN GRAPHICS	0170	702414	030	0172	\$4,900.00
MICHAEL BRANDON FIDALGO	0055	703385	070	0761	\$750.00
MICHAEL COLE ELECTRIC	0070	702943	030	0171	\$4,500.00
MICHAEL COLE ELECTRIC	0410	703349	030	0110	\$500.00
MICHAEL COLE ELECTRIC	0470	703271	060	3010	\$500.00
MICHAEL COLE ELECTRIC	0475	702636	030	0115	\$500.00
MICHAEL COLE ELECTRIC	0796	703399	030	0667	\$4,700.00
MICHAEL KING	0340	702800A	030	0172	\$350.00
MIDLAND TRACTOR CO.	0919	696208	060	8150	\$1,902.52
MILNE PHOTOGRAPHY	0725	695458	030	0170	\$1,000.00
MILNE PHOTOGRAPHY	0725	695458	030	0173	\$2,500.00
MILNE PHOTOGRAPHY	0725	695458	030	0175	\$1,000.00
MIND RESEARCH INSTITUTE	0060	702538	030	7090	\$3,999.99
MIRACLE PLAYSYSTEMS, INC.	0919	702819	060	8150	\$1,505.71
MIRACLE PLAYSYSTEMS, INC.	0919	703329	060	8150	\$2,860.73
MIRACLE PLAYSYSTEMS, INC.	0919	703330	060	8150	\$3,661.47
MIRACLE PLAYSYSTEMS, INC.	0919	703331	060	8150	\$2,676.70
MIRACLE PLAYSYSTEMS, INC.	0919	703523	060	8150	\$5,084.76

MIRACLE PLAYSYSTEMS, INC.	0919	703524	060	8150	\$7,465.39
MOBILE MINI, INC.	1090	703460	350	0917	\$958.77
MOBILE MINI, INC.	1095	703143	350	0913	\$2,500.66
MOBILE MINI, INC.	1145	703311	350	0913	\$2,265.45
MONOPRICE, INC.	0421	702490	030	7090	\$1,197.98
MOREN, JENNIFER	0930	702839	030	0720	\$100.00
MULTI BUSINESS SYSTEMS	0105	702451	030	7090	\$1,382.14
MULTI BUSINESS SYSTEMS	0105	702623	030	7090	\$4,999.99
MUSSON THEATRICAL	0055	702734	030	0125	\$5,389.87
MYOUTCOMES FOR MENTAL WELL BEING, INC.	0785	703489	060	6500	\$4,048.00
MYSTERY SCIENCE, INC.	0195	703253	030	7090	\$1,249.00
NAESP	0601	702852	030	0500	\$1,410.00
NASCO EDUCATION, LLC	0130	702630	030	0125	\$832.38
NASCO EDUCATION, LLC	0420	702683	060	3010	\$935.50
NATIONAL COLLEGE RESOURCES FOUNDATION	0706	703254	030	0152	\$2,000.00
NATIONAL SEATING & MOBILITY	0788	702878	060	6500	\$1,382.00
NATIONAL SPEECH AND DEBATE ASSOCIATION	0145	703239	030	7090	\$248.00
NEARPOD, INC.	0530	702694	030	7090	\$1,900.00
NEULINGER, AMBER	0710	703378	030	0152	\$54.00
NICK'S CUSTOM GOLF CARS	0170	703166	030	0172	\$1,638.68
NIELSEN, MERKSAMER, PARRINELLO, GROSS AND LEONI	1905	703515	030	0690	\$5,000.00
NO SURRENDER LASER TAG	0130	703107	030	0171	\$1,000.00
NO SURRENDER LASER TAG	0130	703187	030	7090	\$4,000.00
NORMAN S. WRIGHT - DUCKWORTH	0919	703428	060	8150	\$1,076.19
NOTORIOUS GRAFIX	0145	703003	030	0123	\$2,800.00
OAKTREE PRODUCTS	1785	702902	030	0656	\$4,828.31
OFFICE DEPOT	0005	OD000042108	030	0113	\$1,356.00
OFFICE DEPOT	0005	OD000042109	030	0172	\$1,350.00
OFFICE DEPOT	0005	OD000042110	030	0172	\$260.00
OFFICE DEPOT	0005	OD000042111	030	0172	\$100.00
OFFICE DEPOT	0015	OD000040273	030	7090	\$6,483.00
OFFICE DEPOT	0025	OD000041909	060	3010	\$69.99
OFFICE DEPOT	0030	OD000042157	060	3010	\$2,425.71
OFFICE DEPOT	0055	OD000042075	030	0171	\$1,000.00
OFFICE DEPOT	0055	OD000042083	030	7090	\$3,000.00
OFFICE DEPOT	0060	OD000040508	030	0110	\$3,000.00
OFFICE DEPOT	0060	OD000041729	030	0625	\$29.99
OFFICE DEPOT	0060	OD000042092	030	0110	\$1,397.29
OFFICE DEPOT	0060	OD000042094	030	0110	\$210.09
OFFICE DEPOT	0060	OD000042115	030	0625	\$1,200.00
OFFICE DEPOT	0095	OD000040098	030	7091	\$5,000.00
OFFICE DEPOT	0095	OD000041937	030	7090	\$4,000.00
OFFICE DEPOT	0100	OD000042079	030	0115	\$1,953.30
OFFICE DEPOT	0120	OD000040505	030	7090	\$450.00

OFFICE DEPOT	0120	OD000040535	030	7090	\$150.00
OFFICE DEPOT	0120	OD000040563	030	7090	\$450.00
OFFICE DEPOT	0120	OD000040564	030	7090	\$450.00
OFFICE DEPOT	0120	OD000040567	030	7090	\$225.00
OFFICE DEPOT	0120	OD000040574	030	7090	\$450.00
OFFICE DEPOT	0120	OD000040575	030	7090	\$450.00
OFFICE DEPOT	0120	OD000040732	030	0110	\$150.00
OFFICE DEPOT	0120	OD000040777	030	0110	\$200.00
OFFICE DEPOT	0120	OD000040779	030	0110	\$150.00
OFFICE DEPOT	0120	OD000042091	030	0172	\$367.99
OFFICE DEPOT	0120	OD000042116	030	7090	\$450.00
OFFICE DEPOT	0120	OD000042184	030	0110	\$450.00
OFFICE DEPOT	0120	OD000042185	030	0110	\$450.00
OFFICE DEPOT	0120	OD000042186	030	0110	\$225.00
OFFICE DEPOT	0120	OD000042187	030	0110	\$450.00
OFFICE DEPOT	0123	OD000042081	030	7090	\$5,462.22
OFFICE DEPOT	0123	OD000042081	060	3010	\$1,059.86
OFFICE DEPOT	0130	OD000040881	030	0171	\$500.00
OFFICE DEPOT	0130	OD000042068	030	7090	\$2,377.00
OFFICE DEPOT	0135	OD000040819	030	7091	\$5,000.00
OFFICE DEPOT	0145	OD000042059	060	6500	\$225.00
OFFICE DEPOT	0145	OD000042060	060	6500	\$225.00
OFFICE DEPOT	0145	OD000042061	060	6500	\$225.00
OFFICE DEPOT	0145	OD000042062	060	6500	\$225.00
OFFICE DEPOT	0145	OD000042063	060	6500	\$225.00
OFFICE DEPOT	0145	OD000042064	060	6500	\$225.00
OFFICE DEPOT	0145	OD000042065	060	6500	\$225.00
OFFICE DEPOT	0145	OD000042066	060	6500	\$225.00
OFFICE DEPOT	0145	OD000042067	030	7091	\$4,900.00
OFFICE DEPOT	0155	OD000040104	030	7090	\$4,900.00
OFFICE DEPOT	0155	OD000042117	030	0171	\$3,689.00
OFFICE DEPOT	0160	OD000040357	030	0111	\$250.00
OFFICE DEPOT	0160	OD000042118	060	6500	\$200.00
OFFICE DEPOT	0160	OD000042119	030	7090	\$300.00
OFFICE DEPOT	0160	OD000042120	030	7090	\$300.00
OFFICE DEPOT	0160	OD000042121	030	7090	\$300.00
OFFICE DEPOT	0160	OD000042122	030	7090	\$300.00
OFFICE DEPOT	0160	OD000042123	060	6500	\$200.00
OFFICE DEPOT	0160	OD000042124	030	0110	\$300.00
OFFICE DEPOT	0160	OD000042125	030	0110	\$300.00
OFFICE DEPOT	0160	OD000042126	030	0110	\$300.00
OFFICE DEPOT	0160	OD000042127	030	0110	\$300.00
OFFICE DEPOT	0160	OD000042128	030	0110	\$300.00
OFFICE DEPOT	0160	OD000042129	030	0110	\$300.00
OFFICE DEPOT	0160	OD000042131	030	0110	\$300.00
OFFICE DEPOT	0160	OD000042133	030	0110	\$300.00
OFFICE DEPOT	0160	OD000042134	030	0110	\$300.00

OFFICE DEPOT	0160	OD000042136	030	0110	\$300.00
OFFICE DEPOT	0160	OD000042137	030	0110	\$300.00
OFFICE DEPOT	0160	OD000042138	030	0110	\$300.00
OFFICE DEPOT	0160	OD000042139	030	0110	\$300.00
OFFICE DEPOT	0160	OD000042140	030	0110	\$300.00
OFFICE DEPOT	0160	OD000042141	030	0110	\$300.00
OFFICE DEPOT	0160	OD000042142	030	0110	\$300.00
OFFICE DEPOT	0160	OD000042143	030	0110	\$300.00
OFFICE DEPOT	0160	OD000042144	030	0110	\$300.00
OFFICE DEPOT	0160	OD000042145	030	0110	\$150.00
OFFICE DEPOT	0160	OD000042146	030	0110	\$300.00
OFFICE DEPOT	0160	OD000042147	030	0110	\$300.00
OFFICE DEPOT	0160	OD000042148	030	0110	\$300.00
OFFICE DEPOT	0160	OD000042149	060	6500	\$200.00
OFFICE DEPOT	0160	OD000042150	030	0110	\$300.00
OFFICE DEPOT	0160	OD000042151	030	0110	\$300.00
OFFICE DEPOT	0160	OD000042152	030	0110	\$300.00
OFFICE DEPOT	0160	OD000042153	030	0110	\$300.00
OFFICE DEPOT	0160	OD000042154	030	0110	\$300.00
OFFICE DEPOT	0165	OD000042096	030	0110	\$619.83
OFFICE DEPOT	0165	OD000042135	030	0110	\$530.70
OFFICE DEPOT	0170	OD000042055	060	3010	\$4,701.94
OFFICE DEPOT	0185	OD000040209	030	7090	\$4,900.00
OFFICE DEPOT	0185	OD000041921	030	0125	\$69.99
OFFICE DEPOT	0188	OD000040713	030	7090	\$486.00
OFFICE DEPOT	0188	OD000042073	030	0133	\$500.00
OFFICE DEPOT	0188	OD000042097	030	7090	\$159.78
OFFICE DEPOT	0190	OD000042090	030	7140	\$4,300.00
OFFICE DEPOT	0195	OD000042164	030	0110	\$200.00
OFFICE DEPOT	0195	OD000042165	030	0110	\$858.00
OFFICE DEPOT	0195	OD000042166	030	0110	\$858.00
OFFICE DEPOT	0200	OD000040328	030	0110	\$3,000.00
OFFICE DEPOT	0215	OD000042132	030	0171	\$703.50
OFFICE DEPOT	0220	OD000042098	030	0110	\$994.54
OFFICE DEPOT	0220	OD000042162	030	0172	\$1,000.00
OFFICE DEPOT	0235	OD000040683	030	0125	\$800.00
OFFICE DEPOT	0235	OD000041985	030	0125	\$1,025.00
OFFICE DEPOT	0235	OD000042072	060	6500	\$200.00
OFFICE DEPOT	0237	OD000042070	030	0133	\$650.00
OFFICE DEPOT	0240	OD000042087	030	0171	\$1,000.00
OFFICE DEPOT	0240	OD000042087	030	0172	\$3,300.00
OFFICE DEPOT	0240	OD000042087	030	0173	\$500.00
OFFICE DEPOT	0265	OD000042069	060	6500	\$800.00
OFFICE DEPOT	0290	OD000041564	030	0110	\$69.99
OFFICE DEPOT	0315	OD000040174	030	7090	\$2,500.00
OFFICE DEPOT	0315	OD000041344	030	7091	\$2,000.00
OFFICE DEPOT	0315	OD000041667	030	0110	\$1,500.00

OFFICE DEPOT	0320	OD000040201	030	0110	\$200.00
OFFICE DEPOT	0320	OD000042099	030	0110	\$103.91
OFFICE DEPOT	0320	OD000042100	030	7090	\$377.30
OFFICE DEPOT	0320	OD000042101	030	7090	\$979.29
OFFICE DEPOT	0320	OD000042102	030	7090	\$136.09
OFFICE DEPOT	0320	OD000042103	030	7090	\$356.29
OFFICE DEPOT	0320	OD000042104	030	0110	\$503.37
OFFICE DEPOT	0335	OD000041484	030	0125	\$2,722.18
OFFICE DEPOT	0340	OD000040204	030	7090	\$9,500.00
OFFICE DEPOT	0340	OD000041291	030	7091	\$5,900.00
OFFICE DEPOT	0355	OD000040380	030	7090	\$1,000.00
OFFICE DEPOT	0365	OD000042105	030	7091	\$122.99
OFFICE DEPOT	0365	OD000042106	030	0110	\$537.08
OFFICE DEPOT	0370	OD000040247	030	0110	\$6,491.00
OFFICE DEPOT	0370	OD000042195	060	3010	\$9,030.00
OFFICE DEPOT	0385	OD000042168	030	7090	\$3,000.00
OFFICE DEPOT	0420	OD000041222	030	0110	\$49.99
OFFICE DEPOT	0421	OD000042074	030	0171	\$1,500.00
OFFICE DEPOT	0428	OD000042088	060	3210	\$1,717.71
OFFICE DEPOT	0430	OD000042176	060	3010	\$4,500.00
OFFICE DEPOT	0440	OD000040036	030	0115	\$7,000.00
OFFICE DEPOT	0445	OD000042085	030	7090	\$7,146.00
OFFICE DEPOT	0450	OD000040638	030	0110	\$53.06
OFFICE DEPOT	0450	OD000042167	030	0110	\$5,000.00
OFFICE DEPOT	0455	OD000040340	030	0115	\$1,990.00
OFFICE DEPOT	0460	OD000040251	030	7090	\$800.00
OFFICE DEPOT	0465	OD000042169	030	7091	\$7,000.00
OFFICE DEPOT	0470	OD000040789	030	0110	\$3,000.00
OFFICE DEPOT	0470	OD000042170	060	3010	\$250.00
OFFICE DEPOT	0470	OD000042171	030	0171	\$250.00
OFFICE DEPOT	0470	OD000042174	030	0110	\$250.00
OFFICE DEPOT	0470	OD000042175	030	0172	\$250.00
OFFICE DEPOT	0480	OD000042196	060	3182	\$4,645.30
OFFICE DEPOT	0500	OD000042107A	030	7090	\$3,657.75
OFFICE DEPOT	0505	OD000042155	030	7091	\$9,998.00
OFFICE DEPOT	0510	OD000040105	030	7090	\$1,443.00
OFFICE DEPOT	0510	OD000041418	030	0110	\$2,000.00
OFFICE DEPOT	0510	OD000042161	030	0171	\$1,500.00
OFFICE DEPOT	0530	OD000041708	030	7091	\$3,160.00
OFFICE DEPOT	0535	OD000041103	030	0110	\$7,500.00
OFFICE DEPOT	0550	OD000042179	030	7090	\$350.00
OFFICE DEPOT	0550	OD000042180	030	7090	\$350.00
OFFICE DEPOT	0550	OD000042181	030	7091	\$3,200.00
OFFICE DEPOT	0550	OD000042182	060	3010	\$4,500.00
OFFICE DEPOT	0552	OD000040821	030	0625	\$2,481.11
OFFICE DEPOT	0565	OD000042112	030	7090	\$5,000.00
OFFICE DEPOT	0565	OD000042189	030	0110	\$64.02

OFFICE DEPOT	0565	OD000042191	030	7090	\$3,279.31
OFFICE DEPOT	0567	OD000040271	030	7090	\$5,000.00
OFFICE DEPOT	0601	OD000042183	030	0500	\$3,000.00
OFFICE DEPOT	0700	OD000041970	030	0144	\$3,659.00
OFFICE DEPOT	0700	OD000041994	030	0144	\$2,499.00
OFFICE DEPOT	0700	OD000042084	030	0144	\$4,999.00
OFFICE DEPOT	0706	OD000040025	030	0152	\$5,000.00
OFFICE DEPOT	0710	OD000042056	030	0152	\$535.94
OFFICE DEPOT	0710	OD000042057	030	0152	\$122.26
OFFICE DEPOT	0710	OD000042058	030	0152	\$472.50
OFFICE DEPOT	0750	OD000040449	060	3060	\$2,287.00
OFFICE DEPOT	0755	OD000042076	030	0176	\$4,500.00
OFFICE DEPOT	0765	OD000042071	030	0192	\$3,500.00
OFFICE DEPOT	0770	OD000042051	060	5640	\$1,050.07
OFFICE DEPOT	0785	OD000042054	060	6500	\$2,220.78
OFFICE DEPOT	0785	OD000042077	060	6500	\$205.14
OFFICE DEPOT	0785	OD000042078	060	6500	\$64.76
OFFICE DEPOT	0785	OD000042080	060	6500	\$191.10
OFFICE DEPOT	0785	OD000042086	060	6500	\$202.26
OFFICE DEPOT	0785	OD000042160	060	5640	\$3,883.62
OFFICE DEPOT	0785	OD000042190	060	6500	\$195.40
OFFICE DEPOT	0786	OD000042172	060	6500	\$134.96
OFFICE DEPOT	0788	OD000042082	060	6500	\$105.91
OFFICE DEPOT	0790	OD000042052	060	4124	\$3,505.55
OFFICE DEPOT	0790	OD000042053	060	4124	\$4,622.99
OFFICE DEPOT	0790	OD000042159	060	4124	\$1,069.61
OFFICE DEPOT	0880	OD000042089	680	0851	\$307.71
OFFICE DEPOT	0885	OD000041760	030	0143	\$9.40
OFFICE DEPOT	0886	OD000040028	030	0140	\$7,500.00
OFFICE DEPOT	0891	OD000042192	030	0716	\$8,039.29
OFFICE DEPOT	0895	OD000042198	030	0716	\$1,518.91
OFFICE DEPOT	0925	OD000040239	030	7230	\$6,000.00
OFFICE DEPOT	1045	OD000042114	030	0192	\$250.00
OFFICE DEPOT	1075	OD000042095	030	0192	\$249.78
OFFICE DEPOT	1210	OD000042188	030	0192	\$100.00
OFFICE DEPOT	1480	OD000042177	030	0192	\$202.49
OFFICE DEPOT	1480	OD000042178	030	0192	\$100.00
OFFICE DEPOT	1601	OD000042194	060	3010	\$6,000.00
OFFICE DEPOT	1891	OD000042158	030	0716	\$2,859.34
OFFICE DEPOT	1891	OD000042197	030	0716	\$2,108.22
OFFICE DEPOT	1895	OD000042200	030	0717	\$215.94
OIL CHANGER	0919	690153	060	8150	\$4,000.00
OLIVIA'S LETTERMAN'S JACKETS	0145	702962	030	0643	\$2,000.00
OMEGA INDUSTRIAL SUPPLY, INC.	0919	690654	060	8150	\$1,000.00
OMEGA INDUSTRIAL SUPPLY, INC.	0925	690260	030	7230	\$450.00
O'REILLY AUTO PARTS	0710	694508	030	0152	\$2,500.00
OTICON, INC.	0788	702908	060	6500	\$581.46

OVERDRIVE, INC.	0145	703162	030	7091	\$4,500.00
OXFORD UNIV. PRESS, INC.	0105	703165	060	3010	\$609.78
PACE SUPPLY CORP.	1475	703367	350	0917	\$3,899.59
PACIFIC GAS & ELECTRIC CFM/PPC	1578	703491	350	0912	\$2,262.62
PAR, INC.	0770	703528	060	5640	\$5,372.17
PARC	0924	703149	060	8150	\$2,850.00
PARK A BIKE DBA GROUND CONTROL SYSTEMS	0235	703226	030	7090	\$3,770.48
PARTY WORKS, INC./ CLOVIS	0430	702515	030	7090	\$4,000.00
PARTY WORKS, INC./ CLOVIS	0465	702594	030	7090	\$300.00
PARTY WORKS/ BLACKSTONE	0055	693186	030	0171	\$1,000.00
PARTY WORKS/ BLACKSTONE	0455	702724	030	7090	\$426.63
PATITA'S PRINT AND APPAREL	0235	702416	030	0172	\$240.00
PEACE WORKS, INC.	0015	702726	030	7091	\$3,000.00
PEACE WORKS, INC.	0120	702823	030	0110	\$500.00
PEACE WORKS, INC.	0150	703371	030	0171	\$1,018.31
PEACE WORKS, INC.	0155	702824	030	0172	\$4,999.00
PEACE WORKS, INC.	0255	702746	030	7090	\$474.50
PEACE WORKS, INC.	0435	702821	030	0172	\$1,600.00
PEACE WORKS, INC.	0445	702438	060	3182	\$1,452.38
PEACE WORKS, INC.	0465	702289	030	7090	\$200.00
PEACE WORKS, INC.	0470	703013	030	7090	\$250.00
PEACE WORKS, INC.	0758	699709	030	0117	\$2,000.00
PEARSON ASSESSMENTS	0421	702662	030	0125	\$537.37
PEARSON ASSESSMENTS	0770	702444	060	5640	\$1,183.88
PEPA'S MEXICAN RESTAURANT	0430	701284	030	0643	\$700.00
PEPA'S MEXICAN RESTAURANT	0430	702647	030	7090	\$550.00
PERFORMANCE HEALTH SUPPLY, INC.	0785	702449	060	6500	\$338.72
PERMA BOUND	0100	702730	030	7140	\$428.48
PERMA BOUND	0100	702731	030	7140	\$432.26
PERMA BOUND	0100	702836	030	7140	\$591.43
PESI, INC.	0005	703063	030	0172	\$205.27
PESI, INC.	0005	703064	030	0172	\$105.49
PETUNIA'S PLACE	0235	702476	030	7090	\$600.00
PETUNIA'S PLACE	0235	702479	030	7090	\$500.00
PETUNIA'S PLACE	0235	702480	030	7090	\$600.00
PETUNIA'S PLACE	0235	702481	030	7090	\$500.00
PETUNIA'S PLACE	0235	702482	030	7090	\$500.00
PETUNIA'S PLACE	0601	703537	030	0500	\$2,500.00
PETUNIA'S PLACE	0700	703122	060	3010	\$475.00
PHOENIX DESERT SUMMER INSTITUTE	0700	703423	030	0144	\$715.00
PHONAK, LLC.	0788	702913	060	6500	\$2,426.75
PHONAK, LLC.	0788	702917	060	6500	\$3,229.01
PHONAK, LLC.	0788	702922	060	6500	\$2,504.50
PHONAK, LLC.	0788	702926	060	6500	\$3,741.22
PHONAK, LLC.	0788	703549	060	6500	\$4,833.54
PLASTIC CONNECTIONS, INC.	1910	693622E	130	5310	\$42.35

POCKET NURSE MEDICAL SUPPLIES	0670	702747	110	3555	\$461.13
POCKET NURSE MEDICAL SUPPLIES	0670	702925	110	3555	\$7,554.39
PONCE, GUADALUPE	0550	703081	030	0643	\$1,619.17
POSITIVE PROMOTIONS, INC.	0035	702693	030	7090	\$2,220.58
POSITIVE PROMOTIONS, INC.	0225	702697	030	7090	\$1,028.78
POSITIVE PROMOTIONS, INC.	0355	700142	030	0110	\$82.29
POSITIVE PROMOTIONS, INC.	0500	702772	030	7091	\$3,016.28
POSITIVE PROMOTIONS, INC.	0550	702712	030	0172	\$1,564.68
POWERSTRIDE BATTERY	0925	691504	030	7230	\$5,000.00
PRE SORT CENTER OF STOCKTON, INC.	0440	695531	060	3010	\$350.00
PRE SORT CENTER OF STOCKTON, INC.	0880	697366	670	0841	\$3,000.00
PRE SORT CENTER OF STOCKTON, INC.	0881	691883	670	0841	\$3,000.00
PROCLEAN SUPPLY CO.	0920	702890	030	0734	\$1,970.40
PROCLEAN SUPPLY CO.	1920	702801	030	0734	\$6,211.80
PROFESSIONAL UTILITY LOCATING	1130	703386	350	0912	\$5,000.00
PRO-SCREEN, INC. SIGNS & GRAPHICS	0130	702699	030	7090	\$4,745.47
PRO-SCREEN, INC. SIGNS & GRAPHICS	0265	703075	030	0114	\$820.92
PRO-SCREEN, INC. SIGNS & GRAPHICS	0265	703075	030	0115	\$820.92
PRO-SCREEN, INC. SIGNS & GRAPHICS	0265	703075	030	7090	\$1,641.85
PRO-SCREEN, INC. SIGNS & GRAPHICS	0265	703077	030	0173	\$4,723.44
PRO-SCREEN, INC. SIGNS & GRAPHICS	0265	703079	030	0173	\$3,744.55
PRO-SCREEN, INC. SIGNS & GRAPHICS	0265	703083	030	0171	\$2,126.86
PRO-SCREEN, INC. SIGNS & GRAPHICS	0265	703083	030	7090	\$2,126.87
PRO-SCREEN, INC. SIGNS & GRAPHICS	0265	703087	030	7090	\$3,113.99
PRO-SCREEN, INC. SIGNS & GRAPHICS	0325	702965	030	7091	\$5,200.00
PRO-SCREEN, INC. SIGNS & GRAPHICS	0325	703103	030	7090	\$3,841.12
PRO-SCREEN, INC. SIGNS & GRAPHICS	0475	702720	030	7090	\$4,700.00
PRO-SCREEN, INC. SIGNS & GRAPHICS	0485	703093	030	0172	\$3,785.90
PRO-SCREEN, INC. SIGNS & GRAPHICS	0575	703314	030	0172	\$9,409.29
PRO-SCREEN, INC. SIGNS & GRAPHICS	0601	702933	030	0500	\$7,987.58
PUNTES, CRYSTIN	0440	703270	030	0115	\$32.34
QUALITY CARPETS DESIGN CENTER	0919	703333	060	8150	\$3,806.53
R & S ERECTION TRI-COUNTY, INC.	0919	703520	060	8150	\$8,070.00
R. F. MACDONALD COMPANY	0919	703195	060	8150	\$506.88
R/G AWARD SYSTEMS	0055	691764	030	0172	\$1,500.00
R/G AWARD SYSTEMS	0160	702891	030	7090	\$700.00
R/G AWARD SYSTEMS	0505	702802	030	0172	\$4,858.88
R/G AWARD SYSTEMS	0505	702803	030	0172	\$226.75
R/G AWARD SYSTEMS	0505	702804	030	0172	\$3,000.00
RAMIREZ, VANESSA	0860	703355	030	0694	\$31.37
RAY FISHER PHARMACY	0880	702977	680	0851	\$747.85
REALLY GOOD STUFF, INC.	0005	702894	030	0172	\$72.96
REALLY GOOD STUFF, INC.	0495	703370	030	7090	\$1,964.53
REALLY GOOD STUFF, INC.	0765	703109	030	0192	\$5,423.68
REALLY GOOD STUFF, INC.	0765	703586	030	0192	\$1,496.08
REFRIGERATION SUPP. DIST.	0919	702710	060	8150	\$1,084.19
REFRIGERATION SUPP. DIST.	0919	702716	060	8150	\$224.98

REFRIGERATION SUPP. DIST.	0919	703194	060	8150	\$366.67
REFRIGERATION SUPP. DIST.	0919	703196	060	8150	\$2,460.54
REFRIGERATION SUPP. DIST.	0919	703319	060	8150	\$449.18
REFRIGERATION SUPP. DIST.	0919	703432	060	8150	\$282.56
REFRIGERATION SUPP. DIST.	0919	703434	060	8150	\$385.22
REGAL CINEMEDIA CORP.	0130	703160	030	7090	\$5,415.00
REGENTS OF THE UNIVERSITY OF MINNESOTA	0758	702423	030	0117	\$1,560.60
REHABMART, LLC DBA REHABMART.COM	0553	703161	030	7090	\$339.28
REXEL USA, INC. DBA PLATT ELECTRIC SUPPLY	0919	702729	060	8150	\$2,168.93
RF CON, INC.	0200	697738	030	0110	\$350.00
RICE UNIVERSITY	0700	703057	030	0144	\$600.00
RICOH USA, INC.	0060	702504	030	0110	\$41.00
RICOH USA, INC.	0250	702424	030	7090	\$209.00
RICOH USA, INC.	0810	703555	030	0640	\$4,696.91
RIDDELL/ALL AMERICAN SPORTS CORP.	0421	702805	030	0172	\$2,581.16
RIDER NATION APPAREL	0395	702701	060	722D	\$4,804.89
RMA GEOSCIENCE, INC.	1285	703392	250	9016	\$2,630.50
RMA GEOSCIENCE, INC.	1305	703396	350	0913	\$2,630.50
ROBOTSHOP, INC.	0887	703114	030	0143	\$2,863.52
ROCHESTER 100, INC.	0255	702714	030	7090	\$728.83
ROOSEVELT HIGH STUDENT BODY	0395	702379	030	0171	\$3,756.64
ROOT CREATIVE MARKETING	0812	702864	030	0137	\$4,999.00
RO'S PRECISE PAINTING, INC.	1395	703401	350	0916	\$2,658.00
ROYBAL, PAUL	0930	702842	030	0720	\$100.00
RUSH ADVERTISING	0160	702488	030	0110	\$1,899.99
RUSH ADVERTISING	0340	692320	030	7090	\$1,400.00
RUSH ADVERTISING	0370	703204	030	0172	\$2,000.00
RUSH ADVERTISING	0421	702509	030	7090	\$1,500.00
RUSH ADVERTISING	0421	702707	030	0125	\$2,500.00
RUSH ADVERTISING	0430	702667	030	0171	\$603.46
RUSH ADVERTISING	0435	702818	030	0172	\$4,900.00
RUSH ADVERTISING	0700	702682	030	0606	\$99.12
RUSH ADVERTISING	0700	702682	060	3010	\$4,856.67
S & S WORLDWIDE	0145	702951	060	4124	\$2,579.21
SALTZMAN AUTO ELECTRIC AND EQUIPMENT, INC.	1421	702833	350	0917	\$1,015.81
SAN FRANCISCO FLORAL	0617	703086	030	0500	\$250.00
SAN JOAQUIN RIVER PARKWAY	0725	702899	030	0173	\$670.00
SAN JOAQUIN RIVER PARKWAY	0725	703090	030	0173	\$420.00
SCHOLASTIC, INC.	0552	703478	030	7091	\$154.34
SCHOLASTIC, INC.	0552	703480	030	0625	\$148.24
SCHOLASTIC, INC.	0765	703106	030	0192	\$5,407.53
SCHOLASTIC MAGAZINE	0421	696877	030	7090	\$91.00
SCHOOL FACILITY CONSULTANTS	0905	694622E	350	0912	\$46.25
SCHOOL FACILITY CONSULTANTS	0905	694622E	350	0916	\$970.00
SCHOOL FACILITY CONSULTANTS	0905	694622E	400	0915	\$1,676.25

SCHOOL HEALTH CORPORATION	0237	703068	030	0133	\$195.02
SCHOOL HEALTH CORPORATION	0765	703567	030	0192	\$448.51
SCHOOL OUTFITTERS	0255	702719	030	7090	\$766.90
SCHOOL OUTFITTERS	0430	702808	030	7090	\$1,290.37
SCHOOL PRIDE, LTD	0030	702893	030	0115	\$2,823.84
SCHOOL PRIDE, LTD	0030	702893	030	0171	\$891.74
SCHOOL SAVERS	0421	702814	030	7090	\$1,591.20
SCHOOL SPECIALTY, INC.	0070	702483	030	0172	\$4,000.00
SCHOOL SPECIALTY, LLC	0005	702496	030	0172	\$380.00
SCHOOL SPECIALTY, LLC	0005	702503	030	0172	\$1,200.00
SCHOOL SPECIALTY, LLC	0005	702508	030	0172	\$1,300.00
SCHOOL SPECIALTY, LLC	0005	702510	030	0172	\$1,600.00
SCHOOL SPECIALTY, LLC	0005	703018	030	0110	\$176.64
SCHOOL SPECIALTY, LLC	0100	702750	030	0115	\$6,351.12
SCHOOL SPECIALTY, LLC	0100	702995	030	7140	\$2,042.67
SCHOOL SPECIALTY, LLC	0155	702500	030	0172	\$3,000.00
SCHOOL SPECIALTY, LLC	0155	702512	030	7090	\$4,900.00
SCHOOL SPECIALTY, LLC	0155	702514	030	7091	\$4,999.00
SCHOOL SPECIALTY, LLC	0225	703327	060	3010	\$949.80
SCHOOL SPECIALTY, LLC	0237	703007	030	0133	\$793.83
SCHOOL SPECIALTY, LLC	0340	702695	030	7090	\$294.23
SCHOOL SPECIALTY, LLC	0445	702436	060	3182	\$450.63
SCHOOL SPECIALTY, LLC	0495	703591	030	7090	\$5,994.75
SCHOOL SPECIALTY, LLC	0785	702698	060	6500	\$199.19
SCHOOL SPECIALTY, LLC	0810	703243	060	7085	\$8,000.00
SCHOOL SPECIALTY, LLC	1891	702952	030	0716	\$2,129.05
SCHOOL SPECIALTY, LLC	1891	703326	030	0716	\$2,842.56
SCHOOL SPORT	0919	703341	060	8150	\$6,875.00
SCHOOLHOUSE EDUCATIONAL SERVICES, INC.	0770	703350	060	6500	\$450.00
SDSU RESERCH FOUNDATION-NCUST	0601	703145	030	0500	\$9,400.00
SDSU RESERCH FOUNDATION-NCUST	0601	703146	030	0500	\$9,400.00
SERENITY KELLY	0227	703275	030	0644	\$350.00
SHELCO INDUSTRIES	0919	703351	060	8150	\$8,594.00
SHLB COALITION	0923	703206	030	0140	\$2,000.00
SIERRA SEAL COATING	0919	703522	060	8150	\$7,300.00
SIGNATURE SOLUTIONS	1601	703422	060	3010	\$5,398.75
SIGNATURE SOLUTIONS	1601	703424	060	3010	\$971.78
SITEONE LANDSCAPE SUPPLY	0919	690692	060	8150	\$5,218.00
SNAP-ON INDUSTRIAL	0919	702328	060	8150	\$6,768.36
SONOMA TECHNOLOGY, INC.	0145	703136	060	722A	\$4,350.00
SOUND CONTRACTING, INC.	0120	702649	060	3010	\$290.00
SOUND CONTRACTING, INC.	0295	702560	030	7090	\$290.00
SOUND CONTRACTING, INC.	0450	702945	030	7090	\$290.00
SOUND CONTRACTING, INC.	0500	701689	030	7090	\$390.00
SOUND CONTRACTING, INC.	0505	702944	030	0171	\$7,225.00
SOUND CONTRACTING, INC.	0796	701685	030	0667	\$190.00

SOUND CONTRACTING, INC.	1421	702817	350	0917	\$7,225.00
SOUTHWEST SCHOOL SUPPLY	1891	693642A	030	0716	\$421.10
SPEECH CORNER	0785	702939	060	6500	\$114.89
SPINITAR	0045	702964	030	0110	\$341.33
SPINITAR	0145	702900	030	0125	\$1,699.62
SPINITAR	0235	702898	030	7090	\$8,145.30
SPINITAR	0421	702905	030	7090	\$883.90
SPINITAR	0510	702907	030	7090	\$1,514.38
SPINITAR	0575	702628	030	0115	\$1,423.72
SPINITAR	0700	702901	060	3010	\$2,866.09
SPORT SCOPE, INC.	0055	699786	030	0172	\$156.56
ST. PAUL ARMENIAN CHURCH	0701	702974	060	5823	\$1,032.96
ST. PAUL ARMENIAN CHURCH	0701	702974	060	5827	\$1,036.07
ST. PAUL ARMENIAN CHURCH	0701	702974	060	5828	\$1,032.97
STATE ARCHITECT, DIVISION OF	0710	703091	030	0152	\$5,551.98
STATE ARCHITECT, DIVISION OF	1185	702967	350	0917	\$1,022.50
STEVEN C. NUNEZ	0417	703225	030	0114	\$499.00
STEVEN C. NUNEZ	0417	703321	030	0115	\$499.00
STEVEN C. NUNEZ	0417	703325	030	0115	\$499.00
STITCH MASTER CUSTOM EMBROIDERY	0765	702501	030	0192	\$300.00
STRATEGIC MECHANICAL, INC.	0919	703219	060	8150	\$8,995.00
SUBWAY#25619 / SHAW-PALM	0090	702866	030	0643	\$650.00
SUNNYSIDE DONUTS	0567	702663	030	0111	\$100.00
SUNNYSIDE TROPHY, INC.	0395	702486	030	0171	\$500.00
SUNNYSIDE TROPHY, INC.	0480	703461	030	0172	\$884.59
SUNNYSIDE TROPHY, INC.	0510	702629	030	7090	\$1,538.54
SUNNYSIDE TROPHY, INC.	0601	702911	030	0500	\$1,889.56
SUPER DUPER PUBLICATIONS	0785	702685	060	6500	\$191.82
SUPER DUPER PUBLICATIONS	0785	702686	060	6500	\$171.41
SUPER DUPER PUBLICATIONS	0785	702773	060	6500	\$188.74
SUPER DUPER PUBLICATIONS	0785	702774	060	6500	\$199.59
SUPER DUPER PUBLICATIONS	0785	702775	060	6500	\$85.19
SUPER DUPER PUBLICATIONS	0785	702776	060	6500	\$193.06
SUPER DUPER PUBLICATIONS	0785	702937	060	6500	\$199.65
SUPER DUPER PUBLICATIONS	0785	703405	060	6500	\$58.51
SUPER DUPER PUBLICATIONS	0785	703406	060	6500	\$197.21
SUPER DUPER PUBLICATIONS	0785	703408	060	6500	\$198.50
SUPERIOR TEXT, LLC	1748	697829	060	6300	\$156.68
SWIM SUITS WEST	0055	702914	030	0172	\$600.00
SWIM SUITS WEST	0055	702915	030	0172	\$700.00
SWIM SUITS WEST	0055	702916	030	0172	\$700.00
SYSCO OF CENTRAL CALIFORNIA	1910	702881	130	5310	\$9,867.18
TACOS MARQUITOS, INC.	0235	690292	030	7090	\$2,000.00
TAYMARK DBA IT'S ELEMENTARY, DBA ANDERSONS	0423	702681	030	0643	\$1,416.62
TEACHER CREATED MATERIALS PUB.	0750	702737	060	3061	\$5,708.33
TEACHER'S DISCOVERY	0235	702850	030	0125	\$68.30

TECHNICLEAN PRODUCTS, INC.	0225	698914	030	0110	\$78.12
TECHNICLEAN PRODUCTS, INC.	0385	699752	030	0171	\$78.39
TECHNICLEAN PRODUCTS, INC.	1105	702918	030	0656	\$215.95
TEOCALLI CULTURAL ACADEMY	0575	703232	030	0115	\$2,400.00
TEXTBOOK WAREHOUSE, LLC	0395	702799	060	722D	\$1,227.97
TEXTBOOK WAREHOUSE, LLC	0810	703343	060	7085	\$2,427.52
TEXTBOOK WAREHOUSE, LLC	1748	703446	060	6300	\$8,512.00
TFH (USA) LTD.	0495	702591	030	7090	\$1,728.20
TFH (USA) LTD.	0553	702725	060	3182	\$4,094.16
THE COLLEGE BOARD	0811	703211	030	0130	\$750.00
THE HOME DEPOT PRO	0130	703365	030	0125	\$4,479.18
THE HOME DEPOT PRO	0445	703436	030	7090	\$1,168.01
THE HOME DEPOT PRO	1910	703388	130	5310	\$256.98
THE HOME DEPOT PRO	1920	702921	030	0734	\$6,753.44
THE HOME DEPOT PRO	1920	703133	030	0734	\$8,285.75
THE LAB GEAR	0208	702722	030	7090	\$2,500.00
THE LAB GEAR	0265	702748	030	0115	\$423.26
THE MOWERS EDGE	0919	690934	060	8150	\$1,000.00
THE MOWERS EDGE	1920	703170	030	0734	\$881.04
THE MOWERS EDGE	1920	703171	030	0734	\$2,565.36
THE MOWERS EDGE	1920	703172	030	0734	\$1,107.78
THE MOWERS EDGE	1920	703173	030	0734	\$1,399.33
THE MOWERS EDGE	1920	703174	030	0734	\$898.33
THE MOWERS EDGE	1920	703175	030	0734	\$1,865.74
THE MOWERS EDGE	1920	703176	030	0734	\$315.55
THE MOWERS EDGE	1920	703177	030	0734	\$2,073.06
THE MOWERS EDGE	1920	703178	030	0734	\$4,658.04
THE MOWERS EDGE	1920	703179	030	0734	\$4,994.17
THE MOWERS EDGE	1920	703180	030	0734	\$4,312.68
THE MOWERS EDGE	1920	703182	030	0734	\$466.11
THE MOWERS EDGE	1920	703328	030	0734	\$3,951.86
THE VISION BOARD, LLC	0702	702708	060	9059	\$1,497.00
THE WYRICK BOOK CO.	0450	703167	030	7090	\$4,822.27
THE WYRICK BOOK CO.	1420	703001	060	3010	\$2,000.00
THEODORE RUDY KERBER DBA ALLOUT GRAPHICS	0250	702822	030	0110	\$1,000.00
THERAPY SHOPPE, INC.	0410	702585	030	0110	\$3,210.64
THERAPY SHOPPE, INC.	0495	702935	030	7090	\$3,041.76
THINK SOCIAL PUBLISHING, INC.	0005	702577	030	0172	\$132.79
THINK SOCIAL PUBLISHING, INC.	0005	702946	030	0172	\$132.79
THYSSENKRUPP ELEVATOR CORP.	1561	702848	350	0917	\$4,687.94
TIM R. TRULL ELECTRIC, INC.	0919	703269	060	8150	\$3,885.00
TIM R. TRULL ELECTRIC, INC.	1430	702777	140	6205	\$5,920.00
TOP SHELF CATERING	0145	702646	030	7090	\$1,300.00
TORRES, ROSALINDA	0155	702542	030	0111	\$112.74
TOTAL FILTRATION SERVICE, INC.	0919	703202	060	8150	\$3,063.75
TOTAL FILTRATION SERVICE, INC.	0919	703282	060	8150	\$8,932.56

TULARE COUNTY OFFICE OF EDUCATION	0701	703138	060	3010	\$3,120.00
TULARE COUNTY OFFICE OF EDUCATION	0701	703140	060	3010	\$3,120.00
ULINE	0208	703186	030	7090	\$759.63
ULINE	0208	703214	030	7090	\$133.83
ULINE	0208	703215	030	7090	\$3,685.59
ULINE	0208	703223	030	7090	\$929.63
ULINE	0208	703227	030	7090	\$695.47
ULINE	1145	703312	350	0913	\$855.16
ULINE	1335	703589	350	0917	\$5,825.30
UNITED REFRIGERATION, INC.	0919	703431	060	8150	\$3,648.23
UNITED REFRIGERATION, INC.	1910	703361	130	5310	\$683.49
UNITED REFRIGERATION, INC.	1910	703435	130	5310	\$614.59
UNITED STATES ACADEMIC	0055	703458	030	0125	\$195.00
UNIVERSITY OF THE PACIFIC	0055	703544	030	0125	\$190.00
US AIR CONDITIONING	0919	690724	060	8150	\$6,000.00
US FOODS, INC.	1910	703376	130	5310	\$4,305.50
VAL PRINT	0725	698964	030	0170	\$6,000.00
VAL PRINT	0889	691774	030	0709	\$1,300.00
VALLARTA FOOD ENTERPRISES	0015	703483	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0035	703486	030	0110	\$700.00
VALLARTA FOOD ENTERPRISES	0070	702863	030	0172	\$1,000.00
VALLARTA FOOD ENTERPRISES	0075	703513	030	0110	\$300.00
VALLARTA FOOD ENTERPRISES	0105	703237	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0125	703381	030	0124	\$300.00
VALLARTA FOOD ENTERPRISES	0130	702872	030	0173	\$500.00
VALLARTA FOOD ENTERPRISES	0155	703465	030	0110	\$500.00
VALLARTA FOOD ENTERPRISES	0185	702419	030	0125	\$250.00
VALLARTA FOOD ENTERPRISES	0225	702865	030	0110	\$250.00
VALLARTA FOOD ENTERPRISES	0230	702689	030	0124	\$1,000.00
VALLARTA FOOD ENTERPRISES	0235	700968	030	7090	\$300.00
VALLARTA FOOD ENTERPRISES	0235	703482	030	0171	\$500.00
VALLARTA FOOD ENTERPRISES	0240	703466	030	0128	\$500.00
VALLARTA FOOD ENTERPRISES	0250	703473	030	0110	\$1,000.00
VALLARTA FOOD ENTERPRISES	0265	703485	030	7090	\$1,000.00
VALLARTA FOOD ENTERPRISES	0310	702680	030	0113	\$500.00
VALLARTA FOOD ENTERPRISES	0380	703474	030	0171	\$600.00
VALLARTA FOOD ENTERPRISES	0395	703008	030	0125	\$350.00
VALLARTA FOOD ENTERPRISES	0417	703216	030	7090	\$925.00
VALLARTA FOOD ENTERPRISES	0421	703484	030	0171	\$600.00
VALLARTA FOOD ENTERPRISES	0423	702871	030	0643	\$200.00
VALLARTA FOOD ENTERPRISES	0440	703469	030	0115	\$500.00
VALLARTA FOOD ENTERPRISES	0445	702873	030	0181	\$3,031.00
VALLARTA FOOD ENTERPRISES	0510	703487	030	0110	\$500.00
VALLARTA FOOD ENTERPRISES	0550	703009	030	0172	\$600.00
VALLARTA FOOD ENTERPRISES	0700	702867	030	0144	\$500.00
VALLARTA FOOD ENTERPRISES	0725	703561	030	0173	\$400.00
VALLARTA FOOD ENTERPRISES	0785	702874	060	6500	\$50.00

VALLARTA FOOD ENTERPRISES	0787	703288	030	0146	\$400.00
VALLARTA FOOD ENTERPRISES	0787	703289	030	0146	\$300.00
VALLARTA FOOD ENTERPRISES	0810	703526	030	0141	\$400.00
VALLARTA FOOD ENTERPRISES	0812	703181	030	0137	\$500.00
VALLEY UNIQUE ELECTRIC, INC.	1395	703353	350	0916	\$8,023.40
VENTURA TV, INC.	0765	703425	030	0192	\$1,233.12
VIKING ENTERPRISES	0305	703281	030	0172	\$8,000.00
VIKING ENTERPRISES	1120	702743	350	0913	\$6,000.00
VIKING ENTERPRISES	1145	703476	350	0913	\$2,200.00
VILLALOBOS, ADRIAN	0930	702844	030	0720	\$69.00
VINCENT COMMUNICATIONS, INC.	0005	703031	030	7091	\$388.60
VINCENT COMMUNICATIONS, INC.	0010	702519	030	7090	\$388.60
VINCENT COMMUNICATIONS, INC.	0100	702728	030	0115	\$582.90
VINCENT COMMUNICATIONS, INC.	0355	702511	030	0172	\$1,165.81
VINCENT COMMUNICATIONS, INC.	0925	691629	030	7230	\$1,000.00
W.O.L.F	0725	703305	030	0173	\$7,964.00
W.O.W. PRODUCTIONS	0145	702820A	060	3010	\$9,337.64
WEPRINTIT	0100	703108	030	0171	\$8,896.38
WEPRINTIT	0905	703493	030	0738	\$735.57
WESTERN PSY. SERVICES	0770	702446	060	5640	\$2,710.74
WESTERN PSY. SERVICES	0770	702446	060	6500	\$2,123.84
WHITE PINE LUMBER	0919	690378	060	8150	\$6,000.00
WILD ELECTRIC, INC.	1235	703062	350	0916	\$2,399.06
WOLF LAKES PARK, INC.	0701	703540	060	5827	\$4,064.39
WOODBURN PRESS	0255	702715	030	7090	\$465.65
XIT SOLUTIONS	0395	702732	030	0152	\$816.10
YELLOW DOG SIGNS & GRAPHICS	0005	702669	030	0172	\$3,563.18
YELLOW DOG SIGNS & GRAPHICS	0130	702687	030	7090	\$2,773.14
YELLOW DOG SIGNS & GRAPHICS	0170	702417	030	0172	\$4,900.00
YELLOW DOG SIGNS & GRAPHICS	0423	703104	030	0115	\$6,644.72
YELLOW DOG SIGNS & GRAPHICS	0575	702441	030	0115	\$1,117.54
YELLOW DOG SIGNS & GRAPHICS	0575	703335	030	7090	\$6,393.63
YELLOW DOG SIGNS & GRAPHICS	0725	697109	030	0173	\$3,000.00
YOUTH LEADERSHIP INSTITUTE	0796	703488	030	0667	\$1,800.00

THE FOLLOWING PURCHASE ORDERS ARE FOR ASB FUND 950

**PURCHASE ORDERS DATED
MAY 01, 2021 TO MAY 31, 2021
RATIFICATION DATE AUGUST 11, 2021**

VENDOR/AUTHORITY	DEPT	PO NUMBER	FUND	UNIT	AMOUNT
A-MARK T-SHIRT, INC.	0385	702870	950	9500	\$1,331.87
FUNWORKS/KAREN GAINES	0370	703542	950	9500	\$300.00
GEIGER DBA GEIGER BROS.	0365	702910	950	9500	\$1,074.35
OFFICE DEPOT	0140	OD000042093	950	9500	\$975.50
OFFICE DEPOT	0470	OD000042173	950	9500	\$250.00
PATITA'S PRINT AND APPAREL	0155	702485	950	9500	\$194.81
PEACE WORKS, INC.	0530	702739	950	9500	\$328.40
TROPICALE FOODS, INC.	0550	703188	950	9500	\$200.00
VALLARTA FOOD ENTERPRISES	0075	703472	950	9500	\$300.00

THE FOLLOWING PURCHASE ORDERS ARE FOR \$10,000 OR MORE

**PURCHASE ORDER DATED
FEBRUARY 01, 2021 TO FEBRUARY 28, 2021
RATIFICATION DATE AUGUST 11, 2021**

VENDOR/AUTHORITY	DEPT	PO NUMBER	FUND	UNIT	AMOUNT
FRESNO POLICE DEPARTMENT BOE 10/03/18 A-12	0664	697006	030	0672	\$1,366,300.50

FUND INDEX (Numeric)

FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	OBJECT
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)

FUND FUND NAME

030	General Fund-Unrestricted
060	General Fund-Restricted
061	General Fund-Restricted 2011
062	General Fund-Restricted 2012
063	General Fund-Restricted 2013
069	General Fund-Restricted 2019
070	Non Agency
080	Extended Day
091	Charter School Fund - Dailey
110	Adult Education Fund
120	Child Development Fund
130	Cafeteria Fund
610	Cafeteria Fund
670	Health-Self-Insurance Fund
680	Liability-Self-Insurance Fund
690	Workers Compensation-Self-Insurance Fund
700	Defined Benefits-Self-Insurance Fund
710	Retiree Benefit Fund
950	Associated Student Body

BUILDING FUNDS

140	Deferred Maintenance Fund
210	Adult Education Building Fund
250	Developer Fee Fund
2S0	Measure K-Series G-Building Fund
2U0	Measure Q-Series B-Building Fund
2V0	Measure Q-Series C-Building Fund
2W0	Measure Q-Series D-Building Fund
2X0	Measure Q-Series E-Building Fund
2XA	Measure X-Series A-Building Fund
2Y0	Measure Q-Series F-Building Fund
350	County School Facilities Fund
400	Special Reserve Capital Outlay
5A0	Measure A Bond & Red
5G0	Meas. K-Bond Interest & Redemption
5M0	1977/78 Tax Override Fund
5Q0	Measure Q Debt Service
5X0	Measure X Debt Service

UNIT INDEX (Numeric)

FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	OBJECT
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)

UNIT UNIT NAME

0100 TK Teachers Over Baseline
0101 Elimination of Combos TK-6
0102 CSR Teachers Over Baseline
0103 Smalls Schools
0104 FLEX Teachers Over Base
0105 TK-3 Elimination of Combo
0106 TK Over Baseline
0110 Elementary Education
0111 Elementary Education Administrative Budget
0112 Teacher Supply Allocation
0113 Increased Teacher Time
0114 Middle School Education Administrative Budget
0115 Middle School Education
0116 Middle School Supplemental Concentration
0117 DI English Learner Services
0118 Middle School Education Expansion
0119 Focus & Priority School Support
011E Elementary Education EPA
0120 Professional Learning Column
0121 High School Differentiated Staffing
0122 High School Redesign
0123 High School Education Administrative Budget
0124 Continuation High Schools
0125 High School Education
0126 Early Start Program Exemption Initiative
0127 Student Engagement Center
0128 JE Young Academic Center
0129 One-time Middle & High School Support
0130 Graduation Task Force
0131 Linked Learning
0132 Special Ed Intervention
0133 Alternative Special Ed Schools
0134 Charter School Oversight
0135 Charter Schools
0136 7th Period Programs
0137 Men's & Women's Alliance

UNIT UNIT NAME

0138 Alternative Education
0139 Phillip J. Patino School
0140 Technology School Support
0141 Peer Mentors
0142 Secondary Science Lab Equipment
0143 Additional School Supports
0144 Advanced Placement Expansion
0145 CART
0146 Special Education Intersession
0147 Design Science
0148 Ongoing E-rate
0149 Upgrading Access to Technology
0150 Additional Teachers at Elementary/Secondary
0151 One-Time Funds
0152 Career Vocational Education/Workforce Readiness
0153 New CTE School
0154 Design Science Building Project
0155 Fresno High CTE Facility
0156 Comprehensive Guidance
0164 Driver Education
0168 Elementary Music
0169 District Arts Collaborative Project
0170 Student Activity Supports
0171 Innovative Clubs
0172 Extracurricular & Co-curricular
0173 Trips and Transitions
0174 Home & Hospital Instruction
0175 Homeless and Foster Youth Student Support
0176 African American Student Academic Acceleration
0177 Student Voice
0178 English Learner Services
0179 English Learner Master Plan Redesign
0180 Summer School/Intersession
0181 After School Expansion
0187 Technology One-Time Funds
0188 One Time Facilities Projects

UNIT INDEX (Numeric)

FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	OBJECT
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)

UNIT	UNIT NAME	UNIT	UNIT NAME
0190	Shack Program	0700	Administrative Services
0191	After School Program Expansion	0708	Fiscal Services
0192	Preschool Program Expansion	0709	Payroll Department
0193	National Board Certification for Teachers	0712	Graphics Center
0194	Kids Invent	0715	One-time Cafeteria Tables
0195	Common Core Assessments	0716	Purchasing Services
0196	Textbook Adoptions	0717	Baseline Classroom Supplies & Equipment
0315	Testing Fees	0718	Labor Relations
0602	Research, Evaluation & Assessment	0720	Human Resources/Labor Relations
0606	Curriculum & Instruction Services Admin	0730	Operational Services
0624	Library Program	0734	Plant Maintenance & Operations
0625	Additional Library Supplies	0738	Facilities Planning & Management
0640	Prevention & Intervention	0750	Civic Center
0641	DPI - Social Emotional Supports	0752	Extended Day Program
0642	My Brother's Keeper	0761	Non-agency Activities
0643	Saturday Academy	0762	Suspense Clearing Account
0648	Psychological Services	0763	Health Contribution
0649	Safe & Civil Schools	0770	Facility Additions & Improvement
0655	Dream Center	0790	Other Outgo
0656	Student Health Services	0840	Irrevocable Trust
0657	High Quality School Site Health Services	0841	Health Benefit ISF
0662	Grants	0851	Liability/Property ISF
0663	Transfers Office	0861	Workers' Compensation ISF
0667	Parent University	0865	Defined Benefits ISF
0670	Board Of Education	0901	Developer Fee Fund
0672	Security Office	0905	Adult Education Bldg Fund
0673	Security One-Time Funds	0912	New Construction (State Reimbursement)
0674	Superintendent's Office	0913	New Construction (No State Reimbursement)
0675	Instructional School Leadership	0915	Special Reserve
0676	School Support Services	0916	Reconstruction
0677	Chief Academic Office	0917	Remodel (No State Funding)
0678	District & School Account Improvement	0918	Bond Support Costs
0679	Equity and Access	0926	1995 Measure A Bond Int & Redemption
0680	Intermediate Division - Office	0939	Tax Override 1977/1987
0685	Secondary Division - Office	1100	State Lottery
0690	Legal Services	1400	Education Protection Account (EPA)
0694	Communications	2430	Community Day Schools

UNIT INDEX (Numeric)

FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	OBJECT
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)

UNIT UNIT NAME

3010 IASA: Title I Basic Grants Low
 3025 IASA: Title I Local Delinquent
 3060 IASA: Title I Migrant Ed Regular
 3061 IASA: Title I Migrant Ed Summer
 3180 NLCB: Title I, School Improvement Grant
 3181 NLCB: ARRA Title I, School Improvement Grant (SIG)
 3182 ESSA: Comprehensive Support & Improvement (CSI)
 3310 Idea Basic Local Aid: Spec. Ed.
 3311 IDEA Local Assistance, Part B, Sec 611, Private Schools ISP's
 3312 SD-CEIS IDEA Basic Local Assistance Entitlement
 3315 Idea Preschool Grades: Spec. Ed.
 3318 SD-CEIS IDEA Preschool Grants
 3320 Idea Preschool Location: Spec. Ed.
 3326 Idea Part B - Supporting Inclusive Practices Preschool
 3327 Special Ed: IDEA Mental Health Allocation Plan, Part B, Sec
 3332 SD-CEIS IDEA Preschool Local Entitlement
 3345 Idea Preschool Staff: Spec. Ed.
 3385 Idea Early Intervention: Spec. Ed.
 3386 Idea Supporting Inclusive Practices Grant SPED
 3395 Idea Alternative Dispute Resolution
 3550 Vocational Programs: Voc & App
 3555 Vocational Programs: Postsecondary
 3905 Esl/Citizenship: Adult Basic Education
 3913 Adult Secondary Ed: Adult Basic Education
 3926 English Literacy & Civics Education: Adult Basic Education
 4035 Title II - Teacher Quality
 4124 21ST Century Comm Learn Center
 4127 Title IV - Student Support and Academic Enrichment
 4128 Title IV, Part A
 4201 Title III - Immigrant

UNIT UNIT NAME

4203 Title III - Limited English Proficient
 4510 Indian Education
 5025 CD: Federal General (CCTR) and State Preschool (CSPP)
 5035 CD: Federal Quality Improvement
 5310 Child Nutrition: School Program
 5314 Child Nutrition: Equipment Assistance Grants
 5320 Child Nutrition: Child Care Food
 5370 Child Nutrition: Fresh Fruit & Vegetables
 5380 Child Nutrition: School Breakfast & Summer Service Program
 5630 Homeless Children Education Grant
 5640 Medi-Cal Billing Option
 5823 Transition to Teaching
 5824 Teacher Quality Partnership Program
 5825 Full Service Community Schools Program
 5826 Youth Risk Behavior Survey Grant
 5827 Fresno Pacific Teacher Quality Partnership Program
 5829 Smaller Learning Communities
 5839 Elem & Secondary School Counseling
 5851 Readiness & Emergency Management for Schools
 5852 Citizenship and Integration Direct Services Grant Program
 5853 Affordable Care Act (ACA) Grants for School-Based Health Cen
 6010 After School Education & Safety Program (ASES)
 6011 (ASES) Kids Code Pilot Program
 6052 Prekindergarten & Family Literacy Program - Parent
 6092 Cal-Safe Child Care
 6105 Child Development: California State Preschool Program (CSPP)
 6145 Child Development: Facility Renovation Repair
 6205 Deferred Maintenance
 6225 Williams Emergency Repairs
 6230 California Clean Energy Jobs Act (Prop 39)

July 2019

UNIT INDEX (Numeric)

FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	OBJECT
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)

UNIT	UNIT NAME	UNIT	UNIT NAME
6264	Educator Effectiveness	7240	Transportation-Special Education
6300	Lottery: Instructional Materials	7311	Classified School Employee Prof Dev Block Grant
6350	Apprenticeship Program	7338	College Readiness Block Grant
6371	CalWORKs for Adult Education	7370	Specialized Secondary Programs
6382	California Career Pathways Trust	7393	Professional Development Block Grant
6385	California Partnership Academies-CTE Initiative	7394	Targeted Instr Improvement Block Grant
6387	California Career Technical Education Incentive Grant Program	7395	School & Library Improvement
6390	Adult Education Apportionment	7405	Common Core State Standards Implementation
6391	Adult Education Block Grant	740A	Quality Education Investment Act 1 st Year
639A	Adult Education MOE	7510	Low-Performing Students Block Grant
6405	School Safety & Violence Prevention	7690	STRS On-Behalf Pension Contributions
6500	Special Education	7811	Drought Response Outreach Program for Schools
6510	Special Education - Infant Program	8150	Ongoing & Major Maintenance Account
6512	Special Education - Mental Health Services	815A	Ongoing & Major - One-time Projects
6515	Special Education - Infant Discretionary Funds	9011	Elementary Schools: Local
6520	Special Education - Workability	9012	Yokomi Grant
6760	Arts & Music Block Grant	9013	High Schools: Local
7010	Agricultural Vocational Incentive	9014	Student Support Services: Local
7085	Learning Communities for School Success Program (LCSSP)	9016	Developer Fees
7090	LCFF Supplemental & Concentration	9018	Special Ed: Local
7091	LCFF for English Learners	9019	Kaiser Grant Student Wellness
7140	Gifted & Talented Education (GATE)	9021	Children's Center: Local
7156	Instructional Materials Realignment	9022	Microsoft Settlement Fund
7220	Partnership Academies Program	9023	Fresno State NGEI Partnership Grant
722A	Partnership Academies - Edison Clean & Green Energy	9024	Achievements in Respiratory (AIR) Health Award
722B	Partnership Academies - McLane Visual and Fine Arts	9025	Adult Education Mini Grants Program
722C	Partnership Academies - McLane Medical Ed and Research	9026	HSS-Gain Excess Cost
722D	Partnership Academies - Roosevelt UMC Health	9027	Proposition 10
722E	Partnership Academies - Sunnyside Video	9028	State Center Community College
7230	Transportation-Home To School	9029	Adult Education Consortia
723A	Transportation One Time Costs	9030	Adult Education Local Grants
		9032	Fansler Foundation
		9033	Health Professions Partnership
		9034	Project Access Local

UNIT INDEX (Numeric)

FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	OBJECT
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)

UNIT UNIT NAME

9035 Regional Occupational Program (ROP) Regular
 9036 Regional Occupational Program (ROP) Lottery Unrestricted
 9037 Regional Occupational Program (ROP) Lottery Restricted
 9039 Kaiser Permanente Grant - Health Services
 9040 Long Beach (Hewlett) Foundation
 9041 Public Ed fund
 9044 New Energy Academies
 9046 Community Redevelopment
 9048 CORE Grant
 9049 Men's Alliance Kaiser Grant
 9050 Silver Giving Foundation
 9051 SD Bechtel Jr Foundation
 9052 Clean Storm Water Grant
 9053 Gates Foundation
 9054 CA Endowment - Equity & Access
 9055 CSPP Quality Rating & Improvement System Block Grant
 9056 College Futures Partnership
 9057 Transportation Grants
 9058 New Teacher Induction Program
 9059 Cal Ed Teach Project - Administrator Development
 9060 Classified Schools Employee Grant
 9500 Associated Student Body Main Accounts
 9501 Associated Student Body - Carnival
 9502 Associated Student Body - Cookie Dough Sale
 9503 Associated Student Body - Jog-a-thon
 9504 Associated Student Body - Candy Sale
 9505 Associated Student Body - T-shirt Sale
 9506 Associated Student Body - Christmas Wrap Sale
 9507 Associated Student Body - Ice Cream Sale
 9508 Associated Student Body - Book Sale/Scholastic
 9509 Associated Student Body - Donations
 9510 Associated Student Body - Snack Bar/Student Store
 9511 Associated Student Body - Major Fundraiser #1

UNIT UNIT NAME

9512 Associated Student Body - Major Fundraiser #2
 9513 Associated Student Body - Major Fundraiser #3
 9514 Associated Student Body - Major Fundraiser #4
 9515 Associated Student Body - Major Fundraiser #5
 9516 Associated Student Body - Major Fundraiser #6
 9517 Associated Student Body - Major Fundraiser #7
 9518 Associated Student Body - Major Fundraiser #8

Fresno Unified School District
Board Agenda Item

Board Meeting Date: August 11, 2021

AGENDA ITEM B-16

AGENDA SECTION: B

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

ACTION REQUESTED: Adopt

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

TITLE AND SUBJECT: Discuss and Adopt Resolution 21-04 to Fill Board Vacancy in Trustee Area 5 by Provisional Appointment and Establish Procedure for the Appointment of a Provisional Board Member

ITEM DESCRIPTION: On August 3, 2021 a Board majority voted to designate the method for filling the Board of Education's Trustee Area 5 vacancy through a provisional appointment. The Board must now establish the process for meeting the requirements in Education Code Section 5091. Included in the Board binders is Resolution 21-04 and three exhibits for the boards consideration and adoption that establishes the Board's intent to fill the Board Vacancy in Trustee Area 5 by provisional appointment, as well as the procedures that will be used for the appointment of a provisional Board member.

FINANCIAL SUMMARY: Sufficient funds in the amount not to exceed \$5,000 are available in the Board of Education budget.

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:



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

**RESOLUTION NO. 21-04
RESOLUTION TO FILL BOARD VACANCY BY PROVISIONAL APPOINTMENT
AND ESTABLISH PROCEDURE FOR THE APPOINTMENT OF A PROVISIONAL
BOARD MEMBER**

WHEREAS, the untimely death of Carol Mills on July 21, 2021 has created a vacancy in the seat on the Board of Education representing Trustee Area 5; and

WHEREAS, California Education Code Section 5091 requires that the Governing Board either order an election or make a provisional appointment to fill the vacancy within 60 days of the vacancy; and

WHEREAS, at the August 3, 2021 special meeting, this Board designated the provisional appointment method for filling the Trustee Area 5 vacancy; and

WHEREAS, this Board hereby confirms its intent to appoint a provisional board member and thereby avoid the expense associated with a special election.

NOW THEREFORE BE IT RESOLVED AND ORDERED AS FOLLOWS:

1. That the Superintendent, or his designee, is hereby directed to advertise the fact of the vacancy and the process for obtaining an application for service as a provisional Board member in the Fresno Bee, Business Journal and District social media, between August 16 and 27, 2021. The advertisement shall be substantially in the form attached hereto as Exhibit 1; and
2. That the application materials shall be substantially in the form set forth in Exhibit 2 to this Resolution; and
3. That the deadline for submission of completed application materials shall be 3:00 p.m. on August 30, 2021, in the office of the Superintendent or by email c/o David Chavez, Chief of Staff, David.Chavez@fresnounified.org. No applications will be accepted or considered if they are received after 3:00 p.m. on August 30, 2021; and
4. That applications will be logged in as they are received by the Superintendent, or his designee. The Superintendent's determination as to the time of receipt shall be final; and

5. That upon closure of the application period, the Board President assign a subcommittee made up of less than a majority of the Board to conduct a review of each application on, or before, September 3, 2021, to determine compliance with eligibility requirements and forward the names of all eligible applicants to the Superintendent, or designee; and
6. That upon receipt of the eligible applicants' names from the Board subcommittee, the Superintendent or designee shall provide each applicant with information as to the time, date, location and order of interviews for the provisional appointment. The Superintendent or designee shall forward to each Board member the applications for each eligible applicant; and
7. That the Board shall hold interviews during the regularly scheduled meeting held at the Education Center located at 2309 Tulare Street, Fresno, CA 93721 on September 8, 2021 at 4:30 p.m., or at such other or additional times as the Board may determine in accordance with law, for the purpose of interviewing applicants, taking public input, voting on a provisional appointee, and if there is a majority vote, swearing into office the selected individual; and
8. That the Superintendent, or designee shall comply with the notice posting and publication requirements set forth in Education Code Section 5092, and the notice to be posted and published shall be substantially in the form set forth in Exhibit 3, hereto; and
9. That the Board delegates to the Superintendent, all authority necessary and proper to the accomplishment of the purposes of this Resolution.

PASSED AND ADOPTED, this 11th day of August 2021, by the governing board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: _____

NOES: _____ (SEAL)

ABSENT: _____

STATE OF CALIFORNIA)
COUNTY OF FRESNO)

I, Keshia Thomas, authorized agent of the governing board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 11th day of August 2021.

Clerk of the Governing Board of
Fresno Unified School District

EXHIBIT 1

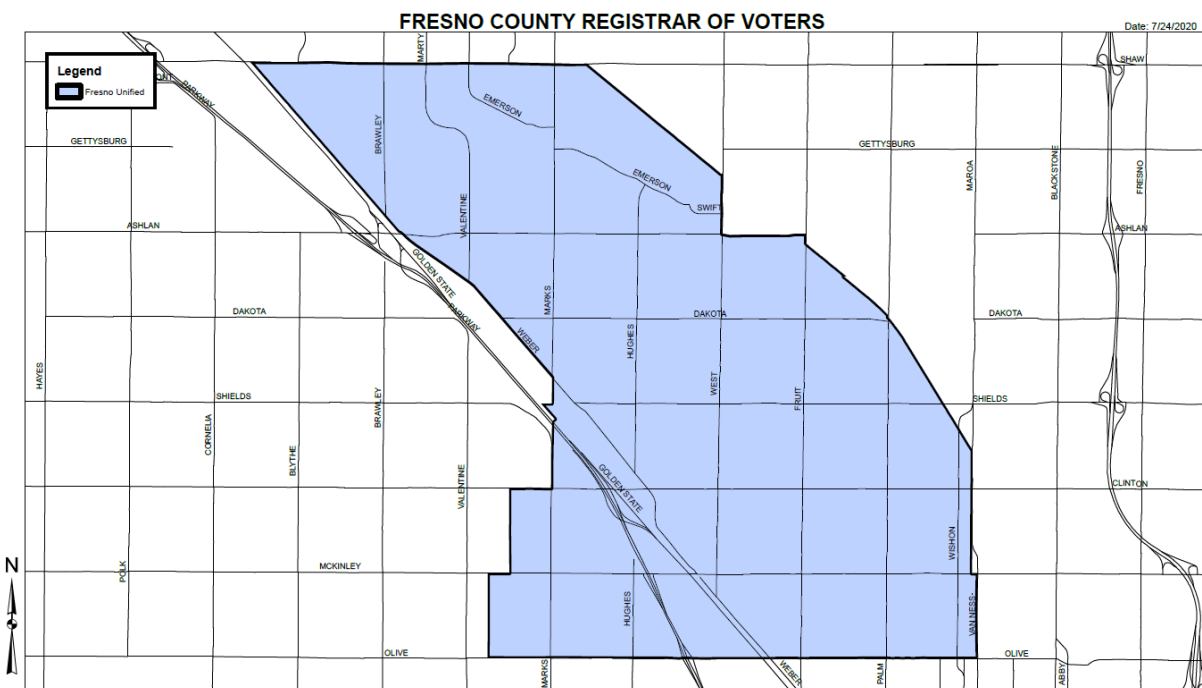
FRESNO UNIFIED SCHOOL DISTRICT IS ACCEPTING APPLICATIONS TO FILL THE TRUSTEE AREA 5 VACANCY ON THE BOARD OF EDUCATION

Due to the death of Carol Mills on July 21, 2021, the seat representing Trustee Area 5 on the Board of Education is vacant. At the regular Board meeting on August 11, 2021, the Board established the procedures to fill the vacancy by a provisional appointment from among qualified applicants.

The District is requesting all eligible persons interested in serving on the Board of Education as the Trustee Area 5 representative to submit an application. Applications are available on the District website, <http://www.fresnounified.org> and in the Board Office on the second floor, Room 218 at the District's Education Center located at 2309 Tulare Street, Fresno, CA 93721.

If the Board moves forward with an appointment, the appointee shall hold office only until the next regularly scheduled Board election (i.e., November 8, 2022), when an election shall be held to fill the vacancy for the remainder of the unexpired term of office for Trustee Area 5.

To be eligible to apply for appointment to the Board of Trustees, an individual must be at least 18 years old, a resident of Trustee Area 5 in the Fresno Unified School District (see map below), a registered voter in the State of California, and not disqualified from holding civil office by the constitution or any law of the State of California.



CERTIFICATION

On behalf of the district, I hereby certify that I have reviewed the map boundaries and/or files for the district and approve them for the use of future elections.

Ruth F. Quinto
Print name

08/13/2020

Deputy Superintendent/CFO
Title

ruthie.quinto@fresnounified.org

457-6225
Phone Number

EXHIBIT 1

Completed application and any supporting materials **must be received** in the Superintendent's Office on the second floor, Room 200 at the District's Education Center located at 2309 Tulare Street, Fresno, CA 93721, or by email care of David Chavez, Chief of Staff, David.Chavez@fresnounified.org **no later than 3:00 p.m. on August 30, 2021.**

The Board will invite all eligible applicants to attend a public meeting of the Board of Trustees on September 8, 2021 at 4:30 p.m. in the Board Room located on the second floor of the Education Center at 2309 Tulare Street, Fresno, CA 93721 to be interviewed by the Board of Trustees. The Board of Trustees will conduct interviews of all eligible applicants, accept public comment, and deliberate at this meeting. Following deliberations, the Board may make the provisional appointment by a majority vote at that same September 8, 2021 public meeting.

Please contact David Chavez, Chief of Staff for the Fresno Unified School District at (559) 457-3566 or by email at David.Chavez@fresnounified.org with any questions

EXHIBIT 2

APPLICATION DEADLINE: 3:00 PM August 30, 2021
FRESNO UNIFIED SCHOOL DISTRICT
2309 Tulare Street, Fresno CA 93721
2nd Floor, Superintendent's Office
c/o David Chavez, Chief of Staff
david.chavez@fresnounified.org

FRESNO UNIFIED SCHOOL DISTRICT
APPLICATION TO FILL BOARD OF EDUCATION VACANCY
DEADLINE: 3:00 PM August 30, 2021

(Please Print Name & Address)

Name: _____
(Last) (First) (Initial)

Business Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

Home Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

Email: _____

Occupation & Employer: _____

Number of Years Residing in Trustee Area: _____

Do you have children in the District's schools? Yes _____ No _____

If yes, which schools: _____

EDUCATIONAL BACKGROUND: (Voluntary. Not Required.)

High School College/University	State	Degree/Units	Year Issued	Major/Minor

LANGUAGE COMPETENCIES:

List language competencies, other than English: _____

EXHIBIT 2

APPLICATION DEADLINE: 3:00 PM August 30, 2021
FRESNO UNIFIED SCHOOL DISTRICT
2309 Tulare Street, Fresno CA 93721
2nd Floor, Superintendent's Office
c/o David Chavez, Chief of Staff
david.chavez@fresnounified.org

(Please Use Additional Paper, If Needed)

1. Why do you want to be a school Board member?

2. Please discuss your interest in and commitment to Fresno Unified School District.

3. Identify the most significant issues confronting public education, in general, and Fresno Unified School District, in particular, and state your position on each. Further, please discuss the ways you feel the District should respond to these issues.

4. What do you see as the major responsibilities of a Board Member?

5. How does the Board's role differ from that of the Superintendent?

EXHIBIT 2

APPLICATION DEADLINE: 3:00 PM August 30, 2021
FRESNO UNIFIED SCHOOL DISTRICT
2309 Tulare Street, Fresno CA 93721
2nd Floor, Superintendent's Office
c/o David Chavez, Chief of Staff
david.chavez@fresnounified.org

6. What should be the relationship between the Board members and the administration in the handling of school concerns?

7. Please identify and discuss the areas of knowledge or expertise that you would bring to the Board.

8. Have you worked on any school committees or participated in any school activities recently? Please list them.

9. Describe any other community or business activities in which you have participated. Describe your role, and whether your work was as a volunteer or employee.

EXHIBIT 2

APPLICATION DEADLINE: 3:00 PM August 30, 2021
FRESNO UNIFIED SCHOOL DISTRICT
2309 Tulare Street, Fresno CA 93721
2nd Floor, Superintendent's Office
c/o David Chavez, Chief of Staff
david.chavez@fresnounified.org

CRIMINAL BACKGROUND INFORMATION:

Have you ever been convicted of a felony or misdemeanor?

Yes

No

[]

[]

If yes, please describe the offense(s):

ELIGIBILITY INFORMATION: If you answer no to any of the following questions, you are not eligible to serve as a Board member.

Yes

No

[]

[]

I am 18 years of age or older.

[]

[]

I am a resident of the Fresno Unified School District.

[]

[]

I reside in Trustee Area 4 as it existed on November 2, 2010.

[]

[]

I am a registered voter.

[]

[]

I am not disqualified to hold this office because of a conviction of any of the crimes listed on page 5 nor am I otherwise disqualified under the California Constitution or statutes from holding public office.

CERTIFICATION OF QUALIFICATIONS AND WORK COMMITMENT

I understand that upon appointment I would be required to file a Conflict of Interest Statement and take an Oath of Office.

I certify I am 18 years of age or older, a registered voter and that I reside within Fresno Unified School District Trustee Area 5 as it existed on November 3, 2020.

I certify I am not disqualified to hold this office because of a conviction of any of the crimes listed on page 5 and further certify I am not otherwise disqualified under the California Constitution or statutes from holding public office.

I understand a Board Member's responsibility requires attendance at: (1) twice monthly regular Board meetings; (2) frequent special meetings or study sessions; and (3) numerous school events. I understand that I will be required to read my Board packet and be prepared to make decisions on complex educational issues.

I understand that this application may be made available to the public in accordance with the Public Records Act.

I understand that my failure to complete this application and return it by 3:00 pm on August 30, 2021 will result in my ineligibility to be a candidate for provisional appointment to the Board.

I certify that the foregoing information is true and correct under penalty of perjury.

Signature

Date

EXHIBIT 2

The following is a list of crimes, conviction of which disqualifies a person from holding public office in the State of California.

- *Bribery to procure election or appointment (California Constitution Article VII, § 8(a))*
- *Conviction of bribery, perjury, forgery, malfeasance in office, or other high crimes (California Constitution Article VII, § 8(b))*
- *Bribing executive officer (Penal Code § 67)*
- *Officer asking for or receiving bribes (Penal Code §§ 68, 88)*
- *Receiving gratuity for appointment to office (Penal Code § 74)*
- *Judicial Officer who has asked for or received emoluments, gratuities, rewards, or the fee of a stenographer (Penal Code § 94)*
- *Officers committing bribery or corruption crimes (Penal Code § 98)*
- *Giving or offering bribe to Councilman or Supervisor (Penal Code § 165)*
- *Misappropriation of public funds (Penal Code § 424)*
- *Interference with work or discipline of, or giving certain articles to prisoners (Penal Code § 2772)*
- *Interference with or giving certain articles to convicts (Penal Code § 2790)*
- *Officer making contracts in which he or she is interested (Government Code § 1097)*
- *Members of the Legislature convicted of any crime (Government Code § 9055)*
- *Legislator convicted of misdemeanor for contempt of Legislature (Government Code § 9412)*
- *Corrupting the voting process (Election Code § 18501)*

Please note that in addition to the above restrictions, Government Code § 1126 prohibits any local agency official from engaging "in any employment, activity, or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to his or her duties as a local agency officer or employee or with the duties, functions, or responsibilities of his or her appointing power or the agency by which he or she is employed."

EXHIBIT 3

NOTICE OF PROVISIONAL APPOINTMENT FILLING TRUSTEE AREA 5 VACANCY ON THE FRESNO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION PURSUANT TO EDUCATION CODE SECTION 5092

NOTICE IS HEREBY GIVEN THAT as a result of the death of Carol Mills on July 21, 2021, a vacancy occurred in the seat on the Board of Education representing Trustee Area 5 and at its regular meeting on September 8, 2021, the Board appointed [Full Name of Appointee] to fill this vacancy.

This Appointee shall hold office until the next regularly scheduled election for school board members on November 8, 2022, unless a petition calling for a special election and containing a sufficient number of signatures is filed in the office of the Fresno County Superintendent of Schools, 1111 Van Ness Ave, Fresno, CA 93721, California, within thirty (30) days of the date of the provisional appointment.

Robert G. Nelson, Superintendent
Fresno Unified School District

This Notice will be posted in three public places in the District and published one time in a newspaper of general circulation.