AGENDA
FEBRUARY 12, 2025
*4:30 P.M. (CLOSED SESSION) *6:15 P.M. (OPEN SESSION)
BOARD OF EDUCATION, REGULAR MEETING

THIS MEETING WILL BE HELD AT
2309 TULARE STREET, FRESNO, CALIFORNIA 93721
FRESNO UNIFIED SCHOOL DISTRICT
SECOND FLOOR - BOARD ROOM

***DESIGNATED TIMES FOR CONFERENCE/DISCUSSION ITEMS ARE ESTIMATES.**

Please note: Parking will be available for board meetings after 5:00 p.m. at the N Street Parking Pavilion, located on the southeast corner of Tulare and "N" streets - entrance on "N" street. Board meeting attendees without key cards should report to the parking booth attendant. Please do NOT take a ticket. Additionally, the City of Fresno will not enforce the street meters in this area after 6:00 p.m., Monday through Friday.

For the safety of all who attend Fresno Unified Board Meetings, everyone entering the Education Center building is subject to metal detector scanning. Board Policy 5145.12 allows for the use of metal detectors. Prohibited items are as follows: alcohol, illegal drugs, knives, or firearms.

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

Any member of the public who wishes to address the Board shall submit a speaker card specifying the item(s) they wish to address. The card must be submitted before or during the Board's consideration of the item.

In accordance with Board Bylaw 9322, students and parents/guardians may request directory information or personal information (as defined in Education code 49061 and/or 49073.2) be excluded from the minutes by making a request in writing to the Superintendent or Board Clerk.

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

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



Agenda Approved by Interim Superintendent, Mao Misty Her

*4:30 P.M.

PLEDGE OF ALLEGIANCE

David Chavez will lead the flag salute.

OPPORTUNITY FOR PUBLIC COMMENT ON CLOSED SESSION AGENDA

RECEIVE INFORMATION & REPORTS (see section A)

RECESS FOR CLOSED SESSION TO DISCUSS THE FOLLOWING:

1. Student Expulsions Pursuant to Education Code Section 35146.
2. Conference with Labor Negotiator (Government Code Section 54957.6); Fresno Unified School District Negotiator(s): David Chavez and Paul Idsvoog; Employee Organizations(s): FTA, CSEA, Chapter 125, CSEA, Chapter 143, SEIU, Local 521, FASTA/SEIU, Local 521/CTW, CLC, Fresno Unified Building & Construction Trades/FTA; International Association of Machinists and Aerospace Workers (IAMAW), Unrepresented Employees: All Management, Confidential, and Supervisory Employees.
3. Public Employee Discipline, Dismissal, Release, Reassignment, Resignation (Government Code Section 54957).
4. Public Employment/Appointment (Government Code Section 54957).
    a. Superintendent Search
5. Conference with Legal Counsel – Existing Litigation (Government Code Section 54956.9 (d)(1)).
    a. Leticia Cervantes v. Fresno Unified Workers' Compensation, Fresno Unified Case No. 2016-0365
    b. Receipt of a Claim Pursuant to the Government Claims Act
        i. Claim GL18-0129-381
        ii. Claim GL24-0112-11903
6. Conference with Legal Counsel – Anticipated, Pending, Threatened Litigation (Government Code Section 54956.9(d)(2)).
    a. Potential Case (one)

Page

A. RECEIVE INFORMATION & REPORTS

There are no items for this section of the agenda.

***6:15 P.M., RECONVENE and report action taken during Closed Session, if any**

B. CONFERENCE/DISCUSSION AGENDA

1. *6:20 P.M. 16 - 37

PRESENT AND DISCUSS Superintendent Search Firm

Present and Discuss Superintendent Search Firm.docx

20250212-Present and Discuss Superintendent Search Firm-PRESENTATION.pdf

Included in the Board material is a presentation from McPherson & Jacobson, LLC. McPherson & Jacobson, LLC is an educational leadership search firm that submitted a response to Request for Qualifications (RFQ) 25-18, Superintendent Search Firm. As part of the RFQ language, top candidate(s) were requested to present to our Board of Education. The agreement for services will be presented at the February 26, 2025, meeting for approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone (559) 457-3134.

2. *6:40 P.M. 38 - 40

DISCUSS and ADOPT Search Screens and Exclusionary Criteria for Superintendent Search Process

Discuss and Adopt Superintendent Search Screens and Exclusionary Criteria.pdf

Discuss and Adopt Search Screens and Exclusionary Criteria for Superintendent Search Process-BACKUP.pdf

The Superintendent Search Subcommittee will present for adoption draft exclusionary criteria and search screens for use in the superintendent search process. The Board President **recommends adoption**. Fiscal Impact: There is no fiscal impact at this time. Contact person: Ambra O'Connor, telephone (559) 457-3838.

3. *7:00 P.M. 41 - 44

DISCUSS and APPROVE Superintendent Position Description

Discuss and Approve Superintendent Position Description.pdf

Discuss and Approve Superintendent Position Description-BACKUP.pdf

The Superintendent Search Subcommittee will present for approval an overview of the draft superintendent position description, as part of the Student Outcome Focused Governance process. The Board President **recommends approval**. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone (559) 457-3838.

4. *7:20 P.M. 45 - 381

HOLD a Public Hearing and APPROVE Sierra Charter Renewal Petition, and ADOPT Resolution No. 25-31, Certifying Approval of the Renewal Petition

Hold a Public Hearing and Approve Sierra Charter School Charter Renewal Petition and ADOPT Resolution No. 25-31, Certifying Approval of the Renewal Petition 1.doc

Hold a Public Hearing and Approve Sierra Charter School Charter Renewal Petition-Backup

Included in the Board material is a copy of the Sierra Charter School (SCS) renewal petition. SCS has been a district authorized charter school since August 2007 and is applying for the renewal of their charter. The SCS charter petition was submitted to Fresno Unified School District on December 02, 2024, and a Public Hearing was held at the January 22, 2025, Board meeting. The Interim Superintendent **recommends approval and adoption.** Fiscal impact:The estimated fiscal impact for the renewal to Fresno Unified School District for 2025/26 is $3M, following an estimated fiscal impact of $3.4M in 2026/27, following an estimated fiscal impact of $3.7M in 2027/28 and $3.9M in 2028/29. Contact person: Carlos Castillo, Ed.D., telephone (559) 457-3750.

OPPORTUNITY for Public Comment on Consent Agenda Items

C. CONSENT AGENDA

All Consent Agenda items are considered routine by the Board of Education and will be acted upon by one motion. There will be no separate discussion of items unless a Board member requests, in which event, the items will be considered following approval of the Consent Agenda.

1. APPROVE Personnel List 382 - 386

Approve Personnel List

Approve Personnel list-BACKUP.pdf

Included in the Board material is the personnel list, Appendix A, as submitted. The Interim Superintendent **recommends approval**. Fiscal impact: There is no fiscal impact to the district at this time. Contact Person: David Chavez, telephone (559) 457-3713.

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 regular meeting of the Board held January 22, 2025. The Interim Superintendent **recommends adoption**. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Carlos Castillo, Ed.D., telephone (559) 457-3750.

3. APPROVE Meeting Minutes 387 - 402

Approve Meeting Minutes.pdf

Minutes-DRAFT.pdf

Included in the Board material are the draft minutes for the January 22, 2025, regular meeting of the Board of Education. The Interim Superintendent **recommends approval**. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Interim Superintendent, Mao Misty Her, telephone (559) 457-3884.

4. ADOPT Resolution No. 25-51, Reaffirming the Month of February 2025 as African American History Month 403 - 405

Adopt Resolution No. 25-51, Reaffirming the Month of February 2025 as African American History Month.docx

Adopt Resolution No. 25-51, Reaffirming the Month of February 2025 as African American History Month-BACKUP.pdf

Included in the Board material is Resolution No. 25-51, Reaffirming the Month of February 2025 as African American History Month. All schools are encouraged to celebrate the contributions of African Americans throughout the month of February through the use of curricular materials and other school-related activities. The Interim Superintendent **recommends adoption**. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Carlos Castillo, Ed.D., telephone (559) 457-3750.

5. ADOPT Provisional Internship Permits 406 - 407

Adopt Provisional Internship Permits

Included for Board consideration and adoption are Provisional Internship Permit recommendations to rehire or hire teachers for the 2024/25 school year due to hard-to-fill credential positions. The Interim Superintendent **recommends adoption**. There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone (559) 457-3713.

6. ADOPT Waiver Request for Kiza Kelsy Franco 408 - 409

Waiver Request for Kiza Kelsey Franco

Included for Board consideration and adoption is a waiver request for Kiza Kelsey Franco to serve as an Adapted Physical Education teacher at Rata. Title 5 80046.1 allows the commission to grant waivers to fill unanticipated needs in an area deemed hard-to-fill. The Interim Superintendent **recommends adoption**. There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone (559) 457-3713.

7. ADOPT Variable Term Waiver Requests for Bilingual Cross-Cultural Language and Development Authorization 410

Adopt Variable Term Waiver for Bilingual Cross-Cultural Language and Development Authorization

Included for Board consideration and adoption are Variable Term Waiver requests for the Bilingual Cross-Cultural Language and Development Authorization for the 2024/25 school year. The Interim Superintendent **recommends adoption**. There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone (559) 457-3713.

8. APPROVE Agreement with the Department of the Air Force and Duncan Polytechnical High School 411 - 435

Approve Agreement with the Department of the Air Force and Duncan.docx

Approve Agreement with the Department of the Air Force and Duncan.pdf

Included in the Board material is a five-year agreement between the Department of the Air Force and Duncan Polytechnical High School. This agreement will allow the Department of the Air Force to continue to operate an Air Force Junior Reserve Officers' Training Corps (ARJROTC) program on campus, starting July 2025 through June 2030. The Interim Superintendent **recommends approval**. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Carlos Castillo, Ed.D., telephone (559) 457-3750.

9. APPROVE Agreement with the Department of General Services/Office of Administrative Hearings 436 - 451

Approve Agreement with Department of General Services

Approve Agreement with Department of General Services-BACKUP.pdf

Included in the Board material is an agreement with the Department of General Services/Office of Administrative Hearings (OAH). The request is to renew the five-year contract in the amount of $48,000 to account for services of Administrative Law Judges, and case management for the purpose of mediation and conducting dismissal hearings pursuant to Government Code Section 27727. The Interim Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the amount of $48,000 are available in the Human Resources/Labor Relations budget. Contact person: David Chavez, telephone (559) 457-3713.

10. APPROVE Agreement with Learning Genie 452 - 480

Approve Agreement with Learning Genie.docx

Approve Agreement with Learning Genie-BACKUP.pdf

Included in the Board material is an agreement with Learning Genie to provide a three-year subscription software license to the Early Learning Department to continue to utilize the mobile and web-based online platform. This application provides teachers with the ability to collect ongoing observational data for developmental assessments and daily digital sign-ins and sign-outs as required by state contracts for all children enrolled in an Early Learning program. The Interim Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the amount of $156,090 are available in the Early Learning Universal Prekindergarten Implementation budget. Contact Person: Carlos Castillo, Ed.D., telephone (559) 457-3750.

11. APPROVE Agreement with Outfront Media 481 - 502

Approve Agreement with Outfront Media .docx

Approve Agreement with Outfront Media-BACKUP.pdf

Included in the Board material is an agreement with Outfront Media to provide billboard advertisement for Fresno Unified Career Technical Education (CTE) programs and pathways. This agreement aims to raise awareness of the various CTE pathways and programs available to students within Fresno Unified, with the goal of increasing enrollment in CTE courses and encouraging participation in CTE student organizations. The Interim Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the amount of $288,000 are available in the Regional K-16 Education Collaborative Grant budget. Contact Person: Carlos Castillo, Ed.D., telephone: (559) 457-3750.

12. APPROVE a Purchase and Sale Agreement with the City of Fresno and AUTHORIZE the Interim Superintendent or Designees to Sign the Agreement and Related Easement Deed 503 - 509

Approve a Purchase and Sale Agreement with the City of Fresno.docx

Approve a Purchase and Sale Agreement with the City of Fresno-BACKUP.pdf

Included in the Board material is information regarding the City of Fresno installation of a High-Intensity Activated crossWalk (HAWK) Traffic Signal at Chestnut and Weldon Avenues adjacent to Ericson Elementary School.

12. This is to increase safety for students walking or bicycling to school as part of the Cross, Walk & Roll! Safe Routes to School in Central Fresno Project. The Interim Superintendent **recommends approval**. Fiscal impact: There is no fiscal impact to the district at this time. The City of Fresno will pay Fresno Unified School District $500. Contact person: Paul Idsvoog, telephone (559) 457-3134. 503 - 509

13. APPROVE Award of Request for Qualifications 25-18, Superintendent Search Firm 510 - 511

Approve Award of Request for Qualifications 25-18, Superintendent Search Firm.docx

Approve Award of Request for Qualifications 25-18, Superintendent Search Firm-BACKUP.pdf

Included in the Board material is information on Request for Qualifications (RFQ) 25-23, to qualify a pool of firms to complete a national Superintendent search. The term is a one-year period with the option to renew for four one-year periods and will begin February 13, 2025. The Interim Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the estimated amount of $29,500 are available in the General Fund. Contact person: Paul Idsvoog, telephone (559) 457-3134.

14. DENY Claim GL18-0129-381 512 - 534

Deny-ClaimGL18-0129-381.docx

Deny-ClaimGL18-0129-381-BACKUP.pdf

Included in the Board material is a Claim for Damages by Worldwide Aircraft Services, Inc. d/b/a Jet ICU, case GL18-0129-381. The Interim Superintendent **recommends the Claim be denied**, and the matter referred to the district's Risk Management for further handling. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Patrick Jensen, telephone (559) 457-6226.

15. DENY Claim GL24-0112-11903 535 - 551

20250212-Deny-ClaimGL24-0112-11903.docx

20250212-Deny-ClaimGL24-0112-11903-BACKUP.pdf

Included in the Board material is a Claim for Damages by Jacob Westfall, case GL24-0112-11903. The Interim Superintendent **recommends the Claim be denied**, and the matter referred to the district's Risk Management for further handling. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Patrick Jensen, telephone (559) 457-6226.

16. RATIFY Grant Applications for the After School Education and Safety Program Renewal

552 - 597

Ratify Grant Applications for the After School Education and Safety Program Renewal.docx

Ratify ASES Grant Renewal_Backup.pdf

Included in the Board material is the After School Education and Safety (ASES) Program grant applications for renewal and new funding through the California Department of Education (CDE). The Expanded Learning Department is applying for the ASES Grant renewal funding in the amount of $15,429,435 for 70 sites and the ASES Universal Grant in the amount of $1,847,059 for eleven sites. These site-based initiatives aim to create a safe and enriching educational environment that provides academic support and experiences to students through programming during out-of-school time. Interim Superintendent **recommends ratification**. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Carlos Castillo, Ed.D., telephone: 457-3750.

17. RATIFY Change Orders

598 - 699

Ratify Change Orders.docx

Ratify Change Orders-BACKUP.pdf

Included in the Board material is information on Change Orders for the projects as follows:

Bid 22-21, Francine and Murray Farber Educational Campus

Change Order 14 presented for ratification: $331,363

RFQP 23-12A, Design Build Services for the Multi-Site Heating, Ventilation, and Air Conditioning Design & Replacement Project (Elementary and Secondary School Emergency Relief III Federal Fund)

Change Order 1 (Phase III) presented for ratification: $-2,826,671

Change Order 2 (Phase III) presented for ratification: $-166,906

Change Order 1 (Phase IV) presented for ratification: $-2,746,283

Change Order 2 (Phase IV) presented for ratification: $-113,150

Bid 24-16, Roeding Elementary School Confidential Spaces and Administration Building Modernization

Change Order 6 presented for ratification: $68,368

Bid 24-31, Bullard High School Gyms Heating, Ventilation, and Air Conditioning Improvement Project

Change Order 1 presented for ratification: $92,691

Bid 24-49 Sections A, B, C, and D, Multipurpose Room Audio/Visual Upgrades at Various Sites

Change Order 1 (Section A) presented for ratification: $2,282

Change Order 1 (Section B) presented for ratification: $1,021

Change Order 1 (Section C) presented for ratification: $2,569

Change Order 1 (Section D) presented for ratification (days only): $0

17. Bid 24-82, Heaton Elementary School Confidential Space Installation 598 - 699

Change Order 1 presented for ratification: $10,124

Bid 24-87, Gaston Middle School Sitework and Portable Improvement

Change Order 4 presented for ratification: $-24,885

The Interim Superintendent **recommends ratification**. Fiscal impact: Sufficient funds in the amount of $498,294 are available in the Measure M Fund for Bids 22-21, 24-16, 24-31 and 24-49; $10,124 is available in the Measure M Fund and Elementary and Secondary School Emergency Relief III Federal Fund for 24-82; and $5,877,895 will be credited to the Elementary and Secondary School Emergency Relief III Federal Fund for RFQP 23-12A and Bid 24-87. Contact person: Paul Idsvoog, telephone (559) 457-3134.

18. RATIFY Filing of Notices of Completion 700 - 704

Ratify Filing of Notices of Completion.docx

Ratify Filing of Notices of Completion-BACKUP.pdf

Included in the Board material are Notices of Completion for projects which have been completed according to plans and specifications as follows:

Bid 21-10, Ewing Elementary School Early Learning Building and Parking Lot Improvements

Bid 22-21, Francine and Murray Farber Educational Campus

Bid 24-96 Sections A, B, and C, King and Lincoln Elementary Schools and Cesar Chavez Adult School Playground Equipment Replacement

The Interim Superintendent **recommends ratification**. Fiscal impact: Retention funds are released in accordance with contract terms and California statutes. Contact person: Paul Idsvoog, telephone (559) 457-3134.

19. RATIFY November Purchase Orders Primary Report 705 - 754

Ratify November Purchase Orders Primary Report.docx

Ratify November Purchase Orders Primary Report-

BACKUP.pdf

Included in the Board material is information on purchase orders issued from November 01, 2024, through November 30, 2024. Two agenda items are presented to ratify purchase orders. The first item includes the Primary Report with all purchase orders issued during the reported dates with the exception of those that may present a potential conflict of interest for an individual Board member. All remaining purchase orders are in the Supplemental Report and presented as a second agenda item. The interim Superintendent **recommends ratification**. Fiscal impact: Funding is noted in the support material. Contact person: Paul Idsvoog, telephone (559) 457-3134.

20. RATIFY November Purchase Orders Supplemental Report 755 - 756

Ratify November Purchase Orders Supplemental Report.docx

Ratify November Purchase Orders Supplemental Report-BACKUP.pdf

Included in the Board material is information on purchase orders issued from November 01, 2024, through November 30, 2024. Two agenda items are presented to ratify purchase orders. The first item includes the Primary Report with all purchase orders issued during the reported dates with the exception of those that may present a potential conflict of interest for an individual Board member. All remaining purchase orders are in the Supplemental Report and presented as a second agenda item. The Interim Superintendent **recommends ratification**. Fiscal impact: Funding is noted in the support material. Contact person: Paul Idsvoog, telephone (559) 457-3134.

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. To the extent practical, the card should be submitted before the Board President announces unscheduled oral communications.

While time limitations are at the discretion of the Board President, generally members of the public will be limited to a maximum of three (3) minutes per speaker for a total of thirty (30) minutes of public comment as designated on this agenda. The Board recognizes that individuals may ask the Board to answer questions or respond to statements made during unscheduled oral

communications and in accordance with Board Bylaw 9323, the Board shall take no action or discussion on any item not appearing on the posted agenda, except as authorized by law.

Members of the public with questions on school district issues may submit them in writing. The Board will automatically refer to the Superintendent any formal requests that are brought before them at this time. The appropriate staff member will furnish answers to questions.

OPPORTUNITY for Board Member Reflections on the Board Shared Agreements

Board members will have an opportunity to reflect on the Board Shared Agreements.

D. ADJOURNMENT

NEXT SCHEDULED BOARD WORKSHOP
TUESDAY, FEBRUARY 18, 2025

NEXT SCHEDULED REGULAR MEETING
WEDNESDAY, FEBRUARY 26, 2025

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 12, 2025

ACTION REQUESTED: PRESENT AND DISCUSS

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Present and Discuss Superintendent Search Firm – G2

ITEM DESCRIPTION: Included in the Board material is a presentation from McPherson & Jacobson, LLC. McPherson & Jacobson, LLC is an educational leadership search firm that submitted a response to Request for Qualifications (RFQ) 25-18, Superintendent Search Firm. As part of the RFQ language, top candidate(s) were requested to present to our Board of Education.

The agreement for services will be presented at the February 26, 2025, meeting for approval.

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

PREPARED BY: Ann Loorz

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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

☒ Operational utility – if box is checked, items below are not applicable.

- How will students benefit?
- Intended outcome.
- Intended audience (students, staff, families, others).
- Number of recipients or sites served.

McPherson Jacobson, LLC

EXECUTIVE RECRUITMENT AND DEVELOPMENT

Superintendent

Search Services Proposal for

Fresno Unified School District

Fresno, California

February 2025

Phone: 888-375-4814
Email: mail@macnjake.com
Website: www.macnjake.com

Presented to the Fresno Unified School District Board of Education:

- Valerie F. Davis
- Veva Islas
- Keshia Thomas
- Elizabeth Jonasson Rosas
- Andy Levine
- Claudia Cazares
- Susan Wittrup

McPherson Jacobson, LLC
Executive Recruitment & Development

McPherson Jacobson, LLC

Executive Recruitment & Development

Established 1991

- **WE BELIEVE** every student is entitled to a high-quality education. We strongly believe quality education is dependent upon quality leadership.
- **OUR MISSION** is to ensure each search results in quality leadership for educational excellence.

McPherson Jacobson, LLC
Executive Recruitment & Development

Well Established and Leading National Search Firm → Nationwide Network of Over 130 Consultants → National Recruiters & Local Consultants to Support Searches

Transparency With Clients and Their Constituents → Authentic Engagement of Educational Partners → Track Record of Successful Placements

Fresno Unified School District Search Team



Mr. Ben Johnson, II



Dr. Steven Lowder



Ms. Linda Luna

McPherson Jacobson, LLC
Executive Recruitment & Development

Why engage a search firm?

A search consultant can assist the Board with:

- Following a structured, transparent, and objective process from beginning to end
- Setting detailed timelines for the search
- Engaging with educational partners and developing search criteria
- Designing application and interview forms, postings, advertisements and graphics, interview questions, and other materials needed for the process

Why engage a search firm?

A search consultant can assist the Board with:

- Recruiting and vetting candidates with an objective screening process
- Verifying resumes and conducting reference and background checks
- Communicating directly with all candidates throughout the process
- Navigating open meeting requirements, advertising and posting rules, and ensuring confidentiality
- Investigating and evaluating appropriate salary and benefits, recruitment/moving expenses, contract terms, etc.

McPherson Jacobson, LLC
Executive Recruitment & Development

Why engage McPherson & Jacobson?

1. We've conducted over 1,000 superintendent searches in 45 states.
2. We stand on the strength of our references from previous searches.
3. We pride ourselves on being flexible and customizing our search protocols to your needs and requests.
4. Retention of candidates placed through a McPherson & Jacobson search:
   - Almost 80% of candidates hired remained in the same position in the last 5 years
   - Almost 60% of candidates hired remained in the same position in the last 10 years
   - Over 40% of candidates hired remained in the same position in the last 15 years

Why engage McPherson & Jacobson?

- McPherson & Jacobson L.L.C. does not hire superintendents.
- McPherson & Jacobson, L.L.C. consultants are recruiters of talent.
- McPherson & Jacobson L.L.C. represents the Board of Education and works strictly for you.

Timeline

- The timeline for the search process is established when we meet with the Board so we can specifically tailor the search to the unique needs of your district.

- Typically, the time from our first meeting with the Board until a final candidate is named is 8 to 12 weeks.

Preliminary Search Activities

- Identify the most important characteristics of the future superintendent.
- Establish appropriate timelines and target dates for the selection process.
- Identify the point of contact for the organization.

Advertise Vacancy

- Determine, with the selection committee, appropriate advertising venues.
- Develop promotional literature and brochures announcing the vacancy (optional- there is an additional fee for a full-color brochure).
- Prepare and place announcement of vacancy.
- Develop an application unique to your vacancy that reflects the selection criteria determined by the selection committee.
- Post application information and notify interested applicants.

Recruit Applicants

- Actively recruit applicants who meet the organization’s needs.
- Assist the organization in determining compensation parameters.
- Keep all applicants informed of their status in the selection process.

Screen Applicants

- Evaluate each applicant against the selection criteria.
- Conduct reference checks.
- Review candidates with the selection committee and assist selection committee members in determining which candidates they will interview.
- Conduct background checks.
- Pre-Interview and Video of Shortlist Applicants

Coordinate Interview

- Assist the selection committee in developing a set of interview questions that reflect the identified selection criteria and characteristics.
- Contact all finalists and schedule their interview dates.
- Notify all applicants not selected for an interview.
- Assist the organization in determining interview procedures.
- Coordinate interview and visitation procedures.
- Coordinate visitation procedures for the candidate’s spouse/significant other.
- Assist the organization in making final arrangements for each candidate’s visit.
- Personally contact each finalist who was not offered the position.

Transition

- Establish performance objectives for new superintendent.
- Provide a guarantee.

The Board's Investment

- **The proposed cost for the Fresno Unified School District Superintendent search is not to exceed $34,500.**
- Expenses included are:
  - All phases of the administrative search process
  - Two (2) weeks of print advertising in EdCal (40-word ad)
  - Sixty (60) days of advertising on EdJoin
  - Video interviews of candidates (five (5) video interviews are included in the not to exceed amount)
  - Criminal/financial/degree verification background checks for candidates chosen by the board for interviews (four (4) background checks are included in the not to exceed amount)
  - Travel expenses for consultants for scheduled trips to the school district
  - Travel expenses for candidate interviews
  - Office expenses

The McPherson & Jacobson Difference

Transparency

Sustainability of Leadership

High Involvement of Educational Partners

“Your students, staff, and community deserve the best.”

McPherson Jacobson, LLC
Executive Recruitment & Development

Questions…

McPherson Jacobson, LLC
Executive Recruitment & Development

McPherson Jacobson, LLC

Executive Recruitment & Development

11725 Arbor Street, Suite 220, Omaha, NE 68144

888-375-4814, 402-991-7031

Fax: 402-991-7168

mail@macnjake.com

www.macnjake.com

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 12, 2025

ACTION REQUESTED: DISCUSS and ADOPT

PRIORITY GOAL: Improving Student Outcomes

TITLE AND SUBJECT: Discuss and Adopt Exclusionary Criteria and Search Screens for Superintendent Search Process

ITEM DESCRIPTION: The Superintendent Search Subcommittee will present for adoption exclusionary criteria and search screens for use during the superintendent search process.

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

PREPARED BY: Ambra O'Connor

DIVISION: Office of the Superintendent

CABINET APPROVAL PHONE: (559) 457-3838

CABINET APPROVAL: Chief of Staff, Ambra O'Connor 

BOARD OF EDUCATION
Valerie F. Davis, President
Genoveva Islas, Clerk
Claudia Cazares
Elizabeth Jonasson Rosas
Andy Levine
Keshia Thomas
Susan Wittrup

INTERIM SUPERINTENDENT
Mao Misty Her

Fresno Unified School District Superintendent Search

Exclusionary Criteria

1. Candidate must hold a valid Administrative Service Credential.
2. Candidate must have K-12 teaching experience.
3. Candidate must have previous experience as a Superintendent or Deputy Superintendent.
4. Candidate must have experience with a diverse population similar to Fresno; including but not limited to generational poverty, cultural, racial and socioeconomic diversity.
5. Candidate may not be a party to pending civil or criminal litigation.
6. Candidate must be willing to complete a background check prior to interviewing.

Screening Questions

1. Please describe your familiarity with Student Outcomes Focused Governance. How does SOFG compare to the governance model used in your district?

2. If hired, please describe your commitment to Fresno Unified's goals and guardrails. Are there any changes you would suggest making to the interim goals and guardrails?

3. Describe your experience in creating open doors for students to enter into the technical/vocational career field well prepared?

4. Describe an area where your district outperformed the state. What strategies did you use to perform at this level?

5. Describe your experience working directly with labor unions during a time that required you to work together on behalf of students. How did you approach this situation?

6. Do you have the ability to speak, read or write in a language other than English?
If so, please describe how you have supported students in learning a new language.

7. Were you a first-generation college student?
If so, please describe how this experience will help you in supporting Fresno Unified students in attaining college entry.

8. Reviewing the intervention goal (#2), please share the intervention design and delivery model you would implement for our student population, including our students with disabilities. Have you viewed the *Right to Read* documentary?

9. What is your experience and comfort level with interviews via radio, television and newspaper? Please attach a sample clip.

10. Describe a time you have to make a controversial decision. How did you determine it was the right decision, and how did you communicate it?

11. Describe a time when you and your board are not aligned. How did you resolve the situation?

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 12, 2025

ACTION REQUESTED: DISCUSS and APPROVE

PRIORITY GOAL: Improving Student Outcomes

TITLE AND SUBJECT: Discuss and Approve Superintendent Position Description – G1

ITEM DESCRIPTION: The Superintendent Search Subcommittee will present for approval an overview of the draft superintendent position description, as part of the Student Outcome Focused Governance process.

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

PREPARED BY: Ambra O'Connor

DIVISION: Office of the Superintendent

CABINET APPROVAL PHONE: (559) 457-3838

CABINET APPROVAL: Chief of Staff, Ambra O'Connor 

Thank you for your interest in Fresno Unified School District!

At Fresno Unified, we are taking a big swing: rethinking the definition of high-quality public education, combining the wisdom and proven effectiveness of a student outcomes focused approach to school board governance, with the energy of our community's vision and values to deliver positive student achievement outcomes.

We are looking for people who share our mission.

Our most deeply held beliefs are that improving student outcomes is our North Star, school systems exist to improve student outcomes, and that student achievement improves by design, not by accident. We are looking for those who share our worldview and are willing to couple an unrelenting insistence to focus on student achievement with painstaking attention to the actions and data that matter.

We are looking for people who like to solve hard problems.

At FUSD, our goals and values are deeply important to us — so much so that we made them explicit through a process of board-hosted community listening sessions and the development of specific achievement goals and guardrails.

Board Adopted Goals:

Early Literacy: The percentage of 1st graders who are proficient in literacy based on iReady results will increase from 48% in June 2024 to 80% June 2030.

Literacy Intervention: The percentage of 3rd-8th grade students who are more than one year behind as measured by Smarter Balanced (SBAC) English Language Arts (ELA) who make more than one year's growth will increase from X% in June 2024 to Y% by June 2030.

College & Career Readiness: The percentage of students graduating from high school who are college and career ready based on CCI will increase from 43% in June 2024 to 64% by June 2030.

Life Skills: The percentage of 6th, 8th, and 12th grade students who demonstrate benchmarked competencies in the skills listed in the Portrait of a Learner using age-appropriate assessments will increase by X% in June 2027 to Y% by June 2030.

Board Adopted Guardrails:

Community Engagement: The superintendent may not propose major decisions to the Board without first having a community engagement plan.

Equitable Access: The superintendent may not meet the goals by leaving out or denying access to any distinct and/or vulnerable population groups (for example, African American, English Learners, Foster Youth, Homeless and SWD) or schools.

Effective Staff: The superintendent will not allow the hiring, promotion, or lateral movement of staff who are performing “does not meet standard” as defined by CPSELs, CSTPs, and classified standards.

Health & Wellness: The superintendent may not meet the goals at the cost of unreasonably compromising the health and wellness of students and staff.

Top candidates should exhibit and value the following:

Accountability	Diversity	Inclusion	Rigor	Transparency
Courage	Empathy	Resilience	Teamwork	Urgency
Curiosity	Humor	Responsibility	Thriftiness	Versatility

We are looking for people who share our values.

Our hiring process is a little different than most: we believe that the best basis for assessment of a person is not through their performance on an arbitrary oral exam, but rather through their own expression. That is, we choose to use interviews not to assess you as a stranger, but rather to more deeply understand the complete person who your work indicates you to be.

You should find that these candidate materials will take no more than a couple of hours to gather; please make a copy of this document and for each section, please use the space provided, expanding into additional pages as necessary. When completed, please export this document as a PDF and submit it with your application.

Interview Sample

Please provide a link to a radio or television interview you have done in the last three (3) years.

Questions

1. Please describe your familiarity with Student Outcomes Focused Governance. How does SOFG compare to the governance model used in your district?

2 If hired, please describe your commitment to Fresno Unified's goals and guardrails. Are there any changes you would suggest making to the interim goals and guardrails?

3. Do you have the ability to speak, read or write in a language other than English?

   If so, please describe how you have supported students in learning a new language.

4. Were you a first-generation college student?

   If so, please describe how this experience will help you in supporting Fresno Unified students in attaining college entry.

5. Describe your experience in creating open doors for students to enter into the technical/vocational career field well prepared?

6. Describe an area where your district outperformed the state. What strategies did you use to perform at this level?

7. Describe your experience working directly with labor unions during a time that required you to work together on behalf of students. How did you approach this situation?

8. Reviewing the intervention goal (2), please share the intervention design and delivery model you would implement for our student population, including our students with disabilities. Have you viewed the *Right to Read* documentary?

9. What is your experience and comfort level with interviews via radio, television, and newspaper?

10. Describe a time you have to make a controversial decision. How did you determine it was the right decision, and how did you communicate it?

11. Describe a time when you and your board are not aligned. How did you resolve the situation?

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 12, 2025

ACTION REQUESTED: DISCUSS AND APPROVE

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Hold a Public Hearing and Approve Sierra Charter School Charter Renewal Petition and ADOPT Resolution No. 25-31, Certifying Approval of the Renewal Petition.

ITEM DESCRIPTION: Included in the Board binders is a copy of the Sierra Charter School's charter renewal petition. Sierra Charter School (SCS) is a kindergarten through grades twelve, free public charter school. SCS utilizes a personalized learning instructional program designed to offer choice and flexibility by utilizing independent study, classroom instruction, performance-based learning, online instruction, hands-on labs, tutoring and community partners to approximately 395 students. The charter school is located at 1931 N. Fine Ave in Fresno, California. SCS began as an authorized Fresno Unified School District charter school on August 20, 2007. Included in the Report of Factual Findings is Fresno Unified School District staff's recommendation regarding the charter renewal petition.

The Sierra Charter School charter petition was submitted to Fresno Unified School District on December 02, 2024, and a Public Hearing was held at the January 22, 2025, board meeting.

Charter school petition renewals are governed by the California Education Code Section 47607.

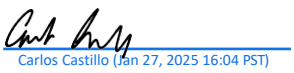
FINANCIAL SUMMARY: The estimated fiscal impact for the renewal to Fresno Unified School District for 2025/26 is $3M, following an estimated fiscal impact of $3.4M in 2026/27, following an estimated fiscal impact of $3.7M in 2027/28 and $3.9M in 2028/29.

PREPARED BY: Marie Williams, Ed.D.

DIVISION: Instructional Division

CABINET APPROVAL PHONE: (559) 457-3750

CABINET APPROVAL: Interim Chief Academic Officer, Carlos Castillo, Ed.D.



Fresno Unified School District

Achieving our Greatest Potential!

Charter Office
2309 Tulare St.
Fresno, CA 93721
(559) 457-3923

To: Fresno Unified Board of Education

From: District Charter Review Team

Date: January 24, 2025

Subject: Report of Factual Findings regarding Renewal of the Sierra Charter School Charter Petition

The Fresno Unified School District Charter Review Team (Review Team) has reviewed the request by Sierra Charter School, a California nonprofit public benefit corporation, for renewal of the Sierra Charter School ("Sierra") Charter Petition. The purpose of this Report of Factual Findings is to provide a discussion of the Review Team's review, analysis, and factual findings related to the renewal request.

This Report of Factual Findings is intended to provide the factual basis for a resulting decision by the Fresno Unified Board of Education. All ensuing details are specific to Sierra.

I. BACKGROUND

Sierra is a public charter school that started in 1998 as an entity under the Educational Foundation for Ethics and Principals (EFEP) Corporation located in Victorville, California. Sierra's sponsoring district was Eastern Sierra Unified, located in Bridgeport, California. Sierra broke ties with EFEP in 1999. Due to changes to charter school law, Sierra was first granted authorization by the Fresno Unified School District (the "District") for the 2007/2008 school year. The District renewed Sierra's charter in 2012 and 2017. Sierra is located at 1931 N. Fine Avenue in Fresno.

The mission of Sierra is to offer the choice of a personalized learning program which provides flexibility and support for students to reach their maximum potential in a safe environment.

The target population is all types of students interested in a personalized learning program, including students who are labeled as "at promise" based upon socio-economic status or prior academic history, students who are achieving above grade level, older students who need to work or care for family members, students from families who travel, and students from families who prefer to play a greater role in their child's education. Sierra's personalized learning program has implemented a mastery based instructional program.

Sierra had 362 students during the 2023/2024 school year with the following demographics: 73.5% Hispanic/Latino, 17.7% White, 2.2% African American, 1.9% Asian, 2.5% American Indian/Alaskan Native, and 2.2% Two or More Races. At Sierra, 6.9% of the students were designated as English Learners (ELs), 15.5% were designated as Reclassified Fluent-English Proficient (RFEP), 12.2% were students with disabilities, and 63.8% were socioeconomically disadvantaged.

II. CHARTER PETITION RENEWAL PROCEDURE

The procedure for receiving and considering renewal of a charter petition is set forth in Education Code section 47605(b), which states the following:

No later than 60 days after receiving a petition, in accordance with subdivision (a), the governing board of the school district shall hold a public hearing on the provisions of the charter, at which time the governing board of the school district shall consider the level of support for the petition by teachers employed by the school district, other employees of the school district, and parents. Following review of the petition and the public hearing, the governing board of the school district shall either grant or deny the charter within 90 days of receipt of the petition, provided, however, that the date may be extended by an additional 30 days if both parties agree to the extension. A petition is deemed received by the governing board of the school district for purposes of commencing the timelines described in this subdivision on the day the petitioner submits a petition to the district office, along with a signed certification that the petitioner deems the petition to be complete. The governing board of the school district shall publish all staff recommendations, including the recommended findings and, if applicable, the certification from the county superintendent of schools prepared pursuant to paragraph (8) of subdivision (c), regarding the petition at least 15 days before the public hearing at which the governing board of the school district will either grant or deny the charter. At the public hearing at which the governing board of the school district will either grant or deny the charter, petitioners shall have equivalent time and procedures to present evidence and testimony to respond to the staff recommendations and findings.

III. CRITERIA FOR RENEWAL OF CHARTER PETITION

A charter is initially granted for a period not to exceed five years as set forth in Education Code section 47607(a). Thereafter, a chartering authority may grant one or more subsequent renewals pursuant to subdivisions (b) and (c) of Education Code section 47607 and Education Code section 47607.2. Notwithstanding these sections, a chartering authority may also deny renewal pursuant to subdivision (e) of Education Code section 47607.

Pursuant to Education Code section 47607(b), renewal of a charter school is governed by the standards and criteria described in Education Code section 47605. A petition for renewal shall include, but not be limited to, a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed.

As an additional criterion for determining whether to grant a charter renewal, Education Code section 47607(c) states that the chartering authority shall consider the performance of the charter school on the state and local indicators included in the evaluation rubrics adopted pursuant to Education Code section 52064.5. A three-tier system based on the indicators on the California School Dashboard is used to consider the performance of the charter school for renewal as set forth in Education Code sections 47607 and 47607.2.

A. Petition Review Criteria

Education Code section 47605(c) establishes the criteria for reviewing a charter petition. In reviewing petitions for the establishment of charter schools pursuant to this section, the chartering authority shall be guided by the intent of the Legislature that charter schools are and should become an integral part of the California educational system and that the establishment of charter schools should be encouraged. The governing board of the school district shall grant a charter if it is satisfied that granting the charter is consistent with sound educational practice and with the interests of the community in which the school is located considering the academic needs of the pupils the school proposes to serve.

Specifically, Education Code section 47607(c) states the following:

The governing board of the school district shall not deny a petition for the establishment of a charter school unless it makes written factual findings, specific to the particular petition, setting forth specific facts to support one or more of the following findings:

(1) The charter school presents an unsound educational program for the pupils to be enrolled in the charter school.

(2) The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.

(3) The petition does not contain the number of signatures required by subdivision (a).

(4) The petition does not contain an affirmation of each of the conditions described in subdivision (e).

(5) The petition does not contain reasonably comprehensive descriptions of all of the following elements (A)-(0).

(6) The petition does not contain a declaration of whether or not the charter school shall be deemed the exclusive public employer of the employees of the charter school for purposes of Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code.

(7) The charter school is demonstrably unlikely to serve the interests of the entire community in which the school is proposing to locate. Analysis of this finding shall include consideration of the fiscal impact of the proposed charter school. A written factual finding under this paragraph shall detail specific facts and circumstances that analyze and consider the following factors:

(A) The extent to which the proposed charter school would substantially undermine existing services, academic offerings, or programmatic offerings.

(B) Whether the proposed charter school would duplicate a program currently offered within the school district and the existing program has sufficient capacity for the pupils proposed to be served within reasonable proximity to where the charter school intends to locate.

(8) The school district is not positioned to absorb the fiscal impact of the proposed charter school. A school district satisfies this paragraph if it has a qualified interim certification pursuant to Section 42131 and the county superintendent of schools, in consultation with the County Office Fiscal Crisis and Management Assistance Team, certifies that approving the charter school would result in the school district having a negative interim certification pursuant to Section 42131, has a negative interim certification pursuant to Section 42131, or is under state receivership. Charter schools proposed in a school district satisfying one of these conditions shall be subject to a rebuttable presumption of denial.

Pursuant to Education Code section 47607(a)(4), "[t]he findings of paragraphs (7) and (8) of subdivision (c) of Section 47605 shall not be used to deny a renewal of an existing charter school, but may be used to deny a proposed expansion constituting a material revision." For a material revision, analysis under

paragraphs (7) and (8) of subdivision (c) of Section 47605 shall be limited to consideration only of the impact of the proposed material revision.

B. Performance Criteria

1. *High Performing Charter School*

Pursuant to Education Code section 47607(c)(2)(A), "[t]he chartering authority shall not deny renewal for a charter school if either of the following apply for two consecutive years immediately preceding the renewal decision: (i) the charter school has received the two highest performance levels schoolwide on all the state indicators included in the evaluation rubrics adopted pursuant to Section 52064.5 for which it receives performance levels; or (ii) for all measurements of academic performance, the charter school has received performance levels schoolwide that are the same or higher than the state average and, for a majority of subgroups performing statewide below the state average in each respective year, received performance levels that are higher than the state average."

As set forth in Education Code section 47607(e), a charter school that meets the above criteria may be renewed by the chartering authority that granted the charter for a period of between five and seven years. Further, pursuant to Education Code section 47607(f), the charter school shall only be required to update the petition to include a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed and as necessary to reflect the current program offered by the charter.

2. *Low Performing Charter School*

Pursuant to Education Code section 47607.2(a), "[t]he chartering authority shall not renew a charter if either of the following apply for two consecutive years immediately preceding the renewal decision: (A) the charter school has received the two lowest performance levels schoolwide on all the state indicators included in the evaluation rubrics adopted pursuant to Section 52064.5 for which it receives performance levels; or (B) for all measurements of academic performance, the charter school has received performance levels schoolwide that are the same or lower than the state average and, for a majority of subgroups performing statewide below the state average in each respective year, received performance levels that are lower than the state average."

As set forth in Education Code section 47607.2(a)(4), a charter school that meets the above criteria may be renewed by the chartering authority only upon making both of the following written factual findings, specific to the particular petition, setting forth specific facts to support the findings: (A) the charter school is taking meaningful steps to address the underlying cause or causes of low performance, and those steps are reflected, or will be reflected, in a written plan adopted by the governing body of the charter school; and (B) there is clear and convincing evidence showing either of the following: (i) the school achieved measurable increases in academic achievement, as defined by at least one year's progress for each year in school; or (ii) strong postsecondary outcomes, as defined by college enrollment, persistence, and completion rates equal to similar peers. This shall be demonstrated by verified data, which is defined as data derived from nationally recognized, valid, peer reviewed, and reliable sources that are externally produced, including measures of postsecondary outcomes, in Education Code section 47607.2(c). For a charter renewed pursuant to this subdivision, the chartering authority may grant a renewal for a period of two years pursuant to Education Code section 47607.2(a)(6).

3. *Middle Performing Charter School*

Pursuant to Education Code section 47607.2(b)(1), "[f]or all charter schools for which paragraph (2) of subdivision (c) of Section 47607 and subdivision (a) of this section do not apply, the chartering authority shall consider the schoolwide performance and performance of all subgroups of pupils served by the charter school on the state indicators included in the evaluation rubrics adopted pursuant to Section 52064.5 and the performance of the charter school on the local indicators included in the evaluation rubrics adopted pursuant to Section 52064.5."

As set forth in Education Code section 47607.2(b)(6), the chartering authority may deny a charter renewal pursuant to this subdivision only upon making written findings, setting forth specific facts to support the findings, that the charter school has failed to meet or make sufficient progress toward meeting standards that provide a benefit to the pupils of the school, that closure of the charter school is in the best interest of pupils and, if applicable, that its decision provided greater weight to performance on measurements of academic performance. Otherwise, the chartering authority shall grant a renewal for a period of five years pursuant to Education Code section 47607.2(b)(7).

4. *Dashboard Alternative School Status (DASS) Charter School*

An exception to this three-tier system exists for DASS charter schools as set forth in Education Code section 47607(c)(7). In determining whether to grant a charter renewal for such a charter school, "the chartering authority shall consider, in addition to the charter school's performance on the state and local indicators included in the evaluation rubrics adopted pursuant to subdivision (c) of Section 52064.5, the charter school's performance on alternative metrics applicable to the charter school based on the pupil population served."

The chartering authority may deny a charter renewal for a DASS charter school upon making written findings, setting forth specific facts to support the findings, that the closure of the charter school is in the best interest of pupils.

C. Criteria for Denial Based on Fiscal, Governance, or Not Serving All Pupils

Pursuant to Education Code section 47607(e) and notwithstanding subdivision (c) of Education Code section 47607 and subdivisions (a) and (b) of Education Code section 47607.2, "the chartering authority may deny renewal of a charter school upon a finding that the school is demonstrably unlikely to successfully implement the program set forth in the petition due to substantial fiscal or governance factors, or is not serving all pupils who wish to attend, as documented pursuant to subdivision (d)."

The chartering authority may deny renewal of a charter school only after it has provided at least 30 days' notice to the charter school of the alleged violation and provided the charter school with a reasonable opportunity to cure the violation, including a corrective action plan proposed by the charter school. The chartering authority may then deny renewal only by making either of the following findings: (1) the corrective action proposed by the charter school has been unsuccessful; or (2) the violations are sufficiently severe and pervasive as to render a corrective action plan unviable.

IV. CHARTER REVIEW TEAM'S ANALYSIS FOR RENEWAL

Sierra fits into the middle performing charter school category as determined by law and the California Department of Education (CDE) and, therefore, shall be renewed for a period of five years unless written factual findings support denial.

A summary of the Review Team's factual findings related to the criteria set forth in Education Code section 47605 is set forth in the following table:

Section	Criteria	Review Team Comments	Meets Criteria	
			Yes	No
1.	The charter school presents a sound educational program for the pupils to be enrolled in the charter school.	• As supported by evidence from the Petition, the Petition contains a complete description of a sound educational program.	✓	
2.	The petitioners are demonstrably likely to successfully implement the program set forth in the petition.	• As supported by evidence from the Petition, the Petitioners are demonstrably likely to successfully implement the program set forth in the Petition.	✓	
3.	The petition contains the number of signatures required by subdivision (a).	• This is not required for renewal pursuant to 5 CCR § 11966.4(a)(2)(A), which states "[t]he signature requirement set forth in Education Code section 47605(a) is not applicable to a petition for renewal."	N/A	
4.	The petition contains an affirmation of each of the conditions described in subdivision (e)	• The Petition contains the required affirmations in the Affirmations and Declaration section on pages 5-8.	✓	
5.	The petition contains reasonably comprehensive descriptions of all of the following elements (A)-(O):			
	A. (i) The educational program of the charter school, designed, among other things, to identify those whom the charter school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners. (ii) The annual goals for the charter school for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals.	• Based on a thorough review, the Educational Program on pages 17-39 meets the requirements of Education Code 47605(c)(5)(A). Sierra has: • A sound and strong educational program and continues to find new and innovative ways to improve. • A mastery-based personalized Independent Study Program that meets the needs of its diverse student body. • A program that provides students and their parents with an hour and a half one-on-one learning session for the review of schoolwork each week in the elementary setting. • Teachers, with a strong command of their classrooms, ensure each student is actively engaged in the lessons being taught. • An instructional staff that reflects diversity and aligns well with the	✓	

Section	Criteria	Review Team Comments	Meets Criteria	
			Yes	No
	(iii) If the proposed charter school will serve high school pupils, the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the "A to G" admissions criteria may be considered to meet college entrance requirements.	demographics of the student body and the broader McLane area where Sierra is located. • Students who are actively engaged in the classroom and teachers who are responsive to their needs, which is essential to foster an effective learning environment. • Provided Dual Enrollment college courses in partnership with Clovis Community College. • Provided students with Social Emotional Learning (SEL) support. • Provided counseling support to address A-G requirements. Recommendations: • Continue to ensure students demonstrate mastery in core high school subjects before advancing to ensure a strong academic foundation and preparedness for future challenges. • Based on student interviews conducted at the renewal visit: • Expand extra-curricular activities to motivate students socially, including clubs and athletics. • Provide additional connection time at the school site for elementary students to foster a more collaborative and social opportunity for younger students and build more community in the classroom. • Enhance recognition opportunities, such as awards, to celebrate student and community achievements. <u>English Learners (EL)</u> Sierra has:		

Section	Criteria	Review Team Comments	Meets Criteria	
			Yes	No
		• An English Language Development (ELD) program with increased incorporation of ELD standards. • Provided collaborative conversation strategies based on ELD standards. Students were observed using the strategies during the renewal visit. • Parent informational meetings that provide input about services for EL students. • A teacher's aide specifically to provide language development and tutoring in the ELA/ELD class and other classrooms. EL Recommendations: • ELD standards should be posted in all classrooms. • Focus on implementing ELD Part II standards in tandem with ELD Part I standards. <u>Special Education</u> Sierra has: • A wide variety of supports for students with Individualized Education Programs (IEPs). • Contracted with EL Dorado County charter SELPA to provide special education services. • A robust Multi-Tiered System of Supports (MTSS) process. • Provided a learning lab that provides support throughout the day. Special Education Recommendations: None		
	B. The measurable pupil outcomes identified for use by the charter	• Based on a thorough review, the Measurable Pupil Outcomes on pages	✓	

Section	Criteria	Review Team Comments	Meets Criteria	
			Yes	No
	school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all pupil subgroups served by the charter school, as that term is defined in subdivision (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school.	40-41 meet the requirements of Education Code 47605(c)(5)(B). • The 2024/2025 Local Control and Accountability Plan (LCAP) will be reviewed in June 2025 and evaluation will occur after it is submitted. Sierra has: • Met minimal compliance for all prior LCAPs per Fresno Unified's protocols and review process. • A standards-based curriculum in place that is accessed through digital platforms. Recommendations: • Focus on improving student academic outcomes as measured by external and internal assessments. • Specifically address decline in Math scores and the plan to overcome the deficiencies.		
	C. The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.	• Based on a thorough review, the Methods of Measurement on pages 42-45 meet the requirements of Education Code 47605(c)(5)(C). Sierra has: • Provided legally required assessments to measure and track student progress. • Provided, the "Let's Go Learn" program to formatively assess student skills in English and math. • Used the data from assessments to discuss progress with parents K-12. Recommendations: • Continue to use external and internal assessments and outcomes to guide the development of personalized learning plans.	✓	

Section	Criteria	Review Team Comments	Meets Criteria	
			Yes	No
	D. The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement.	• Based on a thorough review, the Governance Structure on pages 46-49 meets the requirements of Education Code 47605(c)(5)(D). Sierra has: • Included professional development opportunities for their governing school board. Recommendations: • Provide a description of and the frequency of Board trainings/workshops.	✓	
	E. The qualifications to be met by individuals to be employed by the charter school.	• Based on a thorough review, the Employee Qualifications on pages 50-51 meet the requirements of Education Code 47605(c)(5)(E). Recommendations: • As best practice, include a recruitment plan, hiring requirements for certificated staff, and qualifications for non-core, non-college prep teaching positions.	✓	
	F. The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following: (i) That each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237. (ii) For all schools, development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (K), inclusive, of paragraph (2) of subdivision (a) of Section 32282. For schools serving pupils in any of grades 7 to 12, inclusive, the development of a school safety plan shall also include the safety topic listed in subparagraph (L)	• Based on a thorough review, the Health and Safety Procedures on pages 52-59 meet the requirements of Education Code 47605(c)(5)(F). Sierra has: • Provided a Safety Plan. • Included information regarding mandatory sexual harassment and workplace violence prevention plan training. Recommendations: None	✓	

Section	Criteria	Review Team Comments	Meets Criteria	
			Yes	No
	of paragraph (2) of subdivision (a) of Section 32282. (iii) That the school safety plan be reviewed and updated by March 1 of every year by the charter school.			
	G. The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. Upon renewal, for a charter school not deemed to be a local educational agency for purposes of special education pursuant to Section 47641, the chartering authority may consider the effect of school placements made by the chartering authority in providing a free and appropriate public education as required by the federal Individuals with Disabilities Education Act (Public Law 101-476), on the balance of pupils with disabilities at the charter school.	• Based on a thorough review, the Student Population Balance on page 60 meets the requirements of Education Code 47605(c)(5)(G). Sierra has: • Students who are representative of the surrounding community. • Prioritized reflecting diversity by adopting outreach strategies that promote racial and ethnic balance while ensuring equitable representation of general education students, special education students, and English learners. • Built partnerships with local organizations, conducted outreach in multiple languages, and set measurable goals to align enrollment with the surrounding community. • Resources available to support a balanced and inclusive environment, including counseling, multilingual staff, and wellness services. Recommendations: • Based upon parent feedback during the renewal visit: • Increase outreach efforts for additional parent classes.	✓	
	H. Admission policies and procedures, consistent with subdivision (e).	• Based on a thorough review, the Admissions Policies and Procedures on pages 61-64 meet the requirements of Education Code 47605(c)(5)(H). Sierra has:	✓	

Section	Criteria	Review Team Comments	Meets Criteria	
			Yes	No
		• Systems in place that provide for the inclusion of all students needing an alternative educational program. Recommendations: None		
	I. The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority.	• Based on a thorough review, the Annual Financial Audit on page 65 meets the requirements of Education Code 47605(c)(5)(I). Recommendations: • Continue to monitor the climate of the state's financial health and forecasts. • Maintain ongoing communication with the District.	✓	
	J. The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that are consistent with all of the following: (i) for suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story. (ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following: (I) Provide timely, written notice of the charges against the pupil and an	• Based on a thorough review, the Suspension and Expulsion Procedures on pages 66-86 meet the requirements of Education Code 47605(c)(5)(J). Recommendations: None	✓	

Section	Criteria	Review Team Comments	Meets Criteria	
			Yes	No
	explanation of the pupil's basic rights. (II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate. (iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian, or, if the pupil is a homeless child or youth, or a foster child or youth, in the native language of the homeless or foster child's educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child's attorney and county social worker. If the pupil is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent or guardian, the			

Section	Criteria	Review Team Comments	Meets Criteria	
			Yes	No
	homeless child's educational rights holder, the foster child's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker or, if applicable, county social worker initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii). (iv) A foster child's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information.			
	K. The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.	• Based on a thorough review, the Staff Retirement Systems on page 87 meet the requirements of Education Code 47605(c)(5)(K). Recommendations: • Include when the school will not offer coverage, such as PERS not offered to non-certificated staff, and the school's option to offer coverage at a future date. • Indicate which staff member/department is responsible for ensuring that the appropriate arrangement for benefits are implemented and maintained.	✓	
	L. The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools.	• Based on a thorough review, the Public School Attendance Alternatives on page 88 meet the requirements of Education Code 47605(c)(5)(L).	✓	

Section	Criteria	Review Team Comments	Meets Criteria	
			Yes	No
		Recommendations: None		
	M. The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school.	• Based on a thorough review, the Employee Return Rights on page 89 meet the requirements of Education Code 47605(c)(5)(M). Recommendations: None	✓	
	N. The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter.	• Based on a thorough review, the Dispute Resolution Procedures on page 90 meet the requirements of Education Code 47605(c)(5)(N). Recommendations: • Include how the Uniform Complaint Procedures are communicated to parents, staff, and the community.	✓	
	O. The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records.	• Based on a thorough review, the Closure Procedures on pages 94-94 meet the requirements of Education Code 47605(c)(5)(O). Recommendations: None	✓	
6.	The petition contains a declaration of whether or not the charter school shall be deemed the exclusive public employer of the employees of the charter school for purposes of Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code.	• The Petition contains this declaration on page 5.	✓	
7.	The charter school is demonstrably likely to serve the interests of the entire community in which the school is proposing to locate. Analysis of this	This is not required for renewal that does not involve expanding operations to one or more additional sites or grade levels	N/A	

Section	Criteria	Review Team Comments	Meets Criteria	
			Yes	No
	finding shall include consideration of the fiscal impact of the proposed charter school.	pursuant to Education Code section 47607(a)(3).		
8.	The school district is positioned to absorb the fiscal impact of the proposed charter school.	This is not required for renewal that does not involve expanding operations to one or more additional sites or grade levels pursuant to Education Code section 47607(a)(3).	N/A	
Facilities	Pursuant to Education Code section 47605(h), the governing board of a school district shall require that the petitioner or petitioners provide information regarding the proposed operation and potential effects of the charter school, including, but not limited to, the facilities to be used by the charter school. The description of the facilities to be used by the charter school shall specify where the charter school intends to locate.	• The Petition includes information regarding the facilities used by Sierra on page 97. Sierra has: • Obtained a letter from a hazmat consulting agency stating all building materials have been sampled and that asbestos containing materials have been abated and no longer require periodic surveillance, which reflects Sierra's dedication to student safety within its facility Recommendations: • Repair minor damage to siding near the administration building caused by vandalism and/or dry rot. • Install peepholes on doors. • Address gutters that are damaged in various locations at the site due to split eaves/fascia boards. • Check with Landlord regarding restrooms for ADA compliance.	✓	

V. FINANCIAL ANALYSIS

The Review Team has completed its fiscal impact for Sierra. The estimated total fiscal impact to the District for the renewal of the charter petition for 2025/2026 is $3,040,327.00. Thereafter, there is an estimated total fiscal impact of $3,447,920.00 in 2026/2027, $3,694,143.00 in 2027/2028 and $3,923,406.00 in 2028/2029.

The following is the fiscal impact of the renewal by fiscal years:

Sierra Charter School 2025/2026		
Renewal		
Total Enrollment		395
# of District Resident Students (Projected)		294
ADA Rate		98.99%
Total Estimated ADA		291.34
Avg Estimated LCFF Revenue (per ADA)*	$	15,835
Total Revenue	$	4,613,327
Grade Level/Class Size (TK-K: 24, 1-3: 25, 4-6: 28, 7-12: 30)		11
District Avg Teacher Salary	$	143,000
Less District Avg Teacher Salary	$	1,573,000
Total Fiscal Impact	**$**	**3,040,327.00**

Sierra Charter School 2026/2027		
Renewal		
Total Enrollment		418
# of District Resident Students (Projected)		311
ADA Rate		98.99%
Total Estimated ADA		308.31
Avg Estimated LCFF Revenue (per ADA)*	$	16,286
Total Revenue	$	5,020,920
Grade Level/Class Size (TK-K: 24, 1-3: 25, 4-6: 28, 7-12: 30)		11
District Avg Teacher Salary	$	143,000
Less District Avg Teacher Salary	$	1,573,000
Total Fiscal Impact	**$**	**3,447,920.00**

Sierra Charter School 2027/2028		
Renewal		
Total Enrollment		436
# of District Resident Students (Projected)		325
ADA Rate		98.99%
Total Estimated ADA		321.58
Avg Estimated LCFF Revenue (per ADA)*	$	16,824
Total Revenue	$	5,410,143
Grade Level/Class Size (TK-K: 24, 1-3: 25, 4-6: 28, 7-12: 30)		12
District Avg Teacher Salary	$	143,000
Less District Avg Teacher Salary	$	1,716,00
Total Fiscal Impact	**$**	**3,694,143.00**

Sierra Charter School 2028/2029		
Renewal		
Total Enrollment		440
# of District Resident Students (Projected)		328
ADA Rate		98.99%
Total Estimated ADA		324.53
Avg Estimated LCFF Revenue (per ADA)*	$	17,377
Total Revenue	$	5,639,406
Grade Level/Class Size (TK-K: 24, 1-3: 25, 4-6: 28, 7-12: 30)		12
District Avg Teacher Salary	$	143,000
Less District Avg Teacher Salary	$	1,716,000
Total Fiscal Impact	**$**	**3,923,406.00**

The following is the fiscal analysis for Sierra:

ADA

The multiyear budget for Sierra assumes an Average Daily Attendance (ADA) of 374.36 in 2024/2025, which is an increase of 16.03 ADA from the previous year. Current enrollment is projected for 382 students. Subsequent years are projected with ADA to increase based on the rates below. Projections for the current year and subsequent years are within reason.

Enrollment/ADA	**2024/2025**	**2025/2026**	**2026/2027**	**2027/2028**	**2028/2029**
Enrollment	382	395	418	436	440
ADA	374.36	387.1	409.64	427.28	431.2
		3.40%	5.82%	4.31%	0.92%

Revenues

Revenue projections are accurate based on current School Services of California (SSC) dartboard rates, historical revenues, and ADA estimates for Local Control Funding Formula (LCFF) revenue.

Expenses

Most expenses are expected to steadily increase yearly. Below is a chart demonstrating the average percentage of increase on a year-to-year basis:

2025/2026	**2026/2027**	**2027/2028**	**2028/2029**
1.98%	3.47%	5.33%	3.90%

Cash Flow

The cash flow provided by Sierra extends from the 2024/2025 school year through the 2028/2029 school year. All years end with a net increase to the ending cash balance.

Debt

Sierra is currently contracted to a 5-year lease agreement with University Monterey SPE Limited Partnership for its facility, which will end in 2027. The average yearly cost for the lease is $405,410 and the payment schedule varies from year to year.

Financial Performance and Recommendations

Sierra has sufficient revenue to meet its financial obligations for the current year. Based on the projected budget for the duration of the renewal as well as trends from previous years, Sierra is in a healthy financial state. The ending fund balance for Sierra is projected to increase an average of 0.80% a year for the duration of the renewal. Sierra anticipates maintaining an operating reserve of over 50% for all years of the renewal. It is fiscal's recommendation to grant the renewal of Sierra.

VI. REVIEW TEAM FINDINGS AND RECOMMENDATION

The Review Team has determined the request by Sierra for renewal of the charter petition **meets** the Education Code and California Code of Regulations requirements and recommends that the Fresno Unified Board of Education **approve** renewal for a term of five (5) years from July 1, 2025, to June 30, 2030.

SIERRA CHARTER SCHOOL
RENEWAL PETITION



For the term: July 1, 2025 to June 30, 2030

Submission Approved by Sierra Charter School's Board of Directors on December 12, 2024

Submitted to:
Fresno Unified School District
Date Submitted: December 2, 2024

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Executive Summary

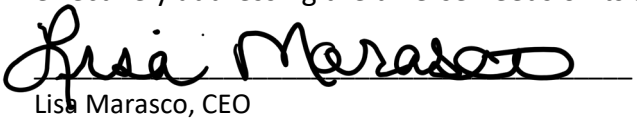
Sierra Charter School has proudly served Fresno and its surrounding communities for over two decades, offering a flexible, personalized learning environment. Founded in April 1998 as part of the Educational Foundation for Ethics and Principles (EFEP), the school began with 80 students and 12 part-time teachers under the chartering authority of the Eastern Sierra Unified School District in Bridgeport, California. By 1999, Sierra transitioned to a non-profit corporation with its own Board of Directors, and in 2007, its chartering authority shifted to Fresno Unified School District (FUSD) following changes in the law. This marked a new chapter of growth and partnership with the Fresno community. FUSD has since renewed Sierra's charter twice, in 2012 and 2017, recognizing the school's commitment to academic excellence.

Today, Sierra Charter School serves students from Kindergarten through 12th grade using a hybrid learning model that blends in-person instruction with remote learning via Google Classroom. Its academic program focuses on literacy, mathematics, science, social science, and technology, all tailored to meet the diverse needs of its students. To enhance engagement and achievement, Sierra shifted from a traditional independent study format to a hybrid delivery system, providing increased on-campus instructional time. Sierra's success is bolstered by strong partnerships with institutions such as:

- Fresno County Superintendent of Schools (FCSS)
- State Center Community College District
- California State University, Fresno (Fresno State)
- Fresno Pacific University
- Noble Credit Union
- Legacy Education

These collaborations expand learning opportunities and support the school's mission of fostering both academic and personal growth.

As Sierra approaches its next charter renewal, it remains steadfast in its commitment to providing high-quality, individualized education. By blending innovative teaching methods with expanded learning opportunities, the school ensures that every student is equipped with the tools and confidence to succeed. Sierra values its strong partnership with FUSD and looks forward to continuing its mission of excellence, equity, and empowering students to become future leaders in their communities. Approval of this charter renewal will empower Fresno Unified School District to uphold the objectives enshrined in the Charter Schools Act of 1992, including the enhancement of educational opportunities, the promotion of innovative pedagogical approaches, and the expansion of choices available to students and families. Simultaneously, it will enable Sierra Charter School to preserve its commitment to personalized learning while effectively addressing the diverse needs of its student population.



Lisa Marasco, CEO

LETTER OF INTENT

Fresno Unified School District
Board of Education
2309 Tulare Street
Fresno, CA 93721

RE: Formal Application for Charter Renewal for Sierra Charter School

Dear Members of the Fresno Unified School District Board of Education:

As the Lead Petitioner for Sierra Charter School, I hereby submit the charter renewal petition to the Fresno Unified School District for Sierra Charter School, for the term of July 1, 2025, through and including June 30, 2030.

Sierra Charter School is honored by the opportunity to apply for the renewal of a charter school that will continue to serve families in Fresno and is eager to work with the District to provide the best possible educational opportunities for all students.

Sierra Charter School looks forward to working with the Fresno Unified School District Governing Board and Fresno Unified School District staff during the charter renewal process. To this end, the Petitioners pledge to work cooperatively, to answer any questions regarding this charter petition and to present the Fresno Unified School District with the strongest possible proposal for a five-year charter term.

Please do not hesitate to contact Sierra Charter School at any time, should you have any questions or concerns.

Sincerely,



Armando Montero
Principal
Sierra Charter School
1931 North Fine Avenue
Fresno, CA 93727
amontero@sierracharter.org

AFFIRMATIONS AND DECLARATION

Sierra Charter School ("SCS" or the "Charter School") hereby certifies that the information submitted in this Petition for the renewal of SCS, located at 1931 North Fine Ave, Fresno, CA 93727, within the boundaries of the Fresno Unified School District ("FUSD" or the "District"), is true to the best knowledge and belief of SCS. The Charter School will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to:

- The Charter School shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Section 60605, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(d)(1)]

- Sierra Charter School declares that it shall be deemed the exclusive public school employer of all employees of the Charter School for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(c)(6)]

- The Charter School shall be non-sectarian in its programs, admission policies, employment practices, and all other operations. [Ref. Education Code Section 47605(e)(1)]

- The Charter School shall not charge tuition. [Ref. Education Code Section 47605(e)(1)]

- The Charter School shall admit all students who wish to attend the Charter School, unless the Charter School receives a greater number of applications than there are spaces for students, in which case it will hold a public random drawing to determine admission. Except as required by Education Code Section 47605(e)(2) and Education Code Section 51747.3, admission to the Charter School shall not be determined according to the place of residence of the student or of that student's parent or legal guardian within the state. Preference in the public random drawing shall be given as required by Education Code Section 47605(e)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605(e)(2)(C). [Ref. Education Code Section 47605(e)(2)(A)-(C)]

- The Charter School shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned

characteristics). [Ref. Education Code Section 47605(e)(1)]

- The Charter School shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973 ("Section 504"), Title II of the Americans with Disabilities Act of 1990 ("ADA") and the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA").

- The Charter School shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]

- The Charter School shall ensure that teachers in the Charter School hold the Commission on Teacher Credentialing ("CTC") certificate, permit, or other document required for the teacher's certificated assignment. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. [Ref. Education Code Section 47605(l)(1) and 47605.4(a)]

- The Charter School shall at all times maintain all necessary and appropriate insurance coverage.

- The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).

- If a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades, and health information. If the pupil is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, the school district shall provide this information to the Charter School within 30 days if the Charter School demonstrates that the pupil had been enrolled in the Charter School. [Ref. Education Code Section 47605(e)(3)]

- The Charter School may encourage parental involvement, but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. [Ref. Education Code Section 47605(n)]

- The Charter School shall adhere to each of the conditions in Education Code Section 47605(e)(4)(A)-(D), including: (A) not discouraging a student from

enrolling or seeking to enroll in the Charter School for any reason; (B) not requesting a student's records or requiring a parent, guardian, or student to submit the student's records before enrollment; (C) not encouraging a student currently attending the Charter School to disenroll or transfer to another school for any reason; and (D) providing a copy of the California Department of Education ("CDE") notice regarding the requirements in Education Code Section 47605(e)(4)(A)-(D) to a parent/guardian or student if the student is 18 years of age or older: (i) when a parent/guardian or student inquires about enrollment, (ii) before conducting an enrollment lottery, or (iii) before disenrollment of a student. [Ref. Education Code Section 47605(e)(4)(A)-(D)]

- The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. Education Code Section 47612.5(a)(2)]

- The Charter School shall, on a regular basis, consult with its parents and teachers regarding the Charter School's educational programs. [Ref. Education Code Section 47605(d)]

- The Charter School shall comply with any applicable jurisdictional limitations to the locations of its facilities. [Ref. Education Code Sections 47605 and 47605.1]

- The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. Education Code Sections 47612(b) and 47610]

- The Charter School shall comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA"), as reauthorized and amended by the Every Student Succeeds Act ("ESSA").

- The Charter School shall comply with the California Public Records Act, Government Code Section 7920.000, *et seq.* ("CPRA").

- The Charter School shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g, 34 CFR Part 99 ("FERPA").

- The Charter School shall comply with the Ralph M. Brown Act, Government Code Section 54950, *et seq.* ("Brown Act")

- The Charter School shall comply with Government Code Section 1090, *et seq.*, as set forth in Education Code Section 47604.1 ("Section 1090").

- The Charter School shall comply with the Political Reform Act, Government Code Section 81000, *et seq.* ("PRA").

- The Charter School shall comply with Education Code Section 51745, et seq.

related to independent study, as applicable.

- The Charter School shall meet or exceed the legally required minimum number of school days [Ref. Title 5 California Code of Regulations Section 11960]

Lisa Marasco 12/2/24

Lisa Marasco
Chief Executive Officer
Sierra Charter School

Date

INTRODUCTION

History

Sierra Charter School was formed in March 1998, as an entity under the Educational Foundation for Ethics and Principles ("EFEP") Corporation located in Victorville, California. Sierra Charter School's original chartering authority was Eastern Sierra Unified School District, located in Bridgeport, California. Sierra Charter School commenced operations in August 1998 with approximately 80 students and 12 part-time teachers. In January 1999 Sierra Charter School filed Articles of Incorporation to become a non-profit corporation and formed a Board of Directors. Eastern Sierra Unified School District continued to be the chartering agency through this transition.

In the 2007-08 school year, due to changes in applicable law, Sierra Charter School submitted a charter petition to the Fresno Unified School District and received approval for a five-year charter term. The change in the chartering authority did not affect the location of the Charter School. FUSD renewed the charter again in both 2012 and 2017.

Sierra Charter School now returns to FUSD for its third renewal with the District.

Current Program

Sierra Charter School is a K-12 personalized learning charter school, utilizing a unique definition of independent study to deliver instruction to students and monitor their learning. Through a blended approach, students take English, Math and Science classes on campus, as well as work remotely through Google classroom.

Literacy, math, science, social science and technology are the Charter School's main areas of focus. This is why the Charter School shifted from a traditional independent study format to a hybrid, or flex-based, delivery system, with increased time for in-person instruction. The goal of this shift is increased student achievement.

CHARTER RENEWAL CRITERIA

Evidence of Meeting Charter Renewal Criteria Pursuant to Education Code Section 47607.2(b) (Middle Performing)

Pursuant to the amendments made to Education Code Section 47607, and the creation of Education Code Section 47607.2, by Assembly Bill 1505 (2019), at the time of charter renewal, a chartering authority shall consider the performance of the charter school on the state and local indicators reported on the California School Dashboard ("Dashboard"), and, in some circumstances, the performance of the charter school on assessments deemed to be verified data.

In addition to the shift toward assessing Dashboard data, Assembly Bill 1505 also created a three-tiered system of evaluating charter schools' performance, plus a separate category for Dashboard Alternative School Status schools. Each of the three tiers has unique qualifying criteria.

The three performance categories are as follows:

- High Performing – Presumptive renewal if the charter school meets the established renewal criteria – Education Code Section 47607(c)(2).
- Low Performing – Presumptive non-renewal if the charter school meets the non-renewal criteria unless the chartering authority makes a finding to approve for a two-year term – Education Code Section 47607.2(a).
- Middle Performing – Renewal unless the charter school failed to meet or make sufficient progress toward meeting standards and closure is in the best interest of the students, evaluated using the Dashboard and Education Code Section 47607.2(b).

For the first time since 2020, the CDE has published a list of high-, middle-, and low-performing charter schools. Sierra Charter School is pleased to have been deemed a middle-performing school by the CDE and is thus entitled to the default renewal standard and is eligible for a five-year term.

Due to the suspension of the Dashboard in 2020 and 2021, as a result of the COVID-19 pandemic, charter schools could not be placed into performance categories as contemplated by AB 1505. For 2022, the CDE could only display the most current year of data (also known as Status) on the Dashboard. The 2022 Dashboard used one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for all state indicators based on the 2021-22 school year data.

The 2023 Dashboard is the first since 2019 to display the intended red, orange, yellow, green, and blue performance colors for schools' status and change scores in the state indicators. As such, the 2023 Dashboard is not based on two years of color-based performance.

The state indicators include the following:

- Academic Performance
    - English Language Arts ("ELA")/literacy: grades three through eight and grade eleven
    - Mathematics: grades three through eight and grade eleven
    - English Learner Progress: grades one through twelve
    - College/Career Indicator: grade 12
- Academic Engagement
    - Chronic Absenteeism: kindergarten through grade eight
    - Graduation Rate: grade 12
- Conditions & Climate
    - Suspension Rate: kindergarten through grade twelve

SCS fits into the middle-performing category, as determined by law and the California Department of Education. SCS is eligible and, as demonstrated by the evidence, meets the criterion for charter renewal for a term of five years, as shown below.

For additional context, SCS fits into the middle-performing category based on the combination of performance shown on the 2022 and 2023 Dashboards AND the combination of the 2023 and 2024 Dashboards. The release of the 2024 Dashboard, which was required to be released by December 1, 2024, did not change SCS' performance category as it still fits in the middle-performing category with the most recent Dashboard release.

For middle-performing charter schools, Education Code Section 47607.2(b) mandates the District consider the performance, schoolwide and for all student subgroups, of SCS on the state and local indicators on the Dashboard. The District shall provide greater weight to measurements of academic performance, which include the California Assessment of Student Performance and Progress ("CAASPP") English Language Arts and math assessments, the English Learner Progress Indicator ("ELPI"), and the College/Career indicator ("CCI").

Below, SCS documents its performance on the Dashboard, in support of approval of its Petition.

Dashboard Performance

The following tables display SCS' 2023 Dashboard performance indicators and, for comparison purposes, the District's and the state's performance.

Schoolwide Dashboard State Indicators, Comparison of 2023 Performance

Indicator	SCS	FUSD	California
ELA (academic)	-8.7 Orange	-49.8 Orange	-13.6 Orange
Math (academic)	-116.1 Red	-80.6 Yellow	-49.1 Orange
ELPI (academic)	42.9% N/A	46.8% Green	48.7% Yellow
CCI (academic)	8.9% Very Low	40.2% Medium	43.9% Medium
Chronic Absenteeism (academic engagement)	1.6% Green	34.7% Yellow	24.3% Yellow
Graduation Rate (academic engagement)	84.2% Orange	85.8% Orange	86.4% Orange
Suspension Rate (conditions & climate)	0% Blue	7.3% Orange	3.5% Orange

As demonstrated above, SCS outperformed the District and the state in status on ELA, chronic absenteeism and suspension rate. The graduation rate at the Charter School received the same performance level, Orange, as both the District and the state.

A snapshot of SCS' subgroup performance for ELA, Math, CCI, Chronic Absenteeism, Graduation Rate and Suspension Rate is included below for reference.

2023 SCS Subgroup Performance

Subgroup	ELA CAASPP	Math CAASPP	CCI	Chronic Absenteeism	Graduation Rate	Suspension
Schoolwide	-8.7 Orange	-116.1 Red	8.9% Very Low	1.6% Green	84.2% Orange	0% Blue
Hispanic	-16.5 Orange	-118.1 Red	8.3% Very Low	2.2% Green	83.8% Orange	0% Blue
White	14.6*	-98.4*	N/A	0% Blue	76.9%*	0% Blue
English Learners	-54.9*	-161.3*	N/A	N/A	N/A	0%*
Socioeconomically Disadvantaged	-17.9 Orange	-130.8 Red	6.8% Very Low	2.1% Green	84.4% Orange	0% Blue
Students with Disabilities	-121.7*	-186.8*	N/A	0%*	N/A	0% Blue

N/A means the subgroup had fewer than 11 students eligible for the particular indicator
*Means the subgroup had more than 10 but fewer than 30 students for two consecutive years, so the subgroup's status is reported on the Dashboard but the subgroup is not provided a color.

For context, because different indicators apply to different grade levels, some subgroups have data on some indicators but not others. For instance, ELA and Math only apply to grade levels taking the CAASPP, which at SCS is grades 3-8 and 11. However, Suspension Rate applies to all grades at SCS. This is why more subgroups received a color for Suspension Rate compared to ELA and Math.

2023 Subgroup Performance Comparison: ELA

Indicator	Subgroup	SCS	FUSD	California
ELA (academic)	Schoolwide	-8.7 Orange	-49.8 Orange	-13.6 Orange
	Hispanic	-16.5 Orange	-55.1 Orange	-40.2 Orange
	White	14.6*	-8.3 Yellow	20.8 Green
	English Learners*	-54.9*	-86.6 Red	-67.7 Orange
	Socioeconomically Disadvantaged	-17.9 Orange	-57.8 Orange	-42.6 Orange
	Students with Disabilities	-121.7*	-123.8 Orange	-96.3 Red

As demonstrated above, schoolwide and for every subgroup where SCS has data the status (number) achieved at SCS is higher than both the District and the state, other than the state comparison of Students with Disabilities.

2023 Subgroup Performance Comparison: Math

Indicator	Subgroup	SCS	FUSD	California
Math (academic)	Schoolwide	-116.1 Red	-80.6 Yellow	-49.1 Orange
	Hispanic	-118.1 Red	-86.1 Yellow	-80.8 Orange
	White	-98.4*	-40.8 Yellow	-11.1 Yellow
	English Learners*	-161.3*	-105.6 Red	-93.4 Orange
	Socioeconomically Disadvantaged	-130.8 Red	-87.8 Yellow	-80.8 Yellow
	Students with Disabilities	-186.8*	-148.6 Orange	-127.3 Orange

SCS has recognized math as a growth area and is taking concrete steps to improve performance. In order to address the need for improved math results, SCS has contracted with the Fresno County Superintendent of School ("FCSS") for advice and expertise to establish and implement a two-year plan to improve student achievement in math. FCSS is partnering with SCS to focus on curriculum review, professional development and support with implementation of best practices around curriculum and instruction. FCSS is guiding SCS in aligning its math curriculum with state standards and

integrating data-driven instruction to address specific learning gaps. Regular professional development workshops and collaborative sessions are being conducted to equip teachers with effective instructional strategies tailored to student needs.

Additionally, over the current charter term, SCS has added in-person math support classes for middle and high school students. The in-person support classes are supplemented by frequent progress monitoring and individualized intervention plans, ensuring targeted assistance for struggling learners.

Further, SCS has established collaborative teacher learning communities to foster the sharing of innovative teaching practices and continuous improvement in math instruction.

2023 Subgroup Performance Comparison: College/Career Indicator

Indicator	Subgroup	SCS	FUSD	California
CCI	Schoolwide	8.9% Very Low	40.2% Medium	43.9% Medium
	Hispanic	8.3% Very Low	38.8% Medium	35.5% Medium
	White	15.4%*	48.6% Medium	53.2% Medium
	Socioeconomically Disadvantaged	6.8% Very Low	38% Medium	35.4% Medium

College/career readiness is another area of focus for SCS. In order to increase the college/career readiness of SCS graduates, SCS has taken several steps. An academic adviser was hired to counsel and support high school students with a focus on improving a-g eligibility rates and supporting students to meet the SCS requirement to take community college classes while in high school. Academic support in math was described earlier in this section and as high school math achievement improves so will student performance on CCI. In addition, Element A of this Petition outlines SCS' instructional program and supports in place for students achieving below grade level, including those who may need additional support to achieve college/career readiness.

2023 Subgroup Performance Comparison: Chronic Absenteeism

Indicator	Subgroup	SCS
Chronic Absenteeism (academic engagement)	Schoolwide	1.6%, Green
	Hispanic	2.2%, Green
	White	0%, Blue
	Socioeconomically Disadvantaged	2.1%, Green

	Students with Disabilities	**0%***

As demonstrated above, SCS achieved strong results for chronic absenteeism, including a green result schoolwide and green or blue for all significant subgroups. In addition, two subgroups achieved a rate of 0%.

2023 Subgroup Performance Comparison: Suspension Rate

Indicator	Subgroup	SCS
Suspension (Conditions and Climate)	Schoolwide	0%, Blue
	African American	0%*
	American Indian	0%*
	Asian	0%*
	Hispanic	0%, Blue
	White	0%, Blue
	Two or More Races	0%*
	English Learners	0%*
	Socioeconomically Disadvantaged	0%, Blue
	Students with Disabilities	0%, Blue

Similar to Chronic Absenteeism, SCS achieved strong results for suspension. Every student subgroup with data, meaning more than ten students, had a rate of zero percent and all numerically significant subgroups achieved a Blue performance level. Because suspension applies to all students enrolled, grades K-12, there are some subgroups that only achieve the threshold of eleven or more eligible students for this indicator.

2018, 2019, 2022 and 2023 Dashboard Local Indicators

Local Indicator	2018	2019	2022	2023
Basics: Teachers, Instructional Materials, Facilities	Standard Met	Standard Met	Standard Met	Standard Met
Implementation of Academic Standards	Standard Met	Standard Met	Standard Met	Standard Met
Parent and Family Engagement	Standard Met	Standard Met	Standard Met	Standard Met
Local Climate Survey	Standard Met	Standard Met	Standard Met	Standard Met

Access to a Broad Course of Study	**Standard Met**	**Standard Met**	**Standard Met**	**Standard Met**

As demonstrated above, the Charter School met standards for all local indicators in each of the most recent four years that local indicators were reported on the Dashboard.

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A charter petition renewed pursuant to Section 47607.2(b) (middle performing) shall be granted a five-year renewal term. **As clearly demonstrated by the evidence above, Sierra Charter School meets this renewal criterion and has earned a five-year renewal term.**

ELEMENT A: EDUCATIONAL PROGRAM

Governing Law: The educational program of the charter school, designed, among other things, to identify those whom the charter school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling students to become self-motivated, competent, and lifelong learners. Education Code Section 47605(c)(5)(A)(i).

The annual goals for the charter school for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals. Education Code Section 47605(c)(5)(A)(ii).

If the proposed charter school will serve high school pupils, the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the "A" to "G" admissions criteria may be considered to meet college entrance requirements. Education Code Section 47605(c)(5)(A)(iii).

Mission

The mission of Sierra Charter School is:

> *To offer the choice of a personalized learning program which provides flexibility and support for students to reach their maximum potential in a safe environment*

Through personalized learning SCS has designed an educational model that offers choice and flexibility by utilizing independent study, classroom instruction, performance-based learning, online instruction, hands-on labs, tutoring and community partners.

While the goal is to have all students become self-motivated, competent, life-long learners, SCS recognizes not all students achieve the same level of understanding in the same amount of time, nor learn by the same teaching method. Therefore, it is the Charter School's aim to present a variety of innovative programs/services designed to meet the various needs of the students. Some of these programs/services are:

- University of California a-g approved courses
- 2-4 hour on-site, in-person Literacy and Math classes at all grades
- On-site, in-person American Sign Language I & II classes
- Study Hall & Intervention Sessions
- Homework assistance in all subjects and all grades
- Biology, Chemistry, Environmental Science and Physics Hands-on Science Labs

Educational Philosophy, Whom the School is Attempting to Educate

Sierra Charter School shall serve all students residing in Fresno and contiguous counties who wish to attend in grades K-12 subject only to capacity, minimum and maximum age limitations, and any other requirements of Education Code Section 51745.

All types of students can be successful in Sierra Charter School's personalized learning program, from those who are labeled as "at promise" based upon socio-economic status, or prior academic history, to those who are achieving above grade level. SCS also enrolls older students who need to work or care for family members, students from families who travel, and students from families who prefer to play a greater role in their child's education.

The students come to Sierra Charter School for many reasons; through referrals from other schools, parents looking for an environment that is safe, parents wanting more involvement in their child's education, students needing to catch up on credits, many of whom then return to their school of residence, and students who are failing in the traditional education setting or who experience challenges with in-person settings.

Student Population Breakdown

Sierra Charter School attracts a diverse student population from throughout the Central Valley, as shown below.

2023-24 demographics for Sierra Charter School vs. FUSD, Fresno County, CA

2023-24, SCS vs. District, County, State				
	SCS	FUSD	County	State
African American	2.2%	7.6%	4.5%	4.9%
American Indian/Alaskan Native	2.5%	0.7%	0.6%	0.4%
Asian	1.9%	10.6%	9.9%	9.9%
Filipino	0%	0.3%	0.7%	2.2%
Hispanic/Latino	73.5%	69.5%	66.8%	56.1%
Pacific Islander	0%	0.5%	0.3%	0.4%
White	17.7%	7.8%	14.0%	20.3%
2 or More Races	2.2%	3.1%	2.8%	4.6%
Reclassified Fluent English Proficient	15.5%	13.3%	14.2%	15.8%
English Learner	6.9%	20.1%	18.3%	18.4%
Foster Youth	0.6%	1.0%	0.7%	0.5%
Homeless Youth	0.6%	0.8%	1.1%	3.6%
Students with Disabilities	12.2%	13.5%	11.6%	13.7%
Socioeconomically Disadvantaged	63.8%	87.2%	76.2%	62.7%
Total	362	71,480	206,025	5,837,690

Planned Enrollment

Grade Span	2025-26	2026-27	2027-28	2028-29
K-3	34	34	37	37
4-6	36	36	38	38
7-8	97	98	101	104
9-12	228	250	260	261
Total	**395**	**418**	**436**	**440**

Community Interest

Prior to opening the Charter School, SCS' founders determined there was a need for an innovative, alternative education model school in the Fresno community. This need continues to this day. SCS enrolled over 360 students last school year, providing a valuable, caring learning environment for students and reassurances to their families.

SCS addresses multiple goals in the District's 2024 LCAP and will look for continued areas of alignment. Some of the District's current LCAP goals that SCS aligns to include: improve academic performance at challenging levels; expand student-centered and real-world learning experiences; Increase student engagement in their school and community, and; Increase inclusive opportunities for families to engage in their student's education.

As the Charter School enters its new term serving students and families, there continues to be a need for innovative, alternative schools centered on preparing students to reach their maximum potential in a safe learning environment. SCS is honored to be one of many schools across the District and Sacramento meeting this need.

What it means to be an "Educated Person" in the 21st Century

An educated person in the 21st century at Sierra Charter School exhibits the following capabilities:

- Strong skills in Literacy, Math and Technology
- Responsible choices in personal accountability
- Attain a high school diploma
- College/career readiness

How Learning Best Occurs

SCS believes it is a commitment of all stakeholders (staff, parents, students and community members) to be involved in the learning process with each stakeholder assigned specific responsibilities.

Sierra Charter School does not provide a traditional, classroom-based learning environment where all students learn the same thing at the same time according to the learning pace established by the teacher.

This is why personalized learning is so important. It gives ownership of learning back to the student at a pace appropriate for them. When students fail to master their work they will have to relearn and try again. They will realize that failure is not a label but a process. The ability to be challenged and persist through failure is the most important thing schools can teach. Students will see THEIR progress is tied to THEIR learning, and not to anything else. Over the course of a grading period students do not receive failing grades because what is traditionally labeled failing in the moment simply means the student is not ready to move on.

Master Agreement

The basic document for apportionments based on independent study in place of school attendance is the independent study written agreement, often called a Master Agreement. The written agreement for independent study is any document that serves as authorization to substitute the student's performance, or study, for the student's presence in a classroom.

Master Agreements indicate all the parties involved (the student, their parent, the certificated teacher who is directly responsible for the student, and the certificated employee designated as having responsibility for the special education programming of the student) agree that independent study will be the delivery system used for the student's education for a specific period. The master agreement must include all the components required by Education Code Section 51747(c) and the California Code of Regulations, Title 5, Section 11702, to be valid. A Master Agreement is valid for a school year and must be updated if the student's course schedule changes.

Attendance Credit

The Charter School has created year-long assignments for every course offered at each grade level. A student is typically allotted a week's worth of assignments at a time for each subject in the form of a contemporaneous record. The amount of assigned work corresponds to the instructional minutes for that student's grade level, which should be the approximate time it would take the student to complete the assignments. When the student returns their completed assignments, the teacher determines the "time-value" of

the completed work so that daily attendance may be earned. The teacher also records participation in synchronous instruction and live interaction, as required by grade level.

A Homework Notification letter is sent out to the parents of students who are past due on their assignments. If the teacher can't contact the home or has not been notified of the missed assignment, an Attendance Notification letter is sent. If there is no response, or if the assignments are not completed, the school counselor makes the final attempt to contact the student/family within one to two days before a letter is sent to inform them that they are not adhering to the conditions of the Master Agreement contract. This procedure is documented in detail in SCS' Board Policy 0001, which may be revised from time to time, upon approval by the SCS Board.

Weekly Meeting, In-Person Learning

Though the law and the California Department of Education identify Sierra Charter School as a non-classroom-based charter school, the Charter School operates with a hybrid model, combining in-person and independent learning experiences. Each grade level group has certain requirements depending on the student's grade and courses.

- Students in grade K-6 and their parents/guardians will meet with their teacher of record at a designated time each week to review all assignments. Language Arts, Writing and Math assessments will take place at these meetings.

- Students in grades 7-12, are required to attend English, Math and, if applicable, Science, one to two days per week on campus for on-site classes, labs and tutorial.

- Support classes will be required two hours a week for students in grades 9-12.

- Math Intervention will be required for two hours a week for students in grades 9-12 who are credit deficient.

- Students may be required to remain on campus the day of their classes, or attend an additional day for study hall, if assignments are not completed.

- Synchronous instruction and live interaction shall be offered as required by Education Code Section 51747(e).

Curriculum

The Charter School's curriculum is aligned with the Common Core State Standards ("CCSS"), the Next Generation Science Standards ("NGSS"), the History-Social Science Framework, the English Language Development Standards ("ELD"), and remaining State Content Standards (collectively, "State Standards"),

SCS undertook a challenge and designed its own curriculum in Literacy and Math for grades K-12 and in science and social science in grades 7-12. Time for Learning is the

curriculum used for K-6 science and social studies. Major standards were identified at all grade levels and units of study were created for each quarter (K-8) or for each earned credit (9-12). Formative and summative assessments were also created to assess the mastery of concepts at the depth of knowledge level required.

Technology and Instructional Materials

Technology plays a critical role at SCS. Sierra Charter is a one-to-one school, meaning that at any time of the day there is a desktop or Chromebook available for every student to use as needed. Smartboards are in every classroom which enables teachers to use online tools for daily instruction, as well as access the Internet for research and links to resources. Presenters and cameras are also provided to assist the staff in classroom instruction. Google Classroom is used in middle and high school as a form of assigning and retrieving student work. This allows teachers to evaluate student's work before class and determine the student's next assignment. Parents are alerted if students don't show up for class or if they need to stay after and complete missing assignments by attending Intervention Sessions or study hall.

All instructional staff have access to wifi enabled tablets provided by Sierra Charter School. The tablets are a resource for the teachers to develop curriculum and research new ideas for classroom instruction.

Scores from state tests and in-house assessments can also be retrieved, which enable teachers to better assess student's progress and then assist the teacher in generating future assignments and necessary interventions.

Staff Development

SCS has various structures in place for staff professional development with a majority of the time allocated for supporting teachers to grow and improve in their practice. Currently SCS brings teachers in for one week each summer, prior to the beginning of school. During the school year there are six full days dedicated to professional development as these are non-student days. In addition, each week teachers collaborate on Monday afternoons for one hour. Finally, teachers have one week after the conclusion of the school year for curriculum planning.

SCS also employs instructional aides and tutors to support students. Similar to teachers, instructional aides and tutors participate in professional development and professional collaboratives throughout the entire school year.

The administrative team at SCS determines the activities and areas of focus for professional development time, in consultation with instructional staff, and based on the most current data available. Some examples of recent training staff have received includes, but is not limited to: i-Ready assessments; cooperative learning strategies focused on instruction and classroom management; FCSS sessions on ELA and math with a specific focus on SBAC, instructional strategies, and classroom management

(these FCSS sessions are complimented by the math support described earlier in this Petition). SCS will continue to adjust its professional development structures and offerings based on student and staff needs.

School Climate

SCS also conducts annual parent and student satisfaction surveys. The data yielded from these surveys are considered when determining next steps for ongoing school improvement.

In response to parent and student feedback, some activities have been implemented such as: Open House in April; a College/Career Fair in March; a student leadership club; and, student internships within the community. Student requests for on-site math and literacy classes have resulted in these offerings now being in place.

Transferability of Courses

In the 2023-24 school year, SCS earned a six-year accreditation from WASC, through the 2029-30 school year. WASC accreditation, among other benefits, certifies the transferability of SCS' coursework to other public and private high schools. SCS clearly communicates this information with students and families during the recruitment and orientation process.

Parents shall be notified of the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements through the annual parent/student handbook, and annually during parent/student orientation meetings.

Counseling

The counselor assists high school students in staying in school, setting goals and exploring postsecondary education and career choices. The counselor is a support to teachers when a student's academic concerns require extra attention. The counselor helps students and their families find community resources to address needs in their personal life, which have an effect on academic performance.

Sierra Charter School sees the benefit of maintaining the same student population from year to year, as it takes time to master the process and procedures of a personalized learning program, and allows teachers to have a true impact on student learning. While SCS is a K-12 program, where academic needs can be met for all thirteen years, some students may only need to enroll in SCS for a short time. The counselor works carefully to keep students on track for high school graduation, but also considers the students' long-term goals so they are successful wherever they find themselves in the future.

Another objective of the counselor has been to counsel students to set post-high school graduation goals. In addition to the counselor, SCS' Program Specialist advises Special Education students and staff.

The main function of these two positions is to ensure student success through achieving grade level requirements, attaining promotion to the next grade, earning a high school diploma and attending college or entering the workforce. The counselor and Program Specialist also meet with prospective new students and families regarding the Charter School and its requirements.

Post-High School Training

Sierra Charter School is committed to educating tomorrow's leaders. The following strategies are implemented to ensure appropriate preparation for post-high school options:

- Eighth grade students attend a "Transition to High School" workshop to learn how to maximize their time in high school and prepare early for college and career goals.
- High school students are given the opportunity to take a-g courses so they are eligible to explore many post-secondary options.
- Eligible juniors and seniors may take courses at local community colleges and earn college credit while in high school.
- SCS hosts a financial aid workshop to show students it's possible to pursue post-high school education, whether it is at a junior college ("JC"), California State University ("CSU"), University of California ("UC"), Trade or vocational school.
- SCS works with Fresno City College ("FCC") and TRIO[1] to support students with access to financial aid, including FAFSA applications.
- SCS hosts a College and Career Fair for grades 7-12 to expose students to higher education options and to encourage early planning.
- Representatives from colleges and trade schools are invited to the campus to hold presentations for students and reinforce the need for further education.
- College campus tours are scheduled to expose students to institutions of higher learning and assist them in narrowing down their choices.
- SCS has partnered with the Valley Dream Center to provide them with SCS students as interns who assist all departments in need while earning elective credits and work experience.

[1] The Federal TRIO Programs are Federal outreach and student services programs designed to identify and provide services for individuals from disadvantaged backgrounds.

- Students are supported to create an account on californiacolleges.edu to complete self-assessment surveys and begin exploring post-secondary options.

- The 12th grade curriculum has included a year-long unit of study on Personal Finance and Life Skills.

- High school students meet with the counselor individually to review graduation requirements, discuss post-high school plans, and obtain information regarding college entrance and career choices.

- Fresno County Office of Education College Night is an annual event for students to meet with representatives from JCs, CSUs, UCs, trade schools, vocational programs, and the military. Students learn about entrance requirements, cost, and placement tests.

- High school students receive grade level appropriate advice on meeting a-g requirements and other post-secondary options.

- High school students are encouraged to attend the Spring Showcase at FCC to gain exposure to campus life, activities and academic programs. Extra credit can be earned for attending such an event, or similar opportunities.

Plan for Students Who are Achieving below Grade Level

SCS knows not all students will experience success in the same time frame or at the same level. The Charter School has designed several support opportunities for students who may fall behind or demonstrate they are achieving below grade level. These strategies vary in their intensity and in the required participation of students and families.

SCS anticipates students may fall behind and has proactively put in place several structures targeted at all students in the hopes of minimizing those who end up off track. As noted, SCS offers many in-person learning opportunities, including those that are required, which makes the Charter School's instructional delivery model a hybrid of independent study and traditional classroom learning. These in-person learning sessions were increased as a result of the Charter School responding to student performance. In-person classes are kept small with a low adult to student ratio. Currently, in-person classes are limited to twenty students and have two adults supporting the class.

In-person experiences are increased for students who are struggling. This includes study hall sessions, which allow students to catch up on work. Intervention sessions are also offered as in-person learning experiences for students who need additional instruction. One way students are identified for intervention sessions is by scoring below 70% on a summative assessment. These sessions can be in small group tutorials or individual tutoring based on students' needs.

Academic counseling is available to all students. These sessions can often emerge non-academic factors impacting student learning and these are also addressed, often by counselors. In addition to counseling, SCS offers individual mentoring for students to try and identify root causes of academic struggles and provide students a trusted adult to partner with for improvement. Mentoring is currently provided by Legacy Education.

For high school students who fall behind on credits and put their four-year graduation in jeopardy, summer school is offered so they can catch up on their coursework and get back on track for graduation.

Students who still need academic support after progressing through the support structures described above participate in the Student Success Plan process, described below. Some of the preliminary steps can be skipped based on staff discretion and the severity of student need.

For students showing academic struggles, SCS also engages families as part of the support provided. SCS has workshops focused on ensuring parents have access to resources they can use to monitor students progress like workshops on Google Classroom, SCS' student tracker, and the schoolwide communication tool, Parent Square. SCS also has workshops where students and parents work together to develop personalized plans and schedules that will aid in the student progressing academically.

Academic/Attendance Student Success Plan

Students may be placed on a Student Success Plan ("SSP") for not making appropriate progress or attendance. This plan is a collaboration between the counselor, teacher, student and parent to ensure all opportunities are given to help the student succeed. When the following actions are **not** happening, the teacher or counselor may initiate an SSP:

- Complete/submit required weekly assigned work
- Attend mandatory onsite classes
- Submit required assignments by deadlines
- Meet minimum requirements of the program as outlined in the Master Agreement

If the SSP is not adhered to the following steps will take place:

- Verbal Warning, which is documented
- Academic Probation contract (Written Warning)
- Involuntary Removal from SCS
    - In accordance with Education Code Section 51747 and the Charter School's Board policy on independent study, after 3 missed assignments, an evaluation is held to determine whether it is in the best interest of the student to remain in independent study. If it is determined that it is not in the student's best interest to remain in independent study, the Charter School may involuntarily remove the student after the Charter School follows the

requirements of the Missed Assignment Policy and only after providing notice and an opportunity for a parent, guardian, educational rights holder to request a hearing prior to any involuntary removal as forth herein.
    - If a student disenrolls or is involuntarily removed from SCS, their district of residence is notified.
    - If a student is permitted to return to SCS on a probationary basis, a contract must be signed by the parent/guardian, student, and counselor or administrator.
    - If the contract is violated, the student may be involuntarily removed, per the procedures described above.

An Attendance/Homework Notification will be sent when one of the following occurs:

- The teacher can't contact the home to set up the initial appointment
- A class/lab/appointment is repeatedly missed and there has not been any communication from the home to the school
- Excessive absences

Plan for Students Who are Achieving Above Grade Level

There are many opportunities for students to be challenged academically if they show they are performing above grade level. This is typically shown via assessment results and can also be demonstrated with completed coursework and overall grades.

SCS implements mastery-based learning for all students, where students advance upon demonstrating proficiency, enabling faster progression through material as students demonstrate mastery. All students also have access to extracurricular opportunities so they can continue learning new skills. This includes an arts unlimited program and SCS' music program.

Beyond the opportunities above, which are available to all students, SCS' elementary, middle and high school programs all have opportunities for students achieving above grade level. Elementary students are provided activities with increased rigor. Middle school students can complete high school classes that will be on the student's transcript when they begin 9th grade.

Due to the nature of SCS' program, high school students can complete courses in less than a typical school year. This allows students to earn credits more rapidly than a seat-based program and students can potentially graduate early. High school students can also be eligible to take college classes at local community colleges. Additionally for high school students achieving above grade level, SCS develops individual growth plans for high-performing students that align with their interests and academic goals. Some of these interests have included: dual enrollment, online foreign language classes, and enrichment classes as electives, all of which contribute to a student's a-g eligibility.

Plan For English Learners

Overview

Sierra Charter School meets all applicable legal requirements for English Learners ("EL") as it pertains to annual notification to parents, student identification, placement, program options, ELD and core content instruction, teacher qualifications and training, reclassification to Fluent English Proficient status ("RFEP"), monitoring, evaluating program effectiveness, and standardized testing requirement. Sierra Charter School implements procedures to assure proper placement, evaluation, and communication regarding ELs and the rights of students and parents.

Home Language Survey

Sierra Charter School administers the home language survey ("HLS") as part of the student's initial enrollment in a California public school.

SCS staff review the results of the HLS to determine a student's status as either:

1. English Only ("EO"). If the answers to the first four questions on the HLS are "English" the student will be categorized as English Only; or

2. To Be Determined ("TBD") If the answers to any of the first three questions on the HLS indicate a language other than English, or a combination of English and another language. From this data, the student will be assessed to measure their level of English proficiency.

Parents may amend their response to the HLS at any time. If the student has already been administered the Initial English Language Proficiency Assessments for California ("ELPAC"), changes to the HLS will not affect the student's official language classification. If the parent amends the HLS prior to administration of the ELPAC Initial Assessment ("IA"), SCS will honor the changes made.

If a student transfers to SCS from another school, staff will contact the previous school for student records and check the student language status on the California Longitudinal Pupil Achievement Data System ("CALPADS"). In reviewing both sources, SCS will follow state protocol in notifying parents and coordinating for students to take the appropriate state assessments.

ELPAC

All students who indicate their home language is other than English will be tested with the ELPAC. The ELPAC has four proficiency levels (Level 4: well developed; Level 3: moderately developed; Level 2: somewhat developed; and Level 1: minimally developed) and is aligned with the 2012 California ELD Standards.

The ELPAC consists of two separate assessments:

Initial Assessment

The ELPAC IA is used to identify students as either an EL, or as fluent in English. The IA is administered only once during a student's time in the California public school system based upon the results of the HLS. Students with a "TBD" determination after HLS review are assessed on their English language proficiency level with the Initial Assessment. The IA is given to students in grades K-12 whose primary language is not English and who have not yet taken any previous state English language tests and have not yet been classified as ELs.

The IA testing window will be year-round (July 1 – June 30). For any student whose primary language is other than English as determined by the HLS, and who has not been previously identified as an EL by a California public school, or for whom there is no record of results from an administration of an English language proficiency test, administration of the IA occurs within 30 calendar days after the date of first enrollment in a California public school, or within 60 calendar days before the date of first enrollment, but not before July 1 of that school year. The IA is scored by the school site. The locally scored IA will be the official score. Based on the student's overall initial performance, they may be classified as:

1. An English Learner – the student must be annually assessed with a Summative Assessment until the student meets eligibility criteria for reclassification and is Reclassified to Fluent English Proficient; or
2. An Initially Fluent English Proficient ("IFEP")

Summative Assessment

All currently enrolled students with "EL" designation take the Summative Assessment every spring between February 1 and May 31 until they are reclassified as fluent English proficient. The Summative Assessment is only given to students who have previously been identified as an EL based upon the IA results, in order to assess how well an EL is progressing toward mastery of the English language in each of the four domains. The results are used as one of four criteria to determine if the student is ready to be reclassified as fluent English proficient, to help inform proper educational placement, and to report progress for accountability.

The ELPAC assessment includes all four language domains: Listening, Speaking, Reading, and Writing. Overall scaled scores fall within levels one through four. These four ELPAC performance levels are aligned with the California ELD Standards.

Both the ELPAC IA and SA are assessments administered in seven grade spans – K, 1, 2, 3-5, 6-8, 9-10, and 11-12. In kindergarten and grade 1, all domains are administered individually. In grades 2-12, the test is administered in groups, exclusive of speaking, which is administered individually. The ELPAC IA and SA are administered via a computer-based platform for all domains except the writing domain for kindergarten through 2nd grade, which is administered as a paper-pencil test.

Testing times vary depending upon the grade level, domain, and individual student. Both the ELPAC IA and SA are given in two separate testing windows during the school year.

SCS will notify all parents of the Charter School's responsibility for ELPAC testing and of ELPAC results within thirty (30) days of receiving results from the publisher. The ELPAC shall be used to fulfill the requirements under the Every Student Succeeds Act ("ESSA") for annual English proficiency testing.

Reclassification Procedures

Reclassification procedures utilize multiple criteria in determining whether to reclassify a student as fluent English proficient including, but not limited to, all of the following:

- Assessment of language proficiency using an objective assessment instrument, such as the ELPAC.
- Participation of the student's classroom teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the student to evaluate the student's curriculum mastery and academic grades.
- Comparison of the student's performance on vocabulary and comprehension skills against an empirically established range by English proficient students of the same age that demonstrate to others the student is sufficiently proficient in English to participate effectively in a curriculum designed for students of the same age whose native language is English.
- Parental opinion and consultation.

RFEP students are monitored for up to four years. A RFEP monitoring form is used to evaluate the student's progress every semester and placed in the student's file.

Placement of English Learners

1. Files and transcripts from the student's prior school, if applicable, are reviewed for ELPAC scores or RFEP status.
2. Prior year grades, ELPAC and assessment results are reviewed. English Proficient students and RFEP students are assigned to a regular education teacher and a letter is sent home and placed in students' files. RFEP students are monitored for up to four years by the EL teacher and monitored forms are placed in the students' files.

Procedures for English Learner Instruction and Intervention

1. English Learners are assigned to an EL teacher and classes are reviewed for proper placement so that Integrated and Designated English Language Development instructional requirements are being met.

2. English Learners in need of additional support have four (4) hours of weekly Designated ELD small class instruction with their assigned EL teacher as well as, as needed, modified curriculum, and EL tutorial services.

EL Support

The EL teacher reviews the student's scores for ELPAC and CAASPP (if applicable), as well as academic grades. Following this review the EL teacher meets with the student, and their parent/guardian, to determine proper placement. One placement option is to have the student in a Structured English Immersion ("SEI") classroom twice a week in two hour blocks, four hours total per week, where ELD services are provided via Designated ELD in a small group setting by the EL teacher. In the other placement, English Language Mainstream ("ELM") setting, the student is placed in the regular mainstream classroom and Integrated ELD instruction comes directly from the regular teacher along with extra support in the form of Designated ELD, as needed, from the EL instructional aide as well as tutoring time with the EL teacher of two (2) hours a week, or more if needed.

RFEP students are monitored for up to four years by the EL teacher and continuous communication is maintained with other teaching staff to ensure the success of the student. The EL teacher, parents/guardians and regular education teachers of RFEP students evaluate progress every semester to ensure students are progressing successfully and proper documentation is placed in the students' file. In an event a RFEP student is struggling, extra support, which is available to all students as described above in the section on students achieving below grade level, is available to ensure the student's success.

ELD Curriculum

Specific ELD curriculum has been purchased and utilized with all identified EL students. The textbooks, currently Edge from Cengage, identify the ELD standards being taught in each lesson and focus on reading, writing and English Language Arts.

As needed, ELs attend in-person classes and learning experiences more frequently and are encouraged to do so. ELs are provided, as needed, additional help by their teachers and the EL teacher based on the student's area(s) of need. Overall, EL students are able to attend more in-person instruction each week, based on need.

ELs placed with the EL teachers receive access to the core curriculum with the exception of Algebra and Science labs. If the EL students are enrolled in these classes, they attend with their non-EL peers. Due to the nature of both of these subjects being hands-on instruction, SDAIE instruction is implemented by the classroom teacher. EL support is then offered by the EL teacher if needed, or by an EL instructional aide. The EL teacher also provides instructional support for all other subjects. If ELs still need additional interventions, they are able to access the various grade level tutoring after ELD classes, EL tutoring in the EL classroom or one-on-one tutoring with grade level classroom teachers.

Serving Students With Disabilities

For purposes of special education, Sierra Charter School operates as a Local Education Agency and is a member of the El Dorado County Charter SELPA. The Charter School complies with all applicable State and Federal Laws in serving students with disabilities, including, but not limited to, Section 504, ADA and the IDEA, and any other civil rights enforced by the U.S. Department of Education Office for Civil Rights ("OCR").

SCS complies with all California laws pertaining to special education students. To the maximum extent appropriate, all students with disabilities are integrated into the general education programs, with the necessary materials, services, accommodations and/or modifications to support their learning. SCS ensures any student with a disability is properly identified, assessed and provided with necessary services and supports. SCS meets all the requirements mandated within a student's Individualized Education program ("IEP"). No assessment or evaluation is used for admission purposes. Parents are informed that special education and related services are provided at no cost to them.

SCS assumes full responsibility for the provision of special education and related services to eligible students as an LEA member of the El Dorado County Charter SELPA. As such, state and federal funding shall be allocated directly to the Charter School per the allocation plan of the SELPA. SCS will assume responsibility for the general education contribution which may be necessary, the provision of special education services to identified students, and shall meet the annual Maintenance of Effort Requirement of the IDEA.

Services for Students Under IDEA

SCS shall provide special education instruction and related services in accordance with the IDEA, Education Code requirements, and applicable policies and practices of the SELPA.

SCS will provide services for special education students enrolled in the Charter School. The Charter School will follow SELPA policies and procedures and shall utilize SELPA forms to seek out, identify, and serve students who may qualify for special education programs and services, respond to record requests and parent complaints, and maintain the confidentiality of pupil records.

SCS agrees to promptly respond to all District or SELPA inquiries, to comply with reasonable District or SELPA directives, and to allow the District or SELPA access to Charter School students, staff, facilities, equipment and records as required to fulfill all obligations under this Agreement or imposed by law.

Staffing

All special education services at the SCS will be delivered by individuals or agencies

qualified to provide special education services as required by the Education Code and the IDEA. SCS staff will participate in SELPA in-service training relating to special education.

The Charter School will be responsible for the hiring, training, and employment of site staff necessary to provide special education services to its students, including, without limitation, education specialists and paraprofessionals. The Charter School shall ensure that all special education staff hired or contracted by the Charter School are qualified pursuant to SELPA policies, as well as meet all legal requirements. The Charter School shall be responsible for the hiring, training, and employment of itinerant staff necessary to provide special education services to Charter School students, including, without limitation, speech therapists, occupational therapists, nurse, counselors and psychologists. SCS reassesses its special education staffing, service providers, methods, and strategies on a continuous basis to assure that all services provided are effective and of the highest quality.

Assurances

As required of LEA members within the El Dorado County Charter SELPA, SCS provides the following assurances:

- Free and Appropriate Public Education - The Charter School will assure that a free and appropriate public education shall be provided to enrolled students, including children with disabilities who have been suspended or expelled from school.
- Child Find - The Charter School will assure all students with disabilities are identified.
- Full Educational Opportunity - The Charter School will assure students with disabilities have access to the full range of programs available to non-disabled students.
- Least Restrictive Environment – The Charter School will assure students with disabilities are educated with students who are not disabled to the maximum extent appropriate. This will be addressed using supplementary aids, supports and services in the general education setting.
- Individualized Education Program – The Charter School will assure an Individualized Education Program is developed, reviewed, and revised for each child who is eligible.
- Assessments – The Charter School will assure an IEP review shall be conducted on an annual basis at a minimum. In addition, a reevaluation shall be conducted at least once every three years, and more often if conditions warrant or if requested by the student's parents or teacher to determine continued eligibility and needs.
- Confidentiality and Procedural Safeguards – The Charter School will assure the confidentiality of identifiable data shall be protected at collection, storage, disclosure, and destruction. In addition, students and their parents shall be provided with safeguards through the identification, evaluation and placement process and provisions for a Free Appropriate Public Education.

- Personnel Standards – The Charter School will assure good faith efforts will be made to attract, recruit and hire appropriately trained and credentialed personnel to provide special education services to eligible students with disabilities.
- State Assessments – The Charter School will assure students with disabilities are included in state assessment programs with appropriate accommodations and modifications when necessary and appropriate.

SCS meets all the requirements mandated within a student's IEP. The Charter School includes all special needs students with non-disabled peers to the maximum extent appropriate according to their IEPs.

Child Find

SCS shall have the responsibility to identify, locate, and evaluate students enrolled with known or suspected disabilities to determine whether a need for special education and related services exists. SCS will implement SELPA policies and procedures to ensure timely identification and referral of students with disabilities. A student shall be referred for a special education evaluation only after the resources of the regular education program have been considered, and, where appropriate, utilized.

SCS will follow SELPA child-find procedures to identify all students who may require an evaluation to consider eligibility for special education and related services in the case that general education interventions do not provide a free appropriate public education to the student in question.

Upon the commencement of each school year, all students are evaluated with a web-based adaptive diagnostic assessment. Students may also be assessed by available data (i.e., teacher observations, student work samples, grades, etc.) regarding their progress or lack of progress within the general education program. Through collaboration between staff, parents and school leaders, SCS works to identify students who do not currently have an IEP but may be in need of pre-referral interventions. Staff convenes regularly to review all pre-referred students as well as student data across sub-groups and classrooms.

The referral process is a review of information related to students who are suspected of having disabilities and showing potential signs of needing special education and related services. Referrals for special education evaluation and eligibility may be submitted by the parent/student, any SCS staff, a community agency, court officers, or any individual with knowledge of a child who may have a disability or may need related services.

The referral process is a formal, ongoing review of information related to students who are suspected of having special needs and show potential signs of needing special education and related services. The primary internal method for referral for assessment will be the Student Success Team meetings. The parent of any student suspected of needing or qualifying for special education services may also make a referral for an evaluation. Any such parent referrals will be responded to in writing in a timely manner.

Any SCS teacher may also directly refer a student for formal assessment to see if they have a disability.

SCS may additionally determine to refer a student for an assessment through the provisions of a Section 504 Plan, if appropriate.

Assessment

The term “assessments” shall have the same meaning as the term “evaluation” in the IDEA, as provided in Section 1414, Title 20 of the United States Code. The Charter School will determine what assessments, if any, are necessary and arrange for such assessments for referred or eligible students in accordance with applicable law. The Charter School shall obtain parent/guardian consent to assess Charter School students.

IEP Meetings

The Charter School shall arrange and provide notice for the necessary IEP meetings. IEP team membership shall be in compliance with State and Federal laws. The Charter School shall be responsible for having the following individuals in attendance at the IEP meetings: an administrator or an administrative designee; the student’s special education teacher; the student’s general education teacher, and if the student does not have a general education teacher, the teacher with the most recent and complete knowledge of the child and who is qualified to teach a student of their age, and a parent or guardian. When appropriate, the IEP team may also include the student and other persons who possess expertise or knowledge necessary for the development of the IEP. The Charter School shall document the IEP meeting and provide notice of parental rights.

Development, Implementation, and Review of IEPs

SCS understands the decisions regarding eligibility, goals/objectives, program, services, placement, and exit from special education shall be the decision of the IEP team, pursuant to the IEP process. Programs, services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures, and requirements of the SELPA and State and Federal law.

SCS shall be responsible for all school site implementation of the IEP. As part of this responsibility, the Charter School shall provide parents with timely reports on the student’s progress as provided in the student’s IEP at least as frequently as report cards are provided for the Charter School’s non-disabled students. The Charter School shall also provide all home-school coordination and information exchange. The Charter School shall also be responsible for providing all curriculum, classroom materials, classroom modifications, and assistive/adaptive technology.

SCS ensures all aspects of the IEP and school site implementation are maintained. SCS provides accommodations and modifications (as outlined within each individual’s IEP) in the general education environment taught by the general education teacher.

The IEP team formally reviews each student's IEP at least once a year to determine how the IEP is meeting their needs. In accordance with IDEA regulations, the IEP team will also conduct a formal review of the IEP once every three years, in which the student is reassessed and the IEP is reviewed as part of an overall comprehensive reevaluation of the student's progress.

Special Education Enrollment Process

Students with an Individual Education Program ("IEP") may, but are not required to, submit a copy of their most current IEP documentation along with other documents provided as part of enrolling. If the student/parent does not have a copy of the IEP, Sierra Charter School requests a copy from the student's prior school or school district.

Interim and Initial Placements of New Charter School Students

The Charter School shall comply with Education Code Section 56325 with regard to students transferring into the Charter School within the academic school year. In accordance with Education Code Section 56325(a)(1), for students who enroll in the Charter School from another school district within the state but outside of the SELPA with a current IEP within the same academic year, the Charter School shall provide the student with a free appropriate public education, including services comparable to those described in the previously approved IEP, in consultation with the parent, for a period not to exceed thirty (30) days, by which time the Charter School shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with federal and state law.

In accordance with Education Code Section 56325(a)(2), in the case of an individual with exceptional needs who has an IEP and transfers into the Charter School from a district-operated program under the same special education local plan area of the Charter School within the same academic year, the Charter School shall continue, without delay, to provide services comparable to those described in the existing approved IEP, unless the parent and the Charter School agree to develop, adopt, and implement a new IEP that is consistent with federal and state law.

For students transferring to the Charter School with an IEP from outside of California during the same academic year, the Charter School shall provide the student with a free appropriate public education, including services comparable to those described in the previously approved IEP in consultation with the parents, until the Charter School conducts an assessment pursuant to paragraph (1) of subsection (a) of Section 1414 of Title 20 of the United States Code, if determined to be necessary by the Charter School, and develops a new IEP, if appropriate, that is consistent with federal and state law.

Non-Public Placements/Non-Public Agencies

The Charter School shall be solely responsible for selecting, contracting with, and

overseeing all non-public schools and non-public agencies used to serve special education students.

Non-discrimination

It is understood and agreed that all children shall have access to the Charter School and no student shall be denied admission nor counseled out of the Charter School due to the nature, extent, or severity of their disability or due to the student's request for, or actual need for, special education services.

Due Process and Procedural Safeguards

Parents or guardians of students with IEPs must give written consent for the evaluation and placement of their child; are included in the decision-making process when change in placement is under consideration; and are invited, along with teachers, to all conferences and meetings to develop their child's IEP.

Any concerns or disagreements raised by parents are acknowledged by the Charter School within five days, after which a meeting between the parent and SCS is scheduled to seek resolution of the disagreement. If a disagreement or concern persists, parents or guardians have the right to initiate a due process hearing to challenge a decision regarding the identification, evaluation, or educational placement of their child.

The Charter School provides the parent with all notices of procedural safeguards as well as with information on the procedure to initiate both formal and informal dispute resolutions.

In the event a parent/guardian files a request for a due process hearing or request for mediation, SCS participates cooperatively to resolve the issues.

Parents or guardians also have the right to file a complaint with the CDE if they believe that the Charter School or SELPA has violated federal or state laws or regulations governing special education.

Special Education Instruction

Sierra Charter School complies with all state and federal laws related to the provision of special education instruction and related services, and all SELPA policies and procedures; and utilizes appropriate SELPA forms.

Students with IEPs are mainstreamed in the general education classes if appropriate. Teachers implement a wide range of accommodations and/or modifications in accordance with student IEPs. Students may receive direct Specialized Academic Instruction, Designated Instructional Services, and supplemental aids and support to meet their individual needs at SCS.

Students with IEPs, as well as EL students, have benefited from the implementation of the mastery program which allows them to be successful at their own pace. Having additional support in the form of support classes, as well as Intervention Sessions and study hall, provides additional opportunities for students to be successful.

Section 504 of the Rehabilitation Act

SCS recognizes its legal responsibility to ensure no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of SCS. A student who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment or is regarded as having such an impairment, is eligible for protections under Section 504.

A 504 team will be assembled by the Principal, or their designee, and shall include the Principal (or their administrative designee), parent/guardian, the student if needed, a qualified faculty member, and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations.

The 504 team will review the student's existing records; including academic, social and behavioral records, and is responsible for making a determination as to whether an evaluation for 504 services is appropriate. If the student has already been evaluated under the IDEA but found ineligible for special education instruction or related services under the IDEA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team, which will evaluate the nature of the student's disability and the impact upon the student's education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team may also consider the following information in its evaluation:

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- Tests and other evaluation materials include those tailored to assess specific areas of educational need, and not merely those which are designed to provide a single general intelligence quotient.
- Tests are selected and administered to ensure when a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student's aptitude or achievement level, or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual or speaking skills.

The final determination of whether the student will or will not be identified as a person with a disability is made by the 504 team in writing and notice is given in writing to the parent or guardian of the student in their primary language along with the procedural safeguards available to them. If during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education per the IDEA, a referral for

assessment under the IDEA will be made by the 504 team.

If the student is found by the 504 team to have a disability under Section 504, the 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives the free and appropriate public education ("FAPE"). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the Charter School's professional staff.

The 504 Plan shall describe the Section 504 disability and any program accommodations, modifications or services that may be necessary.

All 504 team participants, parents, guardians, teachers and any other participants in the student's education, including substitutes and tutors, must have a copy of each student's 504 Plan. The Principal, or their designee, will ensure teachers include 504 Plans with lesson plans for short-term substitutes and that the teacher reviews the 504 Plan with any long-term substitutes. A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan will be reviewed at least once per year to determine the appropriateness of the 504 Plan, needed modifications to the 504 Plan, and continued eligibility.

504 Enrollment Process

Students with a current 504 may, but are not required to, submit a copy of their most current 504 Plan along with other documents provided as part of enrolling. If the student/parent does not have a copy of the 504 Plan, Sierra Charter School requests a copy from the student's prior school or school district.

ELEMENT B: MEASURABLE PUPIL OUTCOMES

Governing Law: "The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all pupil subgroups served by the charter school, as that term is defined in subdivision (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school." Education Code Section 47605(c)(5)(B).

Local Control and Accountability Plan and Alignment of Outcomes to the Eight State Priorities

Pursuant to Education Code Sections 47605(c)(5)(A)(ii) and 47605(c)(5)(B), a reasonably comprehensive description of the Charter School's annual goals, actions and measurable outcomes, both schoolwide and for each subgroup of pupils, which address and align with the Eight State Priorities, as described in Education Code Section 52060(d), that apply for the grade levels served, can be found in the Charter School's Local Control and Accountability Plan ("LCAP"). Each of these goals addresses the unique needs of students attending the Charter School, including numerically significant student subgroups.

The metrics associated with the goals in the LCAP help the Charter School ensure specific subgroups are making satisfactory progress and are provided with necessary additional support made possible by additional funds from the Local Control Funding Formula.

The current LCAP is on file with the District and is also available on the Charter School's website. A copy of the 2024-25 LCAP is also included in the Appendix.

The current 2024-2027 LCAP goals are listed below. These goals are both for all students (schoolwide) and for all significant subgroups:

Goal 1: Professional development will be provided yearly in the areas of teacher improvement, curriculum planning and analysis, resources and support.

Goal 2: Students will be provided with more academic support through one-on-one, small and large group instruction by certificated staff to increase pupil achievement outcomes.

Goal 3: Lower suspension rates and increase student enrollment, graduation rate and attendance in a safe environment.

Each goal includes metrics used to track progress towards achieving the LCAP goal. In addition to the goals and metrics, the LCAP includes actions that align to the metrics and

thus contribute to achieving the stated goals. The Charter School monitors both the input (action) listed in the LCAP and the effectiveness of this action. For students not making sufficient progress, a variety of supports are provided as outlined in Element A of this Petition.

In order to best serve students and the Charter School's community, Sierra Charter School will continue to examine and refine the list of student outcomes over time to reflect the Charter School's mission and any changes to state standards that may support this mission.

A new statewide three-year cycle for the LCAP begins with the 2024-25 school year and continues through 2026-27. The Charter School implemented its annual engagement cycle in the 2023-24 school year to finalize the 2024-2027 LCAP, and included necessary adjustments to the LCAP goals. All LCAP goals continue to align to the Eight State Priorities as applicable to a school serving students in grades K-12.

The Charter School shall annually update and develop the LCAP in accordance with Education Code Section 47606.5 and shall use the LCAP template adopted by the State Board of Education. The Charter School reserves the right to establish additional and/or amend school-specific goals and corresponding assessments throughout the duration of the Petition through the annual LCAP update. The Charter School shall submit the LCAP to the District and FCSS annually on or before July 1, as required by Education Code Section 47604.33. The Charter School shall present a report on the annual update to the LCAP and the local control funding formula budget overview for parents on or before February 28 of each year as part of a nonconsent item at a regularly scheduled Sierra Charter School Board of Directors' meeting.

The LCAP and any revisions necessary to implement the LCAP shall not be considered a material revision to the Petition and shall be maintained by the Charter School.

ELEMENT C: METHODS OF MEASUREMENT

Governing Law: "The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card." Education Code Section 47605(c)(5)(C).

The following will be used to measure and assess student's progress in meeting the Charter School's goals. A variety of assessments and reports will be analyzed to determine whether students are making satisfactory progress.

Methods of Assessment

A. *Mandated Assessments*

As required by law, students at the Charter School participate in the CAASPP, California Science Test ("CAST"), ELPAC, the Physical Fitness Test ("PFT"), and all other mandated assessments. The Charter School complies with all State Standards and conducts the pupil assessments required pursuant to Education Code Section 60605 as well as other statewide standards authorized in statute or student assessments applicable to students in non-charter public schools.

The Charter School affirms the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on the school accountability report card ("SARC").

B. *School Accountability Report Card*

The annual SARC is developed and made available to parents and the community. This report is approved by the Sierra Charter School Governing Board on an annual basis and posted on the Charter School's website.

Summary of Methods of Measurement

The table below summarizes the methods for measuring pupil outcomes for state priorities, consistent with the way information is reported on the SARC.

Assessment	Purpose	Grade	Timeline/ Frequency	Expectation

ELPAC IA	The ELPAC IA is used to identify students as either an EL, or as fluent in English.	K-12, as prescribed	First 30 days of enrollment	Students are identified as either scoring Initially Fluent or English Learner.
ELPAC SA	The ELPAC SA is to measure how well ELs are progressing with English development in each of the four domains.	K-12, every year until reclassified as fluent English proficient	Once a year	The results are used as one criteria to determine if the student is ready to be reclassified as fluent English proficient, to help inform proper educational placement, and to report progress for accountability.
CAASPP	State criterion-based assessment in ELA	3-8, 11	Spring/ Once a year	
CAASPP	State criterion-based assessment in Math	3-8, 11	Spring/ Once a year	
CAST	State criterion-based assessment in Science	5, 8, once in high school	Spring/ Once a year	
PFT	State criterion-based assessment in Physical Fitness	5, 7, 9	Spring/ Once a year	Students demonstrate levels of health-related fitness

Internally created tests, performance tasks (presentations, papers, projects)	Measure standards mastery across all courses/subjects	K-12	Teacher and grade level determined	Students show mastery and proficiency in content knowledge.
Curriculum Based Assessments	Assess mastery of unit/lesson content	K-12	End of unit	Students show mastery and proficiency in content knowledge.
Let's Go Learn	External assessment tool	K-12	Multiple times each year	Students show growth in academic achievement.
i-Ready	State Board of Education-approved assessment for purposes of generating "verified data" measuring academic growth within each school year in ELA and math	K-12	Multiple times each year	On average, students will demonstrate one or more years of progress in ELA and math for each year of enrollment

Use and Reporting Of Data

Sierra Charter School uses Let's Go Learn to monitor and assess student's mastery of the State Standards. Each teacher is required to administer assessments in ELA and math to their students individually at the beginning of the year, or upon enrollment, and again in the Spring. The results from this online test are then viewed immediately by the teacher to determine a prescriptive plan, as well as teaching objectives. Administrators also review Let's Go Learn scores, as well as performance on other programs, to monitor total schoolwide student achievement and identify areas of need.

At the elementary level the teacher meets one-on-one with the parents/guardians to review pupil achievement data on an ongoing basis. The results are used to make specific

recommendations to each family to guide their instruction efforts to maximize educational improvements. At the middle school and high school grades, achievement data is used to drive classroom instruction and intervention strategies.

ELEMENT D: GOVERNANCE STRUCTURE

Governing Law: "The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement." Education Code Section 47605(c)(5)(D).

Nonprofit Public Benefit Corporation

While Sierra Charter School intends to continue collaborating and working cooperatively with the District, SCS operates as a separate legal entity, independent of the District. SCS operates as a duly constituted California nonprofit public benefit corporation, and is governed in accordance with applicable Corporations Code Sections and its adopted bylaws. As provided for in the Corporations Code, Sierra Charter School is governed by its Board of Directors ("Board"), whose members have a legal fiduciary responsibility for the well-being of Sierra Charter School. The Articles of Incorporation and Corporate Bylaws for Sierra Charter School are included in the Appendix.

Sierra Charter School and the Board comply with the California Public Records Act (Gov Code 7920.000 et seq.) and all Sierra Charter School officers, employees, Board Members and prospective Board Members comply with applicable conflict of interest laws, including the Political Reform Act (Gov Code 87100) and Government Code Section 1090, as set forth in Education Code Section 47604.1. The Board's adopted conflict of interest code is *available upon request.*

The Board currently meets a minimum of four times a year to review and act on its responsibilities. All Board meetings are conducted in accordance with and pursuant to the Brown Act and applicable open meeting laws, including Education Code Section 47604.1(c).

Board of Directors

Sierra Charter School is governed by the Board. The Chief Executive Officer ("CEO") of SCS currently serves as a member of the Board and recuses herself from any agenda items/votes that involve her employment relationship with the charter school. Board members are elected by vote of the majority of the members of the entire Board of Directors as described in the corporate Bylaws. Board members are selected, removed, and replaced in accordance with the corporate Bylaws. Currently the Bylaws dictate the Board shall be composed of three (3) to five (5) members, each of whom serve a term of six (6) years. Information about each current board member is in the Appendix.

In accordance with Education Code Section 47604(c), the District may appoint a representative to sit on the Board of Directors. If the District chooses to do so, the Charter School may appoint an additional member to ensure that the Board is maintained with an odd number of directors.

Upon receipt of a petition for student representation that meets the requirements of Education Code Section 47604.2(b)(2), the Board of Directors shall order the inclusion within its membership, in addition to the number of members otherwise prescribed, of at least one student member. A student member of the Board of Directors shall have preferential voting rights as defined in Education Code Section 47604.2(b)(4).

Board Duties

The Board of Directors is responsible for the operation and fiscal affairs of the Charter School including but not limited to:

- Hire, supervise, evaluate and discipline, up to and including terminate, the CEO.
- Approve all contractual agreements over $200,000.00, excluding payroll taxes, retirement and health benefits, in accordance with the current fiscal policies of the Charter School, which may be updated from time to time.
- Approve and monitor the implementation of all Board policies.
- Approve and monitor the Charter School's annual budget and budget revisions.
- Act as a fiscal agent.
- Contract with an external independent auditor to produce an annual financial audit according to generally accepted accounting practices.
- Execute all applicable responsibilities provided for in the California Corporations Code.
- Approve the schedule of Board meetings.
- Participate in the dispute resolution procedure and complaint procedures when necessary.

The Board of Directors may initiate and carry on any program or activity or may otherwise act in a manner which is not in conflict with or inconsistent with or preempted by any law and which are not in conflict with the purposes for which schools are established.

All acts or decisions of the Board of Directors are by majority vote based upon the presence of a quorum. A majority of the voting directors then in office shall constitute a quorum. Should there be less than a quorum of the directors present at any meeting, the meeting shall be adjourned.

Sierra Charter School's Board of Directors receives professional development for the purposes of training individual board members on their responsibilities with topics to include at minimum ethics, conflicts of interest, the Brown Act, and SB 740 funding for non-classroom-based charter schools.

The Chief Executive Officer

The CEO is the leader of the Charter School. The CEO reports directly to the Board and is responsible for the orderly operation of the Charter School and the supervision of all employees in the Charter School.

The CEO is assigned to perform assigned tasks directed from the Board and is required to undertake some or all of the tasks detailed below, per the position's current job description. These tasks may include but are not limited to the following:

- Ensure Sierra Charter School enacts its mission
- Oversee school finances to ensure financial stability
- Employee hiring, promotion, discipline, and/or dismissal
- Communicate and report to the Board
- Ensure compliance with all applicable state and federal laws and help secure local grants
- Take steps to secure full and regular attendance at school of the students enrolled in accordance with policies established by the Board
- Complete and submit required documents as requested or required by the Petition and/or the Board and/or the District
- Identify the staffing needs of the Charter School and offer staff development as needed
- Maintain up-to-date financial records
- Ensure appropriate evaluation techniques are used for both students and staff
- Establish and maintain a system to handle organizational tasks such as student records, teacher records, teacher credentialing information, contemporaneous attendance logs, purchasing, budgets, and timetables
- Ensure the security of the school buildings
- Promote the Charter School in the community, promote positive public relations and interact effectively with the media
- Attend District meetings as necessary and stay in direct contact with the District
- Provide all necessary financial reports as required for proper ADA reporting
- Present the annual fiscal audit to the Board and provide the audit to the District, the County Superintendent of Schools, the State Controller and the California Department of Education

Parent Involvement

Due to the nature of independent study, and a personalized learning program, parents have the opportunity to be involved in their child's daily learning. Many parents are on campus all day with their children in order for the student to take full advantage of all the activities and interventions offered. Sierra Charter School encourages and has an open invitation for parents and students to utilize the facilities and equipment (e.g. computer labs) at any time. The Charter School believes student learning is enhanced when all community stakeholders are supportive. If collective energies are focused on the student,improved student achievement will occur.

Parents also participate in school activities that engage them in the governance and direction of the Charter School. As stakeholders in such reports as the LCAP and WASC's self-study, parent input provides beneficial advice for the success of the Charter School. A parent club meets regularly to provide a forum to share ideas and strategies. Also the

annual open house encourages parents to attend and meet informally with administration and staff.

School Site Council

The Charter School currently has a School Site Council ("SSC"). The SSC meets to review and advise on Title I funding. Representatives from the students, parents, teachers and administrators participate on this committee. Sierra Charter School will attempt to recruit a parent representative of both an English Learner and a special education student to sit on the SSC. Copies of the School Site Council bylaws, agendas, and meeting minutes are *available upon request*.

English Learner Advisory Committee

When required based on total EL enrollment, SCS' English Learner Advisory Committee ("ELAC") helps school leadership evaluate programs and services for students who are EL and RFEP, including outreach practices and their efficacy in recruiting EL students. This group also focuses on the needs of English Learners and advises the Charter School on programs and services for English Language Development.

The ELAC ensures families of English Learners are represented and involved in decision-making processes, promoting an inclusive environment for all students. Parents or guardians of English Learners make up the same percentage (or more) of the ELAC membership as their children represent the student body. Parents and guardians of English Learners elect the parent members of ELAC.

ELEMENT E: EMPLOYEE QUALIFICATIONS

Governing Law: "The qualifications to be met by individuals to be employed by the charter school." Education Code Section 47605(c)(5)(E).

Assurance

In accordance with Education Code 47605(e)(1), the Charter School is and shall continue to be nonsectarian in its employment practices and all other operations. The Charter School shall not discriminate against any individual (employee or pupil) on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sex, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). All employees are expected to possess the personal characteristics, skills, knowledge and experience required by their job description as determined by the Charter School. All employees must comply with the Charter School's employee policies and procedures (to include, but not limited to, fingerprints, criminal record clearance, proof of identity, right to work in the United States, and tuberculosis screening).

Qualifications for Key Administrative Positions

All positions employed by Sierra Charter School have job descriptions that are *available upon request.* The job descriptions, and the qualifications for specific positions, are updated as needed by the Charter School and comply with legal requirements. The qualifications for SCS' key positions are included below:

- CEO
  - **Education:** Bachelor's degree from an accredited college or university.
  - **Credential:** Administrative Services Credential
  - **Experience:** Minimum of six years in an administrative or leadership position.

- Principal
  - **Education:** Bachelor's degree from an accredited college or university.
  - **Credential:** Administrative Services Credential
  - **Experience:** Minimum of three years in an administrative or leadership position.

- Business Director
  - **Education:** Bachelor's degree in accounting, business or related field with emphasis in school accounting, or equivalent relevant experience.
  - **Experience:** Six years of recent experience and training in financial management, including three years in school business management.

- Assessments and Technology Director
    - **Education:** Bachelor's degree from an accredited college or university.
    - **Experience:** Five years in a technical management position. Experience with Microsoft Office Suite.

- Program Specialist
    - **Experience:** Minimum of three years of elementary or secondary special education teaching experience.
    - **Credential:** Valid California teaching credential with authorization in special education; OR enrolled in a program to acquire a special education teaching credential.

Staff Selection Procedures

Sierra Charter School does not discriminate on the basis of gender, sex, race, ethnicity, national origin, religion, political beliefs, sexual orientation, disability, immigration status, residency and any other protected class established by state or federal law.

When a vacancy occurs, the current practice of SCS is as follows:

- Announce openings;
- Recruit applications; request resumes; and
- Interview and select candidates.

Teacher Qualifications

Pursuant to Education Code Section 47605(l)(1), teachers in the Charter School will be required to hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. These documents shall be maintained on file at the Charter School. The Board may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in accordance with all of the requirements of the applicable statutes or regulations in the same manner as a governing board of a school district. The Charter School shall have authority to request an emergency permit or a waiver from the Commission on Teacher Credentialing for individuals in the same manner as a school district.

The Charter School will retain or employ teaching staff who hold appropriate CTC teaching certificates, permits, or other documents and have experience commensurate with the applicable job specification. The Charter School will require each teacher to have the Crosscultural, Language and Academic Development ("CLAD") qualifications, or similar, required by the CTC as part of their credential. Special Education teachers will be required to hold compliant credentials in Special Education.

ELEMENT F: HEALTH AND SAFETY PROCEDURES

Governing Law: "The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following:
(i) That each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.
(ii) For all schools, the development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (K), inclusive, of paragraph (2) of subdivision (a) of Section 32282. For schools serving pupils in any of grades 7 to 12, inclusive, the development of a school safety plan shall also include the safety topic listed in subparagraph (L) of paragraph (2) of subdivision (a) of Section 32282.
(iii) That the school safety plan be reviewed and updated by March 1 of every year by the charter school."
Education Code Section 47605(c)(5)(F).

In order to provide safety for all students and staff, Sierra Charter School has adopted and implemented health and safety policies and risk management procedures at the Charter School in consultation with its insurance carriers and risk management experts. Current Sierra Charter School health and safety policies are *available upon request.*
The following is a summary of the health and safety policies of Sierra Charter School.

Procedures for Background Checks

Employees and contractors of the Charter School will be required to submit to a criminal background check and to furnish a criminal record summary as required by Education Code Sections 44237 and 45125.1. The Charter School will comply with all applicable state and federal laws regarding background checks and clearance of all personnel. All applicants for employment must submit fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law, pursuant to Education Code Sections 44830.1 and 45122.1. Volunteers or contractors who will interact with students, outside of the immediate supervision and control of the student's parent/guardian or a Charter School employee, shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee.

Suicide Prevention Policy

The Charter School shall maintain a policy on student suicide prevention in accordance with Education Code Section 215. The Charter School shall review, at minimum every fifth year, its policy on student suicide prevention and, if necessary, update its policy, Pursuant to AB 58 (2021-22). The Charter School will also review and update its suicide prevention policy by January 1, 2025, to incorporate best practices identified by the CDE's model policy, as revised.

Role of Staff as Mandated Child Abuse Reporters

All Charter School employees are mandated child abuse reporters and follow all applicable reporting laws, the same policies and procedures used by the District. The Charter School provides all employees, and other persons working on behalf of the Charter School who are mandated reporters, with annual training on child abuse detection and reporting, in accordance with Education Code Section 44691.

Drug, Alcohol, and Smoke Free Environment

Sierra Charter School functions as a drug-, alcohol- and smoke-free environment.

Tuberculosis Risk Assessment and Examination

Employees and volunteers who have frequent or prolonged contact with students, will be assessed and, if necessary, examined for tuberculosis prior to commencing employment or working with students, and for employees at least once every four years thereafter, as required by Education Code Section 49406.

Immunizations

All enrolled students are required to provide records documenting immunizations as is required at public schools pursuant to Health and Safety Code Sections 120325-120375 and Title 17, California Code of Regulations Sections 6000-6075. All rising 7th grade students must be immunized with a pertussis (whooping cough) vaccine booster.

Upon a student's admission or advancement to 6th grade, the Charter School shall submit to the student and their parent or guardian a notification that advises students to adhere to current immunization guidelines regarding human papillomavirus ("HPV") before admission or advancement to 8th grade, consistent with the requirements of Education Code Section 48980.4 and Health and Safety Code Section 120336.

Medication in School

The Charter School adheres to Education Code Section 49423 regarding administration of medication in school. The Charter School stocks and maintains the required number and type of emergency epinephrine auto-injectors onsite and provides training to employees and volunteers in the storage and use of the epinephrine auto-injector as required by Education Code Section 49414.

The Charter School shall store emergency epinephrine auto-injectors in an accessible location upon need for emergency use and include that location in annual notices required by law. To the extent the Charter School maintains a stock of albuterol inhalers to respond to respiratory distress in individuals, the Charter School shall comply with the requirements of Education Code Section 49414.7, including with respect to training,

notices, and the stocking of albuterol inhalers.

Vision, Hearing, and Scoliosis Screenings

All students are screened for vision, hearing, and scoliosis, to the same extent as would be required if the students were attending a non-charter public school pursuant to Education Code Section 49450 et seq., as applicable to the grade levels served by the Charter School. The Charter School maintains records documenting student immunizations, health examinations, and health screenings.

Emergency Preparedness/School Safety Plan

The Charter School shall adopt a School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include identification of appropriate strategies and programs that will provide or maintain a high level of school safety and address the Charter School's procedures for complying with applicable laws related to school safety, including the development of all of the following pursuant to Education Code Section 32282(a)(2)(A)-(L):

- child abuse reporting procedures
- routine and emergency disaster procedures
- policies for students who committed an act under Education Code Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
- procedures to notify teachers of dangerous students pursuant to Education Code Section 49079
- a discrimination and harassment policy consistent with Education Code Section 200
- provisions of any schoolwide dress code that prohibits students from wearing "gang-related apparel," if applicable
- procedures for safe ingress and egress of pupils, parents, and employees to and from the Charter School
- a safe and orderly environment conducive to learning
- the rules and procedures on school discipline adopted pursuant to Education Code Sections 35291, 35291.5, and 47605
- procedures for conducting tactical responses to criminal incidents
- procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the Charter School, at an activity sponsored by the Charter School, or on a school bus serving the Charter School
- a protocol in the event a pupil is suffering or is reasonably believed to be suffering from an opioid overdose

The School Safety Plan shall be drafted specifically to the needs of the facility in conjunction with law enforcement and the Fire Marshal. Staff shall receive training in emergency response, including appropriate "first responder" training or its equivalent.

Disaster procedures included in the School Safety Plan shall address and include adaptations for students with disabilities, in compliance with ADA requirements. To the extent an employee, parent/guardian, educational rights holder, or student brings concerns regarding the procedures to the Principal and, if there is merit to the concern, the Principal shall direct the School Safety Plan to be modified accordingly.

Bloodborne Pathogens

The Charter School meets state and federal standards for dealing with bloodborne pathogens and other potentially infectious materials in the workplace. The Board has established a written "Exposure Control Plan" designed to protect employees and students from possible infection due to contact with bloodborne viruses, including human immunodeficiency virus ("HIV") and hepatitis B virus ("HBV").

Whenever exposed to blood or other body fluids through injury or accident, students and staff follow the latest medical protocol for disinfecting procedures.

The Charter School ensures all staff members receive annual training on the Charter School's health, safety, and emergency procedures, including but not limited to training on bloodborne pathogens.

Comprehensive Anti-Discrimination and Harassment Policies and Procedures

The Charter School is committed to providing a school environment free from discrimination and sexual harassment, as well as any harassment based upon the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance or regulation. The Charter School has adopted comprehensive policies to prevent and immediately remediate any concerns about discrimination or harassment at the Charter School (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with the Charter School's anti-discrimination and anti-harassment policies. All supervisors are required to participate in regular training detailing their legal responsibilities.

A copy of these policies shall be provided as part of any orientation program conducted for new and continuing students at the beginning of each quarter, semester, or summer session, as applicable, and to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or at the time that there is a new employee hired. The Charter School's sexual harassment policy is *available upon request.*

The Charter School shall create a poster that notifies students of the applicable policy on sexual harassment in accordance with Education Code Section 231.6, and shall prominently and conspicuously display the poster in each bathroom and locker room at the schoolsite and in public areas at the schoolsite that are accessible to, and commonly frequented by, pupils.

California Healthy Youth Act

The Charter School shall teach sexual health education and HIV prevention education to students in grades 7-12, at least once in middle school and at least once in high school, pursuant to the California Healthy Youth Act (Education Code Section 51930, *et seq.*).

Mental Health Education

If the Charter School offers one or more courses in health education to students in middle or high school, the Charter School shall include in those courses instruction in mental health that meets the requirements of Education Code Section 51925, *et seq.*

Diabetes

The Charter School shall make type 1 diabetes informational materials accessible to the parent or guardian of a pupil when the pupil is first enrolled in elementary school.

The Charter School provides an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet includes, but is not limited to, all of the following:

1. A description of type 2 diabetes.

2. A description of the risk factors and warning signs associated with type 2 diabetes.

3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.

4. A description of treatments and prevention methods of type 2 diabetes.

5. A description of the different types of diabetes screening tests available.

Facility Safety

The Charter School complies with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code, including provisions for seismic safety. The Charter School's facilities comply with all applicable state building codes, federal Americans with Disabilities Act ("ADA") access requirements, and other applicable fire, health and

structural safety requirements. The Charter School maintains records documenting said compliance, and maintains on file a copy of all facility inspection records.

The Charter School holds fire inspections to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The Charter School shall conduct fire drills as required under Education Code Sections 32001.

Prevention of Human Trafficking

The Charter School shall identify and implement the most appropriate methods of informing parents and guardians of students in grades 6 through 12 of human trafficking prevention resources.

Mental Health Information

The Charter School has created and posted a poster at the schoolsite identifying approaches and resources addressing student mental health in compliance with Education Code Section 49428.5. The poster is displayed in English and the primary language(s) spoken by 15 percent or more of students enrolled at the schoolsite. The poster is prominently and conspicuously displayed in appropriate public areas that are accessible to, and commonly frequented by, students at the schoolsite. The poster is digitized and distributed online to students through social media, internet websites, portals, and learning platforms at the beginning of each school year.

Bullying Prevention

The Charter School shall adopt procedures for preventing acts of bullying, including cyberbullying. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code Section 32283.5(a) to certificated school site employees and all other school site employees who have regular interaction with children.

Gun Safety Notice

Each year at the beginning of the first semester the Charter School shall distribute a notice to the parents/guardians of each student addressing California's child gun access prevention laws and laws related to firearm safety utilizing the most updated model language published by the CDE.

Homicide Threats

The Charter School shall comply with all requirements under Education Code Sections 49390-49395 regarding mandatory reporting in response to homicidal threats. All employees and Board members who are alerted to or who observe any threat or perceived threat in writing or through an action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a

school activity shall make a report to law enforcement.

Workplace Violence Prevention Plan

The Charter School has established, implemented, and maintains, at all times in all work areas, an effective workplace violence prevention plan consistent with the requirements of Labor Code Section 6401.9.

Menstrual Products

The Charter School shall stock the restrooms at all times with an adequate supply of menstrual products, available and accessible, free of cost, in all women's restrooms and all-gender restrooms, and in at least one men's restroom. The Charter School shall post a notice regarding the requirements of Education Code Section 35292.6 in a prominent and conspicuous location in every restroom required to stock menstrual products, as specified. This notice shall include the text of Education Code Section 35292.6 and contact information, including an email address and telephone number, for a designated individual responsible for maintaining the requisite supply of menstrual products. These products are also available in the nurse's office at the Charter School.

Supporting LGBTQ Students

Commencing with the 2025-26 school year and ending with completion of the 2029-30 school year, the Charter School shall use an online training delivery platform and curriculum to provide at least 1 hour of required LGBTQ cultural competency training annually to teachers and other certificated employees and maintain records of such training as required by Education Code Section 218.3.

School Meals

As applicable, SCS shall provide breakfast and lunch free of charge during each school day to any pupil who requests a meal without consideration of the pupil's eligibility for a federally funded free or reduced-price meal, with a maximum of one free meal for each meal service period. The meals provided under this paragraph shall be nutritionally adequate meals that qualify for federal reimbursement. The Charter School shall provide each student adequate time to eat as determined by the Charter School in consideration of available guidance.

All Gender Restrooms

On or before July 1, 2026, the Charter School shall provide and maintain at least one all-gender restroom for voluntary student use at each of its schoolsites that has more than one female restroom and more than one male restroom designated exclusively for student use as required under Education Code Section 35292.5(b). The restroom shall have signage identifying the bathroom as being open to all genders, it shall remain unlocked, unobstructed, and easily accessible by any student, and be available during school hours

and school functions when students are present. The Charter School shall designate a staff member to serve as a point of contact and to post a notice regarding these requirements.

Pregnant And Parenting Students

The Charter School shall provide an annual notice to students about their rights regarding pregnancy or when parenting in compliance with Education Code Sections 222.5 and 46015.

SAFETY Act

Pursuant to AB 1955 (2024), employees of the Charter School shall not be required to disclose any information related to a pupil's LGBTQ+ identity to any other person without the pupil's consent unless otherwise required by state or federal law. This provision shall not limit a parent's ability to request school records on behalf of their child.

Transportation Services

Effective July 1, 2025, the Charter School shall comply with the requirements of Education Code Section 39875(c), if applicable, relating to background checks and testing for individuals providing transportation services for students.

ELEMENT G: STUDENT POPULATION BALANCE

Governing Law: "The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. Upon renewal, for a charter school not deemed to be a local educational agency for purposes of special education pursuant to Section 47641, the chartering authority may consider the effect of school placements made by the chartering authority in providing a free and appropriate public education as required by the federal Individuals with Disabilities Education Act (Public Law 101-476), on the balance of pupils with disabilities at the charter school." Education Code Section 47605(c)(5)(G).

Sierra Charter School is open to all students. The goal of Sierra Charter School is to implement a recruitment strategy in the community in an attempt to achieve a balance among the student population which reflects the diversity of racial and ethnic students, special education students, and ELs, including redesignated ELs, found in the general population residing in the territorial jurisdiction of the District.

This is accomplished through an open enrollment policy and active recruitment activities. Recruitment and outreach includes but is not limited to the following:

- Word of mouth from existing students and parents
- Open house for new families, the community and any other interested persons
- Networking with other existing charters and non-charter schools
- Former students and staff
- SCS counselor networking with other counselors throughout Fresno County

ELEMENT H: ADMISSION POLICIES AND PROCEDURES

Governing Law: "Admission policies and procedures, consistent with [Education Code Section 47605] subdivision (e)." Education Code Section 47605(c)(5)(H).

Legal Assurances

The Charter School will be non-sectarian in its programs, admission policies, and all other operations and will not charge tuition. The Charter School will admit all students residing in Fresno County or one of its contiguous counties (Madera, Merced, San Benito, Monterey, Inyo, Tulare, Kings) who wish to attend the Charter School. The Charter School will comply with all laws establishing minimum and maximum age for public school attendance in charter schools.

Admission eligibility will not be determined by the place of residence of a student or the student's parent/guardian within the state, except in the case of a public random drawing, unless required by Education Code Section 51747.3. If the number of students who wish to attend The Charter School exceeds the Charter School's capacity, admission to The Charter School, except for existing students, shall be determined by public random drawing in accordance with the admission preferences specified below.

There shall be no admission testing or other evaluation required of any applicant. The Charter School shall not charge an application fee, nor shall it charge tuition. The Charter School will not require any monetary or other contribution as a condition for application, admission, enrollment, or participation in any of the Charter School's required educational activities. In accordance with Education Code Sections 49011 and 47605(e)(2)(B)(iv), admission preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

The Charter School shall not discriminate against any student on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics).

In accordance with Education Code Section 47605(e)(4)(A), the Charter School shall not discourage a student from enrolling or seeking to enroll in the Charter School for any reason, including, but not limited to, academic performance of the student or because the student exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), including students with disabilities, academically low-achieving students, ELs, neglected or delinquent students, homeless students, or students who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or students based on nationality, race, ethnicity, or sexual orientation. Similarly, in accordance with Section 47605(e)(4)(C), the Charter School shall not encourage a student currently attending the Charter School to disenroll from the

Charter School or transfer to another school for any reason, including, but not limited to the academic performance of the student or because the student exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), as listed above.

The Charter School may request, at the time of, and as part of, conducting its lottery process, the provision of information necessary to apply specific admission preferences set forth in this Petition.

The Charter School shall not request or require submission of a student's IEP, 504 Plan, or any other record or related information prior to admission or enrollment, participation in any admission or attendance lottery, or pre-enrollment process, or as a condition of admission or enrollment.

Pursuant to Education Code Section 47605(e)(4)(D), the Charter School shall post a notice developed by the CDE on the Charter School's website, outlining the requirements of Section 47605(e)(4), and make this notice available to parents.

Homeless and Foster Youth

The Charter School shall adhere to the provisions of the McKinney-Vento Homeless Assistance Act and ensure each child of a homeless individual and each homeless youth has equal access to the same free, appropriate public education as provided to other children and youths. The Charter School shall provide specific information, in its outreach materials, websites, at community meetings, open forums, and regional center meetings that notifies parents that The Charter School is open to enroll and provide services for all students. The Charter School shall comply with all applicable provisions of Education Code Sections 48850 – 48859.

Family Educational Rights and Privacy Act

SCS, including its employees and officers, shall comply with FERPA and Education Code section 49060 *et seq.* at all times.

Enrollment

The application process consists of the following two steps.

1. Completion of an application that includes:
    - Student and Parent/Guardian contact information
    - Information to establish if the applicant qualifies for one or more admission preferences

2. After being offered admission, completion of an enrollment packet[2], which includes the following information:
    - Proof of age
    - Proof of Residency
    - Proof of Immunization
    - Home Language Surveys
    - Read & sign Student Internet Policy
    - Read & sign Student Cell Phone Policy
    - Free and Reduced Price Meal Application
    - Housing Questionnaire
    - Completion of Emergency Medical Information
    - Execution of a Master Agreement
    - View Student/Parent Handbook on the Charter School's website

3. Prior to the first day of attendance at SCS, the following must be provided:
    - Withdrawal form from current school (if applicable)

Public Random Drawing

Applications are accepted for new students during an open enrollment period each summer for admission in the following school year. Following the open enrollment period each year, applications are counted to determine whether any grade level has received more applications than capacity. In the event this happens, the Charter School will hold a public random drawing ("lottery") to determine enrollment for the impacted grade levels. Existing students enrolled in Sierra Charter School are exempt from the public random lottery.

Admission preferences in the case of a public random drawing shall be in the following order:

1. Siblings of existing students and children of teaching staff
2. District residents
3. All other applicants

In the event a lottery is necessary, the lottery will be held in a public setting. Public notice will be posted with the date and time of the lottery. Public notice for the lottery will be distributed to families who have submitted applications and will be posted at the Charter School and on the Charter School's website. Additionally, the date, time, and location of the lottery will be stated in the application and marketing materials. The lottery will take place at the Charter School. The lottery will be held after school hours or in the evening. There is no requirement to attend the lottery to be accepted at SCS through the lottery.

The lottery will be conducted by the Principal, or by their designee. Representatives from

[2] In accordance with Education Code Section 47605(e)(4)(B), the Charter School shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to the Charter School before enrollment.

FUSD may attend the public random drawing, as may any member of the public, to observe the fairness and transparency of the lottery process.

Lottery spaces are drawn in order of grade level by the designated lottery official. Grade levels are drawn in ascending order, starting with the lowest applicable grade level. Once a grade level is drawn to capacity, applications continue to be drawn for positions on a waitlist.

There is no weighted priority assigned to the preference categories; rather, within each grade level, students will be drawn from pools beginning with all applicants who qualify for the first preference category and shall continue with that preference category until all vacancies within that grade level have been filled. If there are more students in a preference category than there are spaces available, a random drawing will be held from within that preference category until all available spaces are filled. If all students from the preference category have been selected and there are remaining spaces available in that grade level, students from the second preference category will be drawn in the lottery, and the drawing shall continue until all spaces are filled and preference categories are exhausted in the order provided above.

Parents are informed of lottery results in writing following the lottery. Each student offered admission is required to complete an enrollment packet in a timely manner. Failure to submit the packet may result in the student being placed on the waitlist if capacity is reached.

At the conclusion of the public random drawing, all students who were not granted admission due to capacity are put on a wait list according to their draw in the lottery. This wait list allows students the option of enrollment in the case of an opening during the school year.

ELEMENT I: ANNUAL INDEPENDENT FINANCIAL AUDITS

Governing Law: "The manner in which annual, independent, financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority." Education Code Section 47605(c)(5)(I).

An annual independent fiscal audit of the books and records of Sierra Charter School is conducted as required under Charter Schools Act, section 47605(b)(5)(I) and 47605(m). The books and records of Sierra Charter School are kept in accordance with generally accepted accounting principles, and as required by applicable law and the audit employs generally accepted accounting procedures. The audit is conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's Guide.

The Charter School Board will select an independent auditor. The auditor has, at a minimum, a CPA and educational institution audit experience and is approved by the State Controller on its published list as an educational audit provider. To the extent required under applicable federal law, the audit scope is expanded to include items and processes specified in applicable Office of Management and Budget Circulars.

It is anticipated that the annual audit is completed within six months of the close of the fiscal year and that a copy of the auditor's findings is forwarded to the District, the County Superintendent of Schools, the State Controller, and to the CDE by the 15th of December of each year, or by the required date. SCS reviews any audit exceptions or deficiencies and reports to Sierra Charter Schools' Board of Directors with recommendations on how to resolve them. The Principal, or Business Director, submits a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District along with an anticipated timeline for the same. Any disputes regarding the resolution of audit exceptions and deficiencies are referred to the dispute resolution process referenced in Element N of this Petition, unless the District identifies a different procedure in writing.

The independent fiscal audit of Sierra Charter School is a public record to be provided to the public upon request.

ELEMENT J: SUSPENSION AND EXPULSION PROCEDURES

Governing Law: "The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that are consistent with all of the following:

(i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.

(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:

(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.

(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.

(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a homeless child or youth, or a foster child or youth, in the native language of the homeless or foster child's educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child's attorney and county social worker. If the pupil is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker or, if applicable, county social worker initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).

(iv) A foster child's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and

other documents and related information."
Education Code Section 47605(c)(5)(J)

Pupil Suspension and Expulsion Policy

In adopting Sierra Charter School's Suspension and Expulsion Policy ("Policy") the Charter School has reviewed *Education Code Section 48900 et seq.* which describes the offenses for which pupils at non charter public schools may be suspended or expelled and the procedures governing those suspensions and expulsions in order to establish the Charter School's list of offenses and procedures for suspensions and expulsions, and involuntary removal. The language that follows is largely consistent with the language of Education Code Section 48900 *et seq.* and the Policy protects the due process rights of pupils during the suspension and expulsion process, and, as applicable, the legal rights of students with disabilities under the IDEA and Section 504.

This Policy has been established in order to promote learning and protect the safety and well-being of all pupils at the Charter School. When the Policy is violated, it may be necessary to suspend or expel a pupil from coming onto the Charter School's campus or attending synchronous classes virtually.

This Policy shall serve as Sierra Charter School's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the Petition so long as the amendments comport with legal requirements.

Staff shall enforce disciplinary rules and procedures fairly and consistently among all pupils. This Policy is included as part of the Student Handbook and will clearly describe discipline expectations.

Corporal punishment shall not be used as a disciplinary measure against any pupil. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a pupil. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, pupils, staff or other persons or to prevent damage to school property.

Sierra Charter School administration shall ensure pupils and their parents/guardians[3] are notified in writing upon enrollment of all discipline policies and procedures. The notice shall state the Policy is available on request at the Charter School's office.

[3] The Charter School shall ensure that a homeless child or youth's educational rights holder; a foster child or youth's educational rights holder, attorney, and county social worker; and an Indian child's tribal social worker and, if applicable, county social worker have the same rights as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, involuntary removal notice, and other documents and related information. For purposes of this Policy and its procedures, the term "parent/guardian" shall include these parties.

With the exception of homework during suspension, outlined below, suspended or expelled pupils are excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the IDEA or who is qualified for services under Section 504 is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education students except when federal and state law mandates additional or different procedures. The Charter School follows Section 504, the IDEA, and all applicable federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in accordance with due process to such students. Sierra Charter School shall notify the District of the suspension of any student identified under the IDEA (or for whom there may be a basis of knowledge of the same) or as a student with a disability under Section 504.

No student shall be involuntarily removed by the Charter School for any reason unless the parent/guardian of the student has been provided written notice of intent to remove the student no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent/guardian and shall inform the student, and the student's parent/guardian of the basis for which the student is being involuntarily removed, and the student's parent/guardian's right to request a hearing to challenge the involuntary removal. If a student's parent/guardian requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent/guardian requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below. Students may be involuntarily removed for reasons including, but not limited to, failure to comply with the terms of the student's independent study Master Agreement pursuant to Education Code Section 51747(c)(4).

Grounds for Suspension and Expulsion of Students

A pupil may be suspended or expelled for prohibited misconduct if the act is related to school activity occurring at the Charter School or at a school sponsored event at any time including but not limited to:

a) while on school grounds;
b) while going to or coming from school;
c) during the lunch period, whether on or off the school campus;
d) during, going to, or coming from a school-sponsored activity.

Enumerated Offenses

Discretionary Suspension Offenses: Students may be suspended when it is determined the student:

a. Caused, attempted to cause, or threatened to cause physical injury to another person.
b. Willfully used force of violence upon the person of another, except self-defense.
c. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
d. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
e. Committed or attempted to commit robbery or extortion.
f. Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
g. Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
h. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student.
i. Committed an obscene act or engaged in habitual profanity or vulgarity.
j. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
k. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
l. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
m. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
n. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
o. Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or pre-initiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.

p. Made terroristic threats against school officials and/or school property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family's safety, or for the protection of school property, or the personal property of the person threatened or their immediate family.
q. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
r. Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
s. Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
t. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
    a. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
        i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
        ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
        iii. Causing a reasonable student to experience substantial interference with their academic performance.

iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

b. “Electronic Act” means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
   i. A message, text, sound, video, or image.
   ii. A post on a social network Internet Web site including, but not limited to:
      1. Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
      2. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
      3. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
   iii. An act of cyber sexual bullying.
      1. For purposes of this policy, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
      2. For purposes of this policy, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

c. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

u. A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivisions (a) and (b).
v. Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.

Non-Discretionary Suspension Offenses: Students MUST be suspended and recommended for expulsion when it is determined the pupil:

a. Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.
b. Brandished a knife at another person.
c. Unlawfully sold a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code.
d. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4

Discretionary Expellable Offenses: Students may be recommended for expulsion when it is determined the student:

a. Caused, attempted to cause, or threatened to cause physical injury to another person.
b. Willfully used force of violence upon the person of another, except self-defense.
c. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
d. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
e. Committed or attempted to commit robbery or extortion.
f. Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.

g. Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
h. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student.
i. Committed an obscene act or engaged in habitual profanity or vulgarity.
j. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
k. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
l. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
m. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
n. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
o. Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or pre-initiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
p. Made terroristic threats against school officials and/or school property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family's safety, or for the protection of school property, or the personal property of the person threatened or their immediate family.
q. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

r. Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
s. Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
t. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
    a. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
        i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
        ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
        iii. Causing a reasonable student to experience substantial interference with their academic performance.
        iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
    b. "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
        iv. A message, text, sound, video, or image.
        v. A post on a social network Internet Web site including, but not limited to:
            1. Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
            2. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another

student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.

3. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.

vi. An act of cyber sexual bullying.

1. For purposes of this policy, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
2. For purposes of this policy, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

c. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

u. A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivisions (a) and (b).

v. Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee’s concurrence.

Non-Discretionary Expellable Offenses: Students must be recommended for expulsion when it is determined pursuant to the procedures below that the student:

a. Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal’s or designee’s concurrence.
b. Brandished a knife at another person

c. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, *et seq.*
d. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

If it is determined by the Administrative Panel and/or Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or destructive device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the student shall be provided due process rights of notice and a hearing as required in this policy.

The Charter School will use the following definitions:

- The term “firearm” means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

- The term “destructive device” means any explosive, incendiary, or poison gas, including but not limited to: (A) bomb; (B) grenade; (C) rocket having a propellant charge of more than four ounces; (D) missile having an explosive or incendiary charge of more than one-quarter ounce; (E) mine; or (F) device similar to any of the devices described in the preceding clauses.

- The term “knife” means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.

Suspension Procedure

Suspensions are initiated according to the following procedures:

Conference

1. Suspensions are preceded, if possible, by a conference conducted by the Principal, or their designee, with the pupil and their parent(s) and, whenever practical, the teacher, supervisor or school employee who referred the pupil for the suspension. The conference may be omitted if the Principal, or designee, determines an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of pupils or school personnel.

If a pupil is suspended without this conference, both the parent/guardian and pupil are notified of the pupil's right to return to school for the purpose of a conference.
2. At the conference, the pupil is informed of the reason for the disciplinary action and the evidence against him or her and is given the opportunity to present their version and evidence in their defense.
3. This conference is held within two school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization.
4. No penalties are imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with school officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

Notice to Parents/Guardians

1. At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the suspended pupil's parent/guardian by telephone or in person. Whenever a pupil is suspended, the parent/guardian is notified in writing of the suspension and the date of the pupil's return to school following suspension. This notice shall state the specific offense committed by the pupil. In addition, the notice may also state the date and time when the pupil may return to school. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

Suspension Time Limits/Recommendation for Placement/Expulsion

1. Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension.
2. If the Charter School is considering an extension of the suspension pending a recommendation for expulsion, the pupil and the pupil's parent/guardian, or representative, are invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. This determination is made by the Principal, or designee, upon either of the following determinations: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing.

Homework Assignments During Suspension

1. In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

2. In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

Authority to Expel

As required by Education Code Section 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled either by the neutral and impartial Board following a hearing before it or by the Board upon the recommendation of a neutral and impartial Administrative Panel, to be assigned by the Board as needed. The Administrative Panel shall consist of at least three (3) members who are neither a teacher of the student or a member of the Charter School Board of Directors. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the Board shall make the final determination.

Expulsion Procedures

Pupils recommended for expulsion are entitled to a hearing to determine whether the pupil should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Principal, or designee, determines that the pupil has committed an expellable offense.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session unless the pupil makes a written request for a public hearing three (3) days prior to the hearing.

Written notice of the hearing shall be forwarded to the pupil and the pupil's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;

4. Notification of the student's or parent/guardian's obligation to provide information about the pupil's status at the Charter School to any other school district or school to which the student seeks enrollment;
5. An explanation of the opportunity for the pupil or the pupil's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. An explanation of the right to inspect and obtain copies of all documents to be used at the hearing;
7. An explanation of the opportunity to confront and question all witnesses who testify at the hearing;
8. An explanation of the opportunity to question all evidence presented and to present oral and documentary evidence on the pupil's behalf including witnesses.

Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

The Board or Administrative Panel may, upon a finding of good cause, determine the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations which shall be examined only by the Board or Administrative Panel. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil recommended for expulsion.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of their right to (a) receive five days notice of their scheduled testimony, (b) have up to two (2) adult support persons of their choosing present in the hearing at the time they testify, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. The Charter School must also provide the witness a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the person or panel conducting the hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.
4. The person conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The person conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours they are normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the

presiding person finds is disrupting the hearing. The person conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.

7. If one or both of the support persons is also a witness, the Charter School must present evidence that the support person's (or persons') presence is both desired by the witness and will be helpful to the Charter School. The person presiding over the hearing shall permit the support person to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising their discretion to remove a person from the hearing whom they believe is prompting, swaying, or influencing the witness.
8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the hearing room during that testimony.
9. For charges involving sexual assault or battery, if the hearing is to be conducted in the public at the request of the pupil being expelled, the complaining witness shall have the right to have their testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete record of the proceedings can be made.

Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel

to expel must be supported by substantial evidence that the student committed an expellable offense.

Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay and sworn declarations may be admitted as testimony from witnesses of whom the Board, or Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined above, a complaining witness shall have the right to have their testimony heard in a session closed to the public.

Expulsion Decision

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board, which will make a final determination regarding the expulsion. The Board shall make the final determination regarding the expulsion within ten (10) school days following the conclusion of the hearing. The decision of the Board is final.

If the Administrative Panel decides not to recommend expulsion, or the Board ultimately decides not to expel, the student shall immediately be returned to their previous educational program.

Written Notice to Expel

The Principal, or designee, following a decision of the Board to expel shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the pupil or parent/guardian. This notice shall also include the following:

1. Notice of the specific offense committed by the pupil.
2. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.

The Principal, or designee, shall send a copy of the written notice of the decision to expel to the District.

This notice shall include the following:

a) The pupil’s name
b) The specific expellable offense committed by the pupil

Additionally, in accordance with Education Code Section 47605(e)(3), upon expulsion of any pupil, Sierra Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information.

Disciplinary Records

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the District upon request.

No Right to Appeal

The pupil shall have no right of appeal from expulsion from Sierra Charter School as the Board's decision to expel shall be final.

Expelled Pupils/Alternative Education

Students who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within Fresno County or their school district of residence. The Charter School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

Rehabilitation Plans

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one (1) year from the date of expulsion when the pupil may reapply to the Charter School for readmission.

Readmission or Admission of Previously Expelled Student

The decision to readmit a student after the end of the student's expulsion term, or to admit a previously expelled student from another school district or charter school, shall be in the sole discretion of the Board following a meeting with the Principal, or designee, and the pupil and pupil's parent/guardian to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Principal or designee shall make a recommendation to the Board following the meeting regarding the determination of the Principal, or designee. The pupil's readmission is also contingent upon the Charter School's capacity at the time the pupil seeks readmission or admission to the Charter School.

Notice to Teachers

The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

Involuntary Removal for Unexcused Absences

In accordance with Education Code Section 51747 and the Charter School's Board policy on independent study, after 3 missed assignments, an evaluation is held to determine whether it is in the best interest of the student to remain in independent study. If it is determined that it is not in the student's best interest to remain in independent study, the Charter School may involuntarily remove the student after the Charter School follows the requirements of the Missed Assignment Policy and only after providing notice and an opportunity for a parent, guardian, educational rights holder to request a hearing prior to any involuntary removal as forth herein. Students who are involuntarily removed shall be given a rehabilitation plan and shall be subject to the readmission procedures set forth herein.

Special Procedures for the Consideration of Suspension and Expulsion or Involuntary Removal of Students with Disabilities

Notification of SELPA

The Charter School shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student that the Charter School or the SELPA would be deemed to have knowledge that the student had a disability.

Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan, and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent/guardian, and relevant members of the IEP/504

Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parent/guardian to determine:

- If the conduct in question was caused by or had a direct and substantial relationship to the child's disability; or
- If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent/guardian, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent/guardian, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- If a behavioral intervention plan has been developed, review the behavioral intervention plan. If the child already has such a behavioral intervention plan, modify it, as necessary, to address the behavior; and
- Return the child to the placement from which the child was removed, unless the parent/guardian and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent/guardian, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

Due Process Appeals

The parent/guardian of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent/guardian or the Charter School,

the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent/guardian and the Charter School agree otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian, or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Principal or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;
- Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the Charter School's disciplinary procedures may assert the

procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- The parent has requested an evaluation of the child.
- The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent/guardian has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

ELEMENT K: STAFF RETIREMENT SYSTEMS

Governing Law: "The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security." Education Code Section 47605(c)(5)(K).

The Charter School's eligible credentialed staff contributes to the State Teachers' Retirement System ("STRS"). The Charter School is responsible for ensuring the appropriate arrangements for STRS coverage have been made and that reports are forwarded to the Fresno County Office of Education.

Non-certificated instructional support staff currently pays into the federal Social Security System and an optional 403(b).

Sierra Charter School informs all applicants for positions within Sierra Charter School of the retirement system options for employees of Sierra Charter School. Credentialed staff currently may also pay into an optional 403(b) but there is no current employer contribution for credentialed staff.

ELEMENT L: PUBLIC SCHOOL ATTENDANCE ALTERNATIVES

Governing Law: "The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools. Education Code Section 47605(c)(5)(L)."

Enrollment at Sierra Charter School is entirely voluntary. Students who reside within the District who choose not to attend Sierra Charter School may attend their school of residence according to District policy or at another school district or school within the District through the District's intra and inter-district policies. Parents and guardians of each student enrolled in Sierra Charter are informed on admissions forms that the students have no right to admission in a particular school of any local education agency as a consequence of enrollment in Sierra Charter School, except to the extent that such a right is extended by the local education agency.

ELEMENT M: EMPLOYEE RETURN RIGHTS

Governing Law: "The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school." Education Code Section 47605(c)(5)(M)

No public school district employee shall be required to work at the Charter School. Fresno Unified School District teachers and any other FUSD employees do not have any automatic or special employment rights with respect to Sierra Charter School, nor do Sierra Charter School employees have any automatic or special employment rights in FUSD. Any FUSD teacher or other employee who leaves the employment of FUSD to accept employment with Sierra Charter School will not have any automatic right to return to the District, other than those rights granted by the District.

All employees of the Charter School are considered the exclusive employees of the Charter School and are not employees of the District, unless otherwise mutually agreed in writing. Employment by the Charter School provides no rights of employment at any other entity, including any rights in the case of the closure of the Charter School.

ELEMENT N: DISPUTE RESOLUTION

Governing Law: "The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter." Education Code Section 47605(c)(5)(N).

The Charter School and the District will be encouraged to attempt to resolve any disputes amicably and reasonably without resorting to formal procedures. Should a conflict or dispute arise between the District and the Charter School, the parties will endeavor to resolve the conflict or dispute through negotiations between each party's designated representative(s). The Charter School and the District agree to first frame the issue in a written format ("dispute statement") and to refer the issue to the District Superintendent and the Charter School CEO, or their respective designees. If the negotiations do not result in a resolution of the matter, then the parties may agree to resolve the dispute utilizing mediation prior to resorting to other legal remedies.

Notwithstanding anything in this Petition to the contrary, participation in any dispute resolution procedure is entirely voluntary for the District to the extent the District is carrying out its oversight responsibilities, up to and including revocation. Disputes related to revocation of the Petition or acts or omissions of the Charter School that constitute grounds for revocation shall be handled pursuant to Education Code Section 47607.

The Board has adopted policies and processes for airing and resolving internal disputes, including disputes arising under this Petition. The governing board of the District agrees to refer all complaints regarding the Charter School's operations not related to a possible violation of the charter or law to SCS for resolution in accordance with the Charter School's adopted policies. Parents, students, board members, volunteers, and staff at SCS will be provided with a copy of the school's "Student/Parent Handbook," detailing policies and the dispute resolution process.

Uniform Complaint Policy and Internal Complaints

The Board has an updated Uniform Complaint Policy and procedure. This policy contains rules and instructions about the filing, investigation and resolution of a Uniform Complaint Procedures ("UCP") complaint regarding an alleged violation by SCS of enumerated federal or state laws or regulations governing educational programs.

Complaints not subject to the UCP are processed through SCS' general complaint procedures or Title IX policy, as applicable.

All such internal policies are available upon request.

ELEMENT O: PROCEDURES FOR SCHOOL CLOSURE

Governing Law: "The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records." Education Code Section 47605(c)(5)(O)

School Closure Procedures

The following are closing procedures that abide by Education Code Section 47605(c)(5)(O), should Sierra Charter School close for any reason. The decision to close Sierra Charter School will be documented in a closure action taken by the Board. The closure action shall be deemed to have been automatically made when any of the following occurs: the Petition is revoked or not renewed by the FUSD Board of Education and all appeals are exhausted by the Charter School; or the Board votes to close Sierra Charter School. In the event of such a closure action, the following steps are to be implemented:

1. Closure of Sierra Charter School will be documented by official action of the Board. The action will identify the reason for closure. The official action will also identify an entity and person or persons responsible for closure-related activities.

2. The Charter School will promptly issue written notification by registered mail to parents/guardians and students of Sierra Charter School, the District, the Fresno County Office of Education, the SELPA, the retirement systems in which the Charter School's employees participate (e.g., State Teachers' Retirement System, and federal social security), and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the pupils' school districts of residence; and the manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.

    a. Sierra Charter School will ensure the written notification to the parents/guardians and students of Sierra Charter School of the closure provides information to assist parents/guardians and students in locating suitable alternative programs. The written notification will also include information on assistance in transferring each student to another appropriate school, and a process for the transfer of all student records.

4. Sierra Charter School will also develop a list of pupils in each grade level and the classes they have completed, together with information on the pupils' districts of residence, which they will provide to the entity responsible for closure-related activities.

5. Sierra Charter School shall provide written notification to FUSD of the list of returning students and their home schools, to be made promptly upon the closure action.

6. Sierra Charter School shall allow the District access, inspection and copying of all school records, including financial and attendance records, upon written request by FUSD.

7. As applicable, Sierra Charter School will provide parents/guardians, students and the District with copies of all appropriate student records, including grade reports, discipline records, immunization records, completed coursework, and credits that meet graduation requirements, and will otherwise assist students in transferring to their next school. The process for transferring student records to the receiving schools shall be in accordance with FUSD procedures for students moving from one school to another. Sierra Charter School shall transfer student records to the receiving schools, within seven calendar days from when the receiving school requests them from the Charter School. Records of students who have not notified Sierra Charter School in writing of a receiving school will be provided to the student's district of residence based on the student's last known address. All transfers of student records will be made in compliance with FERPA.

8. Sierra Charter School will ask the District to store and maintain original records of Sierra Charter School students. All records of Sierra Charter School shall be transferred to the District upon Sierra Charter School's closure. If the District will not or cannot store the records, Sierra Charter School shall work with the Fresno County Office of Education to determine a suitable alternative location for storage.

9. All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

10. As soon as reasonably practical, Sierra Charter School will prepare final financial records. Sierra Charter School will also have an independent audit completed within six months after Sierra Charter School's closure. Sierra Charter School will pay for the final audit. This final audit can also function as the annual audit. The audit will be prepared by a qualified Certified Public Accountant selected by Sierra Charter School. The audit will be conducted using Generally Accepted Accounting Principles. The audit will be provided to the District promptly upon its completion. The final audit will include 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 Sierra Charter School.

11. Sierra Charter School will complete and file any annual reports required pursuant to Education Code Section 47604.33.

12. On closure of Sierra Charter School, Sierra Charter School shall dispose of any and all net assets of Sierra Charter School remaining after all liabilities of Sierra Charter School have been paid or otherwise addressed in accordance with the provisions of this section. The disposition of Sierra Charter School's assets shall include, but not be limited by the following dispositions:

    a. All assets of Sierra Charter School, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending Sierra Charter School, remain the sole property of Sierra Charter School and shall be distributed in accordance with the Articles of Incorporation upon the dissolution of the non-profit public benefit corporation.

    b. Any liability or debt incurred by Sierra Charter School will be the responsibility of the Charter School and not the District. Sierra Charter School understands and acknowledges that Sierra Charter School will cover the outstanding debts or liabilities of Sierra Charter School. Sierra Charter School understands and acknowledges that only unrestricted funds will be used to pay creditors.

    c. Any assets originally acquired from the District, as well as District property, will be promptly returned upon Sierra Charter School's closure to the District.

    d. The return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required final expenditure reports and final performance reports.

    e. The return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

13. On closure, Sierra Charter School shall remain solely responsible for all liabilities arising from the operation of Sierra Charter School. The District shall not assume, in any way, responsibility or liability for any debts, obligations, or liabilities of Sierra Charter School, including, without limitation, liability for any and all claims, damages, losses, causes of action and demands, including reasonable attorneys' fees and costs, liability for claims of any employees for unpaid wages or other damages, "bridge" loans received by Sierra Charter School, liability for personal injury or property damage, or liability to any vendors, lessors, creditors, or parents.

14. As Sierra Charter School is operated as a non-profit public benefit corporation, should the corporation dissolve with the closure of Sierra Charter School, the Board will follow the procedures in the non-profit public benefit corporations bylaws and as set forth in the California Corporations Code for the dissolution of a non-profit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

15. For six calendar months from the closure action or until budget allows, whichever comes first, sufficient staff as deemed appropriate by the Board will maintain employment to take care of all necessary tasks and procedures required for a smooth closing of the Charter School and student transfers.

16. This Element O, Procedures for School Closure, shall survive the revocation, expiration, termination, or cancellation of this Petition or any other act or event that would end Sierra Charter School's right to operate as a charter school or cause Sierra Charter School to cease operation. Sierra Charter School and the District agree that, due to the nature of the property and activities that are the subject of this Petition, the District and public shall suffer irreparable harm should Sierra Charter School breach any obligation under this Element O, Procedures for School Closure. The District, therefore, shall have the right to seek equitable relief to enforce any right to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the District.

MISCELLANEOUS CHARTER PROVISIONS

Financial Planning, Reporting and Accountability

Governing Law: "The petitioner or petitioners also shall be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation." Education Code Section 47605(h).

See the Appendix for the required 2025-26 budget and multi-year financial projections.

Financial Reporting

Sierra Charter School provides reports to the District as follows, and shall provide additional fiscal reports as reasonably requested by the District:

1. By July 1, a preliminary budget for the current fiscal year.

2. By July 1, an annual update to the LCAP required pursuant to Education Code Section 47606.5.

3. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, or by the required deadline, a copy of the Charter School's annual, independent financial audit report for the preceding fiscal year shall be delivered to the District, State Controller, California Department of Education and County Superintendent of Schools.

4. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.

5. By September 15, a final unaudited report for the full prior year. The report submitted to the District shall include an annual statement of all the Charter School's receipts and expenditures for the preceding fiscal year.

Financial Attendance Accounting

Sierra Charter School maintains contemporaneous written records of enrollment and ADA and makes these available to the District for inspection or audit. Attendance reports, P-1, P-2, and Annual shall be submitted to the District by January 15, April 30, and June 30 respectively, each year.

Operational/Financial Policies

Sierra Charter School has operational and financial policies, procedures and internal controls for managing the financial operations that meet state laws, generally accepted practices and ethical standards.

Insurance

Sierra Charter School maintains its own insurance for general liability, directors and officers, professional liability, workers compensation and any other necessary insurance coverage to cover the operations of SCS. The amounts and types of insurance are determined by the level required for an enterprise of the Charter School's size and nature for the operation of the Charter School and subject to the terms approved by the Board. The District is named as an additional insured on all policies of the Charter School. Current documentation of insurance is *available upon request.*

Sierra Charter School agrees to indemnify, defend, and hold harmless the District for the actions of the Charter School and its governing nonprofit public benefit corporation under this Petition, to the fullest extent permitted by law and in a manner consistent with the District's risk management policies.

Administrative Services

Governing Law: "The manner in which administrative services of the charter school are to be provided." Education Code Section 47605(h).

The Charter School provides or procures its own administrative services independent of the District, with the exception of services performed by the District in providing oversight to the Charter School as defined by Education Code Section 47604.32. The services Sierra Charter School provides or procures include financial management, personnel, instructional programs development, special education, testing, student information services, payroll, accounting, budget development, insurance, legal and other services.

Potential Civil Liability Effects

Governing Law: "Potential civil liability effects, if any, upon the charter school and upon the school district." Education Code Section 47605(h).

Sierra Charter School is operated by a California nonprofit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c) (3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(d), an entity that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors or omissions by the Charter School if the authority has complied with all oversight responsibilities required by law. The Charter School shall work diligently to assist the District in meeting any and all oversight obligations under the law to ensure the District shall not be liable for the operation of the Charter School.

Further, the Charter School and the District shall enter into a memorandum of understanding ("MOU") which shall provide for indemnification of the District by the Charter School. The District shall be named an additional insured on the general liability insurance of the Charter School. The Charter School's insurance was described earlier in this section of the Petition.

Facilities

Governing Law: "The facilities to be used by the charter school. The description of facilities to be used by the charter school shall specify where the charter school intends to locate." Education Code Section 47605(h).

Sierra Charter School is currently located and plans to continue to utilize its facilities at 1931 N. Fine Ave, Fresno, California. As a non-classroom based program, Sierra will not seek facilities from FUSD, unless agreed upon and explained in detail in a MOU between the Charter School and the District.

These facilities shall meet the requirements of the Americans with Disabilities Act. The buildings shall receive local fire marshal approval, including fire and safety code requirements, and shall comply with all applicable State/County building codes. A copy of the lease is included in the Appendix.

Transportation

Except as required by an IEP under the IDEA, or as otherwise required by law, Sierra Charter School does provide for the transportation of students to and from school. The Charter School, which is located within walking distance from one of the City of Fresno's main public transportation routes, provides bus passes to students as needed.

STUDENTS WITH DISABILITIES - DUPLICATED INFORMATION

Per District request, information regarding students with disabilities located in Element A is duplicated here.

Serving Students With Disabilities

For purposes of special education, Sierra Charter School operates as a Local Education Agency and is a member of the El Dorado County Charter SELPA. The Charter School complies with all applicable State and Federal Laws in serving students with disabilities, including, but not limited to, Section 504, ADA and the IDEA, and any other civil rights enforced by the U.S. Department of Education Office for Civil Rights ("OCR").

SCS complies with all California laws pertaining to special education students. To the maximum extent appropriate, all students with disabilities are integrated into the general education programs, with the necessary materials, services, accommodations and/or modifications to support their learning. SCS ensures any student with a disability is properly identified, assessed and provided with necessary services and supports. SCS meets all the requirements mandated within a student's Individualized Education program ("IEP"). No assessment or evaluation is used for admission purposes. Parents are informed that special education and related services are provided at no cost to them.

SCS assumes full responsibility for the provision of special education and related services to eligible students as an LEA member of the El Dorado County Charter SELPA. As such, state and federal funding shall be allocated directly to the Charter School per the allocation plan of the SELPA. SCS will assume responsibility for the general education contribution which may be necessary, the provision of special education services to identified students, and shall meet the annual Maintenance of Effort Requirement of the IDEA.

Services for Students Under IDEA

SCS shall provide special education instruction and related services in accordance with the IDEA, Education Code requirements, and applicable policies and practices of the SELPA.

SCS will provide services for special education students enrolled in the Charter School. The Charter School will follow SELPA policies and procedures and shall utilize SELPA forms to seek out, identify, and serve students who may qualify for special education programs and services, respond to record requests and parent complaints, and maintain the confidentiality of pupil records.

SCS agrees to promptly respond to all District or SELPA inquiries, to comply with reasonable District or SELPA directives, and to allow the District or SELPA access to Charter School students, staff, facilities, equipment and records as required to fulfill all obligations under this Agreement or imposed by law.

Staffing

All special education services at the SCS will be delivered by individuals or agencies qualified to provide special education services as required by the Education Code and the IDEA. SCS staff will participate in SELPA in-service training relating to special education.

The Charter School will be responsible for the hiring, training, and employment of site staff necessary to provide special education services to its students, including, without limitation, education specialists and paraprofessionals. The Charter School shall ensure that all special education staff hired or contracted by the Charter School are qualified pursuant to SELPA policies, as well as meet all legal requirements. The Charter School shall be responsible for the hiring, training, and employment of itinerant staff necessary to provide special education services to Charter School students, including, without limitation, speech therapists, occupational therapists, nurse, counselors and psychologists. SCS reassesses its special education staffing, service providers, methods, and strategies on a continuous basis to assure that all services provided are effective and of the highest quality.

Assurances

As required of LEA members within the El Dorado County Charter SELPA, SCS provides the following assurances:

- Free and Appropriate Public Education - The Charter School will assure that a free and appropriate public education shall be provided to enrolled students, including children with disabilities who have been suspended or expelled from school.
- Child Find - The Charter School will assure all students with disabilities are identified.
- Full Educational Opportunity - The Charter School will assure students with disabilities have access to the full range of programs available to non-disabled students.
- Least Restrictive Environment – The Charter School will assure students with disabilities are educated with students who are not disabled to the maximum extent appropriate. This will be addressed using supplementary aids, supports and services in the general education setting.
- Individualized Education Program – The Charter School will assure an Individualized Education Program is developed, reviewed, and revised for each child who is eligible.
- Assessments – The Charter School will assure an IEP review shall be conducted on an annual basis at a minimum. In addition, a reevaluation shall be conducted at least once every three years, and more often if conditions warrant or if requested by the student’s parents or teacher to determine continued eligibility and needs.

- Confidentiality and Procedural Safeguards – The Charter School will assure the confidentiality of identifiable data shall be protected at collection, storage, disclosure, and destruction. In addition, students and their parents shall be provided with safeguards through the identification, evaluation and placement process and provisions for a Free Appropriate Public Education.
- Personnel Standards – The Charter School will assure good faith efforts will be made to attract, recruit and hire appropriately trained and credentialed personnel to provide special education services to eligible students with disabilities.
- State Assessments – The Charter School will assure students with disabilities are included in state assessment programs with appropriate accommodations and modifications when necessary and appropriate.

SCS meets all the requirements mandated within a student's IEP. The Charter School includes all special needs students with non-disabled peers to the maximum extent appropriate according to their IEPs.

Child Find

SCS shall have the responsibility to identify, locate, and evaluate students enrolled with known or suspected disabilities to determine whether a need for special education and related services exists. SCS will implement SELPA policies and procedures to ensure timely identification and referral of students with disabilities. A student shall be referred for a special education evaluation only after the resources of the regular education program have been considered, and, where appropriate, utilized.

SCS will follow SELPA child-find procedures to identify all students who may require an evaluation to consider eligibility for special education and related services in the case that general education interventions do not provide a free appropriate public education to the student in question.

Upon the commencement of each school year, all students are evaluated with a web-based adaptive diagnostic assessment. Students may also be assessed by available data (i.e., teacher observations, student work samples, grades, etc.) regarding their progress or lack of progress within the general education program. Through collaboration between staff, parents and school leaders, SCS works to identify students who do not currently have an IEP but may be in need of pre-referral interventions. Staff convenes regularly to review all pre-referred students as well as student data across sub-groups and classrooms.

The referral process is a review of information related to students who are suspected of having disabilities and showing potential signs of needing special education and related services. Referrals for special education evaluation and eligibility may be submitted by the parent/student, any SCS staff, a community agency, court officers, or any individual with knowledge of a child who may have a disability or may need related services.

The referral process is a formal, ongoing review of information related to students who

are suspected of having special needs and show potential signs of needing special education and related services. The primary internal method for referral for assessment will be the Student Success Team meetings. The parent of any student suspected of needing or qualifying for special education services may also make a referral for an evaluation. Any such parent referrals will be responded to in writing in a timely manner. Any SCS teacher may also directly refer a student for formal assessment to see if they have a disability.

SCS may additionally determine to refer a student for an assessment through the provisions of a Section 504 Plan, if appropriate.

Assessment

The term “assessments” shall have the same meaning as the term “evaluation” in the IDEA, as provided in Section 1414, Title 20 of the United States Code. The Charter School will determine what assessments, if any, are necessary and arrange for such assessments for referred or eligible students in accordance with applicable law. The Charter School shall obtain parent/guardian consent to assess Charter School students.

IEP Meetings

The Charter School shall arrange and provide notice for the necessary IEP meetings. IEP team membership shall be in compliance with State and Federal laws. The Charter School shall be responsible for having the following individuals in attendance at the IEP meetings: an administrator or an administrative designee; the student’s special education teacher; the student’s general education teacher, and if the student does not have a general education teacher, the teacher with the most recent and complete knowledge of the child and who is qualified to teach a student of their age, and a parent or guardian. When appropriate, the IEP team may also include the student and other persons who possess expertise or knowledge necessary for the development of the IEP. The Charter School shall document the IEP meeting and provide notice of parental rights.

Development, Implementation, and Review of IEPs

SCS understands the decisions regarding eligibility, goals/objectives, program, services, placement, and exit from special education shall be the decision of the IEP team, pursuant to the IEP process. Programs, services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures, and requirements of the SELPA and State and Federal law.

SCS shall be responsible for all school site implementation of the IEP. As part of this responsibility, the Charter School shall provide parents with timely reports on the student’s progress as provided in the student’s IEP at least as frequently as report cards are provided for the Charter School’s non-disabled students. The Charter School shall also provide all home-school coordination and information exchange. The Charter School shall also be responsible for providing all curriculum, classroom materials, classroom

modifications, and assistive/adaptive technology.

SCS ensures all aspects of the IEP and school site implementation are maintained. SCS provides accommodations and modifications (as outlined within each individual's IEP) in the general education environment taught by the general education teacher.

The IEP team formally reviews each student's IEP at least once a year to determine how the IEP is meeting their needs. In accordance with IDEA regulations, the IEP team will also conduct a formal review of the IEP once every three years, in which the student is reassessed and the IEP is reviewed as part of an overall comprehensive reevaluation of the student's progress.

Special Education Enrollment Process

Students with an Individual Education Program ("IEP") may, but are not required to, submit a copy of their most current IEP documentation along with other documents provided as part of enrolling. If the student/parent does not have a copy of the IEP, Sierra Charter School requests a copy from the student's prior school or school district.

Interim and Initial Placements of New Charter School Students

The Charter School shall comply with Education Code Section 56325 with regard to students transferring into the Charter School within the academic school year. In accordance with Education Code Section 56325(a)(1), for students who enroll in the Charter School from another school district within the state but outside of the SELPA with a current IEP within the same academic year, the Charter School shall provide the student with a free appropriate public education, including services comparable to those described in the previously approved IEP, in consultation with the parent, for a period not to exceed thirty (30) days, by which time the Charter School shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with federal and state law.

In accordance with Education Code Section 56325(a)(2), in the case of an individual with exceptional needs who has an IEP and transfers into the Charter School from a district-operated program under the same special education local plan area of the Charter School within the same academic year, the Charter School shall continue, without delay, to provide services comparable to those described in the existing approved IEP, unless the parent and the Charter School agree to develop, adopt, and implement a new IEP that is consistent with federal and state law.

For students transferring to the Charter School with an IEP from outside of California during the same academic year, the Charter School shall provide the student with a free appropriate public education, including services comparable to those described in the previously approved IEP in consultation with the parents, until the Charter School conducts an assessment pursuant to paragraph (1) of subsection (a) of Section 1414 of Title 20 of the United States Code, if determined to be necessary by the Charter School,

and develops a new IEP, if appropriate, that is consistent with federal and state law.

Non-Public Placements/Non-Public Agencies

The Charter School shall be solely responsible for selecting, contracting with, and overseeing all non-public schools and non-public agencies used to serve special education students.

Non-discrimination

It is understood and agreed that all children shall have access to the Charter School and no student shall be denied admission nor counseled out of the Charter School due to the nature, extent, or severity of their disability or due to the student's request for, or actual need for, special education services.

Due Process and Procedural Safeguards

Parents or guardians of students with IEPs must give written consent for the evaluation and placement of their child; are included in the decision-making process when change in placement is under consideration; and are invited, along with teachers, to all conferences and meetings to develop their child's IEP.

Any concerns or disagreements raised by parents are acknowledged by the Charter School within five days, after which a meeting between the parent and SCS is scheduled to seek resolution of the disagreement. If a disagreement or concern persists, parents or guardians have the right to initiate a due process hearing to challenge a decision regarding the identification, evaluation, or educational placement of their child.

The Charter School provides the parent with all notices of procedural safeguards as well as with information on the procedure to initiate both formal and informal dispute resolutions.

In the event a parent/guardian files a request for a due process hearing or request for mediation, SCS participates cooperatively to resolve the issues.

Parents or guardians also have the right to file a complaint with the CDE if they believe that the Charter School or SELPA has violated federal or state laws or regulations governing special education.

Special Education Instruction

Sierra Charter School complies with all state and federal laws related to the provision of special education instruction and related services, and all SELPA policies and procedures; and utilizes appropriate SELPA forms.

Students with IEPs are mainstreamed in the general education classes if appropriate. Teachers implement a wide range of accommodations and/or modifications in accordance with student IEPs. Students may receive direct Specialized Academic Instruction, Designated Instructional Services, and supplemental aids and support to meet their individual needs at SCS.

Students with IEPs, as well as EL students, have benefited from the implementation of the mastery program which allows them to be successful at their own pace. Having additional support in the form of support classes, as well as Intervention Sessions and study hall, provides additional opportunities for students to be successful.

Section 504 of the Rehabilitation Act

SCS recognizes its legal responsibility to ensure no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of SCS. A student who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment or is regarded as having such an impairment, is eligible for protections under Section 504.

A 504 team will be assembled by the Principal, or their designee, and shall include the Principal (or their administrative designee), parent/guardian, the student if needed, a qualified faculty member, and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations.

The 504 team will review the student's existing records; including academic, social and behavioral records, and is responsible for making a determination as to whether an evaluation for 504 services is appropriate. If the student has already been evaluated under the IDEA but found ineligible for special education instruction or related services under the IDEA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team, which will evaluate the nature of the student's disability and the impact upon the student's education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team may also consider the following information in its evaluation:

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- Tests and other evaluation materials include those tailored to assess specific areas of educational need, and not merely those which are designed to provide a single general intelligence quotient.
- Tests are selected and administered to ensure when a test is administered to a

student with impaired sensory, manual or speaking skills, the test results accurately reflect the student's aptitude or achievement level, or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual or speaking skills.

The final determination of whether the student will or will not be identified as a person with a disability is made by the 504 team in writing and notice is given in writing to the parent or guardian of the student in their primary language along with the procedural safeguards available to them. If during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education per the IDEA, a referral for assessment under the IDEA will be made by the 504 team.

If the student is found by the 504 team to have a disability under Section 504, the 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives the free and appropriate public education ("FAPE"). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the Charter School's professional staff.

The 504 Plan shall describe the Section 504 disability and any program accommodations, modifications or services that may be necessary.

All 504 team participants, parents, guardians, teachers and any other participants in the student's education, including substitutes and tutors, must have a copy of each student's 504 Plan. The Principal, or their designee, will ensure teachers include 504 Plans with lesson plans for short-term substitutes and that the teacher reviews the 504 Plan with any long-term substitutes. A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan will be reviewed at least once per year to determine the appropriateness of the 504 Plan, needed modifications to the 504 Plan, and continued eligibility.

504 Enrollment Process

Students with a current 504 may, but are not required to, submit a copy of their most current 504 Plan along with other documents provided as part of enrolling. If the student/parent does not have a copy of the 504 Plan, Sierra Charter School requests a copy from the student's prior school or school district.

CONCLUSION

By approving this charter renewal petition and a new charter term, the Fresno Unified School District Board of Education will be fulfilling the intent of the Charter Schools Act of 1992 to improve pupil learning.

a) Increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low achieving.
b) Encourage the use of different and innovative teaching methods.
c) Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.
d) Provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system.
e) Hold the schools established under this part accountable for meeting measurable pupil outcomes, and provide the schools with a method to change from rule-based to performance-based accountability systems.
f) Provide vigorous competition within the public school system to stimulate continual improvements in all public schools.

Sierra Charter School pledges to work cooperatively with the District to answer any concerns over this document and to present the District with the strongest possible proposal for a five-year term.

SIERRA CHARTER SCHOOL
RENEWAL PETITION APPENDICES

For the term: July 1, 2025 to June 30, 2030

Submission Approved by Sierra Charter School's Board of Directors on December 12, 2024

Submitted to:
Fresno Unified School District
Date Submitted: December 2, 2024

Sierra Charter School
Multi-Year Projections

Description	Object Code	Totals for 2024/25	Totals for 2025/26	Totals for 2026/27	Totals for 2027/28	Totals for 2028/29
A. REVENUES						
1. LCFF Sources						
State Aid - Current Year	8011	4,119,072.00	4,209,832.00	4,582,990.00	4,976,805.00	5,200,540.00
Education Protection Account State Aid - Current Year	8012	662,532.00	705,151.00	769,194.00	828,794.00	863,914.00
State Aid - Prior Years	8019	0.00	0.00	0.00	0.00	0.00
Transfers of Charter Schools in Lieu of Property Taxes	8096	436,282.51	451,129.82	477,398.13	497,955.95	502,524.35
Other LCFF Transfers	8091, 8097	0.00	0.00	0.00	0.00	0.00
Total, LCFF Sources		5,217,886.51	5,366,112.82	5,829,582.13	6,303,554.95	6,566,978.35
2. Federal Revenues						
Every Student Succeeds Act (Title I - V)	8290	119,168.00	122,659.62	126,437.54	130,609.98	134,907.05
Special Education - Federal	8181, 8182	52,410.40	54,194.00	57,349.60	59,819.20	60,368.00
Child Nutrition - Federal	8220	0.00	0.00	0.00	0.00	0.00
Donated Food Commodities	8221	0.00	0.00	0.00	0.00	0.00
Other Federal Revenues	8110, 8260-8299	0.00	0.00	0.00	0.00	0.00
Total, Federal Revenues		171,578.40	176,853.62	183,787.14	190,429.18	195,275.05
3. Other State Revenues						
Special Education - State	StateRevSE	316,334.20	327,099.50	346,145.80	361,051.60	364,364.00
All Other State Revenues	StateRevAO	174,251.42	179,212.03	166,735.77	173,228.63	176,405.28
Total, Federal Revenues		490,585.62	506,311.53	512,881.57	534,280.23	540,769.28
4. Other Local Revenues						
All Other Local Revenues	LocalRevAO	7,200.00	7,410.96	7,639.22	7,891.31	8,150.94
Total, Local Revenues		7,200.00	7,410.96	7,639.22	7,891.31	8,150.94
5. TOTAL REVENUES		**5,887,250.53**	**6,056,688.93**	**6,533,890.06**	**7,036,155.67**	**7,311,173.62**
B. EXPENDITURES						
1. Certificated Salaries						
Certificated Teachers' Salaries	1100	1,902,993.75	1,958,751.47	2,019,081.01	2,158,748.99	2,229,771.83
Certificated Pupil Support Salaries	1200	178,182.25	183,402.99	189,051.80	195,290.51	201,715.57
Certificated Supervisors' and Administrators' Salaries	1300	138,925.00	142,995.50	147,399.76	152,263.96	157,273.44
Other Certificated Salaries	1900	230,263.75	237,010.48	244,310.40	252,372.64	260,675.70
Total, Certificated Salaries		2,450,364.75	2,522,160.44	2,599,842.98	2,758,676.10	2,849,436.54
2. Non-certificated Salaries						
Non-certificated Instructional Aides' Salaries	2100	202,857.00	208,800.71	215,231.77	222,334.42	229,649.22
Non-certificated Support Salaries	2200	213,757.50	220,020.59	226,797.23	234,281.54	241,989.40
Non-certificated Supervisors' and Administrators' Sal.	2300	342,210.00	352,236.75	363,085.64	375,067.47	387,407.19
Clerical and Office Salaries	2400	84,762.00	87,245.53	89,932.69	92,900.47	95,956.89
Other Non-certificated Salaries	2900	0.00	0.00	0.00	0.00	0.00
Total, Non-certificated Salaries		843,586.50	868,303.58	895,047.33	924,583.90	955,002.71
3. Employee Benefits						
STRS	3101-3102	463,244.67	481,732.64	496,570.01	526,907.13	544,242.38
PERS	3201-3202	0.00	-	0.00	0.00	0.00
OASDI / Medicare / Alternative	3301-3302	98,651.06	102,996.55	106,168.84	110,731.47	114,374.54
Health and Welfare Benefits	3401-3402	577,998.98	635,798.88	699,378.77	769,316.64	846,248.31
Unemployment Insurance	3501-3502	1,646.98	1,695.23	1,747.45	1,805.11	1,864.50
Workers' Compensation Insurance	3601-3602	20,518.02	21,119.20	21,769.67	22,488.07	23,227.93
OPEB, Allocated	3701-3702	0.00	0.00	0.00	0.00	0.00
OPEB, Active Employees	3751-3752	0.00	0.00	0.00	0.00	0.00
Other Employee Benefits	3901-3902	100,329.24	103,268.88	106,449.56	109,728.21	113,107.84
Total, Employee Benefits		1,262,388.94	1,346,611.39	1,432,084.30	1,540,976.64	1,643,065.49
4. Books and Supplies						
Approved Textbooks and Core Curricula Materials	4100	9,946.59	5,238.03	5,399.36	5,577.54	5,761.04
Books and Other Reference Materials	4200	676.49	696.31	717.76	741.44	765.83
Materials and Supplies	4300	62,974.00	64,819.14	62,815.57	64,888.48	67,023.31
Noncapitalized Equipment	4400	169,476.49	174,442.15	176,714.97	182,546.56	188,552.35
Food	4700	22,140.20	22,788.91	23,490.81	24,266.00	25,064.35
Total, Books and Supplies		265,213.77	267,984.53	269,138.46	278,020.03	287,166.88
5. Services and Other Operating Expenditures						
Subagreements for Services	5100	0.00	0.00	0.00	0.00	0.00
Travel and Conferences	5200	49,911.90	58,078.32	59,867.13	61,842.75	63,877.37
Dues and Memberships	5300	10,420.00	10,725.31	11,055.65	11,420.48	11,796.22
Insurance	5400	51,224.00	52,724.86	54,348.79	56,142.30	57,989.38
Operations and Housekeeping Services	5500	82,937.28	85,367.34	87,996.66	90,900.55	93,891.17
Rentals, Leases, Repairs, and Noncap. Improvements	5600	436,010.86	448,785.98	462,608.59	477,874.67	493,596.75
Transfers of Direct Costs	5700-5799	0.00	0.00	0.00	0.00	0.00
Professional/Consulting Services and Operating Expend.	5800	610,100.87	540,849.65	561,226.95	583,144.40	603,409.72
Communications	5900	69,215.30	71,243.31	73,437.60	75,861.04	78,356.87
Total, Services and Other Operating Expenditures		1,309,820.21	1,267,774.76	1,310,541.36	1,357,186.19	1,402,917.48
6. Capital Outlay (Obj. 6100-6170, 6200-6500 for mod. accr. basis only)						
Depreciation Expense (for accrual basis only)	*6900*	49,000.00	30,000.00	15,000.00	10,000.00	0.00
Total, Capital Outlay		49,000.00	30,000.00	15,000.00	10,000.00	0.00

Description	Object Code	Totals for 2024/25	Totals for 2025/26	Totals for 2026/27	Totals for 2027/28	Totals for 2028/29
7. Other Outgo						
Total, Other Outgo		0.00	0.00	0.00	0.00	0.00
8. TOTAL EXPENDITURES		**6,180,374.16**	**6,302,834.70**	**6,521,654.43**	**6,869,442.85**	**7,137,589.10**
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)	*Reason for Deficit*	**(293,123.63)**	**(246,145.78)**	**12,235.64**	**166,712.82**	**173,584.52**
Expenditures included in the budget:	*Ed Effectiveness*	*$ 25,622.00*	*$ 15,902.36*			
	Arts & Music Discre	*$ 48,262.00*	*$ 127,730.55*			
	A-G Access/Success	*$ 43,378.00*	*$ 31,622.00*			
	A-G Learning Loss	*$ 25,659.53*	*$ 21,240.91*			
	Learning Recovery	*$ 207,679.97*				
	Ethnic Studies		*$ 5,011.00*			
	CA Clean Energy		*$ 8,435.04*			
Revenue recognized in prior years:		*$ 350,601.50*	*$ 209,941.86*			
	Excess/Deficiency	***$ 57,477.87***	***$ (36,203.92)***			
D. OTHER FINANCING SOURCES / USES						
4. TOTAL OTHER FINANCING SOURCES / USES		**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		**(293,123.63)**	**(246,145.78)**	**12,235.64**	**166,712.82**	**173,584.52**
F. FUND BALANCE, RESERVES						
1. Beginning Fund Balance						
a. As of July 1	9791	4,075,928.44	3,782,804.81	3,536,659.03	3,548,894.67	3,715,607.48
b. Adjustments/Restatements	9793, 9795	0.00				
c. Adjusted Beginning Balance		4,075,928.44	3,782,804.81	3,536,659.03	3,548,894.67	3,715,607.48
2. Ending Fund Balance, June 30 (E + F.1.c.)		**3,782,804.81**	**3,536,659.03**	**3,548,894.67**	**3,715,607.48**	**3,889,192.00**
Components of Ending Fund Balance:						
Reserve for Economic Uncertainties (4 Months Operating Costs)	9789	2,060,124.72	2,100,944.90	2,173,884.80	2,289,814.28	2,379,196.36
Unassigned/Unappropriated Amount	9790	1,722,680.09	1,435,714.13	1,375,009.87	1,425,793.20	1,509,995.64
	Percentage of Reserve	**61.21%**	**56.11%**	**54.42%**	**54.09%**	**54.49%**

FY 24/25

GRADE SPAN	ENROLLMENT	ADA PROJECTION	PROJECTED ADA/ENROLLMENT RATIO
Grades K -3	34.00	33.32	98.00%
Grades 4-6	37.00	36.26	98.00%
Grades 7-8	97.00	95.06	98.00%
Grades 9-12	214.00	209.72	98.00%
TOTALS	382.00	**374.36**	98.00%

Unduplicated Count	TOTAL ENROLLMENT	UNDUPLICATED COUNT	UNDUPLICATED COUNT %
	382.00	**223**	**65.63%**

FY 25/26

GRADE SPAN	ENROLLMENT	ADA PROJECTION	PROJECTED ADA/ENROLLMENT RATIO
Grades K -3	34.00	33.32	98.00%
Grades 4-6	36.00	35.28	98.00%
Grades 7-8	97.00	95.06	98.00%
Grades 9-12	228.00	223.44	98.00%
TOTALS	395.00	**387.10**	98.00%

Unduplicated Count	TOTAL ENROLLMENT	UNDUPLICATED COUNT	UNDUPLICATED COUNT %
	395.00	**237**	**60.47%**

FY 26/27

GRADE SPAN	ENROLLMENT	ADA PROJECTION	PROJECTED ADA/ENROLLMENT RATIO
Grades K -3	34.00	33.32	98.00%
Grades 4-6	36.00	35.28	98.00%
Grades 7-8	98.00	96.04	98.00%
Grades 9-12	250.00	245.00	98.00%
TOTALS	418.00	**409.64**	98.00%

Unduplicated Count	TOTAL ENROLLMENT	UNDUPLICATED COUNT	UNDUPLICATED COUNT %
	418.00	**251**	**59.45%**

FY 27/28

GRADE SPAN	ENROLLMENT	ADA PROJECTION	PROJECTED ADA/ENROLLMENT RATIO
Grades K -3	37.00	36.26	98.00%
Grades 4-6	38.00	37.24	98.00%
Grades 7-8	101.00	98.98	98.00%
Grades 9-12	260.00	254.80	98.00%
TOTALS	436.00	**427.28**	98.00%

Unduplicated Count	TOTAL ENROLLMENT	UNDUPLICATED COUNT	UNDUPLICATED COUNT %
	436.00	**261**	**59.95%**

FY 28/29

GRADE SPAN	ENROLLMENT	ADA PROJECTION	PROJECTED ADA/ENROLLMENT RATIO
Grades K -3	37.00	36.26	98.00%
Grades 4-6	38.00	37.24	98.00%
Grades 7-8	104.00	101.92	98.00%
Grades 9-12	261.00	255.78	98.00%
TOTALS	440.00	**431.20**	98.00%

Unduplicated Count	TOTAL ENROLLMENT	UNDUPLICATED COUNT	UNDUPLICATED COUNT %
	440.00	**264**	**59.95%**

FCMAT
FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM

Sierra Charter (114355)								
	2021-22	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**
General Assumptions								
COLA & Augmentation	*5.07%*	*13.26%*	*8.22%*	*1.07%*	*2.93%*	*3.08%*	*3.30%*	*3.29%*
Base Grant Proration Factor	-	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*
Add-on, ERT & MSA Proration Factor	-	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*
Student Assumptions:								
Enrollment Count	*334*	*321*	*362*	*382*	*395*	*418*	*436*	*440*
Unduplicated Pupil Count (UPC)	*251*	*247*	*229*	*223*	*237*	*251*	*261*	*264*
Unduplicated Pupil Percentage (UPP)	*76.12%*	*75.71%*	*71.48%*	*65.63%*	*60.47%*	*59.45%*	*59.95%*	*59.95%*
Current Year LCFF Average Daily Attendance (ADA)	*333.67*	*330.56*	*358.33*	*374.36*	*387.10*	*409.64*	*427.28*	*431.20*
Funded LCFF ADA	*333.67*	*330.56*	*358.33*	*374.36*	*387.10*	*409.64*	*427.28*	*431.20*
LCFF ADA Funding Method	*Current Year*	*Current Year*	*Current Year*	*Current Year*	*Current Year*	*Current Year*	*Current Year*	*Current Year*
Current Year Necessary Small School (NSS) ADA	-	-	-	-	-	-	-	-
Funded NSS ADA	-	-	-	-	-	-	-	-
NSS ADA Funding Method(s)								

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FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM

Sierra Charter (114355)

	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
LCFF Entitlement Summary								
Base Grant	$3,065,146	$3,434,061	$4,014,363	$4,245,930	$4,531,609	$4,959,880	$5,341,874	$5,566,031
Grade Span Adjustment	76,629	77,358	96,346	101,024	108,370	118,927	129,606	134,101
Adjusted Base Grant	$3,141,775	$3,511,419	$4,110,709	$4,346,954	$4,639,979	$5,078,807	$5,471,480	$5,700,132
Supplemental Grant	478,304	531,699	587,667	570,581	561,159	603,870	656,030	683,445
Concentration Grant	431,302	472,690	440,338	300,352	164,975	146,905	176,045	183,401
Total Base, Supplemental and Concentration Grant	$4,051,381	$4,515,808	$5,138,714	$5,217,887	$5,366,113	$5,829,582	$6,303,555	$6,566,978
Allowance: Necessary Small School	-	-	-	-	-	-	-	-
Add-on: Targeted Instructional Improvement Block Grant	-	-	-	-	-	-	-	-
Add-on: Home-to-School Transportation	-	-	-	-	-	-	-	-
Add-on: Small School District Bus Replacement Program	-	-	-	-	-	-	-	-
Add-on: Economic Recovery Target	-	-	-	-	-	-	-	-
Add-on: Transitional Kindergarten	-	-	-	-	-	-	-	-
Total Allowance and Add-On Amounts	$-	$-	$-	$-	$-	$-	$-	$-
Total LCFF Entitlement Before Adjustments (excludes Additional State Aid)	**$4,051,381**	**$4,515,808**	**$5,138,714**	**$5,217,887**	**$5,366,113**	**$5,829,582**	**$6,303,555**	**$6,566,978**
Miscellaneous Adjustments	-	-	-	-	-	-	-	-
Total LCFF Entitlement (excludes Additional State Aid)	**$ 4,051,381**	**$ 4,515,808**	**$ 5,138,714**	**$ 5,217,887**	**$ 5,366,113**	**$ 5,829,582**	**$ 6,303,555**	**$ 6,566,978**
LCFF Entitlement Per ADA (excludes Categorical MSA)	$ 12,142	$ 13,661	$ 14,341	$ 13,938	$ 13,862	$ 14,231	$ 14,753	$ 15,230
Additional State Aid	-	-	-	-	-	-	-	-
Total LCFF Entitlement with Additional State Aid	4,051,381	4,515,808	5,138,714	5,217,887	5,366,113	5,829,582	6,303,555	6,566,978
LCFF Sources Summary								
Funding Source Summary								
Local Revenue and In-Lieu of Property Taxes *(net for school districts)*	$ *330,196*	$ *353,263*	$ *417,601*	$ *436,283*	$ *451,130*	$ *477,398*	$ *497,956*	$ *502,524*
Education Protection Account Entitlement *(includes $200/minimum per ADA)*	$ 1,736,665	$ 312,519	$ 627,448	$ 662,532	$ 705,151	$ 769,194	$ 828,794	$ 863,914
Net State Aid *(excludes Additional State Aid)*	$ 1,984,520	$ 3,850,026	$ 4,093,665	$ 4,119,072	$ 4,209,832	$ 4,582,990	$ 4,976,805	$ 5,200,540
Additional State Aid	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Funding Sources	**$ 4,051,381**	**$ 4,515,808**	**$ 5,138,714**	**$ 5,217,887**	**$ 5,366,113**	**$ 5,829,582**	**$ 6,303,555**	**$ 6,566,978**
Funding Source by Resource-Object								
State Aid (Resource Code 0000, Object Code 8011)	$ 1,984,520	$ 3,850,026	$ 4,093,665	$ 4,119,072	$ 4,209,832	$ 4,582,990	$ 4,976,805	$ 5,200,540
EPA, Current Year (Resource 1400, Object Code 8012) (P-2 plus Current Year Accrual)	$ 1,736,665	$ 312,519	$ 627,448	$ 662,532	$ 705,151	$ 769,194	$ 828,794	$ 863,914
EPA, Prior Year Adjustment (Resource 1400, Object Code 8019) (P-A less Prior Year Accrual)	$ 320,089	$ 47,320	$ 2,441	$ -	$ -	$ -	$ -	$ -
Property Taxes (Object 8021 to 8089)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
In-Lieu of Property Taxes (Object Code 8096)	330,196	353,263	417,601	436,283	451,130	477,398	497,956	502,524
Entitlement and Source Reconciliation								
Basic Aid/Excess Tax District Status	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total LCFF Entitlement	$ 4,051,381	$ 4,515,808	$ 5,138,714	$ 5,217,887	$ 5,366,113	$ 5,829,582	$ 6,303,555	$ 6,566,978
Additional State Aid	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Additional EPA Minimum Entitlement (excess to LCFF Entitlement)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Excess Taxes before Minimum State Aid	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Funding Sources	$ 4,051,381	$ 4,515,808	$ 5,138,714	$ 5,217,887	$ 5,366,113	$ 5,829,582	$ 6,303,555	$ 6,566,978

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FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM

Sierra Charter (114355)								
	2021-22	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**
LCAP Percentage to Increase or Improve Services Calculation								
Base Grant (*Excludes add-ons for TIIG & Transportation)*	$ 3,141,775	$ 3,511,419	$ 4,110,709	$ 4,346,954	$ 4,639,979	$ 5,078,807	$ 5,471,480	$ 5,700,132
Supplemental and Concentration Grant funding in the LCAP year	$ 909,606	$ 1,004,389	$ 1,028,005	$ 870,933	$ 726,134	$ 750,775	$ 832,075	$ 866,846
Projected Additional 15% Concentration Grant funding in the LCAP year	$ 99,530	$ 109,082	$ 101,615	$ 69,312	$ 38,071	$ 33,901	$ 40,625	$ 42,323
Percentage to Increase or Improve Services	28.95%	28.60%	25.01%	20.04%	15.65%	14.78%	15.21%	15.21%

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FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM

Sierra Charter (114355)	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
PER-ADA FUNDING LEVELS								
Base, Supplemental and Concentration Rate per ADA								
Grades TK-3	$ 11,521.86	$ 13,013.39	$ 13,689.63	$ 13,285.53	$ 13,174.79	$ 13,478.91	$ 13,975.82	$ 14,435.50
Grades 4-6	$ 10,593.41	$ 11,965.27	$ 12,587.06	$ 12,216.01	$ 12,114.29	$ 12,394.21	$ 12,850.24	$ 13,273.06
Grades 7-8	$ 10,906.76	$ 12,320.22	$ 12,959.58	$ 12,577.32	$ 12,472.80	$ 12,760.37	$ 13,230.43	$ 13,665.91
Grades 9-12	$ 12,968.70	$ 14,649.22	$ 15,409.74	$ 14,956.42	$ 14,832.05	$ 15,174.25	$ 15,732.74	$ 16,250.02
Base Grants								
Grades TK-3	$ 8,093	$ 9,166	$ 9,919	$ 10,025	$ 10,319	$ 10,637	$ 10,988	$ 11,350
Grades 4-6	$ 8,215	$ 9,304	$ 10,069	$ 10,177	$ 10,475	$ 10,798	$ 11,154	$ 11,521
Grades 7-8	$ 8,458	$ 9,580	$ 10,367	$ 10,478	$ 10,785	$ 11,117	$ 11,484	$ 11,862
Grades 9-12	$ 9,802	$ 11,102	$ 12,015	$ 12,144	$ 12,500	$ 12,885	$ 13,310	$ 13,748
Grade Span Adjustment								
Grades TK-3	$ 842	$ 953	$ 1,032	$ 1,043	$ 1,073	$ 1,106	$ 1,143	$ 1,180
Grades 9-12	$ 255	$ 289	$ 312	$ 316	$ 325	$ 335	$ 346	$ 357
Supplemental Grant	20%	20%	20%	20%	20%	20%	20%	20%
Maximum - 1.00 ADA, 100% UPP								
Grades TK-3	$ 1,787	$ 2,024	$ 2,190	$ 2,214	$ 2,278	$ 2,349	$ 2,426	$ 2,506
Grades 4-6	$ 1,643	$ 1,861	$ 2,014	$ 2,035	$ 2,095	$ 2,160	$ 2,231	$ 2,304
Grades 7-8	$ 1,692	$ 1,916	$ 2,073	$ 2,096	$ 2,157	$ 2,223	$ 2,297	$ 2,372
Grades 9-12	$ 2,011	$ 2,278	$ 2,465	$ 2,492	$ 2,565	$ 2,644	$ 2,731	$ 2,821
Actual - 1.00 ADA, Local UPP as follows:	*76.12%*	*75.71%*	*71.48%*	*65.63%*	*60.47%*	*59.45%*	*59.95%*	*59.95%*
Grades TK-3	$ 1,360	$ 1,532	$ 1,566	$ 1,453	$ 1,378	$ 1,396	$ 1,455	$ 1,502
Grades 4-6	$ 1,251	$ 1,409	$ 1,439	$ 1,336	$ 1,267	$ 1,284	$ 1,337	$ 1,381
Grades 7-8	$ 1,288	$ 1,451	$ 1,482	$ 1,375	$ 1,304	$ 1,322	$ 1,377	$ 1,422
Grades 9-12	$ 1,531	$ 1,725	$ 1,762	$ 1,635	$ 1,551	$ 1,572	$ 1,637	$ 1,691
Concentration Grant (>55% population)	65%	65%	65%	65%	65%	65%	65%	65%
Maximum - 1.00 ADA, 100% UPP								
Grades TK-3	$ 5,808	$ 6,577	$ 7,118	$ 7,194	$ 7,405	$ 7,633	$ 7,885	$ 8,145
Grades 4-6	$ 5,340	$ 6,048	$ 6,545	$ 6,615	$ 6,809	$ 7,019	$ 7,250	$ 7,489
Grades 7-8	$ 5,498	$ 6,227	$ 6,739	$ 6,811	$ 7,010	$ 7,226	$ 7,465	$ 7,710
Grades 9-12	$ 6,537	$ 7,404	$ 8,013	$ 8,099	$ 8,336	$ 8,593	$ 8,876	$ 9,168
Actual - 1.00 ADA, Local UPP >55% as follows:	*21.1200%*	*20.7100%*	*16.4800%*	*10.6300%*	*5.4700%*	*4.4500%*	*4.9500%*	*4.9500%*
Grades TK-3	$ 1,227	$ 1,362	$ 1,173	$ 765	$ 405	$ 340	$ 390	$ 403
Grades 4-6	$ 1,128	$ 1,252	$ 1,079	$ 703	$ 372	$ 312	$ 359	$ 371
Grades 7-8	$ 1,161	$ 1,290	$ 1,111	$ 724	$ 383	$ 322	$ 369	$ 382
Grades 9-12	$ 1,381	$ 1,533	$ 1,320	$ 861	$ 456	$ 382	$ 439	$ 454

FY 24/25	GRADE SPAN	ENROLLMENT	ADA PROJECTION	PROJECTED ADA/ENROLLMENT RATIO	Budget Assumptions/LCFF Calculator Preliminary Budget compared to 2024-25 1st Interim (Budget changes +/- 5% are addressed below)
	Grades K -3	34.00	33.32	98.00%	**Revenue**: **LCFF** Increased by 2.04% due to ADA increase of 8.75, COLA 1.07% rather than .76% & unduplicated pupil count decreased by 3 **State**: Increased by 11.24% due to Prop 28 and CEI revenue
	Grades 4-6	37.00	36.26	98.00%	**Address Deficit:** Ed Effectiveness $25,622.00 Arts & Music Discr $48,262.00 A-G Access/Success $43,378.00 A-G Learning Loss $25,659.53 Learning Recovery $207,679.97 **Total = $350,601.50** Expenditures budgeted but revenue recognized in prior years
	Grades 7-8	97.00	95.06	98.00%	**Expenditures:** **Books & Supplies:** Decreased by 12.34% due to decrease in non-capitalized equipment (chromebooks) **Services & Operating Expenditures:.** Increased by 8.72% due to professional development with FCSS & temp agency for personnel
	Grades 9-12	214.00	209.72	98.00%	**Capital Outlay:** Depreciation expense is booked
	TOTALS	**382.00**	**374.36**	98.00%	

Unduplicated Count	TOTAL ENROLLMENT	UNDUPLICATED COUNT	UNDUPLICATED COUNT %
	382.00	**223**	**65.63%**

FY 25/26	GRADE SPAN	ENROLLMENT	ADA PROJECTION	PROJECTED ADA/ENROLLMENT RATIO	Budget Assumptions/LCFF Calculator 2024-25 Budget compared to 2025-26 Budget (Budget changes +/- 5% are addressed below)
	Grades K -3	34.00	33.32	98.00%	**Revenue**: **LCFF** Increased by 2.84% due to ADA increase of 12.74, COLA of 2.93% & unduplicated pupil count of add'l 14
	Grades 4-6	36.00	35.28	98.00%	**Address Deficit:** Ed Effectiveness $15,902.36 Arts & Music Discr $127,730.55 A-G Access/Success $31,622.00 A-G Learning Loss $21,240.91 Ethnic Studies $5,011.00 CA. Clean Energy $8,435.04 **Total = $209,941.86** Expenditures budgeted but revenue recognized in prior years
	Grades 7-8	97.00	95.06	98.00%	**Expenditures:** **Certificated Employees** (33.50 FTE) 2.93% COLA applied **Classified Employees** (13.32 FTE) 2.93% COLA applied **Payroll Benefits** Increased 6.67% due to salary increases & H & W increase of 10%
	Grades 9-12	228.00	223.44	98.00%	**Capital Outlay:** Less depreciation expense is booked
	TOTALS	**395.00**	**387.10**	98.00%	

Unduplicated Count	TOTAL ENROLLMENT	UNDUPLICATED COUNT	UNDUPLICATED COUNT %
	395.00	**237**	**60.47%**

FY 26/27	GRADE SPAN	ENROLLMENT	ADA PROJECTION	PROJECTED ADA/ENROLLMENT RATIO
	Grades K -3	34.00	33.32	98.00%
	Grades 4-6	36.00	35.28	98.00%
	Grades 7-8	98.00	96.04	98.00%
	Grades 9-12	250.00	245.00	98.00%
	TOTALS	**418.00**	**409.64**	98.00%

Unduplicated Count	TOTAL ENROLLMENT	UNDUPLICATED COUNT	UNDUPLICATED COUNT %
	418.00	**251**	**59.45%**

Budget Assumptions/LCFF Calculator
2025-26 Budget compared to 2026-27 Budget
(Budget changes +/- 5% are addressed below)

Revenue:
LCFF Increased by 8.64% due to ADA increase of 22.54, COLA of 3.08% & unduplicated pupil count of add'l 14

Expenditures:
Certificated Employees (33.50 FTE) 3.08% COLA applied
Classified Employees (13.32 FTE) 3.08% COLA applied
Payroll Benefits Increased 6.35% due to salary increases & H & W increase of 10%

Capital Outlay:
Less depreciation expense is booked

FY 27/28	GRADE SPAN	ENROLLMENT	ADA PROJECTION	PROJECTED ADA/ENROLLMENT RATIO
	Grades K -3	37.00	36.26	98.00%
	Grades 4-6	38.00	37.24	98.00%
	Grades 7-8	101.00	98.98	98.00%
	Grades 9-12	260.00	254.80	98.00%
	TOTALS	**436.00**	**427.28**	98.00%

Unduplicated Count	TOTAL ENROLLMENT	UNDUPLICATED COUNT	UNDUPLICATED COUNT %
	436.00	**261**	**59.95%**

Budget Assumptions/LCFF Calculator
2026-27 Budget compared to 2027-28 Budget
(Budget changes +/- 5% are addressed below)

Revenue:
LCFF Increased by 8.13% due to ADA increase of 17.64, COLA of 3.30% & unduplicated pupil count of add'l 10

Expenditures:
Certificated Employees (34.50 FTE) increase 6.11% due to a 3.30% COLA & additional H S Teacher budgeted
Classified Employees (13.32 FTE) 3.30% COLA applied
Payroll Benefits overall increased 6.35% due to salary increases & H & W increase of 10%

Capital Outlay:
Less depreciation expense is booked

FY 28/29	GRADE SPAN	ENROLLMENT	ADA PROJECTION	PROJECTED ADA/ENROLLMENT RATIO
	Grades K -3	37.00	36.26	98.00%
	Grades 4-6	38.00	37.24	98.00%
	Grades 7-8	104.00	101.92	98.00%
	Grades 9-12	261.00	255.78	98.00%
	TOTALS	**440.00**	**431.20**	98.00%

Unduplicated Count	TOTAL ENROLLMENT	UNDUPLICATED COUNT	UNDUPLICATED COUNT %
	440.00	**264**	**59.95%**

Budget Assumptions/LCFF Calculator
2027-28 Budget compared to 2028-29 Budget
(Budget changes +/- 5% are addressed below)

Revenue:
LCFF Increased by 4.18% due to ADA increase of 3.92, COLA 3.29% & unduplicated pupil count of add'l 3

Expenditures:
Certificated Employees (34.50 FTE) 3.29% COLA applied
Classified Employees (13.32 FTE) 3.29% COLA applied
Payroll Benefits Increased 6.35% due to salary increases & H & W increase of 10%

Capital Outlay:
No Depreciation expense to book

	Object	July	August	September	October	November	December
ACTUALS THRU MONTH OF (Enter Month Name):	October	Actual	Actual	Actual	Actual		
A. BEGINNING CASH	9110	3,261,705.06	3,354,044.57	3,169,544.02	2,876,521.81	3,021,934.79	3,003,105.13
B. RECEIPTS							
Local Control Funding Formula							
Property Tax	8020-8079						
State Aid - LCFF & EPA	8010-8019	0.00	200,303.00	200,303.00	552,831.02	466,934.05	623,607.38
Other	8080-8099						
Federal Revenues	8100-8299	0.00	0.00	0.00	0.00	6,551.30	6,551.30
Other State Revenues	8300-8599	15,287.00	16,775.00	29,005.00	3,331.42	43,455.22	43,455.22
Other Local Revenues	8600-8799	30.02	62.02	28.21	1,218.33	732.68	732.68
Interfund Transfers In	8910-8929						
All Other Financing Sources	8931-8979						
Other Receipts/Non-Revenue							
TOTAL RECEIPTS		15,317.02	217,140.02	229,336.21	557,380.77	517,673.25	674,346.58
C. DISBURSEMENTS							
Certificated Salaries	1000-1999	0.00	231,739.57	230,452.50	235,268.01	235,305.83	235,305.83
Classified Salaries	2000-2999	32,615.46	65,339.51	62,345.11	66,024.41	77,157.75	77,157.75
Employee Benefits	3000-3999	118,236.29	126,293.80	110,866.53	76,079.31	103,864.13	103,864.13
Supplies and Services	4000-5999	229,306.73	77,053.76	170,270.40	116,861.82	114,050.21	160,434.53
Capital Outlays	6000-6599	0.00	0.00	0.00	0.00	6,125.00	6,125.00
Other Outgo	7000-7499						
Interfund Transfers Out	7600-7629						
All Other Financing Uses	7630-7699						
Other Disbursements/non Expenditures							
TOTAL DISBURSEMENTS		380,158.48	500,426.64	573,934.54	494,233.55	536,502.91	582,887.23
D. PRIOR YEAR TRANSACTIONS							
Accounts Receivable		1,267,002.67	78,195.90	42,623.00	168,568.32		
Accounts Payable		809,821.70	(20,590.17)	(8,953.12)	86,302.56		
TOTAL PRIOR YEAR TRANSACTIONS		457,180.97	98,786.07	51,576.12	82,265.76	0.00	0.00
E. NET INCREASE/DECREASE (B - C + D)		92,339.51	(184,500.55)	(293,022.21)	145,412.98	(18,829.66)	91,459.35
F. ENDING CASH (A + E)		3,354,044.57	3,169,544.02	2,876,521.81	3,021,934.79	3,003,105.13	3,094,564.47
G. ENDING CASH, PLUS ACCRUALS							

	Object	January	February	March	April	May	June	Accruals	Total
ACTUALS THRU MONTH OF (Enter Month Name):	October								
A. BEGINNING CASH	9110	3,094,564.47	3,107,449.59	3,089,869.48	3,266,884.31	3,306,342.96	3,288,346.49		
B. RECEIPTS									
Local Control Funding Formula									
Property Tax	8020-8079								0.00
State Aid - LCFF & EPA	8010-8019	466,934.05	466,934.05	658,981.64	461,038.34	461,038.34	658,981.64		5,217,886.51
Other	8080-8099								0.00
Federal Revenues	8100-8299	46,273.97	6,551.30	6,551.30	46,273.97	6,551.30	46,273.97		171,578.40
Other State Revenues	8300-8599	63,466.22	43,455.22	43,455.22	63,466.22	43,455.22	81,978.66		490,585.62
Other Local Revenues	8600-8799	732.68	732.68	732.68	732.68	732.68	732.68		7,200.00
Interfund Transfers In	8910-8929								0.00
All Other Financing Sources	8931-8979								0.00
Other Receipts/Non-Revenue									0.00
TOTAL RECEIPTS		577,406.91	517,673.25	709,720.84	571,511.20	511,777.54	787,966.95	0.00	5,887,250.53
C. DISBURSEMENTS									
Certificated Salaries	1000-1999	235,305.83	235,305.83	235,305.83	235,305.83	235,305.83	105,763.89		2,450,364.75
Classified Salaries	2000-2999	77,157.75	77,157.75	77,157.75	77,157.75	77,157.75	77,157.75		843,586.50
Employee Benefits	3000-3999	103,864.13	103,864.13	103,864.13	103,864.13	103,864.13	103,864.13		1,262,388.94
Supplies and Services	4000-5999	142,069.09	112,800.66	110,253.30	109,599.86	107,321.30	125,012.32		1,575,033.97
Capital Outlays	6000-6599	6,125.00	6,125.00	6,125.00	6,125.00	6,125.00	6,125.00		49,000.00
Other Outgo	7000-7499								0.00
Interfund Transfers Out	7600-7629								0.00
All Other Financing Uses	7630-7699								0.00
Other Disbursements/non Expenditures									0.00
TOTAL DISBURSEMENTS		564,521.79	535,253.36	532,706.00	532,052.56	529,774.00	417,923.10	0.00	6,180,374.16
D. PRIOR YEAR TRANSACTIONS									
Accounts Receivable									1,556,389.89
Accounts Payable									866,580.97
TOTAL PRIOR YEAR TRANSACTIONS		0.00	0.00	0.00	0.00	0.00	0.00	0.00	689,808.92
E. NET INCREASE/DECREASE (B - C + D)		12,885.12	(17,580.12)	177,014.83	39,458.65	(17,996.46)	370,043.85	0.00	396,685.29
F. ENDING CASH (A + E)		3,107,449.59	3,089,869.48	3,266,884.31	3,306,342.96	3,288,346.49	3,658,390.35		
G. ENDING CASH, PLUS ACCRUALS									3,658,390.35

	Object	July	August	September	October	November	December
ACTUALS THRU MONTH OF (Enter Month Name):	October						
A. BEGINNING CASH	9110	3,658,390.35	3,477,099.54	3,245,136.48	3,339,557.43	3,287,800.08	3,195,507.56
B. RECEIPTS							
Local Control Funding Formula							
Property Tax	8020-8079						
State Aid - LCFF & EPA	8010-8019	210,491.60	237,559.39	609,308.21	414,975.27	414,975.27	591,263.02
Other	8080-8099						
Federal Revenues	8100-8299	4,516.17	4,516.17	4,516.17	35,181.07	4,516.17	4,516.17
Other State Revenues	8300-8599	17,144.90	17,144.90	30,860.82	47,617.23	40,499.61	40,499.61
Other Local Revenues	8600-8799	0.00	0.00	741.10	741.10	741.10	741.10
Interfund Transfers In	8910-8929						
All Other Financing Sources	8931-8979						
Other Receipts/Non-Revenue							
TOTAL RECEIPTS		232,152.67	259,220.46	645,426.29	498,514.66	460,732.14	637,019.89
C. DISBURSEMENTS							
Certificated Salaries	1000-1999	86,125.78	144,888.32	242,825.89	242,825.89	242,825.89	242,825.89
Classified Salaries	2000-2999	72,358.63	72,358.63	72,358.63	72,358.63	72,358.63	72,358.63
Employee Benefits	3000-3999	112,217.62	112,217.62	112,217.62	112,217.62	112,217.62	112,217.62
Supplies and Services	4000-5999	140,241.44	159,218.95	121,103.20	120,369.87	123,122.51	151,403.86
Capital Outlays	6000-6599	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00
Other Outgo	7000-7499						
Interfund Transfers Out	7600-7629						
All Other Financing Uses	7630-7699						
Other Disbursements/non Expenditures							
TOTAL DISBURSEMENTS		413,443.47	491,183.52	551,005.34	550,272.02	553,024.65	581,306.00
D. PRIOR YEAR TRANSACTIONS							
Accounts Receivable							
Accounts Payable							
TOTAL PRIOR YEAR TRANSACTIONS		0.00	0.00	0.00	0.00	0.00	0.00
E. NET INCREASE/DECREASE (B - C + D)		(181,290.80)	(231,963.06)	94,420.95	(51,757.36)	(92,292.51)	55,713.89
F. ENDING CASH (A + E)		3,477,099.54	3,245,136.48	3,339,557.43	3,287,800.08	3,195,507.56	3,251,221.45
G. ENDING CASH, PLUS ACCRUALS							

	Object	January	February	March	April	May	June	Accruals	Total
ACTUALS THRU MONTH OF (Enter Month Name):	October								
A. BEGINNING CASH	9110	3,251,221.45	3,191,982.80	3,102,815.44	3,219,703.53	3,180,574.98	3,096,069.74		
B. RECEIPTS									
Local Control Funding Formula									
Property Tax	8020-8079								0.00
State Aid - LCFF & EPA	8010-8019	414,975.27	414,975.27	618,330.80	410,463.97	410,463.97	618,330.80		5,366,112.82
Other	8080-8099								0.00
Federal Revenues	8100-8299	35,181.07	4,516.17	4,516.17	35,181.07	4,516.17	35,181.07		176,853.62
Other State Revenues	8300-8599	57,256.02	40,499.61	40,499.61	57,256.02	40,499.61	76,533.60		506,311.53
Other Local Revenues	8600-8799	741.10	741.10	741.10	741.10	741.10	741.10		7,410.96
Interfund Transfers In	8910-8929								0.00
All Other Financing Sources	8931-8979								0.00
Other Receipts/Non-Revenue									0.00
TOTAL RECEIPTS		508,153.45	460,732.14	664,087.68	503,642.15	456,220.84	730,786.57	0.00	6,056,688.93
C. DISBURSEMENTS									
Certificated Salaries	1000-1999	242,825.89	242,825.89	242,825.89	242,825.89	242,825.89	105,713.29		2,522,160.44
Classified Salaries	2000-2999	72,358.63	72,358.63	72,358.63	72,358.63	72,358.63	72,358.63		868,303.58
Employee Benefits	3000-3999	112,217.62	112,217.62	112,217.62	112,217.62	112,217.62	112,217.62		1,346,611.39
Supplies and Services	4000-5999	137,489.97	119,997.35	117,297.44	112,868.56	110,823.94	121,822.20		1,535,759.30
Capital Outlays	6000-6599	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00		30,000.00
Other Outgo	7000-7499								0.00
Interfund Transfers Out	7600-7629								0.00
All Other Financing Uses	7630-7699								0.00
Other Disbursements/non Expenditures									0.00
TOTAL DISBURSEMENTS		567,392.11	549,899.50	547,199.59	542,770.70	540,726.09	414,611.74	0.00	6,302,834.70
D. PRIOR YEAR TRANSACTIONS									
Accounts Receivable									0.00
Accounts Payable									0.00
TOTAL PRIOR YEAR TRANSACTIONS		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E. NET INCREASE/DECREASE (B - C + D)		(59,238.66)	(89,167.36)	116,888.09	(39,128.54)	(84,505.25)	316,174.83	0.00	(246,145.78)
F. ENDING CASH (A + E)		3,191,982.80	3,102,815.44	3,219,703.53	3,180,574.98	3,096,069.74	3,412,244.57		
G. ENDING CASH, PLUS ACCRUALS									3,412,244.57

	Object	July	August	September	October	November	December
ACTUALS THRU MONTH OF (Enter Month Name):	October						
A. BEGINNING CASH	9110	3,412,244.57	3,236,183.73	3,008,632.34	3,138,850.33	3,102,157.70	3,029,285.80
B. RECEIPTS							
Local Control Funding Formula							
Property Tax	8020-8079						
State Aid - LCFF & EPA	8010-8019	229,149.50	257,793.39	662,055.38	450,660.95	450,660.95	642,959.45
Other	8080-8099						
Federal Revenues	8100-8299	4,779.13	4,779.13	4,779.13	36,388.52	4,779.13	4,779.13
Other State Revenues	8300-8599	18,120.36	18,120.36	32,616.65	44,735.15	42,816.68	42,816.68
Other Local Revenues	8600-8799	0.00	0.00	763.92	763.92	763.92	763.92
Interfund Transfers In	8910-8929						
All Other Financing Sources	8931-8979						
Other Receipts/Non-Revenue							
TOTAL RECEIPTS		252,048.99	280,692.88	700,215.08	532,548.54	499,020.69	691,319.19
C. DISBURSEMENTS							
Certificated Salaries	1000-1999	88,778.45	149,350.88	250,304.93	250,304.93	250,304.93	250,304.93
Classified Salaries	2000-2999	74,587.28	74,587.28	74,587.28	74,587.28	74,587.28	74,587.28
Employee Benefits	3000-3999	119,340.36	119,340.36	119,340.36	119,340.36	119,340.36	119,340.36
Supplies and Services	4000-5999	144,153.74	163,715.76	124,514.52	123,758.61	126,410.02	155,562.44
Capital Outlays	6000-6599	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00
Other Outgo	7000-7499						
Interfund Transfers Out	7600-7629						
All Other Financing Uses	7630-7699						
Other Disbursements/non Expenditures							
TOTAL DISBURSEMENTS		428,109.83	508,244.27	569,997.08	569,241.17	571,892.59	601,045.01
D. PRIOR YEAR TRANSACTIONS							
Accounts Receivable							
Accounts Payable							
TOTAL PRIOR YEAR TRANSACTIONS		0.00	0.00	0.00	0.00	0.00	0.00
E. NET INCREASE/DECREASE (B - C + D)		(176,060.84)	(227,551.39)	130,217.99	(36,692.63)	(72,871.90)	90,274.18
F. ENDING CASH (A + E)		3,236,183.73	3,008,632.34	3,138,850.33	3,102,157.70	3,029,285.80	3,119,559.98
G. ENDING CASH, PLUS ACCRUALS							

	Object	January	February	March	April	May	June	Accruals	Total
ACTUALS THRU MONTH OF (Enter Month Name):	October								
A. BEGINNING CASH	9110	3,119,559.98	3,075,420.00	3,005,583.50	3,159,286.47	3,135,566.25	3,070,101.73		
B. RECEIPTS									
Local Control Funding Formula									
Property Tax	8020-8079								0.00
State Aid - LCFF & EPA	8010-8019	450,660.95	450,660.95	671,603.34	445,886.97	445,886.97	671,603.34		5,829,582.13
Other	8080-8099								0.00
Federal Revenues	8100-8299	36,388.52	4,779.13	4,779.13	36,388.52	4,779.13	36,388.52		183,787.14
Other State Revenues	8300-8599	54,935.19	42,816.68	42,816.68	54,935.19	42,816.68	75,335.26		512,881.57
Other Local Revenues	8600-8799	763.92	763.92	763.92	763.92	763.92	763.92		7,639.22
Interfund Transfers In	8910-8929								0.00
All Other Financing Sources	8931-8979								0.00
Other Receipts/Non-Revenue									0.00
TOTAL RECEIPTS		542,748.58	499,020.69	719,963.08	537,974.60	494,246.71	784,091.04	0.00	6,533,890.06
C. DISBURSEMENTS									
Certificated Salaries	1000-1999	250,304.93	250,304.93	250,304.93	250,304.93	250,304.93	108,969.26		2,599,842.98
Classified Salaries	2000-2999	74,587.28	74,587.28	74,587.28	74,587.28	74,587.28	74,587.28		895,047.33
Employee Benefits	3000-3999	119,340.36	119,340.36	119,340.36	119,340.36	119,340.36	119,340.36		1,432,084.30
Supplies and Services	4000-5999	141,406.00	123,374.61	120,777.55	116,212.25	114,228.66	125,565.67		1,579,679.81
Capital Outlays	6000-6599	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00		15,000.00
Other Outgo	7000-7499								0.00
Interfund Transfers Out	7600-7629								0.00
All Other Financing Uses	7630-7699								0.00
Other Disbursements/non Expenditures									0.00
TOTAL DISBURSEMENTS		586,888.57	568,857.18	566,260.11	561,694.82	559,711.23	429,712.56	0.00	6,521,654.43
D. PRIOR YEAR TRANSACTIONS									
Accounts Receivable									0.00
Accounts Payable									0.00
TOTAL PRIOR YEAR TRANSACTIONS		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E. NET INCREASE/DECREASE (B - C + D)		(44,139.99)	(69,836.49)	153,702.96	(23,720.22)	(65,464.52)	354,378.48	0.00	12,235.64
F. ENDING CASH (A + E)		3,075,420.00	3,005,583.50	3,159,286.47	3,135,566.25	3,070,101.73	3,424,480.21		
G. ENDING CASH, PLUS ACCRUALS									3,424,480.21

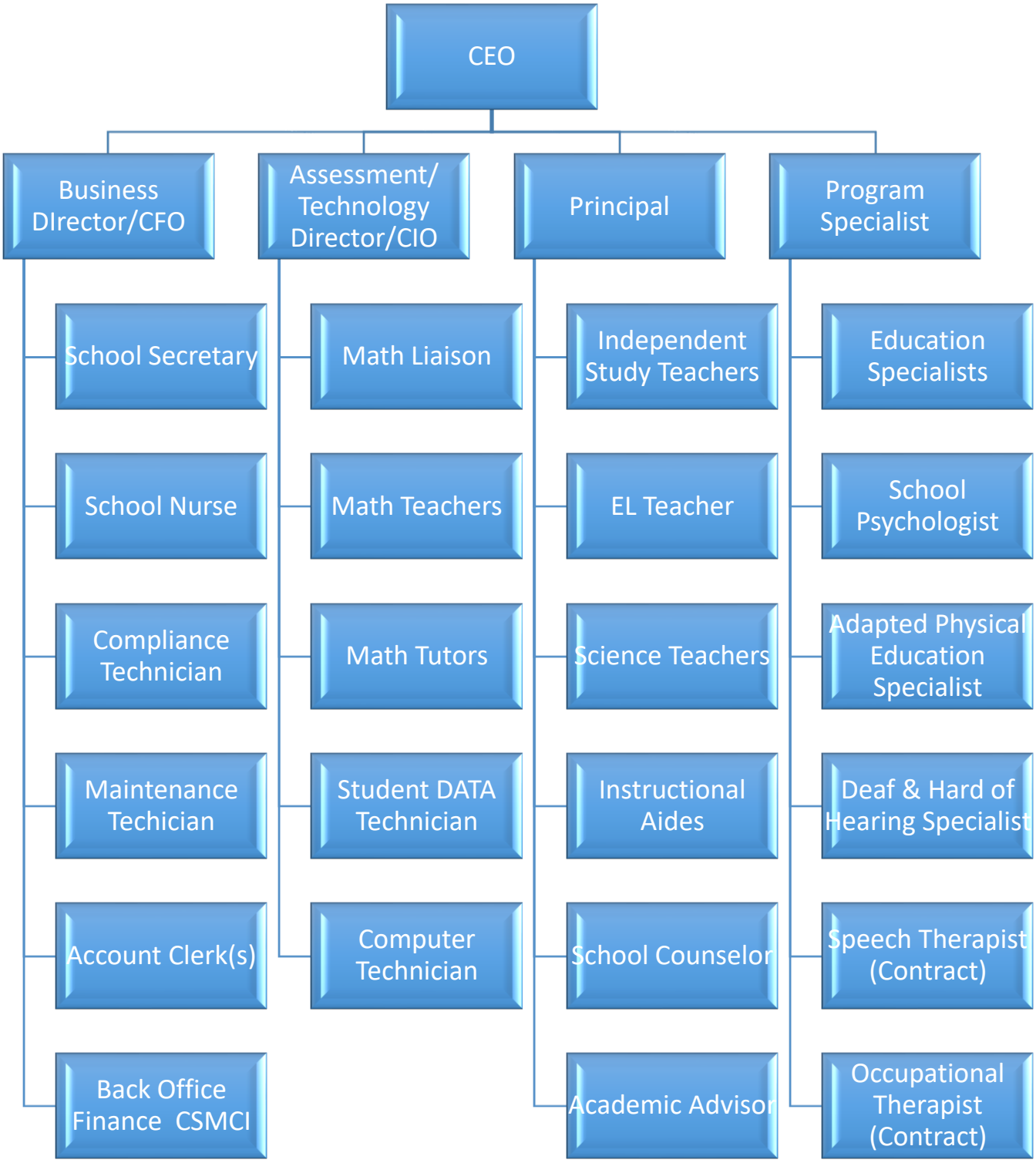
	Object	July	August	September	October	November	December
ACTUALS THRU MONTH OF (Enter Month Name):	October						
A. BEGINNING CASH	9110	3,424,480.21	3,248,602.93	3,017,632.99	3,171,190.58	3,143,583.19	3,078,705.26
B. RECEIPTS							
Local Control Funding Formula							
Property Tax	8020-8079						
State Aid - LCFF & EPA	8010-8019	248,840.25	278,717.61	714,865.66	487,748.93	487,748.93	694,947.43
Other	8080-8099						
Federal Revenues	8100-8299	4,984.93	4,984.93	4,984.93	37,637.43	4,984.93	4,984.93
Other State Revenues	8300-8599	18,890.69	18,890.69	34,003.25	46,521.66	44,642.52	44,642.52
Other Local Revenues	8600-8799	0.00	0.00	789.13	789.13	789.13	789.13
Interfund Transfers In	8910-8929						
All Other Financing Sources	8931-8979						
Other Receipts/Non-Revenue							
TOTAL RECEIPTS		272,715.88	302,593.23	754,642.97	572,697.15	538,165.51	745,364.01
C. DISBURSEMENTS							
Certificated Salaries	1000-1999	93,168.91	157,931.38	265,868.82	265,868.82	265,868.82	265,868.82
Classified Salaries	2000-2999	77,048.66	77,048.66	77,048.66	77,048.66	77,048.66	77,048.66
Employee Benefits	3000-3999	128,414.72	128,414.72	128,414.72	128,414.72	128,414.72	128,414.72
Supplies and Services	4000-5999	149,127.53	169,335.09	128,919.85	128,138.99	130,877.91	160,992.35
Capital Outlays	6000-6599	833.33	833.33	833.33	833.33	833.33	833.33
Other Outgo	7000-7499						
Interfund Transfers Out	7600-7629						
All Other Financing Uses	7630-7699						
Other Disbursements/non Expenditures							
TOTAL DISBURSEMENTS		448,593.15	533,563.18	601,085.39	600,304.53	603,043.44	633,157.89
D. PRIOR YEAR TRANSACTIONS							
Accounts Receivable							
Accounts Payable							
TOTAL PRIOR YEAR TRANSACTIONS		0.00	0.00	0.00	0.00	0.00	0.00
E. NET INCREASE/DECREASE (B - C + D)		(175,877.27)	(230,969.94)	153,557.59	(27,607.38)	(64,877.94)	112,206.12
F. ENDING CASH (A + E)		3,248,602.93	3,017,632.99	3,171,190.58	3,143,583.19	3,078,705.26	3,190,911.38
G. ENDING CASH, PLUS ACCRUALS							

	Object	January	February	March	April	May	June	Accruals	Total
ACTUALS THRU MONTH OF (Enter Month Name):	October								
A. BEGINNING CASH	9110	3,190,911.38	3,155,713.51	3,093,971.16	3,271,987.43	3,257,835.15	3,200,561.00		
B. RECEIPTS									
Local Control Funding Formula									
Property Tax	8020-8079								0.00
State Aid - LCFF & EPA	8010-8019	487,748.93	487,748.93	724,824.78	482,769.37	482,769.37	724,824.78		6,303,554.95
Other	8080-8099								0.00
Federal Revenues	8100-8299	37,637.43	4,984.93	4,984.93	37,637.43	4,984.93	37,637.43		190,429.18
Other State Revenues	8300-8599	57,160.93	44,642.52	44,642.52	57,160.93	44,642.52	78,439.48		534,280.23
Other Local Revenues	8600-8799	789.13	789.13	789.13	789.13	789.13	789.13		7,891.31
Interfund Transfers In	8910-8929								0.00
All Other Financing Sources	8931-8979								0.00
Other Receipts/Non-Revenue									0.00
TOTAL RECEIPTS		583,336.42	538,165.51	775,241.37	578,356.86	533,185.95	841,690.82	0.00	7,036,155.67
C. DISBURSEMENTS									
Certificated Salaries	1000-1999	265,868.82	265,868.82	265,868.82	265,868.82	265,868.82	114,756.40		2,758,676.10
Classified Salaries	2000-2999	77,048.66	77,048.66	77,048.66	77,048.66	77,048.66	77,048.66		924,583.90
Employee Benefits	3000-3999	128,414.72	128,414.72	128,414.72	128,414.72	128,414.72	128,414.72		1,540,976.64
Supplies and Services	4000-5999	146,368.75	127,742.33	125,059.56	120,343.60	118,294.56	130,005.69		1,635,206.21
Capital Outlays	6000-6599	833.33	833.33	833.33	833.33	833.33	833.33		10,000.00
Other Outgo	7000-7499								0.00
Interfund Transfers Out	7600-7629								0.00
All Other Financing Uses	7630-7699								0.00
Other Disbursements/non Expenditures									0.00
TOTAL DISBURSEMENTS		618,534.28	599,907.87	597,225.09	592,509.14	590,460.10	451,058.79	0.00	6,869,442.85
D. PRIOR YEAR TRANSACTIONS									
Accounts Receivable									0.00
Accounts Payable									0.00
TOTAL PRIOR YEAR TRANSACTIONS		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E. NET INCREASE/DECREASE (B - C + D)		(35,197.87)	(61,742.36)	178,016.27	(14,152.28)	(57,274.15)	390,632.03	0.00	166,712.82
F. ENDING CASH (A + E)		3,155,713.51	3,093,971.16	3,271,987.43	3,257,835.15	3,200,561.00	3,591,193.02		
G. ENDING CASH, PLUS ACCRUALS									3,591,193.02

	Object	July	August	September	October	November	December
ACTUALS THRU MONTH OF (Enter Month Name):	October						
A. BEGINNING CASH	9110	3,591,193.02	3,408,462.26	3,168,117.42	3,328,273.20	3,299,813.09	3,232,603.80
B. RECEIPTS							
Local Control Funding Formula							
Property Tax	8020-8079						
State Aid - LCFF & EPA	8010-8019	260,027.00	290,178.46	744,330.02	508,250.55	508,250.55	724,229.05
Other	8080-8099						
Federal Revenues	8100-8299	5,030.67	5,030.67	5,030.67	38,757.43	5,030.67	5,030.67
Other State Revenues	8300-8599	19,083.97	19,083.97	34,351.15	47,281.42	45,088.03	45,088.03
Other Local Revenues	8600-8799	0.00	0.00	815.09	815.09	815.09	815.09
Interfund Transfers In	8910-8929						
All Other Financing Sources	8931-8979						
Other Receipts/Non-Revenue							
TOTAL RECEIPTS		284,141.64	314,293.10	784,526.93	595,104.49	559,184.33	775,162.83
C. DISBURSEMENTS							
Certificated Salaries	1000-1999	96,234.16	163,127.32	274,615.91	274,615.91	274,615.91	274,615.91
Classified Salaries	2000-2999	79,583.56	79,583.56	79,583.56	79,583.56	79,583.56	79,583.56
Employee Benefits	3000-3999	136,922.12	136,922.12	136,922.12	136,922.12	136,922.12	136,922.12
Supplies and Services	4000-5999	154,132.55	175,004.94	133,249.55	132,443.01	135,272.03	166,377.24
Capital Outlays	6000-6599						
Other Outgo	7000-7499						
Interfund Transfers Out	7600-7629						
All Other Financing Uses	7630-7699						
Other Disbursements/non Expenditures							
TOTAL DISBURSEMENTS		466,872.40	554,637.94	624,371.15	623,564.60	626,393.62	657,498.83
D. PRIOR YEAR TRANSACTIONS							
Accounts Receivable							
Accounts Payable							
TOTAL PRIOR YEAR TRANSACTIONS		0.00	0.00	0.00	0.00	0.00	0.00
E. NET INCREASE/DECREASE (B - C + D)		(182,730.76)	(240,344.84)	160,155.78	(28,460.11)	(67,209.29)	117,664.00
F. ENDING CASH (A + E)		3,408,462.26	3,168,117.42	3,328,273.20	3,299,813.09	3,232,603.80	3,350,267.80
G. ENDING CASH, PLUS ACCRUALS							

	Object	January	February	March	April	May	June	Accruals	Total
ACTUALS THRU MONTH OF (Enter Month Name):	October								
A. BEGINNING CASH	9110	3,350,267.80	3,313,715.05	3,249,744.50	3,434,674.95	3,419,978.33	3,360,741.13		
B. RECEIPTS									
Local Control Funding Formula									
Property Tax	8020-8079								0.00
State Aid - LCFF & EPA	8010-8019	508,250.55	508,250.55	754,380.51	503,225.30	503,225.30	754,380.51		6,566,978.35
Other	8080-8099								0.00
Federal Revenues	8100-8299	38,757.43	5,030.67	5,030.67	38,757.43	5,030.67	38,757.43		195,275.05
Other State Revenues	8300-8599	58,018.30	45,088.03	45,088.03	58,018.30	45,088.03	79,492.06		540,769.28
Other Local Revenues	8600-8799	815.09	815.09	815.09	815.09	815.09	815.09		8,150.94
Interfund Transfers In	8910-8929								0.00
All Other Financing Sources	8931-8979								0.00
Other Receipts/Non-Revenue									0.00
TOTAL RECEIPTS		605,841.37	559,184.33	805,314.30	600,816.12	554,159.09	873,445.09	0.00	7,311,173.62
C. DISBURSEMENTS									
Certificated Salaries	1000-1999	274,615.91	274,615.91	274,615.91	274,615.91	274,615.91	118,531.88		2,849,436.54
Classified Salaries	2000-2999	79,583.56	79,583.56	79,583.56	79,583.56	79,583.56	79,583.56		955,002.71
Employee Benefits	3000-3999	136,922.12	136,922.12	136,922.12	136,922.12	136,922.12	136,922.12		1,643,065.49
Supplies and Services	4000-5999	151,272.52	132,033.29	129,262.26	124,391.15	122,274.69	134,371.11		1,690,084.36
Capital Outlays	6000-6599								0.00
Other Outgo	7000-7499								0.00
Interfund Transfers Out	7600-7629								0.00
All Other Financing Uses	7630-7699								0.00
Other Disbursements/non Expenditures									0.00
TOTAL DISBURSEMENTS		642,394.11	623,154.88	620,383.85	615,512.74	613,396.29	469,408.68	0.00	7,137,589.10
D. PRIOR YEAR TRANSACTIONS									
Accounts Receivable									0.00
Accounts Payable									0.00
TOTAL PRIOR YEAR TRANSACTIONS		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E. NET INCREASE/DECREASE (B - C + D)		(36,552.75)	(63,970.55)	184,930.45	(14,696.62)	(59,237.19)	404,036.41	0.00	173,584.52
F. ENDING CASH (A + E)		3,313,715.05	3,249,744.50	3,434,674.95	3,419,978.33	3,360,741.13	3,764,777.54		
G. ENDING CASH, PLUS ACCRUALS									3,764,777.54

Sierra Charter School Organizational Chart
2024-2025



State of California
Secretary of State

CERTIFICATE OF STATUS
DOMESTIC CORPORATION

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That on the **28th day of April, 1998, SIERRA CHARTER SCHOOL** became incorporated under the laws of the State of California by filing its Articles of Incorporation in this office; and

That said corporation's corporate powers, rights and privileges are not suspended on the records of this office; and

That according to the records of this office, the said corporation is authorized to exercise all its corporate powers, rights and privileges and is in good legal standing in the State of California; and

That no information is available in this office on the financial condition, business activity or practices of this corporation.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of March 18, 2008.



Debra Bowen

DEBRA BOWEN
Secretary of State

jg

State of California

SECRETARY OF STATE

OFFICE OF THE SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 2 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

APR 2 1999

THE GREAT SEAL OF THE STATE OF CALIFORNIA EUREKA

Bill Jones

Secretary of State

Sec/State Form CE-108 (rev. 4/97)

97 35082

2106863

FILED
In the office of the Secretary of State
of the State of California

APR 28 1998

BILL JONES, Secretary of State

ARTICLES OF INCORPORATION OF

SIERRA CHARTER SCHOOL

A California Nonprofit Public Benefit Corporation

One: The name of the corporation is **SIERRA CHARTER SCHOOL.**

Two: This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes. The specific purpose for which this Corporation is organized is to operate a California Charter Public School under Part 26.8 of the California Education Code.

This corporation is organized exclusively for educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States internal revenue law. Notwithstanding any other provision of these articles, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation and the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States internal revenue law, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States internal revenue law.

Three: The name and address in California of the corporation's initial agent for service of process is Gill Todd Siegel, 123 North San Vicente Boulevard, Beverly Hills, California, 90211.

Four: (a) No substantial part of the activities of this corporation shall consist of lobbying or propaganda, or otherwise attempting to influence legislation, except as provided in Section 501(h) of the Internal Revenue Code of 1986, and this corporation shall not participate in or intervene in (including publishing or distributing statements) any political campaign on behalf of or in opposition to any candidate for public office.

(b) All corporate property is irrevocably dedicated to the purposes set forth in Article Two, above. No part of the net earnings of this corporation shall inure to the benefit of any of its directors, trustees, officers, private shareholders or members, or to individuals.

(c) On the winding up and dissolution of this corporation, after paying or adequately providing for the debts, obligations, and liabilities of the corporation, the remaining assets of this corporation shall be distributed to such organization (or organizations) organized and operated exclusively for educational purposes, which has established its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States internal revenue law).

Dated: March 31, 1998

TOM COSGROVE

DECLARATION

I declare that I am the person that executed the foregoing Articles of Incorporation, which execution is my act and deed.

TOM COSGROVE, Incorporator

OFFICE OF THE SECRETARY OF STATE

2106863

FILED
In the office of the Secretary of State
of the State of California

APR 2 8 1998

BILL JONES, Secretary of State

ARTICLES OF INCORPORATION OF

SIERRA CHARTER SCHOOL

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This corporation is organized exclusively for educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States internal revenue law. Notwithstanding any other provision of these articles, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation and the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States internal revenue law, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States internal revenue law.

Three: The name and address in California of the corporation's initial agent for service of process is Gill Todd Siegel, 123 North San Vicente Boulevard, Beverly Hills, California, 90211.

Four: (a) No substantial part of the activities of this corporation shall consist of lobbying or propaganda, or otherwise attempting to influence legislation, except as provided in Section 501(h) of the Internal Revenue Code of 1986, and this corporation shall not participate in or intervene in (including publishing or distributing statements) any political campaign on behalf of or in opposition to any candidate for public office.

(b) All corporate property is irrevocably dedicated to the purposes set forth in Article Two, above. No part of the net earnings of this corporation shall inure to the benefit of any of its directors, trustees, officers, private shareholders or members, or to individuals

(c) On the winding up and dissolution of this corporation, after paying or adequately providing for the debts, obligations, and liabilities of the corporation, the remaining assets of this corporation shall be distributed to such organization (or organizations) organized and operated exclusively for educational purposes, which has established its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States internal revenue law).

Dated: March 31, 1998

TOM COSGROVE

DECLARATION

I declare that I am the person that executed the foregoing Articles of Incorporation, which execution is my act and deed.

TOM COSGROVE, Incorporator

MEETING OF INCORPORATORS

On January 7, 1999, at 10 o'clock, a meeting of the incorporator(s) of **SIERRA CHARTER SCHOOL**, corporate number 2106863, was held to elect the initial members of the board of directors. After nomination and discussion, the following persons were unanimously voted to serve on the board of directors of this corporation, and until their successors shall be elected and qualified:

Lisa Marasco, Madera, California

ORIGINAL

Alvin King, Selma, California

Richard Davis, Fresno, California

Margy Barrett, Firebaugh, California

Joel Hampton, Bridgeport, California

There being no further business, the meeting was adjourned.

Dated: January 7, 1999

Tom Cosgrove, Incorporator

RESOLUTION
OF
BOARD OF DIRECTORS
OF
SIERRA CHARTER SCHOOL, INC
a California Non-Profit Corporation

Whereas, EDUCATIONAL FOUNDATION FOR ETHICS AND PRINCIPALS (EFEP) established SIERRA CHARTER SCHOOL as the Successor to EFEP with respect to its written Agreement with EASTERN SIERRA UNIFIED SCHOOL DISTRICT (ESUSD); and

Whereas, EFEP notified ESUSD of said successor relationship and provided ESUSD with the Articles of Incorporation; and

Whereas, EFEP BOARD OF DIRECTORS ratified on 12-16-98 at a meeting at which a quorum was present EFEP's prior acts designating SIERRRA CHARTER SCHOOL, a California Corporation, as EFEP's successor.

THEREFORE, IT IS RESOLVED that SIERRA CHARTER SCHOOL, a California Non-Profit Corporation, hereby accepts that Successorship as unanimously approved by the BOARD OF DIRECTORS listed and signed below.

I, the undersigned SIERRA CHARTER SCHOOL BOARD OF DIRECTOR, approve the above RESOLUTION as verified by my signature below.

_____ _____
Lisa Marasco Date

_____ _____
Alvin King Date

_____ _____
Richard Davis Date

_____ _____
Joel Hampton Date

_____ _____
Margy Barrett

RESOLUTION
OF
BOARD OF DIRECTORS
OF
SIERRA CHARTER SCHOOL, INC
a California Non-Profit Corporation

Whereas, EDUCATIONAL FOUNDATION FOR ETHICS AND PRINCIPALS (EFEP) established SIERRA CHARTER SCHOOL as the Successor to EFEP with respect to its written Agreement with EASTERN SIERRA UNIFIED SCHOOL DISTRICT (ESUSD); and

Whereas, EFEP notified ESUSD of said successor relationship and provided ESUSD with the Articles of Incorporation; and

Whereas, EFEP BOARD OF DIRECTORS ratified on 12-16-98 at a meeting at which a quorum was present EFEP's prior acts designating SIERRA CHARTER SCHOOL, a California Corporation, as EFEP's successor

THEREFORE, IT IS RESOLVED that SIERRA CHARTER SCHOOL, a California Non-Profit Corporation, hereby accepts that Successorship as unanimously approved by the BOARD OF DIRECTORS listed and signed below

I, the undersigned SIERRA CHARTER SCHOOL BOARD OF DIRECTOR, approve the above RESOLUTION as verified by my signature below.

Lisa Marasco — 1-27-99
Lisa Marasco — Date

Alvin Ray King — 1-28-99
Alvin King — Date

Richard Davis — 1-27-99
Richard Davis — Date

Joel Hampton — 1-28-99
Joel Hampton — Date

Marty Barrett — 1-27-99
Marty Barrett — Date

California Secretary of State

Business Programs Division
1500 11th Street, Sacramento, CA 95814

SIERRA CHARTER SCHOOL
1931 N. FINE AVENUE
FRESNO, CA 93727

Business Amendment Filing Approved

January 10, 2024

Entity Name: SIERRA CHARTER SCHOOL
Entity Type: Nonprofit Corporation - CA - Public Benefit
Entity No.: 2106863
Document Type: Statement of Information
Document No.: BA20240058199
File Date: 01/10/2024

The above referenced document has been approved and filed with the California Secretary of State. To access free copies of filed documents, go to **biz**fileOnline.sos.ca.gov and enter the entity name or entity number in the Search module.

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BA20240058199

STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CA NONPROFIT CORPORATION

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 653-3516

For Office Use Only

-FILED-

File No.: BA20240058199

Date Filed: 1/10/2024

B2402-1412 01/10/2024 9:42 AM Received by California Secretary of State

Entity Details

Corporation Name	SIERRA CHARTER SCHOOL
Entity No.	2106863
Formed In	CALIFORNIA

Street Address of California Principal Office of Corporation

Street Address of California Office	1931 N. FINE AVE. FRESNO, CA 93727

Mailing Address of Corporation

Mailing Address	1931 N. FINE AVENUE FRESNO, CA 93727
Attention	Sherry Iida

Officers

Officer Name	Officer Address	Position(s)
LISA MARASCO	1931N. FINE AVENUE FRESNO, CA 93727	Chief Executive Officer
Sherry Iida	1931N. Fine Avenue Fresno, CA 93727	Secretary, Chief Financial Officer

Additional Officers

Officer Name	Officer Address	Position	Stated Position
None Entered			

Agent for Service of Process

Agent Name	LISA MARASCO
Agent Address	1931 N. FINE AVENUE FRESNO, CA 93727

Email Notifications

Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.

Electronic Signature

☒ By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.

Sherry Iida — Signature

01/10/2024 — Date

Secretary of State

Business Programs Division
1500 11th Street, Sacramento, CA 95814

Sherry Iida
SIERRA CHARTER SCHOOL
1931 N. FINE AVE.
FRESNO, CA 93727

Receipt Date: 01/10/2024
Receipt No.: 5938660

Receipt Detail

Description	Document/Payment No.	Amount
Nonprofit Corp - Statement of Information	BA20240058199	-$20.00
Certified Copy - BE	BA20240058199	-$5.00
Payment - Web Credit Card	42**********5558 / Auth. No. 06473G	$25.00

Total Amount Charged: **-$25.00**
Total Payment Received: **$25.00**

Business UCC

Sherry Iida
siida@sierracharter.org

My Business Records

Search My Records

Entity Information	Initial Filing Date	Status	Entity Type	Formed In	Agent	Actions
SIERRA CHARTER SCHOOL (2106863) *Nonprofit Corporation - CA - Public Benefit*	04/28/1998	Active	Nonprofit Corporation - CA - Public Benefit	CALIFORNIA	LISA MARASCO	

SIERRA CHARTER SCHOOL (2106863)

Nonprofit Corporation - CA - Public Benefit

File Amendment | File Statement of Information | Request Certificate

Initial Filing Date	04/28/1998
Status	Active
Standing - SOS	Good
Standing - FTB	Good
Standing - Agent	Good
Standing - VCFCF	Good
Formed In	CALIFORNIA
Entity Type	Nonprofit Corporation - CA - Public Benefit
Principal Address	1931 N. FINE AVE. FRESNO, CA 93727
Mailing Address	1931 N. FINE AVENUE FRESNO,CA93727
Statement of Info Due Date	04/30/2026

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BYLAWS
OF
SIERRA CHARTER SCHOOL

(A California Nonprofit Public Benefit Corporation)

ARTICLE I
NAME

Section 1. NAME. The name of this corporation is Sierra Charter School.

ARTICLE II
PRINCIPAL OFFICE OF THE CORPORATION

Section 1. PRINCIPAL OFFICE OF THE CORPORATION. The principal office for the transaction of the activities and affairs of this corporation is 1931 N. Fine Avenue, City and County of Fresno, State of California. The Board of Directors may change the location of the principal office. Any such change of location must be noted by the Secretary on these bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

Section 2. OTHER OFFICES OF THE CORPORATION. The Board of Directors may at any time establish branch or subordinate offices at any place or places where this corporation is qualified to conduct its activities.

ARTICLE III
GENERAL AND SPECIFIC PURPOSES; LIMITATIONS

Section 1. GENERAL AND SPECIFIC PURPOSES. The purpose of this corporation is to manage, operate, guide, direct and promote the Sierra Charter School ("Charter School"), a California public charter school. Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE IV
CONSTRUCTION AND DEFINITIONS

Section 1. CONSTRUCTION AND DEFINITIONS. Unless the context indicates otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, and the term "person" includes both a legal entity and a natural person.

ARTICLE V
DEDICATION OF ASSETS

Section 1. DEDICATION OF ASSETS. This corporation's assets are irrevocably dedicated to public benefit purposes as set forth in the Charter School's Charter. No part of the net earnings, properties, or assets of the corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the corporation shall be distributed to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code section 501(c)(3).

ARTICLE VI
CORPORATIONS WITHOUT MEMBERS

Section 1. CORPORATIONS WITHOUT MEMBERS. This corporation shall have no voting members within the meaning of the Nonprofit Corporation Law. The corporation's Board of Directors may, in its discretion, admit individuals to one or more classes of nonvoting members; the class or classes shall have such rights and obligations as the Board of Directors finds appropriate.

ARTICLE VII
BOARD OF DIRECTORS

Section 1. GENERAL POWERS. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws, the corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors ("Board"). The Board may delegate the management of the corporation's activities to any person(s), management company or committees, however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 2. SPECIFIC POWERS. Without prejudice to the general powers set forth in Section 1 of these bylaws, but subject to the same limitations, the Board of Directors shall have the power to:

a. Change the principal office or the principal business office in California from one

location to another; and designate a place in California for holding any meeting of the Board of Directors.

b. Borrow money and incur indebtedness on the corporation's behalf and cause to be executed and delivered for the corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.

c. Adopt and use a corporate seal and alter the form of the seal.

The Board of Directors major roles and responsibilities shall include:

a. Establish and approve all major educational and operational policies.

b. Approve all major contracts.

c. Approve the Charter School's annual budget and monitor the Charter School's fiscal affairs.

d. Appoint and remove, at the pleasure of the Board of Directors, the Principal/CEO; prescribe powers and duties for the Principal/CEO as consistent with law, the articles of incorporation, and these bylaws; and fix the compensation for the Principal/CEO.

e. Delegate to the Principal/CEO the power to appoint and remove, at the pleasure of the Principal/CEO, all other corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; and fix their compensation.

Section 3. NUMBER OF DIRECTORS. The number of directors shall be no less than three (3) and no more than five (5).

The Principal/CEO of the Charter School shall serve as a member of the Board of Directors. The Principal/CEO will recues herself from any agenda items/votes that involve her employment relationship with the charter school.

With the exception of the Principal/CEO of the Charter School, no "interested persons" (as defined in Section 4 of this Article VII) may serve on the Board of Directors.

With the exception of the Principal/CEO of the Charter School, Board members shall be elected by the vote of the majority of the members of the entire Board of Directors. Prior to the vote of the directors, candidates to the Board shall be asked to provide the following information: (1) resume including education, (2) an explanation as to why the candidate would like to serve on the board of directors of a California public charter school, (3) a list of qualities the candidate brings to the Board, and (4) previous decision making experience. All candidates for election to the Board of Directors shall participate in an interview conducted by the Board. Only after this process has been completed shall the Board vote on the candidates to the Board. In the interests of fairness,

former Board members whose terms have expired must re-apply and go through this competitive process should they wish to serve another term on the Board.

Section 4. INTERESTED PERSONS. An interested person is (a) any person compensated by the corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person.

Section 5. DIRECTORS' TERM. Each director shall hold office for six (6) years. The Principal/CEO shall periodically review, keep track of, and apprise the Board of Directors as to the status of the expiration of director terms. There shall be no limit on the amount of terms for which a director may serve.

Section 6. EVENTS CAUSING VACANCIES ON BOARD. A vacancy or vacancies on the Board of Directors shall occur in the event of (a) the death, resignation, or removal of any director; (b) the declaration by resolution of the Board of Directors of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; or (c) the increase of the authorized number of directors.

Section 7. RESIGNATION OF DIRECTORS. Except as provided below, any director may resign by giving notice to the Chairman of the Board, if any, or to the Principal/CEO, or the Secretary, or to the Board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the Board of Directors may elect a successor to take office as of the date when the resignation becomes effective.

Section 8. DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS. Except on notice to the California Attorney General, no director may resign if the corporation would be left without a duly elected director .

Section 9. REMOVAL OF DIRECTORS. Any director may be removed, with or without cause, by the vote of the majority of the members of the entire Board of Directors at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and of the removal questions are given in compliance with the provisions of the Ralph M. Brown Act. (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code). Any vacancy caused by the removal of a director shall be filled as provided in Section 10 of this Article VII.

Section 10. VACANCIES FILLED BY BOARD. Vacancies on the Board of Directors may be filled by approval of the Board of Directors or, if the number of directors then in office is less than a quorum, by (a) the unanimous consent of the directors then in office, (b) the affirmative vote of a majority of the directors then in office at a meeting held according to notice or waivers of notice complying with Corporations Code Section 5211, or (c) a sole remaining director.

Section 11. NO VACANCY ON REDUCTION OF NUMBER OF DIRECTORS. Any reduction of the authorized number of directors shall not result in any directors being removed before his or her term of office expires.

Section 12. PLACE OF BOARD OF DIRECTORS MEETINGS. Meetings shall be held at the principal office of the Corporation. The Board of Directors may designate that a meeting be held at any place within California that has been designated by resolution of the Board of Directors or in the notice of the meeting. All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Section 13. MEETINGS. All meetings of the Board of Directors and its committees shall be called, noticed, and held in compliance with the provisions of the Ralph M. Brown Act ("Brown Act"). (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code).

Section 14. REGULAR MEETINGS. Regular meetings of the Board of Directors, shall be held at such times and places as may from time to time be fixed by the Board of Directors. At least 72 hours before a regular meeting, the Board of Directors, or its designee shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting.

Section 15. SPECIAL MEETINGS. Special meetings of the Board of Directors for any purpose may be called at any time by the Chairman of the Board of Directors, if there is such an officer, or the Principal/CEO, or the Secretary, or any two directors. The party calling a special meeting shall determine the place, date, and time thereof.

Section 16. NOTICE OF SPECIAL MEETINGS. In accordance with the Brown Act, special meetings of the Board of Directors may be held only after twenty-four (24) hours notice is given to each director and to the public through the posting of an agenda. Pursuant to the Brown Act, the notice of special meeting shall state the time of the meeting, and the place if the place is other than the principal office of the Corporation, and the general nature of the business proposed to be transacted at the meeting. No business, other than the business set forth in the notice of the meeting, may be transacted at a special meeting.

Section 17. QUORUM. A majority of the voting directors then in office shall constitute a quorum. All acts or decisions of the Board of Directors will be by majority vote based upon the presence of a quorum. Should there be fewer than a majority of the directors present at any meeting, the meeting shall be adjourned. Voting directors may not vote by proxy.

Section 18. TELECONFERENCE MEETINGS. Members of the Board of Directors may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

a. At a minimum, a quorum of the members of the Board of Directors shall participate in the teleconference meeting from locations within the geographic

boundaries in which the Charter School operates;

b. All votes taken during a teleconference meeting shall be by roll call;

c. If the Board of Directors elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;

d. All locations where a member of the Board of Directors participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;[1]

e. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board of Directors directly at each teleconference location; and

f. The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.[2]

Section 19. ADJOURNMENT. A majority of the directors present, whether or not a quorum is present, may adjourn any Board of Directors meeting to another time or place. If a meeting is adjourned for more than twenty-four (24) hours, notice of such adjournment to another time or place shall be given, prior to the time schedule for the continuation of the meeting, to the directors who were not present at the time of the adjournment, and to the public in the manner prescribed by any applicable public open meeting law.

Section 20. COMPENSATION AND REIMBURSEMENT. Directors shall serve without compensation except that a reasonable fee may be paid to directors for mileage/travel expenses. They shall be allowed reasonable advancement or reimbursement of expenses incurred in the performance of their duties.

Section 21. CREATION AND POWERS OF BOARD COMMITTEES. The Board, by resolution adopted by a majority of the directors then in office, may create one or more Board committees, each consisting of two or more voting directors and no one who is not a director, to serve at the pleasure of the Board. Appointments to committees of the Board of Directors shall be by majority vote of the authorized number of directors. The Board of Directors may appoint one or more directors as alternate members of any such Board committee, who may replace any absent Board committee member at any meeting. Any such Board committee shall have all the authority of the Board, to the extent provided in the Board of Directors' resolution, except that no Board committee may:

a. Take any final action on any matter that, under the California Nonprofit Public

[1] This means that members of the Board of Directors who choose to utilize their homes or offices as teleconference locations must open these locations to the public and accommodate any members of the public who wish to attend the meeting at that location.

[2] The Brown Act prohibits requiring members of the public to provide their names as a condition of attendance at the meeting.

Benefit Corporation Law, also requires approval of the members or approval of a majority of all members;

b. Fill vacancies on the Board of Directors or any committee of the Board;

c. Fix compensation of the directors for serving on the Board of Directors or on any committee;

d. Amend or repeal bylaws or adopt new bylaws;

e. Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or subject to repeal;

f. Create any other committees of the Board of Directors or appoint the members of committees of the Board;

g. Expend corporate funds to support a nominee for director if more people have been nominated for director than can be elected; or

h. Approve any contract or transaction to which the corporation is a party and in which one or more of its directors has a material financial interest.

Section 22. MEETINGS AND ACTION OF BOARD COMMITTEES. Meetings and actions of committees of the Board of Directors shall be governed by, held, and taken under the provisions of these bylaws concerning meetings, other Board of Directors' actions, and the Brown Act, if applicable, except that the time for general meetings of such Board committees and the calling of special meetings of such Board committees may be set either by Board of Directors' resolution or, if none, by resolution of the Board committee. Minutes of each Board committee meeting shall be kept and shall be filed with the corporate records. The Board of Directors may adopt rules for the governance of any Board committee as long as the rules are consistent with these bylaws. If the Board of Directors has not adopted rules, the Board committee may do so.

Section 23. NON-LIABILITY OF DIRECTORS. No director shall be personally liable for the debts, liabilities, or other obligations of this corporation.

Section 24. COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS. The Charter School and the Board of Directors shall comply with all applicable provisions of the Family Education Rights Privacy Act ("FERPA") as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

ARTICLE VIII
OFFICERS OF THE CORPORATION

Section 1. OFFICES HELD. The officers of this corporation shall be a Chief Executive Officer ("Principal/CEO"), a Secretary, and a Chief Financial Officer ("Business Director/CFO"). The corporation, at the Board's direction, may also have a Chairman of the Board of Directors ("Chairman of the Board") and a Vice-Chairman of the Board of Directors ("Vice-Chairman of the Board").

Section 2. DUPLICATION OF OFFICE HOLDERS. Any number of offices may be held by the same person, except that neither the Secretary nor the Business Director/CFO may serve concurrently as either the Principal/CEO or the Chairman of the Board.

Section 3. APPOINTMENT OF OFFICERS. The Principal/CEO shall be appointed by the Board of Directors and shall serve at the pleasure of the Board, subject to the rights of the Principal/CEO under any employment contract. The Board of Directors has delegated to the Principal/CEO the power to appoint all other officers, who shall serve at the pleasure of the Principal/CEO, subject to the rights of any officer under any employment contract.

Section 4. REMOVAL OF OFFICERS. Without prejudice to the rights of any officer under an employment contract, the Board of Directors may remove the Principal/CEO with or without cause, and the Board of Directors has delegated to the Principal/CEO the power to remove any other officer with or without cause.

Section 5. RESIGNATION OF OFFICERS. Any officer may resign at any time by giving notice to the Principal/CEO or to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the corporation under any contract to which the officer is a party.

Section 6. VACANCIES IN OFFICE. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointment to that office.

Section 7. CHAIRMAN OF THE BOARD. If a Chairman of the Board of Directors is elected, he or she shall preside at the Board of Directors' meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time. If a Chairman of the Board of Directors is elected, there shall also be a Vice-Chairman of the Board of Directors. In the absence of the Chairman, the Vice-Chairman shall preside at Board of Directors meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time.

Section 8. CHIEF EXECUTIVE OFFICER ("PRINCIPAL/CEO"). Subject to such supervisory powers as the Board of Directors may give to the Chairman of the Board, if any, and subject to the control of the Board, and subject to the Principal/CEO's contract of employment, the Principal/CEO shall be the general manager of the corporation and shall supervise, direct, and control the corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification. The Principal/CEO shall have such other powers and duties as the Board of Directors or the bylaws may require.

Section 9. SECRETARY. The Secretary shall keep or cause to be kept, at the corporation's principal office or such other place as the Board of Directors may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was regular or special, and if special, how authorized; the notice given; and the names of

the directors present at Board of Directors and Board committee meetings.

The Secretary shall keep or cause to be kept, at the principal California office, a copy of the articles of incorporation and bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board of Directors that these bylaws require to be given. The Secretary shall have such other powers and perform such other duties as the Board of Directors or the bylaws may require.

Section 10. CHIEF FINANCIAL OFFICER ("BUSINESS DIRECTOR/CFO"). The Business Director/CFO shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the corporation's properties and transactions. The Business Director/CFO shall send or cause to be given to directors such financial statements and reports as are required to be given by law, by these bylaws, or by the Board. The books of account shall be open to inspection by any director at all reasonable times.

The Business Director/CFO shall (a) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the corporation with such depositories as the Board of Directors may designate; (b) disburse the corporation's funds as the Board of Directors may order; (c) render to the Principal/CEO, Chairman of the Board, if any, and the Board, when requested, an account of all transactions as Business Director/CFO and of the financial condition of the corporation; and (d) have such other powers and perform such other duties as the Board, contract, job specification, or the bylaws may require.

ARTICLE IX
CONTRACTS WITH DIRECTORS

Section 1. CONTRACTS WITH DIRECTORS. The Corporation shall not enter into a contract or transaction in which a director directly or indirectly has a material financial interest (nor any other corporation, firm, association, or other entity in which one or more of this Corporation's directors are directors have a material financial interest) unless all of the following apply:

a. The director with a material financial interest in the proposed contract or transaction fully discloses his/her financial interest in such contract or transaction in good faith and said disclosure is noted in the Board of Directors meeting minutes.

b. The director with a material financial interest in the proposed contract or transaction recuses himself/herself from any participation whatsoever in the proposed contract or transaction (i.e., the interested director who recuses himself/herself shall refrain from voting on the matter and shall leave the room during Board discussion and when the final vote is taken).

c. Such contract or transaction is authorized in good faith by a majority of the Board of Directors by a vote sufficient for that purpose.

d. Before authorizing or approving the transaction, the Board of Directors considers and in good faith decides after reasonable investigation that the corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances.

e. The corporation for its own benefit enters into the transaction, which is fair and reasonable to the corporation at the time the transaction was entered into.

This Section does not apply to a transaction that is part of an educational or charitable program of this corporation if it (a) is approved or authorized by the corporation in good faith and without unjustified favoritism and (b) results in a benefit to one or more directors or their families because they are in the class of persons intended to be benefited by the educational or charitable program of this corporation.

ARTICLE X
CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES

Section 1. CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES. The Corporation shall not enter into a contract or transaction in which a non-director designated employee (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest unless all of the requirements in the Sierra Charter School Conflict of Interest Policy have been fulfilled.

ARTICLE XI
LOANS TO DIRECTORS AND OFFICERS

Section 1. LOANS TO DIRECTORS AND OFFICERS. This corporation shall not lend any money or property to or guarantee the obligation of any director or officer without the approval of the California Attorney General; provided, however, that the corporation may advance money to a director or officer of the corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that director or officer would be entitled to reimbursement for such expenses of the corporation.

ARTICLE XII
INDEMNIFICATION

Section 1. INDEMNIFICATION. To the fullest extent permitted by law, this corporation shall indemnify its directors, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the corporation by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the Board of Directors by any person seeking indemnification under

Corporations Code Section 5238 (b) or Section 5238 (c) the Board of Directors shall promptly decide under Corporations Code Section 5238 (e) whether the applicable standard of conduct set forth in Corporations Code Section 5238 (b) or Section 5238 (c) has been met and, if so, the Board of Directors shall authorize indemnification.

ARTICLE XIII
INSURANCE

Section 1. INSURANCE. This corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its directors, officers, employees, and other agents, to cover any liability asserted against or incurred by any director, officer, employee, or agent in such capacity or arising from the director's, officer's, employee's, or agent's status as such.

ARTICLE XIV
MAINTENANCE OF CORPORATE RECORDS

Section 1. MAINTENANCE OF CORPORATE RECORDS. This corporation shall keep:

a. Adequate and correct books and records of account;

b. Written minutes of the proceedings of the Board and committees of the Board; and

c. Such reports and records as required by law.

ARTICLE XV
INSPECTION RIGHTS

Section 1. DIRECTORS' RIGHT TO INSPECT. Every director shall have the right at any reasonable time to inspect the corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary as permitted by California and federal law. The inspection may be made in person or by the director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

Section 2. ACCOUNTING RECORDS AND MINUTES. On written demand on the corporation, any director may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Board of Directors and committees of the Board of Directors at any reasonable time for a purpose reasonably related to the director's interest as a director. Any such inspection and copying may be made in person or by the director's agent or attorney. This right of inspection extends to the records of any subsidiary of the corporation.

Section 3. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS.

This corporation shall keep at its principal California office the original or a copy of the articles of incorporation and bylaws, as amended to the current date, which shall be open to inspection by the directors at all reasonable times during office hours. If the corporation has no business office in California, the Secretary shall, on the written request of any director, furnish to that director a copy of the articles of incorporation and bylaws, as amended to the current date.

ARTICLE XVI
REQUIRED REPORTS

Section 1. ANNUAL REPORTS. The Board of Directors shall cause an un-audited annual report to be sent to itself (the members of the Board of Directors) within 120 days after the end of the corporation's fiscal year. That report shall contain the following information, in appropriate detail:

a. The assets and liabilities, including the trust funds, or the corporation as of the end of the fiscal year;

b. The principal changes in assets and liabilities, including trust funds;

c. The corporation's revenue or receipts, both unrestricted and restricted to particular purposes;

d. The corporation's expenses or disbursement for both general and restricted purposes;

e. Any information required under these bylaws; and

f. An independent accountant's report or, if none, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the corporation's books and records.

Section 2. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. As part of the un-audited annual report to all directors, or as a separate document , the corporation shall, within 120 days after the end of the corporation's fiscal year, annually prepare and mail or deliver to each director and furnish to each director a statement of any transaction or indemnification of the following kind: Any transaction (i) in which the corporation was a party, (ii) in which an "interested person" had a direct or indirect material financial interest, and (iii) which involved more than $50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than $50,000. For this purpose, an "interested person" is any director or officer of the corporation.

The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the corporation, and the nature of their interest.

ARTICLE XVII
BYLAW AMENDMENTS

Section 1. BYLAW AMENDMENTS. The Board of Directors may adopt, amend or repeal any of these Bylaws by a majority of the directors present at a meeting duly held at which a quorum is present, except that no amendment shall change any provisions of the Charter that created the Sierra Charter School or make any provisions of these Bylaws inconsistent with that Charter, the corporation's Articles of Incorporation, or any laws.

ARTICLE XVIII
FISCAL YEAR

Section 1. FISCAL YEAR OF THE CORPORATION. The fiscal year of the Corporation shall begin on July 1st and end on June 30th of each year.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of the Sierra Charter School, a California nonprofit public benefit corporation; that these bylaws, consisting of 13 pages, are the bylaws of this corporation as amended by the Board of Directors on October 28, 2021 and that these bylaws have not been amended or modified since that date.

Executed on 11:00 A.M. at Fresno, California.

Sherry Iida

Sherry Iida, Secretary

Sierra Charter School

2024-2025 School Calendar

JULY						
S	M	T	W	T	F	S
	1	2	3	~~4~~	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Closed Days 14

Instr. Days 0 Holidays 1

AUGUST						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Instr. Days 20 Holidays 0

SEPTEMBER						
S	M	T	W	T	F	S
1	~~2~~	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Instr. Days 20 Holidays 1

OCTOBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Instr. Days 23 Holidays 0

NOVEMBER						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	~~11~~	12	13	14	15	16
17	18	19	20	21	~~22~~	23
24	25	26	27	~~28~~	~~29~~	30

Closed Days 3

Instr. Days 15 Holidays 3

DECEMBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	**19**	20	21
22	23	~~24~~	~~25~~	26	27	28
29	30	~~31~~				

Closed Days 5

Instr. Days 14 Holidays 3

JANUARY						
S	M	T	W	T	F	S
			~~1~~	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	~~20~~	21	22	23	24	25
26	27	28	29	30	31	

Closed Days 2

Instr. Days 19 Holidays 2

FEBRUARY						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	~~10~~	11	12	13	14	15
16	~~17~~	18	19	20	21	22
23	24	25	26	27	28	

Instr. Days 18 Holidays 2

MARCH						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	~~14~~	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Instr. Days 21 Holidays 0

APRIL						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	~~18~~	19
20	~~21~~	22	23	24	25	26
27	28	29	30			

Closed Days 4

Instr. Days 16 Holidays 2

MAY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	**13**	14	15	16	17
18	19	20	21	22	23	24
25	~~26~~	27	28	29	30	31

Instr. Days 9 Holidays 1

JUNE						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	~~19~~	20	21
22	23	24	25	26	27	28
29	30					

Closed Days 7

Instr. Days 0 Holidays 1

School Starts → August **5**

School Ends → May **13**

175 Instructional Days → **171** **2** **2**

First Semester Ends → December **19**

Closed Days

Last Day of Enrollment → February ~~13~~ Earlier if school is at capacity

Quarter Periods	Semesters *
1st Qtr = Aug. 5th - Oct. 4th	2nd Qtr = Oct. 7th - Dec. 19th*
3rd Qtr = Jan. 6th - Mar. 7th	4th Qtr = Mar. 10th - May 13th*

Grade Level	Annual Instructional Minutes
Kindergarten	36,000
Grades 1-3	50,400
Grades 4-8	54,000
Grades 9-12	64,800

1st Apportionment	P-1	November 22, 2024	22
2nd Apportionment	P-2	March 14, 2025	14

Thanksgiving Break	Nov. 25th thru Nov. 29th
Winter Break	Dec. 20th thru Jan. 3rd
Spring Break	Apr. 14th thru Apr. 21st

Sierra Charter Office - CLOSED
Thanksgiving, Winter & Spring Break & Holidays

Holidays (16)		~~X~~
July	4	Independence Day
September	2	Labor Day
November	11	Veterans Day
November	28	Thanksgiving
November	29	Day After Thanksgiving
December	24	Christmas Eve
December	25	Christmas Day
December	31	New Year's Eve
January	1	New Year's Day
January	20	Martin Luther King Jr. Day
February	10	Lincoln's Birthday
February	17	Presidents' Day
April	18	Good Friday
April	21	Exchanged for Cesar Chavez
May	26	Memorial Day

FIFTH MODIFICATION OF AMENDED AND RESTATED MASTER LEASE BETWEEN UNIVERSITY MONTEREY SPE, LIMITED PARTNERSHIP AND SIERRA CHARTER SCHOOL

This Fifth Modification of Amended and Restated Master Lease (the "Fifth Amendment") made and entered into as of 18th day of May, 2022, by and between University Monterey SPE Limited Partnership, a California limited partnership, hereafter referred to as "Landlord", and Sierra Charter School, a California non-profit organization hereafter referred to as "Tenant."

WHEREAS, Landlord leased certain premises in the Monterey Village Complex at 1931, 1885, 1903, 1923 N Fine Avenue and 1939 N Fine Avenue, Suite 103, Fresno, California (the "Original Premises"), to Tenant pursuant to that certain Amended and Restated Master Lease executed by and between Landlord and Tenant, dated the 1st day of July 2007 (the "Master Lease");

WHEREAS, the parties entered into a First Modification of the Amended and Restated Master Lease executed by and between Landlord and Tenant (the "First Amendment") effective July 1, 2009 to add certain Expansion Space known as 1939 N Fine Avenue, Suite 101 (the "1939 Expansion Space);

WHEREAS, the parties entered into a Second Modification of Amended and Restated Master Lease executed by and between Landlord and Tenant (the "Second Amendment") dated May 1st, 2010 which extended the term of the Master Lease for an additional five (5) years from July 1, 2012 through June 30, 2017 (the "First Extended Term");

WHEREAS, the parties entered into a Third Modification of Amended and Restated Master Lease executed by and between Landlord and Tenant (the "Third Amendment"), dated 17th day of July 2012 which gave Sierra Charter School permission to install five (5) rubber speed bump in the driveways of the Project;

WHEREAS, the parties entered into a Fourth Modification of Amended and Restated Master Lease executed by and between Landlord and Tenant (the "Fourth Amendment"), dated May 7th, 2014 which extended the term for period July 1, 2017 to June 30, 2022 (the "Fourth Extended Term") and added 2,644 square feet (the "1875 Expansion Space") located at 1875 N Fine, Fresno, California commencing June 1, 2014, to the Lease;

WHEREAS, after the Fourth Amendment was entered into, Landlord and Tenant entered into a certain Office Lease Monterey Village for 1915 Fine Ave, Suite 103, Fresno, CA ("1915-103"), dated April 20th, 2015 (the "1915-103 Lease") consisting of 765 net rentable square feet with Tenant's Percentage Share of 2.59% and Tenant's Utility Share of 2.59%;

WHEREAS, Landlord is not holding a Security Deposit for 1915-103;

WHEREAS, Landlord is currently holding a Security Deposit in the amount of $19,356.00, which has been allocated as follows:

Master Lease	Security Deposit
Original Premises	
1885 N Fine	$1,739.00
1903 N Fine	$4,018.00
1923 N Fine	$4,410.00
1931 N Fine	$3,395.00
1939 N Fine, Suite 103	$611.00
subtotal	$14,173.00
1939 Expansion Space	
1939 N Fine, Suite 101	$2,454.00
subtotal	$16,627.00
1875 Expansion Space	
1875 N Fine	$2,729.00
Total	**$19,356.00**
1915-103 Lease	Security Deposit
1915 N Fine, Suite 103	Waived
Grand Total	**$19,356.00;**

WHEREAS, the 1915-103 Lease had a Commencement Date of July 1, 2015 and an Expiration Date of June 30, 2022 and the parties wish to incorporate 1915-103 into this Fifth Amendment;

WHEREAS, the Master Lease, the First Amendment, Second Amendment, Third Amendment, the Fourth Amendment, the 1915-103 Lease and this Fifth Amendment, as may be further modified from time to time, are collectively referred to as the "Lease;"

WHEREAS, the Original Premises, the 1939 Expansion, the 1875 Expansion Space, and 1915-103 are collectively referred to as the "Premises;"

WHEREAS, for the period July 1, 2021 to June 30, 2022, the square footage, current monthly Base Rent and Tenant's Percentage Share of the Premises is as follows:

Period	7/1/2021-6/30/2022		
Master Lease	SQ. FT.	Base Rent	Tenant's Percentage Share
Original Premises			
1885 N Fine	3,248	$4,063.35	10.98%
1903 N Fine	4,204	$5,259.34	14.22%
1923 N Fine	4,174	$5,221.79	14.11%
1931 N Fine	4,039	$5,052.90	13.66%
1939 N Fine, Suite 103	643	$804.41	2.17%
subtotal	16,308	$20,401.79	55.14%
1939 Expansion Space			
1939 N Fine, Suite 101	1,203	$1,504.99	4.07%
subtotal	17,511	$21,906.78	59.21%
1875 Expansion Space			
1875 N Fine	2,644	$3,261.18	8.94%
Total	**20,155**	**$25,167.96**	**68.15%**
1915-103 Lease	SQ. FT.	Base Rent	Tenant's Percentage Share
1915 N Fine, Suite 103	765	$666.95	2.59%
Grand Total	**20,920**	**$25,834.91**	**70.74%**

WHEREAS, the Lease currently has an Expiration Date of June 30, 2022 and Tenant wishes to extend the term of the Lease for an additional five years from July 1, 2022 to June 30, 2027 (the "Fifth Extended Term"); and

WHEREAS, Tenant also desires Landlord to address the following issues:

a. Landlord is to undertake specified roof repairs;

b. Landlord is to approve of a fencing plan and Landlord to pay for the removal of agreed to trees;

c. Landlord and Tenant to negotiate leasing certain expansion space should that space become available; and

d. Landlord and Tenant to negotiate the sale of the Property and/or Premises when Tenant is in a financial position to consider said purchase;

NOW THEREFORE, it is agreed as follows:

1. Section 1.3 of the Lease shall be amended and restated in its entirety to provide as follows:

"1.3 Premises: For the Fifth Amendment shall be:

Location	Suite	
1885 N Fine	Entire Building	("1885-101")
1903 N Fine	Entire Building	("1903-101")
1923 N Fine	Entire Building	("1923-101")
1931 N Fine	Entire Building	("1931-101")
1939 N Fine	Suite #101	("1939-101")
1939 N Fine	Suite #103	("1939-103")
1875 N Fine	Entire Building	("1875-101")
1915 N Fine	Suite #103	("1915-103")."

2. Section 1.5 of the Lease shall be amended and restated in its entirety to provide as follows:

"1.5 Rentable Area of the Premises: For the Fifth Amendment, the rentable area is as follows:

Location	SQ. FT.
1885-101	3,248
1903-101	4,204
1923-101	4,174
1931-101	4,039
1939-101	1,203
1939-103	643
1875-101	2,644
1915-103	765
Total	20,920."

3. Section 1.9 of the Lease shall be modified by adding the following:

"1.9 Commencement Date: For the Fifth Extended Term, July 1, 2022:"

4. Section 1.10 of the Lease shall be modified by adding the following:

"1.10 Expiration Date: For the Fifth Extended Term: June 30, 2027."

5. Section 1.12 of the Lease shall be amended and restated in its entirety to provide as follows:

"1.12 Security Deposit: For the Fifth Amendment is as follows:

$14,173	Original Premises
$2,454	1939-101 Expansion Space
$2,729	1875 Expansion Space
$0	1915-101 Expansion Space
$19,356	Total."

6. Section 1.13 of the Lease shall be amended and restated in its entirety to provide as follows:

"Section 1.13 Tenant's Percentage Share: For the Fifth Amendment is as follows:

Location	Tenant's Percentage Share
1885 N Fine	10.98%
1903 N Fine	14.22%
1923 N Fine	14.11%
1931 N Fine	13.66%
1939 N Fine #101	4.07%
1939 N Fine #103	2.17%
1875 N Fine	8.94%
1915 N Fine, #103	2.59%
TOTAL	70.74%."

7. Section 1.13A of the Lease shall be amended and restated in its entirety to provide as follows:

"Section 1.13A Tenant's Utility Share: For the Fifth Amendment is as follows:

Location	Tenant's Percentage Share
1885 N Fine	10.98%
1903 N Fine	14.22%
1923 N Fine	14.11%
1931 N Fine	13.66%
1939 N Fine #101	4.07%
1939 N Fine #103	2.17%
1875 N Fine	8.94%
1915 N Fine, #103	2.59%
TOTAL	70.74%."

8. Section 4 of the Lease shall be amended and restated in its entirety as follows:

"1.11 Base Rent: The parties agree that the monthly Base Rent (the "Base Rent") due on the first day of each month for the period July 1, 2022 to June 30, 2027 shall be as follows:

a. For the period July 1, 2022 through June 30, 2023, the Base Rent shall be the prior year's Base Rent plus the Adjustment Factor.

b. For the period July 1, 2023 through June 30, 2024, the Base Rent shall be the prior year's Base Rent plus the Adjustment Factor.

c. For the period July 1, 2024 through June 30, 2025, the Base Rent shall be the prior year's Base Rent plus the Adjustment Factor.

d. For the period July 1, 2025 through June 30, 2026, the Base Rent shall be the prior year's Base Rent plus the Adjustment Factor.

e. For the period July 1, 2026 through June 30, 2027, the Base Rent shall be the prior year's Base Rent plus the Adjustment Factor.

The "Adjustment Factor" shall mean the increase, if any, in the Consumer Price Index All Urban Consumers for Los Angeles-Riverside-Orange County, CA (CUURA421SA0)."

9. Roof Repair. Landlord shall obtain a roof report on each building occupied by Tenant and perform the necessary corrective work recommended by the report to flat roofs and drains.

10. Fence Plan. Tenant has submitted a fence plan, a copy of which is attached as Exhibit A. Landlord approves of the fence plan and agrees to remove trees as shown in the agreed upon fence plan.

11. Property Taxes. Section 7 of the Master Lease shall be amended and restated in its entirety as follows:

"7. TENANT'S SHARE OF INCREASED COSTS.

(a) The rental payable by Tenant during each calendar year shall be increased by (i) Tenant's Percentage Share of the total dollar increase, if any, in Operating Expenses (as defined herein) paid or incurred by Landlord in such calendar year in excess of $57,935 and Tenant's Percentage Share of the Property Taxes (as defined herein) paid or incurred by Landlord in such calendar year.

(b) During December of each calendar year or as soon thereafter as practicable Landlord shall give Tenant written notice of Landlord's estimate of the amounts payable by Tenant under subsection (a) above for the ensuing calendar year. On or before the first day of each month during the ensuing calendar year, Tenant shall pay to Landlord one-twelfth (1/12th) of such estimated amounts, provided that if such notice is not given in December then Tenant shall continue to pay on the basis of the prior year estimate until the first day of the calendar month next succeeding the date such notice is given. If at any time or times it appears to Landlord that the amounts payable under subsection (a) above for the current calendar year will vary from its estimate by more than five percent (5%), Landlord may, by written notice to Tenant, revise its estimates for such year, and subsequent payments by Tenant for such year shall be based upon such revised estimate. Alternatively, rather than bill Tenant based upon estimated payments, at Landlord's election, Landlord may bill Tenant after the conclusion of a calendar year based upon that year's actual Property Taxes and Operating Expenses. If Landlord chooses to bill Tenant in arrears, then the amounts payable by Tenant under subsection (a) above for prior calendar years shall be due ten (10) days after receipt of Landlord's written invoice.

(c) Except as provided otherwise in subsection (b) above, after the close of a calendar year, Landlord shall deliver to Tenant a statement of amounts payable under subsection (a) above for such calendar year. If such statement shows an amount owing by Tenant that is less than the estimated payments for such calendar year previously made by Tenant and Tenant is not in default in the performance or

observance of any of the terms, covenants or conditions of this Lease at the time such statement is delivered, Landlord shall credit such amount to the next rental payments falling due under this Lease; provided, however, that if such sums are due to Tenant at the end of the lease Term, such sums will be paid to Tenant within (30) days. If such statement shows an amount owing by Tenant that is more than the estimated payments for such calendar year previously made by Tenant, Tenant shall pay the deficiency to Landlord within thirty (30) days after delivery of such statement. The respective obligations of Landlord and Tenant under subsections (b) and (c) shall survive the expiration or other termination of the term of this Lease, and if the term of this Lease shall expire or terminate on a day other than the last day of the calendar year, the adjustment in rent pursuant to this paragraph 7 for the calendar year in which the term expires or otherwise terminates shall be prorated in the proportion that the number of days in such year preceding expiration or termination of the Lease bears to the number 365.

(d) Unless the context otherwise specifies or requires, as used herein the following terms shall have the meanings specified:

(i) "Operating Expenses" shall mean (i) all costs of management, operation and maintenance of the Project, including, without limitation, janitorial, maintenance, security guard and other service contracts and association dues, charges for heat, light, power, and other utilities furnished by Landlord and not furnished by Tenant or not otherwise billed to Tenant by Landlord; materials, supplies, equipment and tools; maintenance and repairs; the cost of window covering, insurance premiums and license, permit and inspection fees; depreciation on personal property; assessments paid to any condominium owners' association other than such assessments for matters which would not be properly chargeable to Tenant under this Lease in the absence of such condominiumization; management office rent or rental value; management fees; and wages, salaries, employee benefits and payroll burden of personnel engaged in the management, operation and maintenance of the Project; and (2) the cost or portions thereof allocable to the Project of any improvements made to the Project by Landlord after the Commencement Date that reduce other Operating Expenses or become required after the date of this Lease as a result of governmental orders, ordinances, codes, rules and regulations; provided, however, that Operating Expenses shall not include Property Taxes, depreciation of the Project costs of tenants' improvements, real estate brokers' commissions, executive salaries (exclusive of salaries, wages or fees paid for management activities) and capital items other than those referred to in this clause. The determination of all Operating Expenses allocable to the Project shall be made by Landlord in good faith and shall be final and binding on Tenant.

(ii) "Property Taxes" shall mean all taxes, assessments and charges levied upon or with respect to the Project. Property Taxes shall include, without limitation, all general real property taxes and general and special assessments, service payments in lieu of taxes, and any tax, fee or excise on the act of entering into this Lease or any other lease of space in the Project, or on the use or occupancy of the Project or any part thereof, or on the rent payable under any lease or in connection with the business of renting space in the Project, that are now or hereafter levied or assessed against Landlord by the United States of America, the State of California, or any political subdivision, public corporation, district or other political or public entity, and shall also include any other tax, fee or other excise, however described, that may be levied or assessed as a substitute for, or as an addition to, in whole or in part, any other Property Taxes, as well as any and all assessments imposed by any condominium owners' association, which are attributable to Property Taxes. Property Taxes shall not include income, franchise, transfer, inheritance or capital stock taxes, unless, due to a change in the method of taxation, any of such taxes is levied or assessed against Landlord as a substitute for, or as an addition to, in whole or in part, any other tax which would otherwise constitute a Property Tax. Property Taxes shall also include reasonable legal fees, costs and disbursements incurred in connection with proceedings to contest, determine or reduce Property Taxes.

(iii) Reserved.

(iv) Reserved.

(v) "Tenant's Percentage Share" shall mean that percentage set forth in Section 7 of this Fifth Amendment, and as may be further adjusted in the future. This percentage figure has been obtained by dividing the net rentable area of the Premises, which Landlord and Tenant agree is set forth in Section 2 of this Fifth Amendment, and as may be further adjusted in the future, by the total net rentable area of the Project, which Landlord and Tenant agree is presently 29,574 square feet, and multiplying such quotient by 100. In the event Tenant's Percentage Share is changed during a calendar year by reason of a change in the net rentable area of the Premises or the Project, Tenant's Percentage Share shall thereafter mean the result obtained by dividing the new net rentable area of the Premises, if any, by the new total net rentable area of the Project, if any, and multiplying such quotient by 100.

(e) Notwithstanding the above, in the event that Tenant's status as a school results in an exemption from the property tax for Landlord on Premises occupied by Tenant, then Tenant (for the years and to the extent the exemption applies) shall not be liable for reimbursing Landlord for Landlord's property taxes under this Section 7 of the Lease. If Tenant determines that its exemption may be passed onto Landlord, Tenant

shall promptly and timely file a claim for Organizational Clearance Certificate with the State Board of Equalization and a Claim for Welfare Exemption with the County of Fresno Assessor's Office. Tenant shall also meet periodic filing requirements which shall be filed on a timely basis. Tenant shall remain liable to reimburse Landlord for Tenant's Percentage Share of Landlord's Property Taxes for the years when the exemption is inapplicable and/or to the extent it is determined that the exemption is inapplicable. Landlord and Tenant agree that due to Tenant's tax exempt status, Landlord is charging a lower than market rent."

12. 1939-102 Expansion Space. Should the current tenant who occupies 1939 North Fine, Suite 102 (the "1939-102 Expansion Space") be unable to sell its business and decide to terminate its lease, Landlord shall notify Tenant of its availability. The area of the Expansion Space is approximately 858 square feet and Tenant's Percentage Share is 2.9%. Tenant shall have the right to rent the Expansion Space at the then average rent per square foot that current tenant is then paying.

13. Purchase of the Property and/or Premises. Should Tenant become financially able to purchase either the Premises or the entire Property, Tenant shall deliver a written notice to Landlord that its financial position has changed and thereafter, the parties shall negotiate for a period of not less than sixty (60) days from the receipt by Landlord of Tenant's written notice in good faith the terms of a purchase and sale.

14. Execution. This Fifth Amendment may be executed in any number of identical counterparts, each constituting an original, but all of which shall together constitute one and the same instrument. The parties agree that this Fifth Amendment, agreements ancillary to this Fifth Amendment, and related documents to be entered into in connection with this Fifth Amendment will be considered signed when the signature of a party is delivered by facsimile transmission or delivered by scanned image (e.g. .pdf or .tiff file extension name) as an attachment to electronic mail (email). Such facsimile or scanned signature shall be treated in all respects as having the same effect as an original signature.

15. In all other respects, the terms of the Lease are hereby reaffirmed except as explicitly modified by this Fifth Amendment.

IN WITNESS HEREOF, Landlord and Tenant have executed this Fifth Amendment by representatives duly authorized so to do as of the day and year first hereinabove written.

[*Signatures on the next page*]

LANDLORD

University Monterey SPE Limited Partnership, a California limited partnership

By: University Monterey SPE Manager LLC, a Delaware limited liability company, its general partner

By: _____
Allan H. Cadgene, Manager

TENANT

Sierra Charter School, a California non-profit organization

By: _____
Lisa Marasco, Principal, CEO

Exhibit A

Fence Plan

To be provided.


1915
1923
Sierra Charter School
Sandwich Shoppe
Sandwich
1911
1903
1885
1875

Fresno Unified School District

Fresno Unified School District
Request for Board Member Information

Serving on a public charter school board is a position of great trust and responsibility. As a board member of a public school, you are not only ultimately responsible for the education of all students enrolled in the charter school, but also entrusted with the obligation to see that the public monies which are given to the charter school are legally and prudently spent.

Providing the requested information for each board member, will assist the authorizing District's Board in determining whether the petitioners are able to demonstrate that the charter school will be run in a financially, organizationally, and educationally sound manner.

Background

Will you be at least eighteen years old by January 1 of the year in which you plan to serve as a board member for the charter school? ☑ Yes ☐ No

Please submit typed responses to the inquiries below. Attach resume.

1. Indicate how you became aware of the charter school and the opportunity to serve as a member of its board, including who invited you to sit on the board.

I became aware of the position to serve as a board member for Sierra Charter School, through Mr. Dwayne Stewart. He cordially invited me to sit on the board.

2. Explain why you wish to serve on the board.

I wish to serve on the board as an "outside person. While the current members of the board have been previously educators, I believe that my input as a parent of a child who attended a public school would bring new and refreshing ideas and input from a different point of view.

3. Please indicate if you have previously served on a board of a school district or a not-for-profit corporation (including the board of a non-public school) and describe any relevant experience.

I previously have been involved in two professional not-for-profit organizations. The primary purposes of the organizations were to promote and encourage a higher education for our Hispanic youths throughout the Central Valley. As treasurer of the Latinas Unidas; my primary function was to oversee the organization's cash flow including but not limited to balancing the budget, compose projected budgets, prepare profit and loss statements. My tenure for this position was for two years.

4. Describe your understanding of the appropriate role of a public charter school board member.

Oversee the school's budget and school policies.

5. Indicate the specific knowledge and expertise that you would bring to the board.

As previously stated, I have previously served as the treasurer for a not-for-profit organization whereby I was in charge of preparing as well as presenting to our board an accountings, profit and loss statements as well as budgets for this organization. Although, this was on a smaller scale, this position was highly regarded in that I was responsible to thoroughly give the board members as well as members of the organization an accounting for such funds.

Authorization to release Information

My signature affirms that all information on this application is true to the best of my knowledge. Further, I authorize all employers, institutions, government agencies and persons named as references to release information for use in establishing my qualifications and credentials for this position: This authorization:

- Removes all liability from those who provide information and verification in response to any information I have stated in applying on behalf of the above referenced Charter School.
- Releases Fresno Unified School District and any agent acting on its behalf from any and all liability of whatever nature in requesting or using such information to assess my candidacy on behalf of the above referenced Charter School.
- Is valid during my entire time as a board member for the above referenced Charter School.
- Is an indication of my knowledge and understanding that the information provided herein will be used to examine my background and my knowing and voluntary agreement to the background information being publicly disclosed as part of the charter petition review and renewal process.

Signature: Maria Guadalupe Garcia-Delgado	
Name: Maria Guadalupe Garcia-Delgado	
Position on the Board: Board Member	Date: 10-17-24

Maria Guadalupe Garcia-Delgado

Education History

- **Graduate from Merced High School, North Campus, Merced, California June 1984**
- **Associates of Art Degree – June 1987, Merced Jr. College, Merced, CA**
- **Paralegal Certification - September 1990, Humphrey's Law School, Stockton, CA**

Employment History:

- **1990 to 1993, Law Office of Cyril L. Lawrence, 2111 K Street, Merced, CA 95340, Taxation Paralegal;**
- **1993 to 1995, Law Office of Geraldine Brown, 640 West 20th Street, Merced, CA 95340; Family Law Paralegal**
- **1996 to 2000, Law Office of Nancy C. Staggs, 2000 No. Schnoor Ave., Madera, CA 93637, Family Law Paralegal**
- **2000 to 2004 – Law Office of Richard A. Lima, Family Law Paralegal**
- **2003 to present – Executive Legal Solutions, Self-employed legal document assistant, specializing in family law related issues.**

Professional Licenses/Credentials:

- **Paralegal certification**

Professional Affiliations:

- **Latinas Unidas, Treasurer (2002 and 2003). La Raza Lawyers Association – Secretary (Calendar years: 2001, 2002, 2003)**

Professional References:

- **Roseanne S. Bonilla, Realtor/Broker, Nora Salazar & Associates, 559.673.6672,**
- **Alfred A. Gallegos, Law Office of Alfred A. Gallegos, 559.288.1624**

Fresno Unified School District

Fresno Unified School District
Request for Board Member Information

Serving on a public charter school board is a position of great trust and responsibility. As a board member of a public school, you are not only ultimately responsible for the education of all students enrolled in the charter school, but also entrusted with the obligation to see that the public monies which are given to the charter school are legally and prudently spent.

Providing the requested information for each board member, will assist the authorizing District's Board in determining whether the petitioners are able to demonstrate that the charter school will be run in a financially, organizationally, and educationally sound manner.

Background

Will you be at least eighteen years old by January 1 of the year in which you plan to serve as a board member for the charter school? ☑ Yes ☐ No

Please submit typed responses to the inquiries below. Attach resume.

1. Indicate how you became aware of the charter school and the opportunity to serve as a member of its board, including who invited you to sit on the board.

Lisa Marasco and I worked together at FCOE in the Migrant Education Program; therefore, I have been aware of Sierra Charter School from its inception. During the time I was Superintendent at Golden Plains USD, Lisa and I first discussed the possibility of serving on the board once I retired from the district. When an opening on the board became available, Lisa invited me to sit on the board.

2. Explain why you wish to serve on the board.

I wish to serve on the board because I truly believe Sierra Charter School is an excellent Charter School with a highly qualified administrative staff who believe in quality education for all their students. I also believe that for me, as a retired school administrator, this is a natural progression in my educational career; and perhaps, in some way as a Board Member, I will be able to help see that the school continues to maintain and provide this high standard of education for all of their students.

3. Please indicate if you have previously served on a board of a school district or a not-for-profit corporation (including the board of a non-public school) and describe any relevant experience.

No, I have not previously served on a board of a school district or a not-for-profit corporation.

4. Describe your understanding of the appropriate role of a public charter school board member.

The appropriate role would be to oversee the school's budget and policies.

5. Indicate the specific knowledge and expertise that you would bring to the board.

I believe that my employment history indicates the knowledge and the experience that I would bring to the board.

Authorization to release Information

My signature affirms that all information on this application is true to the best of my knowledge. Further, I authorize all employers, institutions, government agencies and persons named as references to release information for use in establishing my qualifications and credentials for this position: This authorization:

- Removes all liability from those who provide information and verification in response to any information I have stated in applying on behalf of the above referenced Charter School.
- Releases Fresno Unified School District and any agent acting on its behalf from any and all liability of whatever nature in requesting or using such information to assess my candidacy on behalf of the above referenced Charter School.
- Is valid during my entire time as a board member for the above referenced Charter School.
- Is an indication of my knowledge and understanding that the information provided herein will be used to examine my background and my knowing and voluntary agreement to the background information being publicly disclosed as part of the charter petition review and renewal process.

Signature: Joann Evans

Name: Joann Evans

Position on the Board: Board Member | Date: 10-17-24

Resume for Joann Evans – Board Member

Education History

- **Fresno Pacific College, Master of Arts Degree in Education, 1990**
- **CSU Fresno, Elementary Teaching Credential, 1968**
- **CSU Fresno, Bachelor of Arts Degree in Speech Communications, 1967**

Employment History

- **Retired Administrator**
- **Golden Plains Unified School District, Fresno County – 1998 to 2008**
  - **º District Superintendent – 2005 to 2008**
  - **º Retired Administrator – 2004 to 2005**
  - **º Assistant Superintendent – 2000 to 2004**
  - **º Director of State and Federal Programs – 1998 to 2000**
- **Self-Employed Business Owner and President, Clovis, California – 1992 to 1998**
- **Fresno County Office of Education, Migrant Education Program – 1975 to 1992**
  - **º Associate Administrator – August 1, 1991 to June 30, 1992**
  - **º Program Manager, Staff Development/Curriculum and Fresno Unified School District – 1982 to 1991**
  - **º Coordinator, Staff Development – 1980 to 1982**
  - **º Migrant Consultant, Fresno Unified School District – 1979 to 1980**
  - **º Migrant Area Consultant, County Schools – 1976 to 1979**
  - **º Migrant Resource Teacher – 1975 to 1976**
- **Chula Vista City School District, Harborside Elementary School, Chula Vista, CA – 1968 to 1975**
  - **º Remedial Reading Teacher, E.S.A.A. – 1974 to 1975**
  - **º Elementary Teacher – 1968 to 1974**

Professional Licenses/Credentials

- **Standard Administrative Credential (Life)**
- **Standard Elementary Teaching Credential (Life)**

Professional Affiliations (Corporate Positions, Board Positions, etc)

- **Member, Phi Delta Kappa, 1989- present**

- **Member, Association of California School Administrators, 1984-1992 and 2001-2008**
- **Member, California Association of Compensatory Education, 1988-1992**
- **Member, International Reading Association, 1975-1992**
- **Member, California Reading Association, 1975-1992**
- **Member, California Teachers Association, 1968-1976**
- **Member, Chula Vista Elementary Education Association (C.V.E.E.A.) 1968-1975:**
  - **Secretary (1973-1974)**
  - **Appointed Representative to CEC (1972-1973)**

Fresno Unified School District

Fresno Unified School District
Request for Board Member Information

Serving on a public charter school board is a position of great trust and responsibility. As a board member of a public school, you are not only ultimately responsible for the education of all students enrolled in the charter school, but also entrusted with the obligation to see that the public monies which are given to the charter school are legally and prudently spent.

Providing the requested information for each board member, will assist the authorizing District's Board in determining whether the petitioners are able to demonstrate that the charter school will be run in a financially, organizationally, and educationally sound manner.

Background

Will you be at least eighteen years old by January 1 of the year in which you plan to serve as a board member for the charter school? ☑ Yes ☐ No

Please submit typed responses to the inquiries below. Attach resume.

1. Indicate how you became aware of the charter school and the opportunity to serve as a member of its board, including who invited you to sit on the board.

I became aware of the opportunity to serve on the school board after a conversation with my longtime friend, Joann Evans. She shared her experiences working with Principal Lisa Marasco, an excellent administrator dedicated to student success. The prospect of contributing to our community and making a positive impact on students' lives excited me, as I have always been passionate about education and supporting young people in their growth.

2. Explain why you wish to serve on the board.

I wish to serve on the School Board because I have heard wonderful things about the programs that are implemented at Sierra Charter School. Now that I am retired, I am seeking opportunities to continue making a difference in the lives of students, and I believe serving as a board member for SCS would allow me to do just that.

I am passionate about ensuring that all students have access to a high-quality education that meets their individual needs and prepares them for success in college, career, and life. Lisa Marasco is an excellent Administrator and I would be honored to be a part of Sierra Charter's Team.

3. Please indicate if you have previously served on a board of a school district or a not-for-profit corporation (including the board of a non-public school) and describe any relevant experience.

I have never been on a School Board or any board of a non-public school or a non-profit corporation.

4. Describe your understanding of the appropriate role of a public charter school board member.

My understanding of the appropriate role of a public charter school board member is to oversee the school's budget and school policies.

5. Indicate the specific knowledge and expertise that you would bring to the board.

With over 40 years of experience in Fresno County school districts, I have dedicated my career to developing programs that foster student success. My extensive background includes collaborating with various administrators and managing diverse budgets, equipping me with a deep understanding of the complexities involved in educational governance.

My sincere passion for students' success drives my commitment to ensuring that every child has access to the resources and support they need to thrive. I believe that my

Authorization to release Information

My signature affirms that all information on this application is true to the best of my knowledge. Further, I authorize all employers, institutions, government agencies and persons named as references to release information for use in establishing my qualifications and credentials for this position: This authorization:

- Removes all liability from those who provide information and verification in response to any information I have stated in applying on behalf of the above referenced Charter School.
- Releases Fresno Unified School District and any agent acting on its behalf from any and all liability of whatever nature in requesting or using such information to assess my candidacy on behalf of the above referenced Charter School.
- Is valid during my entire time as a board member for the above referenced Charter School.
- Is an indication of my knowledge and understanding that the information provided herein will be used to examine my background and my knowing and voluntary agreement to the background information being publicly disclosed as part of the charter petition review and renewal process.

Signature: Karen Kourafas	
Name: Karen Kourafas	
Position on the Board: Board Member	Date: 10-17-24

Resume for Karen Kourafas – Board Member

Education History

- **University of Southern California, 1974, Master of Science Degree in Education**
- **University of Southern California Elementary Teaching Credential 1974**
- **University of Sothern California Early Childhood Education Teaching Credential1974**
- **University of Southern California Bachelor of Science Degree in Elementary Education 1973**

Employment History

- **Fresno County Office of Education, Migrant Education Program 1976-2015**
  - **Program Manager, Early Childhood Education Program 2010-2015**
  - **Program Area Coordinator, Early Childhood Education Program 1999-2010**
  - **Migrant Education Resource Teacher, Fresno County Schools 1976-1999**
- **University of Southern California School for Early Childhood Education-Los Angeles**
  - **Master Teacher State Demonstration School 1974-1976**
- **Home Pipe and Supply-Gardena California**
- **Bookkeeper/ Accounts Payable/ Accounts Receivable/Payroll 1966-1971**

Professional Licenses Credentials

- **Standard Administrative Credential-(Life)**
- **Standard Elementary Credential-(Life)**
- **Early Childhood Education Credential**

Professional References

- **JoAnn Evans-439-3005**
- **Ruben Castillo**

Fresno Unified School District

Fresno Unified School District
Request for Board Member Information

Serving on a public charter school board is a position of great trust and responsibility. As a board member of a public school, you are not only ultimately responsible for the education of all students enrolled in the charter school, but also entrusted with the obligation to see that the public monies which are given to the charter school are legally and prudently spent.

Providing the requested information for each board member, will assist the authorizing District's Board in determining whether the petitioners are able to demonstrate that the charter school will be run in a financially, organizationally, and educationally sound manner.

Background

Will you be at least eighteen years old by January 1 of the year in which you plan to serve as a board member for the charter school? ☑ Yes ☐ No

Please submit typed responses to the inquiries below. Attach resume.

1. Indicate how you became aware of the charter school and the opportunity to serve as a member of its board, including who invited you to sit on the board.

I am a founding member of the charter school.

2. Explain why you wish to serve on the board.

As the prior Principal and the current CEO, I want to be able to represent the school as a board member.

3. Please indicate if you have previously served on a board of a school district or a not-for-profit corporation (including the board of a non-public school) and describe any relevant experience.

No, I have not.

4. Describe your understanding of the appropriate role of a public charter school board member.

Sierra Charter School Board Members oversee the school's budget and policies.

5. Indicate the specific knowledge and expertise that you would bring to the board.

I bring first-hand knowledge of the school and it's operations.

Authorization to release Information

My signature affirms that all information on this application is true to the best of my knowledge. Further, I authorize all employers, institutions, government agencies and persons named as references to release information for use in establishing my qualifications and credentials for this position: This authorization:

- Removes all liability from those who provide information and verification in response to any information I have stated in applying on behalf of the above referenced Charter School.
- Releases Fresno Unified School District and any agent acting on its behalf from any and all liability of whatever nature in requesting or using such information to assess my candidacy on behalf of the above referenced Charter School.
- Is valid during my entire time as a board member for the above referenced Charter School.
- Is an indication of my knowledge and understanding that the information provided herein will be used to examine my background and my knowing and voluntary agreement to the background information being publicly disclosed as part of the charter petition review and renewal process.

Signature: Lisa Marasco

Name: Lisa Marasco

Position on the Board: Board President | Date: 10-17-24

Resume for Lisa Marasco – SCS Board Member

Education History

- **Queen of the Valley Academy, Fresno – HS Diploma, 1970**
- **CSUFresno - BS Child Development, 1974**
- **CSUFresno - Elementary Teaching Credential, 1979**
- **Fresno Pacific University – Administrative Services Credential, 1984**
- **Fresno Pacific University – MA Language Development, 1994**

Employment History

- **July 2024 – Present: Sierra Charter School, CEO**
- **April 1998 – June 2024: Sierra Charter School, Principal/CEO**
- **August 1995 – March 1998: FCOE Migrant Education, Coordinator**
- **July 1992 – June 1995: Clovis Unified, Special Projects, Resource Teacher**
- **August 1980 – June 1992: FCOE Migrant Education, Resource Teacher**
- **August 1976 – June 1980: Oro Loma School, Firebaugh, Teacher**

Professional Licenses/Credentials

- **Clear Crosscultural, Language and Academic Development Certificate, 1994**
- **Personnel Administrators Academy, 1997**

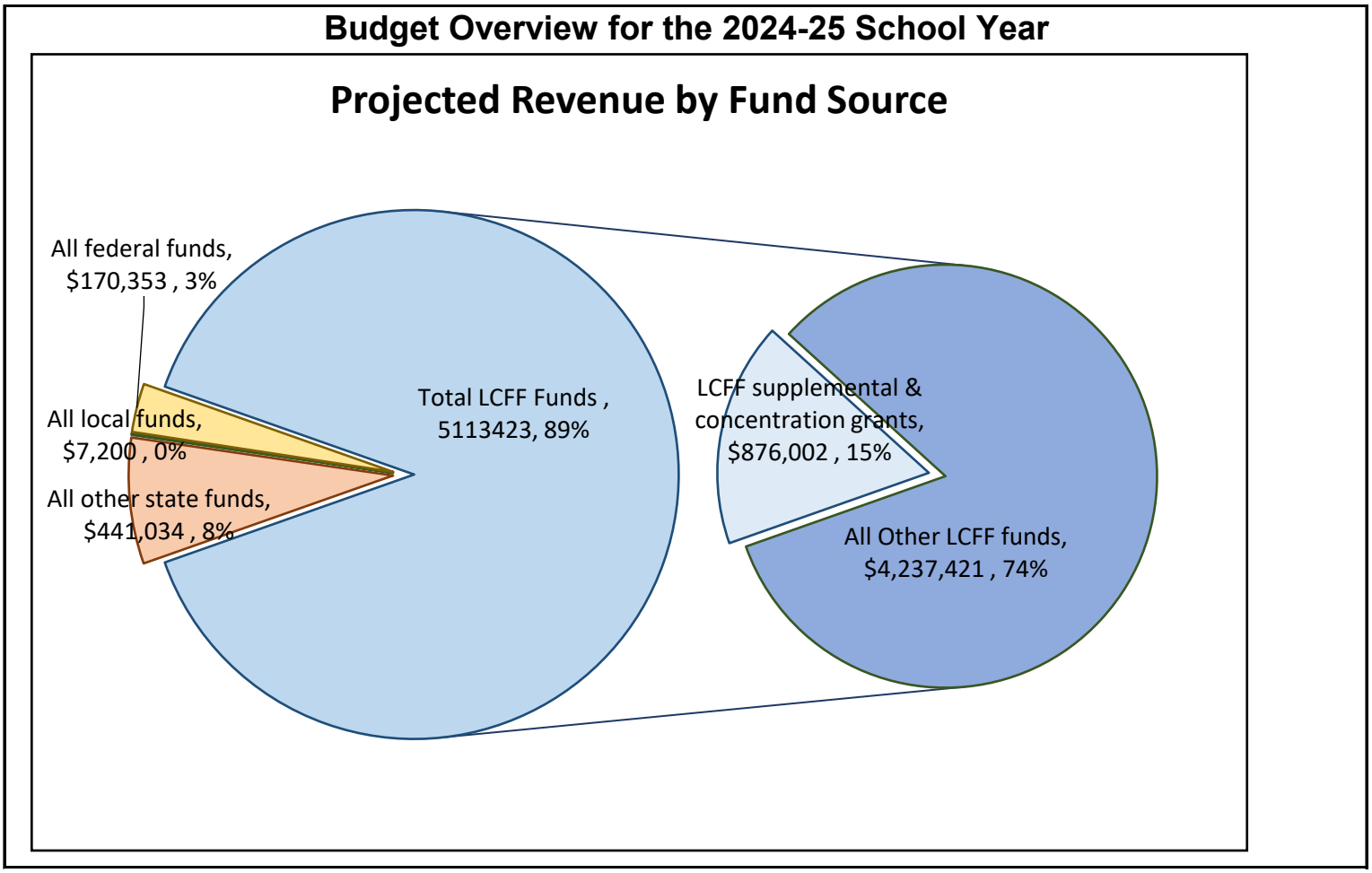
Professional References

- **Kevin Cookingham, CUSD Administrator – 327-2800**
- **Carol J. Lopez – FCOE California PASS Director – 265-4050**

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Sierra Charter School		
CDS Code: 10-62166-0114355		
School Year: 2024-25		
LEA contact information: Sherry Iida	559-476-3402	siida@sierracharter.org

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

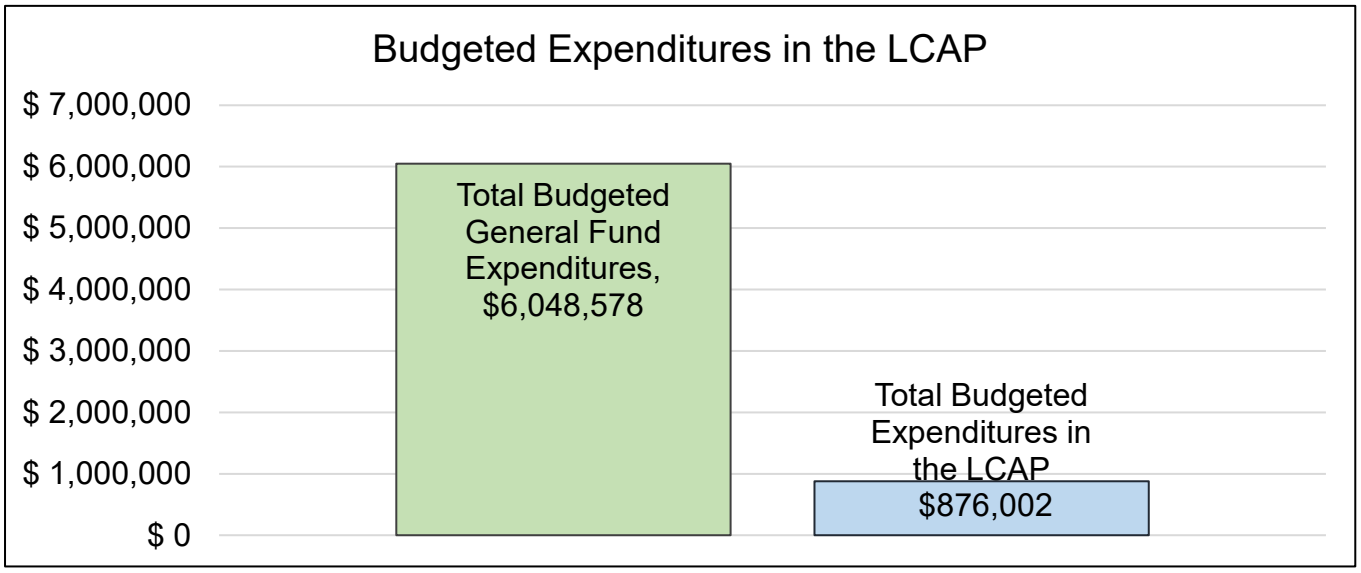


This chart shows the total general purpose revenue Sierra Charter School expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Sierra Charter School is $5,732,010.00, of which $5,113,423.00 is Local Control Funding Formula (LCFF), $441,034.00 is other state funds, $7,200.00 is local funds, and $170,353.00 is federal funds. Of the $5,113,423.00 in LCFF Funds, $876,002.00 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much Sierra Charter School plans to spend for 2024-25. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: Sierra Charter School plans to spend $6,048,578.00 for the 2024-25 school year. Of that amount, $876,002.00 is tied to actions/services in the LCAP and $5,172,576.00 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

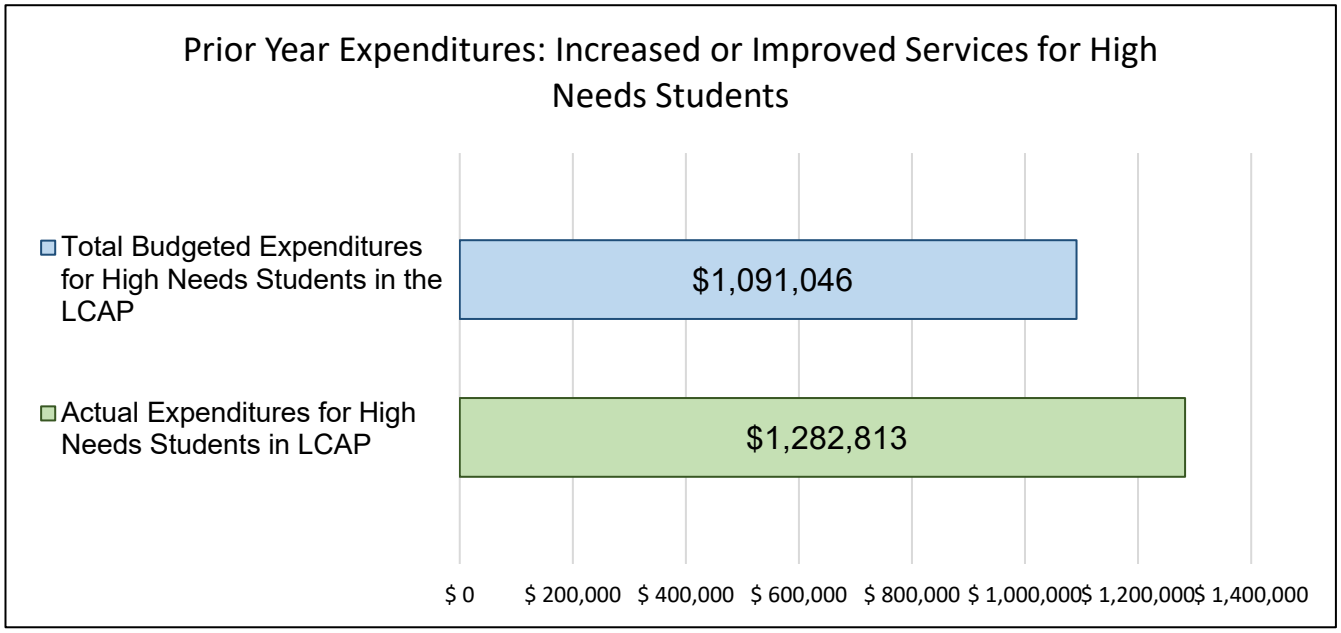
Salaries/benefits: teachers, credentialed support & classified staff, supplies, non-cap furn/equip, liability insurance, utitilities, facilities, contracted services (i.e. Speech, OT & CSMCI -Back Office Co. for Finance), on-line curriculum, legal, phone/internet, oversight fees, Special Education and any federal and state categoricals.

Increased or Improved Services for High Needs Students in the LCAP for the 2024-25 School Year

In 2024-25, Sierra Charter School is projecting it will receive $876,002.00 based on the enrollment of foster youth, English learner, and low-income students. Sierra Charter School must describe how it intends to increase or improve services for high needs students in the LCAP. Sierra Charter School plans to spend $876,002.00 towards meeting this requirement, as described in the LCAP.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2023-24



This chart compares what Sierra Charter School budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Sierra Charter School estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2023-24, Sierra Charter School's LCAP budgeted $1,091,046.00 for planned actions to increase or improve services for high needs students. Sierra Charter School actually spent $1,282,813.00 for actions to increase or improve services for high needs students in 2023-24.

2023–24 Local Control and Accountability Plan Annual Update

The instructions for completing the 2023–24 Local Control and Accountability Plan (LCAP) Annual Update follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Sierra Charter School	**Lisa Marasco, Principal/CEO**	**lmarasco@sierracharter.org** **(559) 476-3401 office (559) 285-1676 cell**

Goals and Actions

Goal

Goal #	Description
1	**Professional development will be provided yearly in the areas of teacher improvement, curriculum planning and analysis, resources and support.**

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Appropriately assigned and fully credentialed teachers	85% of the teachers will be fully credentialed and 4% of the teachers are misassigned. Data Year: 2020-21 Data Source: CTC Website	79% of the teachers were fully credentialed and 0% were misassigned. Data Year: 2021-22 Data Source: CTC Website	87% of the teachers were fully credentialed and 0% were misassigned. Data Year: 2022-23 Data Source: CTC Website	85% fully credentialed and 100% appropriate assigned for the students they are teaching. Data Year: 2023-24 Data Source: CTC Website	90% of the teachers will be fully credentialed and 100% appropriately assigned for the students they are teaching. Data Year: 2023-24 Data Source: CTC Website

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Professional Development days	100% of the teaching staff will participate in professional development that is appropriately assigned for their grade level and course taught. Data Year: 2020-21 Data Source: SCS Meeting Sign-In Sheets	100% of the teaching staff participated in professional development that is appropriately assigned for their grade level and course taught. Data Year: 2021-22 Data Source: SCS Meeting Sign-In Sheets	100% of the teaching staff participated in professional development that is appropriately assigned for their grade level and course taught. Data Year: 2022-23 Data Source: SCS Meeting Sign-In Sheets	100% of the teaching staff participated in professional development that is appropriately assigned for their grade level and course taught. Data Year: 2023-24 Data Source: SCS Meeting Sign-In Sheets	100% of the teaching staff will participate in professional development that is appropriately assigned for their grade level and course taught. Data Year: 2023-24 Data Source: SCS Meeting Sign-In Sheets
Curriculum development days	100% of the teaching staff will participate in curriculum development days. Data Year: 2020-21 Data Source: SCS Meeting Sign-In Sheets	100% of the teaching staff participated in curriculum development days. Data Year: 2021-22 Data Source: SCS Meeting Sign-In Sheets	100% of the teaching staff participated in curriculum development days. Data Year: 2022-23 Data Source: SCS Meeting Sign-In Sheets	100% of the teaching staff participated in curriculum development days. Data Year: 2023-24 Data Source: SCS Meeting Sign-In Sheets	100% of the teaching staff will participate in curriculum development days. Data Year: 2023-24 Data Source: SCS Meeting Sign-In Sheets
Access to standards aligned instructional curriculum.	100% of the students will have access to standards aligned curriculum developed by the SCS staff. Data Year: 2020-21 Data Source: SCS Grade Level Pacing Guides	100% of the students had access to standards aligned curriculum developed by the SCS staff. Data Year: 2021-22 Data Source: SCS Grade Level Pacing Guides	100% of the students had 4access to standards aligned curriculum developed by the SCS staff. Data Year: 2022-23 Data Source: SCS Grade Level Pacing Guides	100% of the students had access to standards aligned curriculum developed by the SCS staff. Data Year: 2023-24 Data Source: SCS Grade Level Pacing Guides	100% of the students will have access to standards aligned curriculum developed by the SCS staff. Data Year: 2023-24 Data Source: SCS Grade Level Pacing Guides

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Implement state standards, including English Language Development standards, for all students.	100% of the students will receive curriculum that includes state and ELD standards. Data Year: 2020-21 Data Source: SCS Grade Level Pacing Guides	100% of the students received curriculum that includes state and ELD standards. Data Year: 2021-22 Data Source: SCS Grade Level Pacing Guides	100% of the students received curriculum that includes state and ELD standards. Data Year: 2022-23 Data Source: SCS Grade Level Pacing Guides	100% of the students received curriculum that includes state and ELD standards. Data Year: 2023-24 Data Source: SCS Grade Level Pacing Guides	100% of the students will receive curriculum that includes state and ELD standards. Data Year: 2023-24 Data Source: SCS Grade Level Pacing Guides

Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

The LEA used the following rating scale to determine the LEA's progress in implementing the actions to achieve the articulated goal. Ratings were based on an analysis of both inputs from educational partners and metrics.

Rating scale (lowest to highest): 1 – Exploration and Research Phrase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability.

The actions outlined in Goal One supported the progress toward meeting the goal of providing annual Professional Development and Curriculum Development.

Action 1 Professional Development

Implementation Status: Initial Implementation. Input from staff indicated that the trainings were very beneficial but training hours had to be reduced to allow time for more student support.

Overall Implementation: Action implemented differently than planned. – This will result in a material differences between budgeted and estimated actual expenditures.

Action 2 Curriculum Development

Implementation Status: Initial Implementation. Input from staff indicated that having curriculum development days were beneficial and training hours were increased to allow two instructional teachers to develop additional curriculum and to add days for summer curriculum.

Overall Implementation: Action implemented differently than planned. – This will result in a material differences between budgeted and estimated actual expenditures.

Action 3 ELD Standards

Implementation Status: Full Implementation. Assessment scores have shown an increase in performance due to continued ELD training but hours had to be reduced to allow time for more student support.

Overall Implementation: Action implemented differently than planned. – This will result in a material differences between budgeted and estimated actual expenditures.

Action 4 EL Support

Implementation Status: Full Implementation. Assessment scores have shown increase in performance due to continued EL support.

Overall Implementation: Action implemented as planned – This will result in NO material differences between budgeted and estimated actual expenditures.

Overall Successes: Classroom observations showed that these actions all impacted and strengthened the strategies and pedagogy the teachers were implementing.

Overall Challenges: Finding more school hours to dedicate time for additional trainings and curriculum planning.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There was a material difference between planned and estimated actual expenditures for:

Action 1 Professional Development- Estimated actual expenditures decreased 25% ($6,209) to the original budget due a reduction in training hours.

Action 2 Curriculum Development- Estimated actual expenditures increased 75% ($35,657) to the original budget due to additional hours added for 2 new teachers and additional hours for summer.

Action 3 ELD Standards- Estimated actual expenditures decreased 60% ($1,982) to the original budget due to a reduction in training hours.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

Sierra Charter used the following rating scale to determine the effectiveness of the actions to achieve the articulated goal. Ratings were based on an analysis of both inputs from educational partnerships and metrics. Rating scale (lowest to highest): 1 – Not Effective; 2 – Somewhat Effective; 3 – Effective.

Action(s): Action 1 Professional Development; Action 2 Curriculum Development; Action 3 ELD Standards; Action 4 EL Support

Effectiveness of Action(s): Effective

Metric(s): Classroom observations of teachers, appropriately credentialed teachers, pacing scales with imbedded ELD standards

Analysis Statement: These actions were very beneficial based on input from staff and observations in classrooms. All agreed more time is needed for these same actions in the coming year. Administration is looking at ways to allocate additional days and hours.

Because these actions were effective, as demonstrated by meeting the metrics outcomes, we will continue all actions into the new three-year cycle.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

› changes will be made to this goal, metrics, desired outcomes or actions for the coming year.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
2	**Students will be provided with more academic support through one-on-one, small and large group instruction by certificated staff to increase pupil achievement outcomes.**

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
CA Dashboard ELA	In 2019 ELA CAASPP scores were 5.2 below standard. The 2020 CAASPP assessments were waived due to the COVID-19 pandemic. Data Year: 2019-20 Data Source: CA School Dashboard	Since the CAASPP data is not available, results will be reported in Year 2 outcome as part of the 2023-24 LCAP. Data Year: 2020-21 Data Source: CA Dashboard Suspended	ELA CAASPP scores increased 4.6 points. Data Year: 2022 Data Source: CA School Dashboard	ELA CAASPP scores declined 8.2 points. (8.7 points below standard) Data Year: 2023 Data Source: CA School Dashboard	Points below standard will continue to decrease and more students will meet standard or above. Data Year: 2022-23 Data Source: CA School Dashboard

CA Dashboard Math	In 2019- Math CAASPP scores were 109.4 below standard. The 2020 CAASPP assessments were waived due to the COVID-19 pandemic. Data Year: 2019-20 Data Source: CA School Dashboard	Since the CAASPP data is not available, results will be reported in Year 2 outcome as part of the 2023-24 LCAP. Data Year: 2020-21 Data Source: CA Dashboard Suspended	Math CAASPP scores increased 5.4 points. Data Year: 2022 Data Source: CA School Dashboard	Math CAASPP scores declined 12.1 points. (116.1 points below standard) Data Year: 2023 Data Source: CA School Dashboard	Points below standard will continue to decrease and more students will meet standard or above. Data Year: 2022-23 Data Source: CA School Dashboard
CA Dashboard English learners Progress	28% made progress towards English language proficiency. Due to the COVID-19 pandemic, reporting of progress was suspended on the CA Dashboard. Data Year: 2019-20 Data Source: CA School Dashboard	Since the CAASPP data is not available, results will be reported in Year 2 outcome as part of the 2023-24 LCAP. Data Year: 2020-21 Data Source: CA Dashboard Suspended	50% made progress towards English language proficiency. Data Year: 2022 Data Source: CA School Dashboard	42.9% made progress towards English language proficiency. This was a 7.1% decline from prior year. Data Year: 2023 Data Source: CA School Dashboard	Percentage of students progressing will be increased. Data Year: 2022-23 Data Source: CA School Dashboard

CA Dashboard College/Career	12.3% of students were prepared for college or career. Due to the COVID-19 pandemic, reporting of progress was suspended on the CA Dashboard. Data Year: 2019-20 Data Source: CA School Dashboard	In 2020, students prepared for college or career through the a-g completion was 12.5%. In 2021, students prepared for college or career through the a-g completion was 25.9%. From 2020 to 2021, the low-income student's a-g completion increased 19%. Data Year: 2020-21 Data Source: CA Dashboard/Additional Reports	The CA Dashboard College/Career was not reported by the state in 2022. In-house SIS system reports that 11 of the 59 graduates were prepared for college or career through the a-g completion which would be 18.6%. Data Year: 2022 Data Source: CA Dashboard/Additional Reports and Schoolpathways SIS	8.9% of students were prepared for college or career. Data Year: 2023 Data Source: CA School Dashboard	Percentage of students prepared will be increased. Data Year: 2022-23 Data Source: CA School Dashboard/Additional Reports

Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

The LEA used the following rating scale to determine the LEA's progress in implementing the actions to achieve the articulated goal. Ratings were based on an analysis of both inputs from educational partners and metrics.

Rating scale (lowest to highest): 1 – Exploration and Research Phrase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability.

The actions outlined in Goal Two supported sustaining the pupil achievement outcomes at the same level as pre-COVID outcomes. These actions prevented learning loss from happening the percent other LEA's were reporting.

Action 1 Curriculum Associates (i-Ready)

Implementation Status: Initial Implementation. Input from staff indicated that they support the use of i-Ready as our in-house assessment. Price per student increased.

Overall Implementation: Action implemented differently than planned. – This will result in a material differences between budgeted and estimated actual expenditures.

Action 2 Pre-, Mid- and Post-Testing of i-Ready and SBAC

Implementation Status: Full Implementation. All teachers administered 2 sessions of i-Ready assessment and end of year SBAC testing. Hours did change substantively because one less session was administered than planned.

Overall Implementation: Action implemented differently than planned. – This will result in a material differences between budgeted and estimated actual expenditures.

Action 3 i-Ready and SBAC Analysis Training

Implementation Status: Initial Implementation. Input from staff indicated that the trainings were very beneficial but training hours had to be reduced to allow time for more student support.

Overall Implementation: Action implemented differently than planned. – This will result in a material differences between budgeted and estimated actual expenditures.

Action 4 Professional Development

Implementation Status: Initial Implementation. Input from staff indicated that the trainings were very beneficial therefore training hours were increased.

Overall Implementation: Action implemented differently than planned. – This will result in a material differences between budgeted and estimated actual expenditures.

Action 5 Intervention Support

Implementation Status: Full Implementation. Input from staff indicated intervention support has been very beneficial therefore hours were increased to include summer.

Overall Implementation: Action implemented differently than planned. – This will result in a material differences between budgeted and estimated actual expenditures.

Action 6 Instructional Aides/Tutors

Implementation Status: Full Implementation. Input from staff indicated that the students benefited from having instructional aides/tutors in the classroom. The EL aide resigned in the beginning of the year and a replacement was not found.

Overall Implementation: Action implemented differently than planned. – This will result in a material differences between budgeted and estimated actual expenditures.

Action 7 Teacher Aide

Implementation Status: Full Implementation. The instructional aide assistance was very beneficial to students and teachers. Aide salary did not change substantively,

Overall Implementation: Action implemented as planned. – This will result in NO material differences between budgeted and estimated actual expenditures.

Overall Successes: Students did not report major learning loss over the last three years.

Overall Challenges: Finding more school hours to dedicate time for additional professional development and analysis training related to pupil achievement outcomes.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There was a material difference between planned and estimated actual expenditures for:

Action 1 Curriculum Associates (i-Ready) – Estimated actual expenditures increased 43% ($6,961) to the original budget due to rate increase.

Action 2 Pre-, Mid- and Post-Testing of i-Ready and SBA – Estimated actual expenditures decreased 25% ($20,179) to the original budget due to administering the i-ready 2 times rather than 3.

tion 3 i-Ready and SBAC Analysis Training - Estimated actual expenditures decreased 23% ($3,453) to the original budget due to a duction of training hours.

Action 4 Professional Development – Estimated actual expenditures increased 20% ($2,350) to the original budget due to additional days.

Action 5 Intervention Support – Estimated actual expenditures increased 75% ($193,458) to the original budget due to increase in intervention hours.

Action 6 Instructional Aides/Tutors – Estimated actual expenditures decreased 18% ($17,943) to the original budget due to EL Aide resigning and not finding a replacement.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

Sierra Charter used the following rating scale to determine the effectiveness of the actions to achieve the articulated goal. Ratings were based on an analysis of both inputs from educational partnerships and metrics. Rating scale (lowest to highest): 1 – Not Effective; 2 – Somewhat Effective; 3 – Effective.

Action(s): Action 1 Curriculum Associates (i-Ready); Action 2 Pre-, Mid- and Post-Testing of i-Ready and SBA; Action 3 i-Ready and SBAC Analysis Training; Action 4 Professional Development; Action 5 Intervention Support; Action 6 Instructional Aides/Tutors; Action 7 Teacher Aide

Effectiveness of Action(s): Effective

Metric(s): California Schools Dashboard, CAASPP, iReady

Analysis Statement: These actions were very beneficial based on input from staff and review of assessment data by Administration. All agreed more time is needed for the training actions in the coming year. Administration is looking at ways to allocate additional days and hours.

Because these actions were effective, as demonstrated by meeting the metrics outcomes, we will continue all actions into the new three-year cycle.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Changes will be made to Goal 2. An “Action 8” will be added to include the high school counselor. After reflection on the Dashboard in the area of College and Career Preparedness, we believe adding the support of the high school counselor will help increase percentages.

A report of the Total Estimated Actual Expenditures for last year’s actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year’s actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
3	**Lower suspension rates and increase student enrollment, graduation rate and attendance in a safe environment.**

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
CA Dashboard Chronic Absenteeism	1.9% of the students were chronically absent. Due to the COVID-19 pandemic, reporting of progress was suspended on the CA Dashboard. Data Year: 2019-20 Data Source: CA School Dashboard	Less than 1% of the students were chronically absent. Data Year: 2021-22 Data Source: Schoolpathways SIS	Less than 1% of the students were chronically absent. Data Year: 2022 Data Source: CA School Dashboard	1.6% of the students were chronically absent. Data Year: 2023 Data Source: CA School Dashboard	Decrease in percentage of students chronically absent. Data Year: 2023-24 Data Source: CA School Dashboard

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
CA Dashboard Suspension Rate	0% of the students were suspended Due to the COVID-19 pandemic, reporting of progress was suspended on the CA Dashboard. Data Year: 2019-20 Data Source: CA School Dashboard	0% of the students were suspended. Data Year: 2021-22 Data Source: Schoolpathways SIS	0% of the students were suspended. Data Year: 2022 Data Source: CA School Dashboard	0% of the students were suspended. Data Year: 2023 Data Source: CA School Dashboard	Maintain 0 percent of students suspended. Data Year: 2023-2024 Data Source: CA School Dashboard
CA Dashboard Graduation Rate	67.9% of the students in their co-hort graduated. Due to the COVID-19 pandemic, reporting of progress was suspended on the CA Dashboard. Data Year: 2019-20 Data Source: CA School Dashboard	76.7% of the students in their co-hort graduated. In 2021, 79.0% of the students in their co-hort graduated. From 2020 to 2021, the low-income student's graduation rate increased 5.4% which was slightly higher than schoolwide for the one year. Data Year: 2020-21 Data Source: CA Dashboard/Additional Reports	89.8 % of all students graduated (schoolwide). 93.2% for Hispanic students and 91.7 for socioeconomically disadvantaged students. Data Year: 2022 Data Source: CA Dashboard/Additional Reports	84.2% of the students in their cohort graduated. Data Year: 2023 Data Source: CA School Dashboard	Increase the percentage of students in the co-hort graduating. Data Year: 2022-2023 Data Source: CA School Dashboard/Additional Reports

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Safe School Report	0% conditions needed attention during “school safety walk”. In 2020, the school campus was closed due to the COVID-19 pandemic. Data Year: 2019-20 Data Source: SCS School Safety Plan	0% conditions needed attention during “school safety walk”. Data Year: 2021-22 Data Source: SCS School Safety Plan	0% conditions needed attention during “school safety walk”. Data Year: 2022-23 Data Source: SCS School Safety Plan	0% of conditions need attention during the “school safety walk”. Data Year: 2024 Data Source: SCS School Safety Plan	0% of conditions needing attention during the “school safety walk”. Data Year: 2023-24 Data Source: SCS School Safety Plan
Parent Involvement	In 2019, 100% of students’ parents attended the school orientation upon enrollment and/or the parent-teacher conference at semester. In 2020, the school campus was closed due to the COVID-19 pandemic. Data Year: 2019-20 Data Source: SCS Parent Orientation Sign-In Sheets	In 2020, 100% of students’ parents attended the school orientation upon enrollment and/or the parent-teacher conference at semester. Data Year: 2021-22 Data Source: SCS Parent Orientation Sign-In Sheets	In 2021, 100% of students’ parents attended the school orientation upon enrollment and/or the parent-teacher conference at semester. Data Year: 2022-23 Data Source: SCS Parent Orientation Sign-In Sheets	100%of students’ parents attended the school orientation upon enrollment and/or the parent-teacher conference at semester. Data Year: 2023-24 Data Source: SCS Parent Orientation Sign-In Sheets	100%of students’ parents attended the school orientation upon enrollment and/or the parent-teacher conference at semester. Data Year: 2023-2024 Data Source: SCS Parent Orientation Sign-In Sheets

Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

The LEA used the following rating scale to determine the LEA's progress in implementing the actions to achieve the articulated goal. Ratings were based on an analysis of both inputs from educational partners and metrics.

Rating scale (lowest to highest): 1 – Exploration and Research Phrase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability.

The actions outlined in Goal One supported the progress toward meeting the goal of providing annual Professional Development and Curriculum Development.

Action 1 Safety Training

Implementation Status: Full Implementation and Sustainability. Input from all stakeholders indicated they welcomed the safety training. Additional hours were included to increase more safety drills.

Overall Implementation: Action implemented as planned. – This will result in NO material differences between budgeted and estimated actual expenditures.

Action 2 Campus Safety

Implementation Status: Full Implementation and Sustainability. Input from all stakeholders indicated they believe the campus is a safe environment. This action will include a "wellness" description in the upcoming LCAP to include the school nurse, psychologist and SEL services.

Overall Implementation: Action implemented as planned. – This will result in NO material differences between budgeted and estimated actual expenditures.

Action 3 Safety Plan

Implementation Status: Full Implementation and Sustainability. Input from all stakeholders indicated they believe the plan is being carried out as planned.

Overall Implementation: Action implemented as planned. – This will result in NO material differences between budgeted and estimated actual expenditures.

Action 4 Credit Recovery

Implementation Status: Full Implementation. Input from staff indicated credit recovery has been very beneficial for students to stay on track to graduate.

Overall Implementation: Action implemented as planned. – This will result in NO material differences between budgeted and estimated actual expenditures.

Action 5 Parent Involvement

Implementation Status: Full Implementation and Sustainability. Input from all stakeholders indicated they believe parent involvement to be a beneficial factor in their student's success. Hours were reduced due to one less teacher and lower than budgeted enrollment.

Overall Implementation: Action implemented differently than planned. – This will result in a material differences between budgeted and estimated actual expenditures.

Overall Successes: All stakeholders reported that SCS has a very safe and healthy campus environment with services to address graduation, chronic absenteeism and accrual of credits.

Overall Challenges: Motivating students to see the benefits of attending school and getting a high school diploma.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There was a material difference between planned and estimated actual expenditures for:

Action 5 Parent Involvement – Estimated actual expenditures decreased 17% ($13,365) to the original budget due to less projected enrollment/less teacher.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

Sierra Charter used the following rating scale to determine the effectiveness of the actions to achieve the articulated goal. Ratings were based on an analysis of both inputs from educational partnerships and metrics. Rating scale (lowest to highest): 1 – Not Effective; 2 – Somewhat Effective; 3 – Effective.

Action(s) Action 1 Safety Training; Action 2 Campus Safety; Action 3 Safety Plan; Action 4 Credit Recovery; Action 5 Parent Involvement

Metric(s): California Schools Dashboard, Safety Plans, Parent Involvement attendance

Analysis Statement: These actions were very beneficial based on input from staff, student and parents. Surveys are conducted at least once a year for suggestions to current practices.

Because these actions were effective, as demonstrated by meeting the metrics outcomes, we will continue all actions into the new three-year cycle.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

The only change in this goal will be to add “Wellness” to Action 2 – Campus Safety. This gives us the ability to include more SEL for our students.

A report of the Total Estimated Actual Expenditures for last year’s actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year’s actions may be found in the Contributing Actions Annual Update Table.

Instructions

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at LCFF@cde.ca.gov.

Complete the prompts as instructed for each goal included in the 2023–24 LCAP. Duplicate the tables as needed. The 2023–24 LCAP Annual Update must be included with the 2024–25 LCAP.

Goals and Actions

Goal(s)

Description:

Copy and paste verbatim from the 2023–24 LCAP.

Measuring and Reporting Results

- Copy and paste verbatim from the 2023–24 LCAP.

Metric:

- Copy and paste verbatim from the 2023–24 LCAP.

Baseline:

- Copy and paste verbatim from the 2023–24 LCAP.

Year 1 Outcome:

- Copy and paste verbatim from the 2023–24 LCAP.

Year 2 Outcome:

- Copy and paste verbatim from the 2023–24 LCAP.

Year 3 Outcome:

- When completing the 2023–24 LCAP Annual Update, enter the most recent data available. Indicate the school year to which the data applies.

Desired Outcome for 2023–24:

- Copy and paste verbatim from the 2023–24 LCAP.

Timeline for completing the "**Measuring and Reporting Results**" part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for Year 3 (2023–24)
Copy and paste verbatim from the 2023–24 LCAP.	Copy and paste verbatim from the 2023–24 LCAP.	Copy and paste verbatim from the 2023–24 LCAP.	Copy and paste verbatim from the 2023–24 LCAP.	Enter information in this box when completing the 2023–24 LCAP Annual Update.	Copy and paste verbatim from the 2023–24 LCAP.

Goal Analysis

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective in achieving the goal. Respond to the prompts as instructed.

A description of any substantive differences in planned actions and actual implementation of these actions.

- Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

- Describe the effectiveness or ineffectiveness of the specific actions in making progress toward the goal during the three-year LCAP cycle. "Effectiveness" means the degree to which the actions were successful in producing the desired result and "ineffectiveness" means that the actions did not produce any significant or desired result.
    - In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal.

- When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.

- Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.

    - As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:

        - The reasons for the ineffectiveness, and

        - How changes to the action will result in a new or strengthened approach.

Local Control and Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Sierra Charter School	**Lisa Marasco, CEO**	**lmarasco@sierracharter.org** **(559) 476-3401 office (559) 285-1676 cell**

Plan Summary [2024-2025]

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

Sierra Charter School (SCS) is a K-12 Personalized Learning Public Charter School utilizing a unique definition of Independent Study to teach students. Through a blended approach, students take English, Math and Science classes on campus, as well as working from home through google classroom. The demographic breakdown from CALPADS as of October 2023 CBEDS of 362 students was 74% Hispanic or Latino, 7% White, 7% African American, 7% American Indian or Alaska Native, and 5% Asian. Our Low-Income was 64% at 231 students, Special Education 14% at 49 students, English Language Learners 8% at 28 students and Foster Youth .6% at 2 students.
The school employs 3 administrators, 1 counselor, 1 resource specialist, 1 nurse, 1 school psychologist, 26 teachers (including EL and SPED) 10 aides and 5 classified.

In keeping with the schoolwide student goals; literacy, math, science, social science and technology are the school's main areas of focus. This is why the direction of the school has changed from a traditional Independent Study format. With the focus towards implementing a hybrid model of mastery learning, alignment to the CCSS, digital education, small group instruction, peer collaboration, evidenced-driven intervention and more required time on campus, increased achievement results are projected.

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Compared to last year's Dashboard, Sierra Charter's Academic Performance has made a slight decrease in their Distance from Standards points. ELA declined 8.2 points, Math declined 12.1 and English Learners Progress declined by 7%. Even though the overall numbers declined, the difference from the previous year is not significant enough to warrant concern. SCS believes that the strategies and curriculum ed has been making some progress over time and that this has been reflected in a comparison to similar high school and charter schools thin the District. Of the five traditional high schools that students transfer to Sierra Charter School from, SCS performs better in ELA and ath. Compared to the seven similar charter schools in Fresno, in ELA Sierra Charter performs better than all of them and in Math better an five of the schools.

Due to this realization, the Goals and Actions from the previous 3-year LCAP will be continued with some added actions for student subgroups receiving Red Indications on the Dashboard and including SEL into Goal 3.

The Red Indicators are for Math: All Students, Hispanic and Socioeconomically Disadvantaged and College and Career: All Students, Hispanic and Socioeconomically Disadvantaged. Since “All Students” is a group that encompasses both the Hispanic and Socioeconomically Disadvantaged student subgroups, the action will be implemented school-wide.

SCS has less than 30 English Learners and less than 15 Long-Term EL students (LTELS) so specific actions for only these students will not be addressed.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

Not Applicable

Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

Not Applicable

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

Not Applicable

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

Not Applicable

Engaging Educational Partners

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Educational Partner(s)	Process for Engagement
Teachers	Input from partners was collected from weekly staff meetings on Mondays, August through May.
Principal/Administrators	Input from partners was collected from weekly staff meetings on Mondays, August through May.
Other School Personnel	Input from partners was collected from weekly staff meetings on Mondays, August through May.
Local Bargaining Units	The LEA does not have local bargaining units.
Parents/Students	Orientations and Parent-Teacher-Student Conferences
ELAC/PAC	Quarterly meetings are held. January 10, 2024 meeting addressed the LCAP.
SELPA	Resource Specialist annually consults with El Dorado County SELPA to ensure the LCAP actions are in alignment with the SELPA Special Education Plan
Public Comment Period	May 1-15, 2024
Public Hearing	May 16, 2024
Adoption by Governing Board	The LCAP was adopted at the June 13, 2024 board meeting.
Budget Adoption and Local Indicator Report to governing board	The Budget and Local Indicator Report was presented at the June 13, 2024 board meeting.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

During weekly staff meetings, quarterly advisory group meetings and WASC focus group meetings, the following recommendations were suggested:

ontinue professional development days but change provider

llow more days for planning curriculum, implementing strategies from PD and evaluating assessment data

Goals and Actions

Goal

Goal #	Description	Type of Goal
1.	**Professional development will be provided yearly in the areas of teacher improvement, curriculum planning and analysis, resources and support.**	Broad

State Priorities addressed by this goal.

State Priorities 1, 2 & 7

An explanation of why the LEA has developed this goal.

The goal was developed due to the need for professional development and trainings to increase the number of effective teachers at the school, guarantee standards-aligned instructional materials for all students and provide ELD standards into the general-ed curriculum for all EL students. District PD resources are not available to SCS so the metrics and actions planned for this goal will guarantee that new and veteran teachers will continue to receive relevant and researched based trainings that will benefit their students in the classrooms.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Metric 1.1	Appropriately assigned and fully credentialed teachers	85% fully credentialed and 100% appropriate assigned for the students they are teaching. Data Year: 2023-24 Data Source: CTC Website	N/A	N/A	100% fully credentialed and 100% appropriate assigned for the students they are teaching. Data Year: 2026-27 Data Source: CTC Website	N/A
Metric 1.2	Professional Development Days	100% of the teaching staff participated in professional development that is appropriately assigned for their grade level and course taught. Data Year: 2023-24 Data Source: Local SCS Meeting Sign-In Sheets	N/A	N/A	100% of the teaching staff participated in professional development that is appropriately assigned for their grade level and course taught. Data Year: 2026-27 Data Source: Local SCS PD Calendar and Meeting Sign-In Sheets	N/A

Metric 1.3	Curriculum Development Days	100% of the teaching staff participated in curriculum development days. Data Year: 2023-24 Data Source: Local SCS Meeting Sign-In Sheets	N/A	N/A	100% of the teaching staff participated in curriculum development days. Data Year: 2026-27 Data Source: Local SCS Curriculum Planning Calendar and Meeting Sign-In Sheets	N/A
Metric 1.4	Access to standards aligned instructional curriculum	100% of the students had access to standards aligned curriculum developed by the SCS staff. Data Year: 2023-24 Data Source: Local SCS Grade Level Pacing Guides	N/A	N/A	100% of the students had access to standards aligned curriculum developed by the SCS staff. Data Year: 2026-27 Data Source: Local SCS Grade Level Pacing Guides	N/A
Metric 1.5	Implement state standards, including English Language Development, for all students	100% of the students received curriculum that includes state and ELD standards. Data Year: 2023-24 Data Source: Local SCS Grade Level Pacing Guides	N/A	N/A	100% of the students received curriculum that includes state and ELD standards. Data Year: 2026-27 Data Source: Local SCS Grade Level Pacing Guides	N/A

Insert or delete rows, as necessary.

Goal Analysis for [2023-2024]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

N/A – See 2023-24 LCAP Annual Update Template

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

N/A – See 2023-24 LCAP Annual Update Template

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

N/A – See 2023-24 LCAP Annual Update Template

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

N/A – See 2023-24 LCAP Annual Update Template

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
Action 1.1	Professional Development	SCS will provide training to instructional staff on special education, 504 and Social Emotional Learning. Teachers will review their rooster of all students and note which are English learners, foster youth and low-income.	$ 29,617	Yes
Action 1.2	Curriculum Development	SCS will designate days throughout the school year, as well as in the summer, will be scheduled for developing the curriculum. Modification strategies for special education students will be included. Additional strategies will be brainstormed within grade level or subject level groups to better design the curriculum for English learners, foster youth and low-income students' needs.	$ 49,445	Yes
Action 1.3	ELD standards	SCS will provide training to instructional staff on embedding English Language Development standards into the curriculum.	$ 1,648	Yes
Action 1.4	EL Support	English learner teacher provides daily instruction, tutoring, and curriculum development to identified EL students.	$ 122,765	Yes

Insert or delete rows, as necessary.

Goal

Goal #	Description	Type of Goal
2.	**Students will be provided with more academic support through one-on-one, small and large group instruction by certificated staff to increase pupil achievement outcomes.**	Focus

State Priorities addressed by this goal.

State Priorities 4 & 8

An explanation of why the LEA has developed this goal.

This goal was developed based on prior years' California Dashboard scores and the continued need for improvement. SCS changed to "iReady" as their in-house assessment a couple of years ago and continues to train the staff on how to utilize all their learning and teaching platforms to increase pupil achievement. The Counselor was added back into this goal to address college and career preparedness. All Students subgroup, which includes Hispanic and Socio-Disadvantage subgroups, will be targeted in Math and College and Career achievement.

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Metric 2.1	CA Dashboard ELA	ELA CAASPP scores declined 8.2 points. (8.7 points below standard) Data Year: 2023 Data Source: CA School Dashboard	N/A	N/A	Points below standard will decrease and more students will meet standard or above. Data Year: 2026 Data Source: CA School Dashboard	N/A

Metric 2.2	CA Dashboard Math	Math CAASPP scores declined 12.1 points. (116.1 points below standard) Data Year: 2023 Data Source: CA School Dashboard	N/A	N/A	Points below standard will continue to decrease and more students will meet standard or above. Data Year: 2026 Data Source: CA School Dashboard	N/A
Metric 2.3	CA Dashboard English Learners Progress	42.9% made progress towards English language proficiency. This was a 7.1% decline from prior year. Data Year: 2023 Data Source: CA School Dashboard	N/A	N/A	Percentage of students progressing will be increased. Data Year: 2026 Data Source: CA School Dashboard	N/A
Metric 2.4	CA Dashboard College/Career	8.9% of students were prepared for college or career. Data Year: 2023 Data Source: CA School Dashboard	N/A	N/A	Percentage of students prepared will be increased. Data Year: 2026 Data Source: CA School Dashboard/Additional Reports	N/A

Insert or delete rows, as necessary.

Goal Analysis for [2023-2024]

A analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

N/A – See 2023-24 LCAP Annual Update Template

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

N/A – See 2023-24 LCAP Annual Update Template

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

N/A – See 2023-24 LCAP Annual Update Template

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

N/A – See 2023-24 LCAP Annual Update Template

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
Action 2.1	Curriculum Associates (iReady)	SCS will purchase yearly subscription of iReady software to align with the same software administered by surrounding districts. Software will be used to track all students progress throughout the year.	$ 25,000	Yes
Action 2.2	Pre-, Mid- and Post-Testing of iReady and SBAC	SCS Instructional staff will monitor the pre-, mid- and post-testing of the iReady assessment in ELA and math and annual CAASPP testing. (Dashboard Red Indicators are addressed in this action under the Increased or Improved Services section)	$ 27,881	Yes
Action 2,3	iReady and SBAC Analysis Training	SCS will provide training to Instructional staff at the beginning of the year on analyzing test scores and using the results to drive curriculum.	$ 8,240	Yes
Action 2.4	Professional Development/Collaboration	SCS will designate days to be used for grade level teams to develop and implement strategies to increase pupil assessment outcomes. Special Education and English learner teams will work in together to brainstorm strategies to increase pupil assessment outcomes within their student groups.	$ 16,482	Yes
Action 2.5	Intervention Support	SCS will provide intervention support for students not staying on pace and for those receiving a red indicator in Math on the Dashboard. (Dashboard Red Indicators are addressed in this action under the Increased or Improved Services section)	$ 193,441	Yes
Action 2.6	Instructional Aides/Tutors	SCS will hire, or continue to employ, certificated or classified staff to work in the classrooms to support students will be funded through the additional 15% concentration grant add-on funding.	$ 112,044	Yes
Action 2.7	Teacher Aide	SCS will continue to employ an aide to support teacher at identified grade(s).	$ 20,730	Yes

Action 2.8	Counselor	The Counselor, working with Administration, will closely monitor All Students, including Hispanic and Socio-Disadvantage subgroups' course-load to ensure they are College and Career ready. The Counselor will also provide resources for students on college and career, as well as work with 12th grade instructional team to increase graduation rate. (Dashboard Red Indicators are addressed in this action under the Increased or Improved Services section)	$ 86,359	Yes

Insert or delete rows, as necessary.

Goal

Goal #	Description	Type of Goal
3.	**Lower suspension rates and increase student enrollment, graduation rate and attendance in a safe environment.**	Broad

State Priorities addressed by this goal.

State Priorities 3, 5 & 6

An explanation of why the LEA has developed this goal.

This goal was developed because it is the belief of the school's Administrative team that by providing a safe, healthy and calm school campus with continuing parent involvement, student's trust and ownership will be promoted which should impact enrollment, attendance and graduation rate. We added a "wellness" component to this goal in order to provide more emotional and healthy wellbeing support to the students in their day-to-day encounters on campus.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Metric 3.1	CA Dashboard Chronic Absenteeism	1.6% of the students were chronically absent. Data Year: 2023 Data Source: CA School Dashboard	N/A	N/A	Decrease in percentage of students chronically absent. Data Year: 2026 Data Source: CA School Dashboard	N/A

Metric 3.2	CA Dashboard Suspension Rate	0% of the students were suspended. Data Year: 2023 Data Source: CA School Dashboard	N/A	N/A	Maintain 0 percent of students suspended. Data Year: 2026 Data Source: CA School Dashboard	N/A
Metric 3.3	CA Dashboard Graduation Rate	84.2% of the students in their cohort graduated. Data Year: 2023 Data Source: CA School Dashboard/Additional Reports	N/A	N/A	Increase the percentage of students in the co-hort graduating. Data Year: 2026 Data Source: CA School Dashboard/Additional Reports	N/A
Metric 3.4	Safe School Report	0% conditions needed attention during “school safety walk”. 100% confirmation on the school’s healthy campus environment survey. Data Year: 2023-24 Data Source: Local SCS School Safety Plan and Surveys	N/A	N/A	0% conditions needed attention during “school safety walk”. 100% confirmation on the school’s healthy campus environment survey. Data Year: 2026-27 Data Source: Local SCS School Safety Plan and Surveys	N/A

Metric 3.5	Parent Involvement	In the 2023-24 school year, 100% of students' parents attended the school orientation upon enrollment and/or the parent-teacher conference at semester. Data Year: 2023-24 Data Source: SCS Local Parent Orientation Sign-In Sheets	N/A	N/A	100%of students' parents attended the school orientation upon enrollment and/or the parent-teacher conference at semester. Data Year: 2026-2027 Data Source: Local SCS School Calendar and Parent Orientation Sign-In Sheets	N/A

Insert or delete rows, as necessary.

Goal Analysis for [2023-2024]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

N/A – See 2023-24 LCAP Annual Update Template

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

N/A – See 2023-24 LCAP Annual Update Template

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

N/A – See 2023-24 LCAP Annual Update Template

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

N/A – See 2023-24 LCAP Annual Update Template

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
Action 3.1	Safety Training	SCS will ensure that all staff are trained on campus safety protocol.	$ 32,002	Yes
Action 3.2	Campus Safety & Wellness	SCS will require that campus monitoring be performed daily by identified staff, including custodial, nurse, school psychologist and middle school teachers.	$ 68,652	Yes
Action 3.3	Safety Plan	SCS will periodically review the safety plan and procedures.	$ 4,985	Yes
Action 3.4	Credit Recovery	SCS will offer support classes to keep students on pace for graduation.	$ 43,247	Yes
Action 3.5	Parent Involvement	SCS will require that teachers schedule orientations and parent-teacher conferences with all SCS families yearly.	$ 33,464	Yes

Insert or delete rows, as necessary.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students for [LCAP Year]

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
$ 876,002	$ 72,333

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
21.171	0%	$0.00	21.171

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

Required Descriptions

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

Goal and Action #(s)	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
1.1	English learners, students with disabilities, foster youth and low-income students could possibly have obstacles in learning, that other students may not have. These could be language barrier, environment, health, mental challenges, etc. These obstacles, if any, need to be identified.	**Professional Development** Training will be provided to instructional staff on special education, 504 and Social Emotional Learning. Teachers will review their rooster of all students and note which are English learners, students with disabilities, foster youth and low-income. Providing teachers with trainings on how students are identified in school programs can help them to understand their students' individual needs. A teacher's understanding of their students' program qualifications can assist them in using appropriate strategies in instruction and assessment and meet the needs associated with English learners, student with disabilities, foster youth and low-income. However, because Sierra Charter expects that all students will benefit, this action is being provided on a school-wide basis.	Utilizing appropriate strategies based on individual student needs, students should be provided with a more individualized learning program. Local SCS PD Calendar and Meeting Sign-in sheets will document trainings

1.2	Not all students will learn from the same strategies used in implementing curriculum, therefore a variety needs to be available based on teaching the same curriculum.	**Curriculum Development** Designated days throughout the school year, as well as in the summer, will be scheduled for developing the curriculum. Modification strategies for special education students will be included. Additional strategies will be brainstormed within grade level or subject level groups to better design the curriculum for English learners, foster youth and low-income students' needs. Providing teachers with specific curriculum development days throughout the school year and summer will allow them designated time to refine their teaching curriculum to accommodate the needs of the English learners, foster youth and low-income students. However, because Sierra Charter expects that all students will benefit, this action is being provided on a school-wide basis.	Personalized instruction for targeted groups should lead to a better understanding of the subject matter being taught. Local SCS Curriculum Planning and School Calendars and Meeting Sign-in sheets will document additional specified days.
1.3	English learner students require language support designed to assist them in building English proficiency, refining their use of the English language and providing them access to subject area content.	**ELD Standards** Instructional staff will be provided with training on embedding English Language Development standards into the curriculum. Imbedding English Language Development standards will allow English learner students to achieve at the same level as their English-speaking classmates. The English Language Development standards are written at a level that will allow English learners a better understanding of the California state standards. However, because Sierra Charter expects that all students will benefit, this action is being provided on a school-wide basis.	By imbedding English Language Development standards into all the curriculum, English learner students should perform at a high level. Local SCS PD Calendar, Meeting Sign-In Sheets and Grade-Level Pacing Guides will document embedded ELD standards into the curriculum.

2.1	Sierra Charter will purchase the iReady software to use for its in-house assessments because the software is already being used by Sierra Charter's surrounding districts and there is the need for continuity since students move from local districts to SCS.	**Curriculum Associates (iReady)** Yearly subscription of iReady software will be purchased. Software will be used to track all students' progress throughout the year. Teachers of English learners, students with disabilities, foster youth and low-income will be able to review the results and determine each student's needs and growth. English learners, students with disabilities, foster youth and low-income students will receive a more personalized curriculum plan based on iReady scores. However, because Sierra Charter expects that all students will benefit, this action is being provided on a school-wide basis.	By using the same in-house assessment as surrounding districts, teachers can retrieve prior scores on students coming from other schools or districts and determine how much growth is being made as documented in individual student records.

2.2	Teacher's need to know what prior information their English learners, students with disabilities, foster youth and low-income students have at the start of the school year. Results from the 2023 California Dashboard Math results indicated that the subgroups scoring in the RED were: • All Students • Hispanic • Socioeconomically Disadvantaged (low-income)	**Pre-, Mid- and Post-Testing of iReady and SBAC** Instructional staff will monitor the pre-, mid- and post-testing of the iReady assessment in ELA and math and annual CAASPP testing. iReady math scores will be reviewed more closely for All Students, which includes Hispanics and Socioeconomically Disadvantaged, and those students with low scores will be targeted for strengthened intervention. By identifying a starting place of their student's prior knowledge, teachers can adapt their curriculum to reflect the needs of all student groups. As a result of pre-testing students, more or less time in small groups or classroom instruction will be implemented for English learners, students with disabilities, foster youth and low-income students. Using iReady results to drive the curriculum should meet the needs associated with English learners, foster youth and low-income. However, because Sierra Charter expects that all students will benefit, this action is being provided on a school-wide basis.	Higher assessment scores and increased post-testing results should be achieved for All Students. Results will be compared after each administration and curriculum will be updated to include those areas of need. Documentation will be in the students' files and the teachers' updated Pacing Guides. California Dashboard results will be reviewed.

2.3	Clear understanding is needed by the instructional staff when reviewing assessment scores from iReady and SBAC. Instructional staff will be trained at the beginning of the year on analyzing test scores and using the results to drive curriculum. Having an understanding in analyzing students' scores will provide the teachers of English learners, students with disabilities, foster youth and low-income with information they can use in developing their weekly lesson assignments.	**iReady and SBAC Analysis Training** Instructional staff will be trained at the beginning of the year on analyzing test scores and using the results to drive curriculum. Having an understanding in analyzing students' scores will provide the teachers of English learners, students with disabilities, foster youth and low-income with information they can use in developing their weekly lesson assignments. However, because Sierra Charter expects that all students will benefit, this action is being provided on a school-wide basis.	Weekly lesson assignments based of the student's prior knowledge and current ability level should show growth as documented in the iReady post scores for all students.
2.4	Not all students will learn and engage from the same strategies used in the classroom, therefore a variety needs to be available. .	**Professional Development/Collaboration** Designated days will be used for grade level teams to develop and implement strategies to increase pupil assessment outcomes. Special Education and English learner teams will work in together to brainstorm strategies to increase pupil assessment outcomes within their student groups. Providing teachers with professional development on classroom strategies to increase pupil assessment outcomes will accommodate the needs of the English learners, students with disabilities, foster youth and low-income students. However, because Sierra Charter expects that all students will benefit, this action is being provided on a school-wide basis.	Managing and engaging students in the classroom should result in a higher level of understanding of the curriculum and lead to increased pupil assessment outcomes as documented on the California Dashboard.

2.5	Sierra Charter's goal is to have their English learners, students with disabilities, foster youth and low-income students succeed every year and be promoted to the next grade level. Results from the 2023 California Dashboard Math results indicated that the subgroups scoring in the RED were: • All Students • Hispanic • Socioeconomically Disadvantaged (low-income)	**Intervention Support** Provide intervention support for students not staying on pace and for those receiving a red indicator in Math on the Dashboard. By providing All Students, including Hispanic, Socio-Disadvantage, English learners, students with disabilities, foster youth and low-income students additional time through strengthened intervention support, they should be able to stay on pace to graduate and increase their achievement in Math. Additional intervention support classes are designed to meet the needs of English learners, students with disabilities, foster youth and low-income. However, because Sierra Charter expects that all students will benefit, this action is being provided on a school-wide basis.	As a result of providing more intervention classes and targeting students scoring Red on the Dashboard Indicators, students will stay on pace to be promoted to the next grade level. Math achievement scores should increase for all subgroups and will be reviewed using the results from the California Dashboard
2.6	Some English learners, students with disabilities, foster youth and low-income students require additional support in their classes to understand and complete assignments.	**Instructional Aides/Tutors** Hiring of certificated or classified staff to work in the classrooms to support students will be funded through the additional 15% concentration grant add-on funding. English learners, students with disabilities, foster youth and low-income students will benefit from having additional assistance in their classes through one-on-one or small group instruction. However, because Sierra Charter expects that all students will benefit, this action is being provided on a school-wide basis.	The hiring of additional staff should increase all identified students' knowledge of the curriculum and/or assignments which will be reflected in the students scores on the CAASPP ELA and Math assessments.

2.7	At specific grades, additional support for the teacher is needed due to the number of assigned grade levels and subjects being required of them.	**Teacher Aide** Hire an aide to support teacher at identified grade(s). Teachers are alleviated of certain duties when an aide is assigned to assist them. This allows the teacher to spend more time making sure all identified student groups are receiving the services needed. English learners, foster youth and low-income students benefit from more teach time when an aide is assigned to their grade level. However, because Sierra Charter expects that all students will benefit, this action is being provided on a school-wide basis.	Increased learning outcomes should result when the teacher is allowed more time to focus on the students.
2.8	Students graduating from SCS need to be more prepared for College and Career as indicated on the Dashboard. Results from the 2023 California Dashboard College/Career results indicated that the subgroups scoring in the RED were: • All Students • Hispanic • Socioeconomically Disadvantaged (low-income)	**Counselor** The Counselor, working with Administration, will closely monitor All Students, including Hispanic and Socio-Disadvantage subgroups' course-load to ensure they are College and Career ready. The Counselor will also provide increased resources for all students on college and career, as well as, work with 12th grade instructional team to increase graduation rate. By monitoring All Students, including Hispanic, Socioeconomically Disadvantage, English learners, students with disabilities, foster youth and low-income students the number of students being college and career prepared should increase. However, because Sierra Charter expects that all students will benefit, this action is being provided on a school-wide basis.	All Students, including Hispanic, Socioeconomically Disadvantage, English learners, students with disabilities, foster youth and low-income students will benefit from this action and be more prepared when graduating from Sierra Charter School as indicated on the California Dashboard College/Career.

3.1	A safe campus is a required need for learning to take place.	**Safety Training** Staff will be trained on campus safety protocol. English learners, students with disabilities, foster youth and low-income students will be able to concentrate on learning when they are on campus knowing that the Sierra Charter staff have been trained in campus safety protocol. However, because Sierra Charter expects that all students will benefit, this action is being provided on a school-wide basis.	Providing a safe learning environment will produce students that can focus on their assignments and grades and stay on pace to graduate as indicated on the California Dashboard Graduation results.
3.2	In order to provide a safe learning environment, daily monitoring of the campus and the students' wellness need to occur.	**Campus Safety & Wellness** Campus monitoring will be performed daily by identified staff, including custodial, nurse, school psychologist and middle school teachers. Hiring custodial staff to clean in the classrooms that support students will be funded through the additional 15% concentration grant add-on funding. Wellness checks through live interaction will be provided to identified students. English learners, students with disabilities, foster youth and low-income students will be able to observe the presences of adults on the Sierra Charter campus that will be monitoring the school daily. However, because Sierra Charter expects that all students will benefit, this action is being provided on a school-wide basis.	Assigned staff to monitor the campus daily will allow the school to provide a safe and healthy learning environment as indicated in Local SCS Surveys.

3.3	A safety plan that has established procedures in all situations needs to be followed and reviewed by all staff.	**Safety Plan** Periodic review of safety plan and procedures will occur. English learners, students with disabilities, foster youth and low-income students will benefit from the Safety Plan training all Sierra Charter staff are required to attend. However, because Sierra Charter expects that all students will benefit, this action is being provided on a school-wide basis.	Sierra Charter will meet the required submission date of the school's Safety Plan yearly as documented in the Districts Epicenter.
3.4	Sierra Charter needs to continue to increase the school's graduation rate reported on the California School Dashboard.	**Credit Recovery** Support classes will be offered to keep students on pace for graduation. English learners, foster youth and low-income student will benefit from credit recovery classes to help them stay on pace to graduate. As a result of offering more credit recovery classes that focus on keeping students on pace to accrue their high school credits, English learners, foster youth and low-income students should graduate on time. However, because Sierra Charter expects that all high school students will benefit, this action is being provided on a school-wide basis.	Keeping students on pace through credit recovery classes should increase Sierra Charter's graduation rate as reported on the California Dashboard.

3.5	Parent involvement is an integral part of a student's learning environment. Research has shown that students succeed at a higher level when there is parent involvement and understanding in their learning process.	**Parent Involvement** Teachers will schedule orientations and parent-teacher conferences with all SCS families. English learners, foster youth and low-income students will benefit from their parent's understanding and involvement in their education through the combined efforts of the school and parent working as a team. However, because Sierra Charter expects that all students will benefit, this action is being provided on a school-wide basis.	The meeting will be documented by Local SCS Parent Orientations and Parent/Teacher Conferences sign-in sheets.

Insert or delete rows, as necessary.

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
1.4	English learner students that have not been mainstreamed into the general education program require primary language or ELD support.	**EL Support** English learner teacher provides daily instruction, tutoring, and curriculum development. The English learner students will receive a better education when assigned to a qualified English learner teacher and primary language aide. As a result, this should accelerate the English learner students learning progress and help them to be reclassified at a faster rate.	Multiple hours every week working with a teacher qualified to provide ELD support and a primary language aide has shown positive results in English learners ELA and Math SBAC scores as documented on the Dashboard.

Insert or delete rows, as necessary.

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

Not Applicable

Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

Sierra Charter School has greater than 55% concentration of low-income students at 66%. Additional tutors, instructional aides, support services staff are being hired to provide direct services to eligible students identified in need as stated in the "Action" section of all goals. Priority is given to the students identified in the needs assessment the school generates.

The following goals and action numbers meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.

2.6 Instructional Aides/Tutors

3.2 Campus Safety & Wellness

SCS has a history of paying the instructional aides, tutors and classified employees hirer than traditional districts in order to retain existing staff and attract new staff. Additionally, starting with the 2024-25 LCAP hourly wages were increased.

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students	N/A	1:55
Staff-to-student ratio of certificated staff providing direct services to students	N/A	1:11

2023-2024 Annual Update Table

Totals:	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Actual Expenditures (Total Funds)
Totals:	$ 1,091,046.00	$ 1,282,813.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1	Professional Development	Yes	$ 24,788	$ 18,579
1	2	Curriculum Development	Yes	$ 47,280	$ 82,937
1	3	ELD Standards	Yes	$ 3,283	$ 1,301
1	4	EL Support	Yes	$ 116,472	$ 117,028
2	1	Curriculum Associates (i-ready) Software	Yes	$ 16,256	$ 23,217
2	2	Pre and Post Testing of i-ready and SBAC	Yes	$ 79,352	$ 59,173
2	3	i-ready and SBAC/CAASPP Analysis Training	Yes	$ 14,700	$ 11,247
2	4	Professional Development	Yes	$ 11,490	$ 13,840
2	5	Intervention Support	Yes	$ 256,697	$ 450,155
2	6	Instruction Aides/Tutors (concentration 2.0)	Yes	$ 102,513	$ 84,570
2	7	Teacher Aide	Yes	$ 23,097	$ 23,164
3	1	Safety Training	Yes	$ 40,445	$ 39,345
3	2	Campus Safety	Yes	$ 26,158	$ 28,594
3	3	Safety Plan	Yes	$ 5,147	$ 5,002
3	4	Credit Recovery	Yes	$ 245,085	$ 259,743
3	5	Parent Involvement	Yes	$ 78,283	$ 64,918

2023-2024 Contributing Actions Annual Update Table

6. Estimated Actual LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Actual Percentage of Improved Services (%)	Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)
$ 1,020,678	$ 1,091,046	$ 1,282,813	$ (191,767)	0.00%	0.00%	0.00% - No Difference

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1	Professional Development	Yes	$ 24,788	$ 18,579.00	0.00%	0.00%
1	2	Curriculum Development	Yes	$ 47,280	$ 82,937.00	0.00%	0.00%
1	3	ELD Standards	Yes	$ 3,283	$ 1,301.00	0.00%	0.00%
1	4	EL Support	Yes	$ 116,472	$ 117,028.00	0.00%	0.00%
2	1	Curriculum Associates (i-ready) Software	Yes	$ 16,256	$ 23,217.00	0.00%	0.00%
2	2	Pre and Post Testing of i-ready and SBAC	Yes	$ 79,352	$ 59,173.00	0.00%	0.00%
2	3	i-ready and SBAC/CAASPP Analysis Training	Yes	$ 14,700	$ 11,247.00	0.00%	0.00%
2	4	Professional Development	Yes	$ 11,490	$ 13,840.00	0.00%	0.00%
2	5	Intervention Support	Yes	$ 256,697	$ 450,155.00	0.00%	0.00%
2	6	Instruction Aides/Tutors (concentration 2.0)	Yes	$ 102,513	$ 84,570.00	0.00%	0.00%
2	7	Teacher Aide	Yes	$ 23,097	$ 23,164.00	0.00%	0.00%
3	1	Safety Training	Yes	$ 40,445	$ 39,345.00	0.00%	0.00%
3	2	Campus Safety	Yes	$ 26,158	$ 28,594.00	0.00%	0.00%
3	3	Safety Plan	Yes	$ 5,147	$ 5,002.00	0.00%	0.00%
3	4	Credit Recovery	Yes	$ 245,085	$ 259,743.00	0.00%	0.00%
3	5	Parent Involvement	Yes	$ 78,283	$ 64,918.00	0.00%	0.00%

2023-2024 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
$ 3,815,509	$ 1,020,678	0.00%	26.75%	$ 1,282,813	0.00%	33.62%	$0.00 - No Carryover	0.00% - No Carryover

2024-2025 Total Planned Expenditures Table

LCAP Year (Input)	1. Projected LCFF Base Grant (Input Dollar Amount)	2. Projected LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Input Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)
2024-2025	$ 4,137,830	$ 876,002	21.171%	0.000%	21.171%

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	$ 876,002	$ -	$ -	$ -	$ 876,002.00	$ 846,002	$ 30,000

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
1	1	Professional Development	ALL	Yes	Schoolwide	All	ALL	on-going	$ 29,617	$ -	$ 29,617	$ -	$ -	$ -	$ 29,617	0.000%
1	2	Curriculum Development	ALL	Yes	Schoolwide	All	ALL	on-going	$ 32,600	$ -	$ 32,600	$ -	$ -	$ -	$ 32,600	0.000%
1	3	ELD Standards	ALL	Yes	Schoolwide	All	ALL	on-going	$ 1,648	$ -	$ 1,648	$ -	$ -	$ -	$ 1,648	0.000%
1	4	EL Support	English Learners	Yes	Limited	English Learners	ALL	on-going	$ 122,765	$ -	$ 122,765	$ -	$ -	$ -	$ 122,765	0.000%
2	1	Curriculum Associates (i-Ready) Software	ALL	Yes	Schoolwide	All	ALL	on-going	$ -	$ 25,000	$ 25,000	$ -	$ -	$ -	$ 25,000	0.000%
2	2	Pre and Post Testing of i-Ready and SBAC	ALL	Yes	Schoolwide	All	ALL	on-going	$ 27,881	$ -	$ 27,881	$ -	$ -	$ -	$ 27,881	0.000%
2	3	i-Ready and SBAC Analysis Training	ALL	Yes	Schoolwide	All	ALL	on-going	$ 8,240	$ -	$ 8,240	$ -	$ -	$ -	$ 8,240	0.000%
2	4	Professional Development/Collaboration	ALL	Yes	Schoolwide	All	ALL	on-going	$ 16,482	$ -	$ 16,482	$ -	$ -	$ -	$ 16,482	0.000%
2	5	Intervention Support	ALL	Yes	Schoolwide	All	ALL	on-going	$ 210,286	$ -	$ 210,286	$ -	$ -	$ -	$ 210,286	0.000%
2	6	Instructional Aides/Tutors	ALL	Yes	Schoolwide	All	ALL	on-going	$ 112,044	$ -	$ 112,044	$ -	$ -	$ -	$ 112,044	0.000%
2	7	Teacher Aide	ALL	Yes	Schoolwide	All	ALL	on-going	$ 20,730	$ -	$ 20,730	$ -	$ -	$ -	$ 20,730	0.000%
2	8	Counselor	ALL	Yes	Schoolwide	All	ALL	on-going	$ 86,359	$ -	$ 86,359	$ -	$ -	$ -	$ 86,359	0.000%
3	1	Safety Training	ALL	Yes	Schoolwide	All	ALL	on-going	$ 27,002	$ 5,000	$ 32,002	$ -	$ -	$ -	$ 32,002	0.000%
3	2	Campus Safety & Wellness	ALL	Yes	Schoolwide	All	ALL	on-going	$ 68,652	$ -	$ 68,652	$ -	$ -	$ -	$ 68,652	0.000%
3	3	Safety Plan	ALL	Yes	Schoolwide	All	ALL	on-going	$ 4,985	$ -	$ 4,985	$ -	$ -	$ -	$ 4,985	0.000%
3	4	Credit Recovery	ALL	Yes	Schoolwide	All	ALL	on-going	$ 43,247	$ -	$ 43,247	$ -	$ -	$ -	$ 43,247	0.000%
3	5	Parent Involvement	ALL	Yes	Schoolwide	All	ALL	on-going	$ 33,464	$ -	$ 33,464	$ -	$ -	$ -	$ 33,464	0.000%
									$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.000%
									$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.000%

2024-2025 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
$ 4,137,830	$ 876,002	21.171%	0.000%	21.171%	$ 876,002	0.000%	21.171%	**Total:**	$ 876,002
								LEA-wide Total:	$ -
								Limited Total:	$ 122,765
								Schoolwide Total:	$ 753,237

Goal #	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1	Professional Development	Yes	Schoolwide	All	ALL	$ 29,617	0.000%
1	2	Curriculum Development	Yes	Schoolwide	All	ALL	$ 32,600	0.000%
1	3	ELD Standards	Yes	Schoolwide	All	ALL	$ 1,648	0.000%
1	4	EL Support	Yes	Limited	English Learners	ALL	$ 122,765	0.000%
2	1	Curriculum Associates (i-Ready) Software	Yes	Schoolwide	All	ALL	$ 25,000	0.000%
2	2	Pre and Post Testing of i-Ready and SBAC	Yes	Schoolwide	All	ALL	$ 27,881	0.000%
2	3	i-Ready and SBAC Analysis Training	Yes	Schoolwide	All	ALL	$ 8,240	0.000%
2	4	Professional Development/Collaboration	Yes	Schoolwide	All	ALL	$ 16,482	0.000%
2	5	Intervention Support	Yes	Schoolwide	All	ALL	$ 210,286	0.000%
2	6	Instructional Aides/Tutors	Yes	Schoolwide	All	ALL	$ 112,044	0.000%
2	7	Teacher Aide	Yes	Schoolwide	All	ALL	$ 20,730	0.000%
2	8	Counselor	Yes	Schoolwide	All	ALL	$ 86,359	0.000%
3	1	Safety Training	Yes	Schoolwide	All	ALL	$ 32,002	0.000%
3	2	Campus Safety & Wellness	Yes	Schoolwide	All	ALL	$ 68,652	0.000%
3	3	Safety Plan	Yes	Schoolwide	All	ALL	$ 4,985	0.000%
3	4	Credit Recovery	Yes	Schoolwide	All	ALL	$ 43,247	0.000%
3	5	Parent Involvement	Yes	Schoolwide	All	ALL	$ 33,464	0.000%
							$ -	0.000%

Local Control and Accountability Plan Instructions

Plan Summary

Engaging Educational Partners

Goals and Actions

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at LCFF@cde.ca.gov.

Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (California *Education Code* [*EC*] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.

- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (*EC* Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.

- **Accountability and Compliance:** The LCAP serves an important accountability function because the nature of some LCAP template sections require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:

    - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, including long-term English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (*EC* Section 52064[b][4-6]).

- Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (*EC* sections 52064[b][1] and [2]).
    - **NOTE:** As specified in *EC* Section 62064(b)(1), the LCAP must provide a description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to *EC* Section 52052, to be achieved for each of the state priorities. Beginning in 2023–24, *EC* Section 52052 identifies long-term English learners as a separate and distinct pupil subgroup with a numerical significance at 15 students.
- Annually reviewing and updating the LCAP to reflect progress toward the goals (*EC* Section 52064[b][7]).
- Ensuring that all increases attributable to supplemental and concentration grant calculations, including concentration grant add-on funding and/or LCFF carryover, are reflected in the LCAP (*EC* sections 52064[b][6], [8], and [11]).

The LCAP template, like each LEA's final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which must: (a) reflect comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (Dashboard), (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2024–25, 2025–26, and 2026–27 school years reflects statutory changes made through Senate Bill 114 (Committee on Budget and Fiscal Review), Chapter 48, Statutes of 2023.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA's diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

> Given present performance across the state priorities and on indicators in the Dashboard, how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions which, based on research, experience, and input gathered from educational partners, the LEA believes will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP document. Additionally, the beginning of each template section includes information emphasizing the purpose that section serves.

Plan Summary

Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to present a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included throughout each subsequent section of the LCAP.

Requirements and Instructions

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA.

- For example, information about an LEA in terms of geography, enrollment, employment, the number and size of specific schools, recent community challenges, and other such information the LEA may wish to include can enable a reader to more fully understand the LEA's LCAP.

- As part of this response, identify all schools within the LEA receiving Equity Multiplier funding.

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Reflect on the LEA's annual performance on the Dashboard and local data. This may include both successes and challenges identified by the LEA during the development process.

L As are encouraged to highlight how they are addressing the identified needs of student groups, and/or schools within the LCAP as part of t response.

A part of this response, the LEA must identify the following, which will remain unchanged during the three-year LCAP cycle:

- Any school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard;
- Any student group within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard; and/or
- Any student group within a school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

Annually identify the reason(s) the LEA is eligible for or has requested technical assistance consistent with *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, and provide a summary of the work underway as part of receiving technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance, however this also includes LEAs that have requested technical assistance from their COE.

- If the LEA is not eligible for or receiving technical assistance, the LEA may respond to this prompt as "Not Applicable."

Comprehensive Support and Improvement

An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

- Identify the schools within the LEA that have been identified for CSI.

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

- Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

- Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Engaging Educational Partners

Purpose

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard, accountability, and improvement across the state priorities and locally identified priorities (*EC* Section 52064[e][1]). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public to understand how the LEA engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Requirements

School districts and COEs: *EC* sections 52060(g) (California Legislative Information) and 52066(g) (California Legislative Information) specify the educational partners that must be consulted when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Local bargaining units of the LEA,
- Parents, and
- Students

A school district or COE receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Before adopting the LCAP, school districts and COEs must share it with the applicable committees, as identified below under Requirements and Instructions. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Charter schools: *EC* Section 47606.5(d) (California Legislative Information) requires that the following educational partners be consulted with when developing the LCAP:

- Teachers,

- Principals,
- Administrators,
- Other school personnel,
- Parents, and
- Students

A charter school receiving Equity Multiplier funds must also consult with educational partners at the school generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for the school.

The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals. Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the CDE's LCAP webpage.

Before the governing board/body of an LEA considers the adoption of the LCAP, the LEA must meet the following legal requirements:

- For school districts, see Education Code Section 52062 (California Legislative Information);
    - **Note:** Charter schools using the LCAP as the School Plan for Student Achievement must meet the requirements of *EC* Section 52062(a).
- For COEs, see Education Code Section 52068 (California Legislative Information); and
- For charter schools, see Education Code Section 47606.5 (California Legislative Information).
- **NOTE:** As a reminder, the superintendent of a school district or COE must respond, in writing, to comments received by the applicable committees identified in the *Education Code* sections listed above. This includes the parent advisory committee and may include the English learner parent advisory committee and, as of July 1, 2024, the student advisory committee, as applicable.

Instructions

Respond to the prompts as follows:

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, l al bargaining units, parents, and students in the development of the LCAP.

C arter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the d elopment of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Complete the table as follows:

Educational Partners

Identify the applicable educational partner(s) or group(s) that were engaged in the development of the LCAP.

Process for Engagement

Describe the engagement process used by the LEA to involve the identified educational partner(s) in the development of the LCAP. At a minimum, the LEA must describe how it met its obligation to consult with all statutorily required educational partners, as applicable to the type of LEA.

- A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA's philosophical approach to engaging its educational partners.

- An LEA receiving Equity Multiplier funds must also include a summary of how it consulted with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Describe any goals, metrics, actions, or budgeted expenditures in the LCAP that were influenced by or developed in response to the educational partner feedback.

- A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP.

- An LEA receiving Equity Multiplier funds must include a description of how the consultation with educational partners at schools generating Equity Multiplier funds influenced the development of the adopted LCAP.

- For the purposes of this prompt, this may also include, but is not necessarily limited to:

    - Inclusion of a goal or decision to pursue a Focus Goal (as described below)
    - Inclusion of metrics other than the statutorily required metrics
    - Determination of the target outcome on one or more metrics
    - Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection

- Inclusion of action(s) or a group of actions
- Elimination of action(s) or group of actions
- Changes to the level of proposed expenditures for one or more actions
- Inclusion of action(s) as contributing to increased or improved services for unduplicated students
- Analysis of effectiveness of the specific actions to achieve the goal
- Analysis of material differences in expenditures
- Analysis of changes made to a goal for the ensuing LCAP year based on the annual update process
- Analysis of challenges or successes in the implementation of actions

Goals and Actions

Purpose

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal must be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs must consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard, in determining whether and how to prioritize its goals within the LCAP. As previously stated, strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students, and to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- Focus Goal: A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
    - All Equity Multiplier goals must be developed as focus goals. For additional information, see Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding below.

- Broad Goal: A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.

- Maintenance of Progress Goal: A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

Requirement to Address the LCFF State Priorities

At a minimum, the LCAP must address all LCFF priorities and associated metrics articulated in *EC* sections 52060(d) and 52066(d), as applicable to the LEA. The LCFF State Priorities Summary provides a summary of *EC* sections 52060(d) and 52066(d) to aid in the development of the LCAP.

Respond to the following prompts, as applicable:

Focus Goal(s)

Description

The description provided for a Focus Goal must be specific, measurable, and time bound.

- An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach.

- The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

Type of Goal

Identify the type of goal being implemented as a Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.

- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.

- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding

Description

LEAs receiving Equity Multiplier funding must include one or more focus goals for each school generating Equity Multiplier funding. In addition to addressing the focus goal requirements described above, LEAs must adhere to the following requirements.

Focus goals for Equity Multiplier schoolsites must address the following:

(A) All student groups that have the lowest performance level on one or more state indicators on the Dashboard, and

(B) Any underlying issues in the credentialing, subject matter preparation, and retention of the school's educators, if applicable.

- Focus Goals for each and every Equity Multiplier schoolsite must identify specific metrics for each identified student group, as applicable.
- An LEA may create a single goal for multiple Equity Multiplier schoolsites if those schoolsites have the same student group(s) performing at the lowest performance level on one or more state indicators on the Dashboard or, experience similar issues in the credentialing, subject matter preparation, and retention of the school's educators.
    - When creating a single goal for multiple Equity Multiplier schoolsites, the goal must identify the student groups and the performance levels on the Dashboard that the Focus Goal is addressing; or,
    - The common issues the schoolsites are experiencing in credentialing, subject matter preparation, and retention of the school's educators, if applicable.

Type of Goal

Identify the type of goal being implemented as an Equity Multiplier Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.

- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.
- In addition to this information, the LEA must also identify:
    - The school or schools to which the goal applies

LEAs are encouraged to approach an Equity Multiplier goal from a wholistic standpoint, considering how the goal might maximize student outcomes through the use of LCFF and other funding in addition to Equity Multiplier funds.

- Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the Expanded Learning Opportunities Program (ELO-P), the Literacy Coaches and Reading Specialists (LCRS) Grant Program, and/or the California Community Schools Partnership Program (CCSPP).
- This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.

Note: *EC* Section 42238.024(b)(1) (California Legislative Information) requires that Equity Multiplier funds be used for the provision of evidence-based services and supports for students. Evidence-based services and supports are based on objective evidence that has informed the design of the service or support and/or guides the modification of those services and supports. Evidence-based supports and strategies are most commonly based on educational research and/or metrics of LEA, school, and/or student performance.

Broad Goal

Description

Describe what the LEA plans to achieve through the actions included in the goal.

- The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal.
- The goal description organizes the actions and expected outcomes in a cohesive and consistent manner.
- A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

Type of Goal

Identify the type of goal being implemented as a Broad Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

Maintenance of Progress Goal

Description

Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP.

- Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP.
- The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

Type of Goal

Identify the type of goal being implemented as a Maintenance of Progress Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain how the actions will sustain the progress exemplified by the related metrics.

Measuring and Reporting Results:

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes.

- LEAs must identify metrics for specific student groups, as appropriate, including expected outcomes that address and reduce disparities in outcomes between student groups.
- The metrics may be quantitative or qualitative; but at minimum, an LEA's LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year, as applicable to the type of LEA.

- To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant local indicator self-reflection tools within the Dashboard.

- **Required metrics for LEA-wide actions:** For each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.

    - These required metrics may be identified within the action description or the first prompt in the increased or improved services section, however the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.

- **Required metrics for Equity Multiplier goals**: For each Equity Multiplier goal, the LEA must identify:

    - The specific metrics for each identified student group at each specific schoolsite, as applicable, to measure the progress toward the goal, and/or

    - The specific metrics used to measure progress in meeting the goal related to credentialing, subject matter preparation, or educator retention at each specific schoolsite.

Complete the table as follows:

Metric #

- Enter the metric number.

Metric

- Identify the standard of measure being used to determine progress towards the goal and/or to measure the effectiveness of one or more actions associated with the goal.

Baseline

- Enter the baseline when completing the LCAP for 2024–25.

    - Use the most recent data associated with the metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2023 Dashboard for the baseline of a metric only if that data represents the most recent available data (e.g., high school graduation rate).

    - Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS.

- Indicate the school year to which the baseline data applies.
- The baseline data must remain unchanged throughout the three-year LCAP.
    - This requirement is not intended to prevent LEAs from revising the baseline data if it is necessary to do so. For example, if an LEA identifies that its data collection practices for a particular metric are leading to inaccurate data and revises its practice to obtain accurate data, it would also be appropriate for the LEA to revise the baseline data to align with the more accurate data process and report its results using the accurate data.
    - If an LEA chooses to revise its baseline data, then, at a minimum, it must clearly identify the change as part of its response to the description of changes prompt in the Goal Analysis for the goal. LEAs are also strongly encouraged to involve their educational partners in the decision of whether or not to revise a baseline and to communicate the proposed change to their educational partners.
- Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a new baseline each year, as applicable.

Year 1 Outcome

- When completing the LCAP for 2025–26, enter the most recent data available. Indicate the school year to which the data applies.
    - Note for Charter Schools: Charter schools developing a one-year LCAP may provide the Year 1 Outcome when completing the LCAP for both 2025–26 and 2026–27 or may provide the Year 1 Outcome for 2025–26 and provide the Year 2 Outcome for 2026–27.

Year 2 Outcome

- When completing the LCAP for 2026–27, enter the most recent data available. Indicate the school year to which the data applies.
    - Note for Charter Schools: Charter schools developing a one-year LCAP may identify the Year 2 Outcome as not applicable when completing the LCAP for 2026–27 or may provide the Year 2 Outcome for 2026–27.

Target for Year 3 Outcome

- When completing the first year of the LCAP, enter the target outcome for the relevant metric the LEA expects to achieve by the end of the three-year LCAP cycle.
    - Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a Target for Year 1 or Target for Year 2, as applicable.

Current Difference from Baseline

- When completing the LCAP for 2025–26 and 2026–27, enter the current difference between the baseline and the yearly outcome, as applicable.
    - Note for Charter Schools: Charter schools developing a one- or two-year LCAP will identify the current difference between the baseline and the yearly outcome for Year 1 and/or the current difference between the baseline and the yearly outcome for Year 2, as applicable.

Timeline for school districts and COEs for completing the "**Measuring and Reporting Results**" part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric.	Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric.	Enter information in this box when completing the LCAP for **2025–26**. Leave blank until then.	Enter information in this box when completing the LCAP for **2026–27**. Leave blank until then.	Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric.	Enter information in this box when completing the LCAP for **2025–26** and **2026–27**. Leave blank until then.

Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective towards achieving the goal. "Effective" means the degree to which the planned actions were successful in producing the target result. Respond to the prompts as instructed.

Note: When completing the 2024–25 LCAP, use the 2023–24 Local Control and Accountability Plan Annual Update template to complete the Goal Analysis and identify the Goal Analysis prompts in the 2024–25 LCAP as "Not Applicable."

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

- Describe the overall implementation of the actions to achieve the articulated goal, including relevant challenges and successes experienced with implementation.
    - Include a discussion of relevant challenges and successes experienced with the implementation process.
    - This discussion must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

- Describe the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal. “Effectiveness” means the degree to which the actions were successful in producing the target result and “ineffectiveness” means that the actions did not produce any significant or targeted result.
    - In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal.
    - When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
    - Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.
    - As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:
        - The reasons for the ineffectiveness, and
        - How changes to the action will result in a new or strengthened approach.

Actions:

Complete the table as follows. Add additional rows as necessary.

Action #

- Enter the action number.

Title

- Provide a short title for the action. This title will also appear in the action tables.

Description

- Provide a brief description of the action.
    - For actions that contribute to meeting the increased or improved services requirement, the LEA may include an explanation of how each action is principally directed towards and effective in meeting the LEA's goals for unduplicated students, as described in the instructions for the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.
    - As previously noted, for each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
    - These required metrics may be identified within the action description or the first prompt in the increased or improved services section; however, the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.

Total Funds

- Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the action tables.

Contributing

- Indicate whether the action contributes to meeting the increased or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No.
    - **Note:** for each such contributing action, the LEA will need to provide additional information in the Increased or Improved Services section to address the requirements in *California Code of Regulations*, Title 5 [5 *CCR*] Section 15496 in the Increased or Improved Services section of the LCAP.

***Actions for Foster Youth*:** School districts, COEs, and charter schools that have a numerically significant foster youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to foster youth students.

Required Actions

- LEAs with 30 or more English learners and/or 15 or more long-term English learners must include specific actions in the LCAP related to, at a minimum:
    - Language acquisition programs, as defined in *EC* Section 306, provided to students, and
    - Professional development for teachers.
    - If an LEA has both 30 or more English learners and 15 or more long-term English learners, the LEA must include actions for both English learners and long-term English learners.
- LEAs eligible for technical assistance pursuant to *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, must include specific actions within the LCAP related to its implementation of the work underway as part of technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance.
- LEAs that have Red Dashboard indicators for (1) a school within the LEA, (2) a student group within the LEA, and/or (3) a student group within any school within the LEA must include one or more specific actions within the LCAP:
    - The specific action(s) must be directed towards the identified student group(s) and/or school(s) and must address the identified state indicator(s) for which the student group or school received the lowest performance level on the 2023 Dashboard. Each student group and/or school that receives the lowest performance level on the 2023 Dashboard must be addressed by one or more actions.
    - These required actions will be effective for the three-year LCAP cycle.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Purpose

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students as defined in *EC* Section 42238.02 in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA's description in this section must align with the actions included in the Goals and Actions section as contributing.

Please Note: For the purpose of meeting the Increased or Improved Services requirement and consistent with *EC* Section 42238.02, long-term English learners are included in the English learner student group.

Statutory Requirements

An LEA is required to demonstrate in its LCAP how it is increasing or improving services for its students who are foster youth, English learners, and/or low-income, collectively referred to as unduplicated students, as compared to the services provided to all students in proportion to the increase in funding it receives based on the number and concentration of unduplicated students in the LEA (*EC* Section 42238.07[a][1], *EC* Section 52064[b][8][B]; 5 *CCR* Section 15496[a]). This proportionality percentage is also known as the "minimum proportionality percentage" or "MPP." The manner in which an LEA demonstrates it is meeting its MPP is two-fold: (1) through the expenditure of LCFF funds or through the identification of a Planned Percentage of Improved Services as documented in the Contributing Actions Table, and (2) through the explanations provided in the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.

To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are identified in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided across the entire LEA (LEA-wide action), provided to an entire school (Schoolwide action), or solely provided to one or more unduplicated student group(s) (Limited action).

Therefore, for *any* action contributing to meet the increased or improved services requirement, the LEA must include an explanation of:

- How the action is increasing or improving services for the unduplicated student group(s) (Identified Needs and Action Design), and
- How the action meets the LEA's goals for its unduplicated pupils in the state and any local priority areas (Measurement of Effectiveness).

LEA-wide and Schoolwide Actions

In addition to the above required explanations, LEAs must provide a justification for why an LEA-wide or Schoolwide action is being provided to all students and how the action is intended to improve outcomes for unduplicated student group(s) as compared to all students.

- Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.

- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

For School Districts Only

Actions provided on an **LEA-wide** basis at **school districts with an unduplicated pupil percentage of less than 55 percent** must also include a description of how the actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions provided on a **Schoolwide** basis for **schools with less than 40 percent enrollment of unduplicated pupils** must also include a description of how these actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and

any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Requirements and Instructions

Complete the tables as follows:

Total Projected LCFF Supplemental and/or Concentration Grants

- Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of foster youth, English learner, and low-income students. This amount includes the Additional 15 percent
- LCFF Concentration Grant.

Projected Additional 15 percent LCFF Concentration Grant

- Specify the amount of additional LCFF concentration grant add-on funding, as described in *EC* Section 42238.02, that the LEA estimates it will receive in the coming year.

Projected Percentage to Increase or Improve Services for the Coming School Year

- Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 *CCR* Section 15496(a)(7).

LCFF Carryover — Percentage

- Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

LCFF Carryover — Dollar

- Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero ($0).

Total Percentage to Increase or Improve Services for the Coming School Year

- Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEA's percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 *CCR* Section 15496(a)(7).

Required Descriptions:

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

If the LEA has provided this required description in the Action Descriptions, state as such within the table.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed.

An LEA demonstrates how an action is principally directed towards an unduplicated student group(s) when the LEA explains the need(s), condition(s), or circumstance(s) of the unduplicated student group(s) identified through a needs assessment and how the action addresses them. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis

Provide an explanation of how the action as designed will address the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed and the rationale for why the action is being provided on an LEA-wide or schoolwide basis.

- As stated above, conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.

- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

N e for COEs and Charter Schools: In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

If the LEA has provided the required descriptions in the Action Descriptions, state as such.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique need(s) of the unduplicated student group(s) being served identified through the LEA's needs assessment. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s)

Provide an explanation of how the action is designed to address the unique identified need(s) of the unduplicated student group(s) being served.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

- For each action with an identified Planned Percentage of Improved Services, identify the goal and action number and describe the methodology that was used.
- When identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.
- For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost $165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of

$165,000 by the amount of LCFF Funding identified in the Total Planned Expenditures Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in *EC* Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

- An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.
- Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.
- An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as a single-school LEA or an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.
- In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
    - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.

    - The staff-to-student ratio must be based on the number of full-time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.

- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.

    - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.

    - The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

Complete the Total Planned Expenditures Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Total Planned Expenditures Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. The word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)
- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2024–25 LCAP, 2024–25 will be the coming LCAP Year and 2023–24 will be the current LCAP Year.

Total Planned Expenditures Table

In the Total Planned Expenditures Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year**: Identify the applicable LCAP Year.

- **1. Projected LCFF Base Grant**: Provide the total amount estimated LCFF entitlement for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 *CCR* Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs.

  See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.

- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated on the basis of the number and concentration of unduplicated students for the coming school year.

- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 *CCR* Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.

- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover — Percentage. ***This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.***

- **Goal #**: Enter the LCAP Goal number for the action.

- **Action #**: Enter the action's number as indicated in the LCAP Goal.

- **Action Title**: Provide a title of the action.

- **Student Group(s)**: Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.

- **Contributing to Increased or Improved Services?:** Type "Yes" if the action **is** included as contributing to meeting the increased or improved services requirement; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services requirement.

- If "Yes" is entered into the Contributing column, then complete the following columns:

- **Scope**: The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.

- **Unduplicated Student Group(s)**: Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.

- **Location**: Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.

- **Time Span**: Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."

- **Total Personnel**: Enter the total amount of personnel expenditures utilized to implement this action.

- **Total Non-Personnel**: This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.

- **LCFF Funds**: Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).

    - **Note:** For an action to contribute towards meeting the increased or improved services requirement, it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.

- **Other State Funds**: Enter the total amount of Other State Funds utilized to implement this action, if any.

    - **Note:** Equity Multiplier funds must be included in the "Other State Funds" category, not in the "LCFF Funds" category. As a reminder, Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the ELO-P, the LCRS, and/or the CCSPP. This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LEA's LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.

- **Local Funds**: Enter the total amount of Local Funds utilized to implement this action, if any.

- **Federal Funds**: Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds**: This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services**: For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
    - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

      For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost $165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of $165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the 'Contributing to Increased or Improved Services?' column will need to be checked to ensure that only actions with a "Yes" are displaying. If actions with a "No" are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the "Yes" responses.

Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures**: Enter the total estimated actual expenditures to implement this action, if any.

Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the 'Contributing to Increased or Improved Services?' column to ensure that only actions with a "Yes" are displaying. If actions with a "No" are displayed or if actions that are contributing are not displaying in the column, use

the drop-down menu in the column header to filter only the "Yes" responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated based on the number and concentration of unduplicated students in the current school year.

- **Estimated Actual Expenditures for Contributing Actions**: Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.

- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).

    - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been $169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of $169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant**: Provide the total amount of estimated LCFF Target Entitlement for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 *CCR* Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs. See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.

- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 *CCR* Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

Contributing Actions Table

- **4. Total Planned Contributing Expenditures (LCFF Funds)**
    - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column.
- **5. Total Planned Percentage of Improved Services**
    - This percentage is the total of the Planned Percentage of Improved Services column.
- **Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)**
    - This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

Contributing Actions Annual Update Table

Pursuant to *EC* Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display “Not Required.”

- **6. Estimated Actual LCFF Supplemental and Concentration Grants**
    - This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- **4. Total Planned Contributing Expenditures (LCFF Funds)**
    - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds).
- **7. Total Estimated Actual Expenditures for Contributing Actions**
    - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds).

- **Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)**
    - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4).
- **5. Total Planned Percentage of Improved Services (%)**
    - This amount is the total of the Planned Percentage of Improved Services column.
- **8. Total Estimated Actual Percentage of Improved Services (%)**
    - This amount is the total of the Estimated Actual Percentage of Improved Services column.
- **Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)**
    - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8).

LCFF Carryover Table

- **10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 plus Carryover %)**
    - This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.
- **11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)**
    - This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).
- **12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)**
    - If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

      The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.
- **13. LCFF Carryover — Percentage (12 divided by 9)**

- This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

California Department of Education
November 2023

Sierra Charter School
Comprehensive School Safety Plan
(Education Code Section 47605)

CDS Code
10 - 62166 - 0114355
From: 2024 TO 2025

Contact Person: Melinda Buletti

Position: School Nurse/Safety Coordinator

Telephone Number: (559) 490-4290

E-Mail address: mbuletti@sierracharter.org

SIERRA CHARTER SCHOOL

Comprehensive School Safety Plan

Board of Directors
Joann Evans
Lupe Delgado
Frank Kraus
Lisa Marasco

CEO
Lisa Marasco

Principal
Armando Montero

Business Director/CFO
Sherry Iida

Assessment/Technology Director/CIO
Dwayne Stewart

March 2024

Purpose and Scope
Sierra Charter School (SCS), has prepared this Comprehensive School Safety Plan (CSSP) to provide guidance and direction to school employees regarding compliance with laws related to school safety (including student discipline) and with respect to emergency management responsibilities. In addition to the CSSP, all staff will be required to have been trained in the procedures of the SCS Emergency Procedures Guide (EPG) flipchart, which shall be used during an emergency incident involving Sierra Charter School facilities.

Key Emergency Contact
If an emergency situation is detected, first call 911 and then a **SCS Administrator** must be contacted immediately. If an Administrator is not on campus, the **Administrative Designee** will be contacted.

Safe School Leadership Team (SSLT)
Each SCS facility and administrative site will have a Safe School Leadership Team (SSLT) to take charge of the emergency, respond effectively, protect the occupants of the facility and reduce the risk of physical injury, property damage and business interruption. The team consist of the Principal and/or designee, school administrator(s), safety coordinator, school nurse, school secretary, certificated and classified employee.

The school site Safe School Leadership Team (SSLT) carries out the Field Response level of crisis and emergency management. The Field Response uses five primary functions**: Incident Command, Planning/Intelligence, Operations, Logistics, and Administration/Finance.**

Tasks are delegated to members of the SSLT to successfully handle critical incidents. The SSLT member is then responsible for the task assigned and serves as the manager of the task. This type of delegation allows each manager to focus on just one or two aspects of the incident. These managers then provide information to the incident commander (principal) and assist them in making informed decisions. Using this organizational system during a critical incident creates clear communication channels that will reduce the amount of confusion and chaos.

Permanently assigning specific areas of responsibility to members of the Safe School Team provides each member with the opportunity to specialize in the management of his/her area.

In the event of an emergency situation, the Safe School Leadership Team should report to a designated location to oversee and provide directions during the emergency situation. The principal and/or designee in charge are to facilitate the following: (1) secure the area, (2) check for damage, (3) assess injury situations, and (4) report findings to the principal and/or designee. Safe School Leadership Team is listed below.

Safe School Leadership Team (SSLT)

		Name	Phone
Incident Command	**Principal**	**Armando Montero**	**(559) 476-3411**
Planning/Intelligence	**Administrator**	**Dwayne Stewart**	**(559) 476 3403**
Operations	**Administrator**	**Sherry Iida**	**(559) 476-3402**
Logistics	**Administrator**	**Dwayne Stewart**	**(559) 476-3403**
Administration/Finance	**Administrator**	**Sherry Iida**	**(559) 476-3402**
Other	**Safety Coordinator/Nurse-Certificated**	**Melinda Buletti**	**(559) 476-3408**
	Counselor	**Danielle Guerrero**	**(559) 476-3442**
	School Secretary	**Monica Mata Zarate**	**(559) 476-3400**
	Student Data Technician/Classified	**Irene Aldava**	**(559) 476-3404**
	Maintenance Technician/Classified	**Nicholas Etchison**	**(559) 476-3410**
	CEO	**Lisa Marasco**	**(559) 476-3401**

Standardized Emergency Management System (SEMS) is the system required by Government Code 8607(a) for managing response to multi-agency and multi-jurisdiction emergencies in California. SEMS consists of five organizational levels, which are activated as necessary: **Field Response, Local Government, Operational Area, Regional and State.** The SSLT carries out the Field Response level of crisis and emergency management, the SSLT functions at the Local Government level in this system. By organizing our crisis response plans according to SEMS, SCS is positioned to integrate services when an incident occurs on an area, regional or state level.

By standardizing key elements of the emergency management system, SEMS is intended to:

- ❑ Facilitate the flow of information within and between levels of the system,
- ❑ Facilitate coordination among all responding agencies.

Use of SEMS will improve the mobilization, deployment, utilization, tracking, and demobilization of needed mutual aid resources. Use of SEMS will reduce the incident of poor coordination and communication, and reduce resource ordering duplication on multi-agency and multi-jurisdiction responses. SEMS is designed to be flexible and adaptable to varied disasters that occur in California and to the needs of all emergency responders.

Essential Management Functions: SEMS has five essential functions adapted from Incident Command System (ICS). The Field Response uses the five primary ICS functions: **Command, Operations, Planning/Intelligence, Logistics, and Finance/Administration.** The term management is used instead of command at all levels except Field Response. The titles of the other functions remain the same at all levels.

Under the SEMS, tasks are delegated to members of the SSLT to successfully handle critical incidents. The SSLT member is then responsible for the task assigned and serves as the manager of the task. This type of delegation allows each manager to focus on just one or two aspects of the incident. These managers then provide information to the incident commander (principal) and assist them in making informed decisions. Using this organizational system during a critical incident creates clear communication channels that will reduce the amount of confusion and chaos.

Permanently assigning specific areas of responsibility to members of the SSLT provides each member with the opportunity to specialize in the management of his/her area.

The SEMS can also address the uncertainty of exactly who will be in the building during an emergency. When assigning the management of critical roles in the SEMS, assign an alternate for each role to assure coverage at all times. This may require some individuals to be responsible for more than one task if the primary manager were out of the building. While the SEMS identifies roles for the members of the SSLT, all school faculty members should know their specific functions during an emergency. Teachers with students in class will have specific functions, as will teachers not assigned a class when an emergency occurs. It is imperative to emergency operations that SEMS roles and responsibilities are assigned and understood by the Safe School Leadership Team members. The Roles & Responsibilities outline above in this document will also assist the Incident Commander if one or more team members/alternates are not available. City emergency responders use the SEMS to manage emergency events. Because of this, a school with assigned roles for administrators and teachers will be able to work more efficiently with city agencies.

Safe and Orderly Environment

Sierra Charter School provides a safe and orderly environment conducive to learning. This is done by identifying appropriate strategies, board policies (See Board Policies # 00031, # 00033, # 00063) and programs that will provide or maintain a high level of school safety and address the school's procedures for complying with existing laws related to school safety. They are:

1) Child Abuse – Annual training and documentation, using the online training module provided by Vector Training, within the first 6 weeks of each school year or within 6 weeks of that person's employment - See Board Policy # 00065

2) Discrimination/Sexual Harassment - See Board Policy # 00017, # 00039

3) Dress Code – See Annual Student/Parent Handbook, Page 9 - 10

4) Rules and Procedures on School Discipline - Board Policy # 00064

5) Teacher Notification of Dangerous Pupils – Teachers will be notified using the school's SIS Contact Manager System.

6) Procedures for Receiving & Responding to Complaints of Bullying – See Board Policy # 00039

7) Procedures for safe ingress and egress to and from school – See Bus Route Map in the Evacuation and Relocation section of this document

8) Suspension/expulsion policies and procedures - See Element J pgs. 70-80 of the Charter Petition

9) Bullying/cyberbullying policies and procedures - Annual training and documentation, using the online training module provided by ~~Safe Schools~~ (Vector Training) - See Board Policy # 00039

10) Youth Suicide Prevention policy and procedures – Annual training and documentation, using the online training module provided by ~~Safe Schools~~ (Vector Training) - See Board Policy # 00058

SCHOOL SAFETY WALK

After establishing your Safe School Leadership Team, the "Safety Walk" of your site must be done to assess safety conditions, emergency access, evacuation routes, PA system etc.

Exterior of School Building	***Checked & in order***	***Needs Attention***	***J-Order in process***
Appropriate school zone signs in position	X		
Fences - stable and no broken areas	X		
Free of graffiti	X		
School has a designated student drop-off and pick-up area	X		
External utilities secured and locked	X		
Shrubs trimmed	X		
Doors and windows in working order and lockable from inside	X		
ADA complaint ramps and pathways are clear of obstacles	X		
Exit doors open from the direction of travel without the use of a key when building is occupied	X		
Passageways between buildings are clear of obstructions or impediments	X		
PA system in good working order and has the ability to be used outdoors	X		
Exterior cameras in good working order where applicable	X		
Outdoor lighting illuminate all areas of use during night hours	X		
Dumpsters and garbage cans are secured	X		
Parking lots are well-lit and free from potholes	X		
Outdoor water fountain is wheelchair accessible and does not impede traffic flow	X		
Sidewalks free from cracks and tripping hazards	X		
Bike rack secured	X		
Entry/exit doors on student restrooms are lockable only from the outside with a key	X		
Access to staff bathrooms with locking doors require a key	X		
Other:			
Interior of School/Classrooms	***Checked & in order***	***Needs Attention***	***J-Order in process***
Exit lights in working order	X		

All exit doors equipped with fire extinguishers and serviced annually	X		
Records of fire inspections from the Fire Marshall are maintained	X		
Evacuation signage is posted near the doors	X		
Exits do not rely on passage through rooms or spaces subject to locking	X		
Doors and windows are in working order and lockable from inside	X		
Doors located between rooms where there is frequent traffic, provided with viewing panels in door	X		
Doors with vision window are installed in guidance offices and all other areas where one-on-one adult conferencing is conducted.	X		
Hallways are free from obstructions	X		
Computer/server rooms secured and appropriately ventilated	X		
A basic security alarm system is installed and in working order throughout the school	X		
CCTV camera systems cover appropriate areas of the school and record to a digital device. Infrared is used if needed for dark areas or at night	X		
Staff wear ID badges	X		
Student are issued ID badges (K-12)	X		
Visitor pass protocol is in effect	X		
Emergency flipchart is easily accessible	X		
A Fire Alarm System	X		
Other:			

Equipment Needs	***Have enough***	***Need***	***How many?***
"Go to Box" for emergencies	Yes		1
Emergency radio	Yes		1
First aid kits and CPR equipment available in every building (suite)	Yes		9 & 1 Extensive
AED Machines 1 located in Admin building and 1 located in Elementary building, inspected monthly	Yes		2
Caution signs	Yes		2
Cones for parking/wet floors	Yes		10
Other:			

2024 - 2025 Fire Drill Schedule

Month	Date	Time
July		
August	08/22/2024 Thursday	11:30 am
September	09/16/24 Monday	1:45 pm
October	10/09/2024 Wednesday	10:00 am
November	11/12/2024 Tuesday	2:00 pm
December	12/12/2024 Thursday	2:30 pm
January	01/20/2025 Monday	1:45 pm
February	02/12/2025 Wednesday	11:30 am
March	03/18/2025 Tuesday	2:00 pm
April	04/14/2025 Monday	10:00 am
May	05/15/2025 Thursday	2:00 pm
June		

2024 - 2025 Lockdown Drill Schedule

Semester	Date	Time
Fall	10/24/2024 Thursday	2:00 pm
Spring	04/22/2025 Tuesday	9:30 am

2024 - 2025 Earthquake Drill Schedule

Semester	Date	Time
Fall	09/17/24 Tuesday	10:00 am
Spring	02/05/2025 Wednesday	2:00 pm

SIERRA CHARTER SCHOOL

THREAT ASSESSMENT MANAGEMENT TEAM (TAMT)
(Student Wellness Team)

When a school identifies an individual or group that may pose potential harm to themselves or others, the school will convene their Threat Assessment Management Team (**TAMT**).

The task of the TAMT is to assess the level of threat posed; determine what level of response the school site will initiate; what resources may be required and what response may be needed.

This team should work with outside agencies when making referrals under Welfare and Intuitions Code 5150.

The team will oversee and document the school site's response to threats, 5150 referrals and plan for monitoring or services that may need to occur after the crisis has passed.

When engaged in the SCS 5150 referral process, this team becomes a **Student Wellness Team**. The team may expand at that point to include other staff, parents or whoever else may be required to monitor the student's well-being when and if returned to school.

STAFF MEMBER	TITLE	ALTERNATE	ALTERNATE
Armando Montero	Principal	Other Administrator	
Sherry Iida/Dwayne Stewart	Business Director/CFO & Assessment/Tech Director/CIO	Other Administrators	
Danielle Guerrero/Lori Jones	Counselor/Program Specialist	Other Staff determined by the Principal	
Amy Micu	School Psychologist	Other Staff determined by the Principal	
Melinda Buletti	School Nurse	Other Staff determined by the Principal	

FIRST AID RESPONDERS

Sierra Charter School will designate First Aid responders who are first to provide assistance when needed. These responders will have up-to-date certification in **CPR/AED and First Aid.** In an emergency situation, any staff member may provide assistance. Insure that there are an adequate number of people trained in first aid in addition to the crisis response team.

The following staff members are designated emergency first aid responders for the **2024 – 2025** school year at **SIERRA CHARTER SCHOOL:**

CPR/AED	FIRSTAID	Expiration	NAME PENDING (Expired due to COVID shut down)	TITLE	Room/Phone
X	X	09/27/25	Melinda Buletti	Safety Coordinator/School Nurse	Bldg 1939 / 476-3408
X	X	01/31/25	Dwayne Stewart	Administrator	Bldg 1931 / 476-3403
X	X	08-11-24	Armando Montero	Administrator	Bldg 1931 / 476-3411
X	X	08-28-24	Sherry Iida	Administrator	Bldg 1931 / 476-3402
X	X	08-25-24	Nicholas Etchison	Maintenance/Computer Technician	Bldg 1931 / 476-3410
X	X	12-19-24	Lori Jones	Program Specialist	Bldg 1923 Suite 103 / 476-3409
X	X	08-23-24	Danielle Guerrero	Counselor	Bldg 1885 / 476-3442
X	X	08-15-24	Irene Aldava	Student Data Technician	Bldg 1885 / 476-3404

AED (Automated External Defibrillator) Maintenance Checks
Please list the person(s) who are responsible for the monthly AED maintenance check. (If applicable)

NAME Melinda Buletti	**TITLE Safety Coordinator/ School Nurse**

Blood Borne Pathogens training is provided by the school. Any time an employee is involved in a possible blood exposure incident, it shall be reported as a Worker's Compensation incident.

CPR PRECAUTIONS

To minimize the risk of infectious disease transmission during emergency mouth-to-mouth resuscitation, mouthpieces, shields, pocket masks, or other ventilation devices shall be used. Such equipment shall be stored with first aid equipment in all buildings. AED machines are located in the Administration building 1931 and the Elementary building 1923 Suite 103.

Unless the scope of the crisis/first aid response is prohibitive, the appropriate student and/or the emergency employee accident reports are to be completed.

IMMEDIATE CARE RESPONDERS

Identify all persons who are trained in monitoring and providing medical care for students with significant health conditions (severe allergies, severe asthma, diabetes, seizures, and specialized healthcare procedures, such as catheterizations, GT feeding etc.). Staff will need to provide for the medical needs of these students, if they remain at school for a significant amount of time. The nurse, or other designee appointed by the Principal, is responsible for training designated personnel every year to monitor and provide medical care for students with significant health conditions.

The following staff members are designated Immediate Care Responders for the **2024 -2025** school year at **SIERRA CHARTER SCHOOL:**

NAME	TITLE	ROOM/PHONE
Armando Montero	Principal	Bldg 1931 / 476-3411 Cell # 559-903-2394
Sherry Iida	Business Director/CFO	Bldg 1931 / 476-3402 Cell # 559-930-0959
Dwayne Stewart	Assessment/Technology Director/CIO	Bldg 1931 / 476-3403 Cell # 559-706-5279
Melinda Buletti	School Nurse/Safety Coordinator	Bldg 1939 / 476-3408 Cell # 559-779-2180
Lori Jones	Program Specialist	Bldg 1923 Suite 103 / 476-3409 Cell # 559-696-2328
Danielle Guerrero	Counselor	Bldg 1885 / 476-3442 Cell # 559-210-4973

A confidential list of all students in the category must be kept by the School Nurse or School Secretary.

Sierra Charter School has Emergency First Aid Kits stocked with first aid supplies. The "Emergency First Aid Guidelines for California Schools" and the Emergency Kits are labeled and located in all buildings. Also, have an extensive medical kit on site.

Communication - List the modes of communicating with your staff in the case of a crisis.

Primary - School phone's "All Call" feature
Alternate - Administrators deployed to each school building (6)
Alternate - Phone Tree

Use of Facility

The SCS Board shall grant the use of school buildings, grounds and equipment to public agencies, including the American Red Cross, for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The Board shall cooperate with such agencies in furnishing and maintaining whatever services it deems necessary to meet the community's needs.

School Employees as Emergency Disaster Workers

During an emergency/crisis, the welfare of all school employees is as important as student wellbeing. However, school employees become emergency service workers in the event of a disaster under state law (Government Code 3100) which states: "In furtherance of the exercise of the police power of the state in protection of its citizens and resources, all public employees are hereby declared to be disaster service workers subject to such disaster service activities as may be assigned to them by their superiors or by law."

If a state of emergency is declared, our employees must have a plan in place to address their personal and family needs while they are at work (during regular or extra duty). Sierra Charter School will remind the staff of their school obligations and for them to develop their person/family needs plan in the case they are called upon for after hour duty.

1. Sierra Charter School assumes the following responsibilities:
    a. Develop capabilities to implement non-medical measures to decrease the spread of disease throughout the school community.
    b. Develop and implement pandemic preparedness aimed at maintaining the provision of educational services and limiting the spread of disease throughout the duration of a pandemic.
    c. Communicate with and educate the school community about approved public health practices and what each person can do to prepare or respond to minimize health risks.
    d. Develop and implement educational support plans for students who are isolated or quarantined.

2. Sierra charter School will also assume the following responsibilities:

    a. The Principal **Armando Montero**/Designee will develop a response plan that will:
        - Identify chain of command in case of illness with a minimum of 2 back-ups. (**Sherry Iida, Dwayne Stewart, Melinda Buletti)**
        - Review and best practices for respiratory hygiene and universal precautions. Train all school staff, volunteers and students. Identify and procure needed resources.
        - Review procedures for sending ill individuals home and make adjustments if necessary.
        - Designate Staff who will document actions taken.
        - Provide information to all stakeholders on the extent of infection at school site and potential changes that might take place at school.

    b. Develop a recovery plan that provides for education support and emotional support for staff and students.

REUNIFICATION TEAM

STAFF MEMBER	ALTERNATE	TITLE	EMERGENCY TASK (list corresponding letter from above)
Monica Mata Zarate/Hua Yang	Stephanie Castro	School Secretary/El Teacher/Teacher	A - Registration Desk B – Reunification Team 1
Lori Jones	Armando Montero	Program Specialist / Counselor	C – Reunification Team 2
Troy Lewis	Benji Otto	Teachers	F – Table & Supply Setup
Teachers	Teachers	Teachers	G – Student Supervision / Escort
N/A			D
Melinda Buletti	Amy Micu	Nurse/School Psychologist	E/H

Responsibilities to ensure Parent Reunification

Location (must be able to accommodate all parents) Building 1875 N. Fine Ave. Labs 3, 4, 5 and 6

- ✓ Select an appropriate location (per safety plan or other location that may be more appropriate given size of school). Consider entry, exit and ability to hold a significant number of people (e.g., multiple stations)
- ✓ Ensure that you have all of the appropriate documentation such as sign out sheets, emergency cards, reunification form, as well as office supplies such as pens available.
- ✓ Post signs on tables to facilitate communications.
- ✓ Set up a photocopier (with power), telephone (or cell phones), a laptop and printer.
- ✓ Set up tables with appropriate signs (See next page for designated staff):
    a) 1 for registration desk
    b) 1 for reunification team #1 (matches form to emergency card, checks schedule, calls classroom and or sends escort to the classroom)
    c) 1 for reunification team #2 (problem solving team)
    d) 1 for parents to pick up letter and homework packages
    e) 1 for nurse to answer questions
    f) Set up a few tables where parents will line up so that they can fill out form while waiting. Place student release forms and pens on these tables
    g) 1 table at location where students will meet their parent
    h) 1 table for health services/nurse at student-parent meeting location
- ✓ Have interpreters speaking Spanish **(Monica Mata Zarate)** and Hmong **(Hua Yang)** on as-needed basis on site available to assist

SCHOOL SITE PERSONNEL DUTIES AND RESPONSIBILITIES

In the event of a major disaster, there is no guarantee that emergency medical or fire personnel will be able to immediately respond to school sites. Therefore, the **school staff must be prepared to ensure the care and safety of students during the first several hours after a major disaster without outside assistance**. It is critical to determine *who* does *what*, *where*, and *how*—before such a disaster occurs.

Principal/Safe School Leadership Team

1. Acts as the liaison between the school site and maintains communication with appropriate central office staff and/or local law enforcement agencies, fire department, and medical assistance agencies as appropriate.

2. Posts and regularly updates Safe School Leadership Team information and the emergency phone numbers, emergency first aid responders, and chemical inventory lists.

3. Ensures Safe School Leadership Team members are knowledgeable of location of shut-off valves and how to turn them off. **Do not attempt to turn utilities back on yourself**.

4. Ensures that all staff are trained to carry out responsibilities during disaster and drill procedures; encourages teachers to work in teams through a buddy system.

5. Establishes a communications system consisting of the following elements:

    a. System of specific disaster warning signals that are well known to staff and students, and includes voice signals through school intercom
    b. Alternate system for written communication with staff in the event voice-to-voice communication is not available.
    c. Designate and enforce exclusive use of a telephone line and number to be used only by the Principal (or authorized person).
    d. A communication Center in a location accessible to parents, interested community members, and media to handle inquiries, rumor control, and information in an orderly fashion.

6. Ensures that the school nurse or school secretary maintains a current emergency card system for every student (i.e., copies of emergency card or other effective system, which summarizes the information on the emergency card). (See Student Release Team page)

7. Establishes a student release system that will facilitate an organized method to release individual students to authorized adults only.

8. Assigns the following duties to school staff (See next page for designated staff):
    a. Patrol entrances to direct emergency personnel, parents, district staff, and media to appropriate areas, and prohibit unauthorized persons from entering campus.
    b. Monitor/supervise halls and corridors to maintain a safe and secure environment.
    c. Conduct search-and-rescue operations to systematically search every room in order to locate trapped/injured persons and to recover critical supplies and equipment.

d. Establish/coordinate Communication Center.
e. Administer first aid.
f. Work with emergency medical triage teams to identify injured students and staff and to record ambulance destinations.
g. Supervise Student Release Procedures.
h. Check building utility systems and appliances for damage.

9. Schedules regular emergency drills and reviews the emergency plan with staff, students, and parents and to schedule regular site inspections for safety hazards.

10. Plans alternate classroom evacuation routes if standard routes are obstructed.

11. Ensures that other personnel who provide services to students and staff are aware of emergency procedures.

12. Reviews and updates the site-level plan annually, with particular attention to the unique characteristics of the site.

CRISIS RESPONSE TEAM

STAFF MEMBER	ALTERNATE	TITLE	EMERGENCY TASK (list corresponding letter from above)
Isaac Baumheckel, Tyler Hodges	Troy Lewis	Teachers	A - Control entrance & direct EMS, Parents, Media Deny unauthorized Entry
Ben Morgun	Feng Moua	Teacher/Maintenance	B - Supervise campus to maintain safety security
Irene Aldava/Nick Etchison/ Kerry Teraoka Eric Manela		Records Tech/ Maintenance Tech/ Teacher/Counselor	C – Search & rescue, recover supplies
Stephanie Ekizian	Danielle Guerrero	Teacher/ Campus Monitor	D – Establish Operate Communication Center
Melinda Buletti	Lori Jones	Safety Coordinator/School Nurse /Program Specialist	E – Administer First Aid
Connie Thiessen	Stephanie Castro	Teacher/Teacher	F – Work with EMS triage team, record ambulance destinations
Monica Mata Zarate/Hua Yang	Cari Thornton	School Secretary/Teacher/Account Tech	G – Supervise student release procedures
Administration	Administration	Administration	H – Check building utility systems for damage

Evacuation Plans

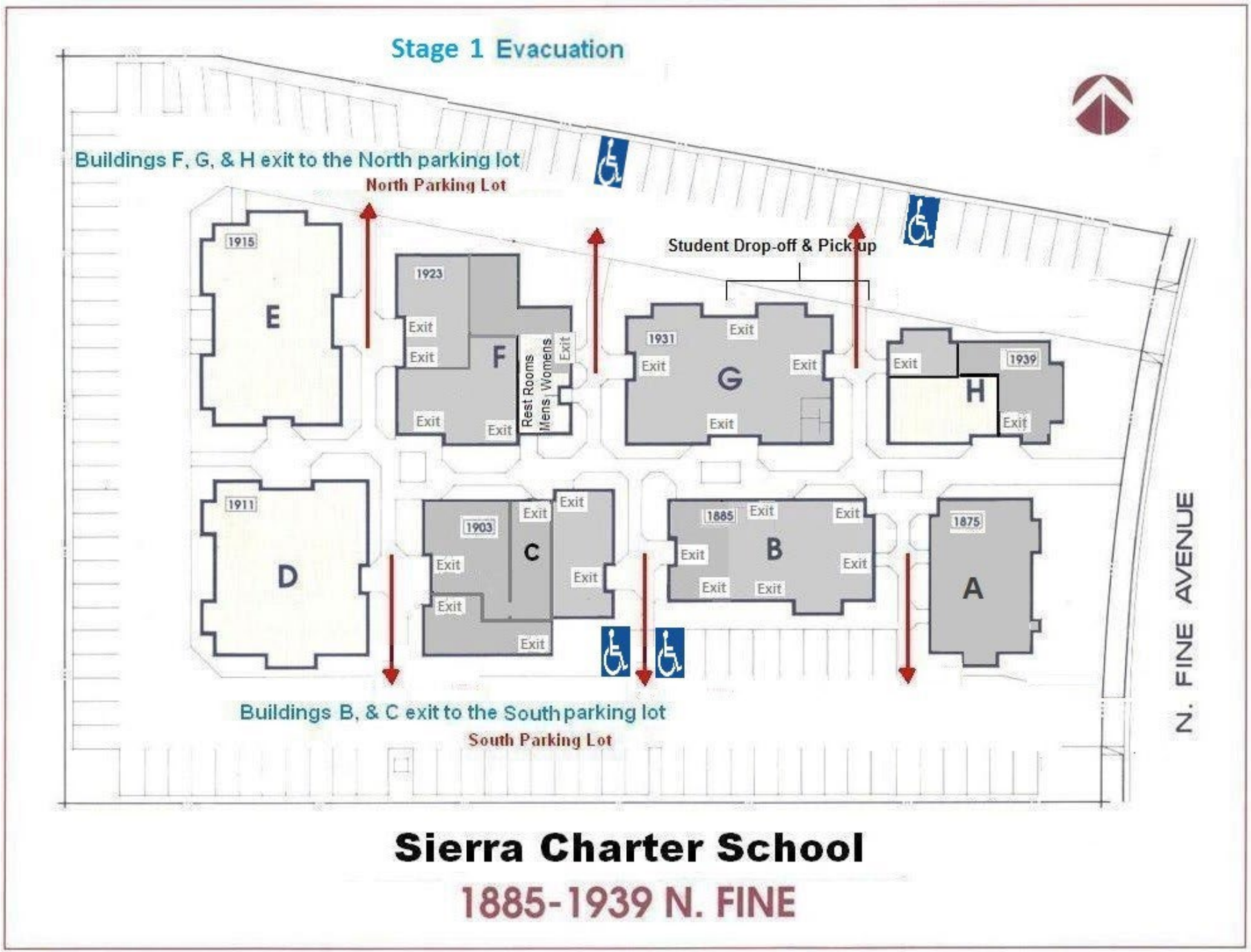
Sierra Charter School has an evacuation plan that consists of two stages:

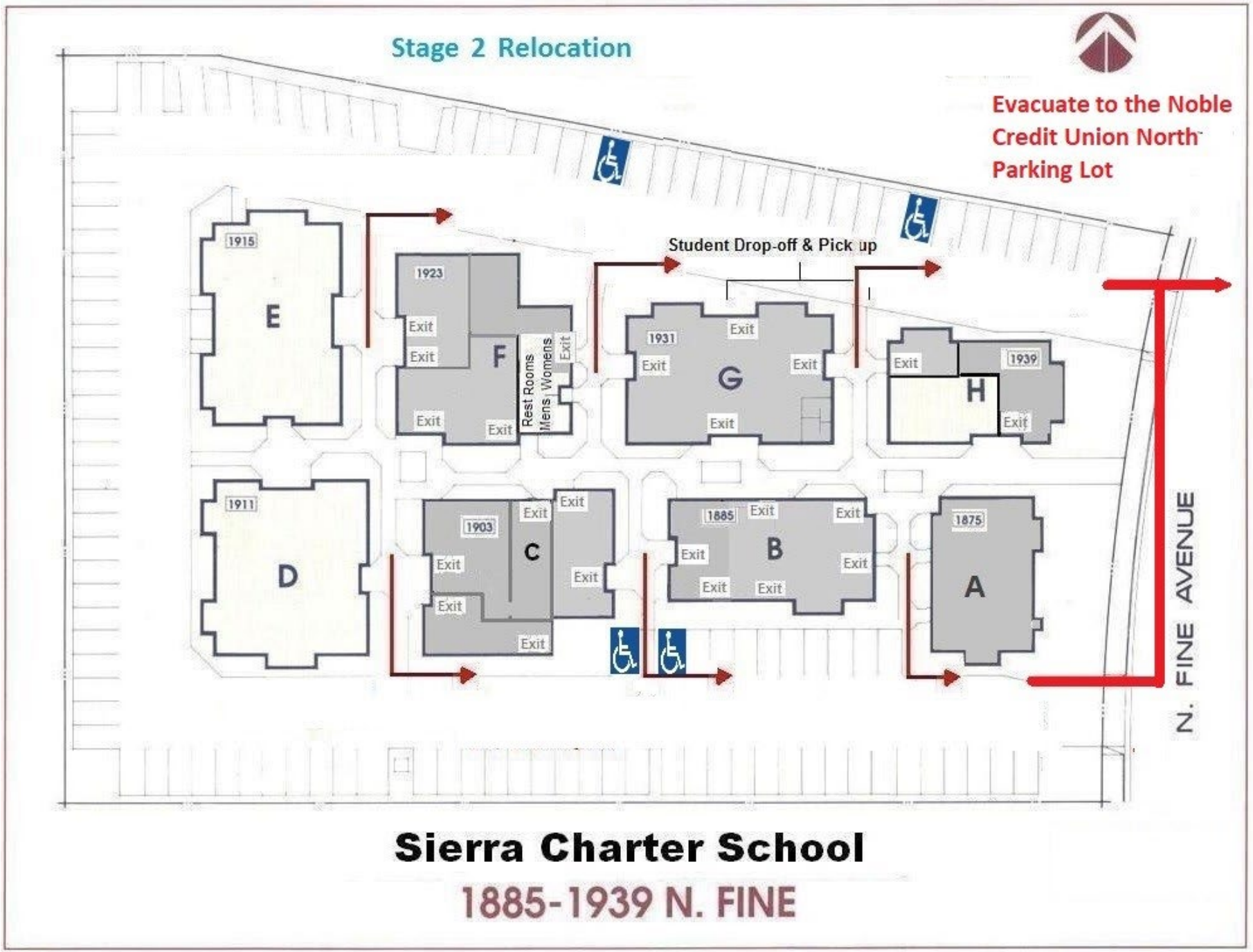
Stage One Evacuation: All students and staff are evacuated from buildings and stationed at a safe location on campus.

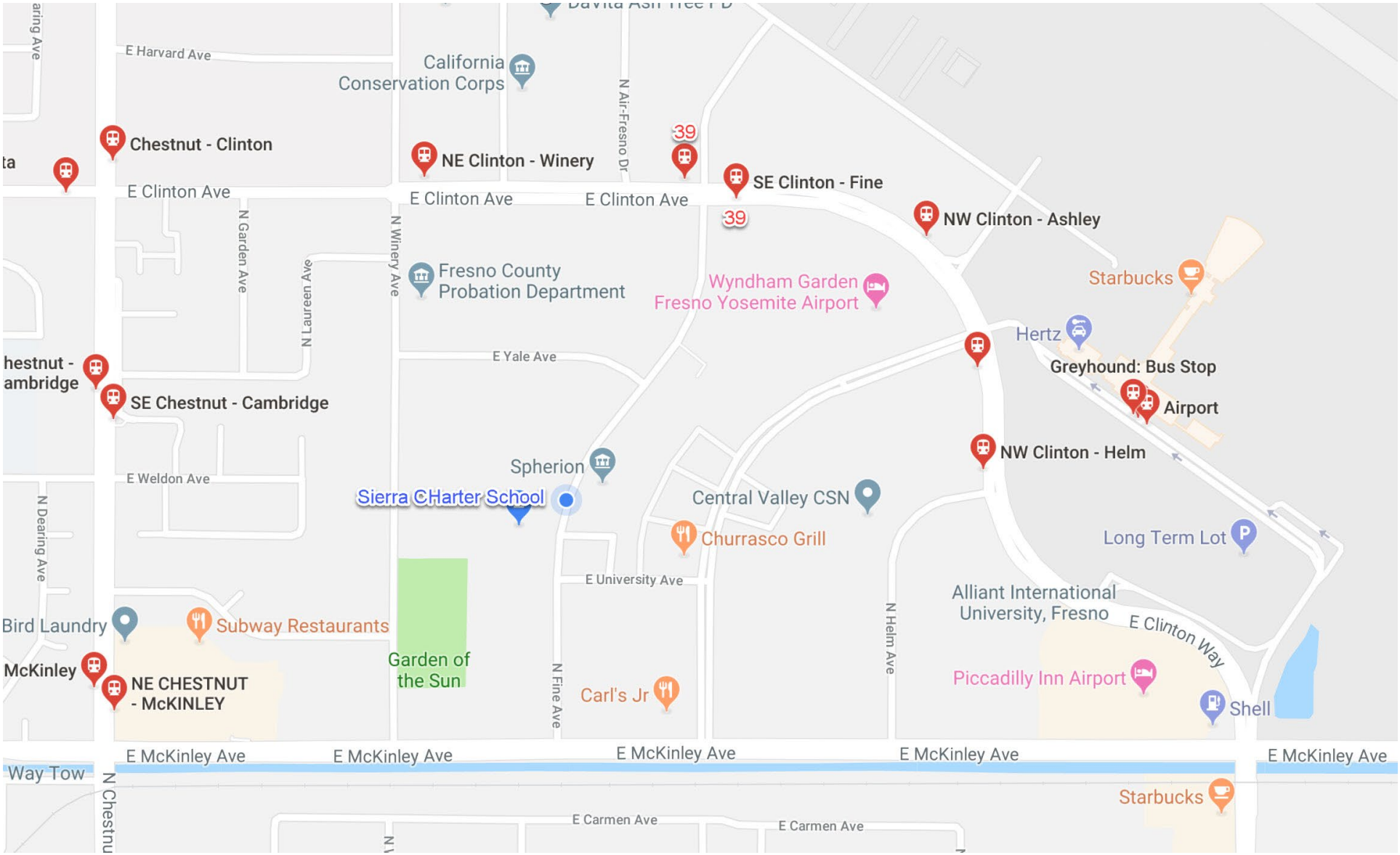
Stage Two Relocation: At the direction of the SCS Administration, all students and staff are relocated to a determined location off campus at time of event. Coordinate with Police and Fire Department, if needed. (Examples: gas leak, fallen aircraft.)

Evacuation Plans
In the event of a major disaster, there is no guarantee that emergency medical or fire personnel will be able to immediately respond to school sites. Therefore, the **school staff must be prepared to ensure the care and safety of students during the first several hours after a major disaster without outside assistance.** It is critical to determine *who* does *what, where*, and *how* – before such a disaster occurs.

Evacuation Maps:
The following three pages illustrate Stage One Evacuation map, Stage Two Relocation map and a map of Bus Routes for students leaving SCS.


Stage 1 Evacuation
Buildings F, G, & H exit to the North parking lot
North Parking Lot
Student Drop-off & Pick-up
1915
E
1923
F
Exit
Rest Rooms
Mens | Womens
1931
G
1939
H
1911
D
1903
C
1885
B
1875
A
N. FINE AVENUE
Buildings B, & C exit to the South parking lot
South Parking Lot
Sierra Charter School
1885-1939 N. FINE


Stage 2 Relocation
Evacuate to the Noble Credit Union North Parking Lot
Student Drop-off & Pick up
1915
E
1923
F
Exit
Rest Rooms
Mens
Womens
1931
G
1939
H
1911
D
1903
C
1885
B
1875
A
N. FINE AVENUE
Sierra Charter School
1885-1939 N. FINE


E Harvard Ave
California Conservation Corps
N Air-Fresno Dr
Chestnut - Clinton
NE Clinton - Winery
39
SE Clinton - Fine
NW Clinton - Ashley
E Clinton Ave
E Clinton Ave
E Clinton Ave
39
N Garden Ave
N Winery Ave
Fresno County Probation Department
Wyndham Garden Fresno Yosemite Airport
Starbucks
Hertz
Greyhound: Bus Stop
Airport
E Yale Ave
SE Chestnut - Cambridge
NW Clinton - Helm
Spherion
E Weldon Ave
Sierra Charter School
Central Valley CSN
Churrasco Grill
Long Term Lot
N Dearing Ave
E University Ave
Alliant International University, Fresno
E Clinton Way
Bird Laundry
Subway Restaurants
Garden of the Sun
N Helm Ave
N Fine Ave
Carl's Jr
Piccadilly Inn Airport
Shell
McKinley
NE CHESTNUT - McKINLEY
E McKinley Ave
E McKinley Ave
E McKinley Ave
E McKinley Ave
E McKinley Ave
Way Tow
N Chestnut
Starbucks
E Carmen Ave
E Carmen Ave

Tactical Responses to Criminal Incidents (Lockdown) Procedure

ACTIVE SHOOTER / ARMED ASSAILANT SITUATIONS

"*Active shooter situations*" are defined as those where an individual or individuals is "actively engaged in killing or attempting to kill people in a confined and populated area." *Active shooters / armed assailants frequently use firearms but attacks of this type can also be made with other types of weapons (knifes, swords, etc.). These situations* are unpredictable and evolve quickly. Because of this, individuals must be prepared to deal with an *active shooter / armed assailant situation* before law enforcement personnel arrive on the scene.

No single response fits all *active shooter / armed assailant situations*; therefore, it is essential all members of the school staff know their options for response and are prepared to act decisively to protect their students and themselves.

ACTIONS – ALL SCHOOL STAFF

1. All employees are authorized to **take immediate action** to protect themselves and students if they see or hear anything that causes them to believe an active shooter / armed assailant situation is occurring or is to about to occur.

    a. **Act immediately** if you or your students:
    - hear a sound that might be gunfire.
    - see something that looks like a weapon being carried or used on or near the campus.
    - sense any other indication of active shooter / armed assailant threat.

    b. **Quickly evaluate** which option (Run, Hide or Fight) will best protect you and your students.
    c. **Be decisive.** Communicate your plan to your students and act quickly.
    d. **Call 911 and the School Office** as soon as it is safe to do so.

2. **Options:** ***Run, Hide or Fight***

    a. **Run:** If you can get yourself and your students safely away from danger, do so immediately.
    - Do not evacuate unless you…
        - know with certainty, the exact location of assailant (do not trust unofficial, second hand accounts),
        - **and** can visualize a route that will get your students and yourself safely off campus.
    - Don't carry anything with you.
        - Police may mistake an item in your hands as a weapon.
        - Leave everything behind.

- If you encounter people along the way…
  - Adults: Warn them and take them with you if you can but don't stop if they refuse to come.
  - Students: Warn any students you encounter and take them with you if you can. You may use reasonable force to take a student with you *if you can do so without endangering yourself or the other students in your care*.
- Place terrain and buildings between you and the assailant to cover your escape.
- Keep going until you are certain you are out of danger.
- Keep your students with you
- Call 911 as soon as it is safe to do so. Report your location and obtain instructions.

b. Hide: If you do not know the exact location of the assailant, get your students and yourself into the most secure location available and LOCKDOWN.

- Lock the doors
- Close and lock windows and close blinds or cover windows;
- Turn off lights;
- Barricade the doors with heavy furniture; be sure your barricade covers any glass in or near the door;
- Silence all electronic devices;
- Remain silent;
- Position occupants, spread out and out of the line of site from room entrance.
- Prepare to take action if the assailant attempts to get in the room;
- Use text or email to communicate your location, the number of students or staff with you, if you have any wounded and the extent of the injuries;
- Call 911 as soon as it is safe to do so.
- Remain in place until evacuated by identifiable law enforcement officers.

c. **FIGHT: Never seek out confrontation with an active shooter / armed assailant.** If you are confronted by an active shooter / armed assailant and you have no safer option, take immediate action to disrupt or incapacitate the assailant. **If you choose the FIGHT option, commit to your actions.**

- If you are in LOCKDOWN (Hide), prepare yourself and your students for the possibility that the assailant may attempt to get in the room you are in.
  - Construct a strong barricade.
  - If you have another way out (a window or back door) use it while the assailant is attempting to get in.
  - If no other exit is available be prepared to disrupt the assailant by throwing objects at the assailant and running for the exit as soon as the assailant enters the room.
    a. Use items in the environment as improvised weapons (fire extinguishers, staplers, books, cups, etc.)
- Staff members may consider using aggressive and violent force to surprise and overwhelm the assailant.

3. **Call 911 and initiate a school-wide LOCKDOWN** announcement as soon as you can do so safely. Work with the people you are with to do both calls simultaneously if possible.

    a. Provide as much information as possible (slow down – be calm):
        - State the emergency: "I hear gunfire." "I saw..."
            - Give information on people who are wounded.
        - Location of the assailant (if known):
        - Description of the assailant (if known):
        - Your precise location: "room __"
        - The number of children with you:

    b. Keep the line open, even if you can't talk, unless instructed by the dispatcher to end the call.

4. Special Topics

    a. Injuries: Your response to injured persons will need to vary given the specific circumstances that are present and the response option (Run, Hide or Fight) you are engaged in.

        - *Run* – If you encounter injured persons while you are trying to get out of danger…
            - And you have children with you, you must place their safety ahead of the injured person. Take note of where the injured person is and report the location as soon as you get to safety.

        - *Hide* – If someone is injured where you are hiding, secure the room before tending to the wounded.
            - As soon as it is safe to do so, apply first aid using any supplies that are available. If necessary, use articles of clothing as improvised dressing for wounds and apply direct pressure to control bleeding.

        - *Fight* – This is always the option of last resort because the probability of injury is highest when you are in close proximity to the assailant. Commit to your plan. Do not stop to tend to the wounded until it is safe to do so.
            - If you're intention is to disrupt the assailant to allow as many people to escape as possible, stick to that plan.
            - If your plan is to incapacitate the assailant, keep fighting until the assailant is incapacitated and the weapon and assailant are under control.

    b. Law Enforcement: If you encounter law enforcement officers…
        - Immediately raise your hands in the air and display your open palms.
        - Don't run up to officers or attempt to hug or talk to them.
        - Don't talk unless they ask you a question.

- Do exactly what they tell you to do.

c. Weapons: If the assailant loses control of a weapon, exercise extreme care when securing it:
   - Do not pick up the weapon. Law enforcement may shoot you if they see you holding a weapon.
   - Secure the weapon by placing an empty trash can over it and sliding it to a location where it can be kept covered and under control until a law enforcement officer can take possession of it.

d. Ongoing Communication: (School Administration should develop means to safely provide updates to staff to keep them informed during the incident.)

e. Extended Day Programs / After School Activities: (School sites must also plan for and train all site staff involved with student activities and extracurricular programs.)

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

- Follow the All Staff guidance described above.
- Call 911 and initiate a **LOCKDOWN** announcement as soon as you can do so safely. Work with nearby staff to do them simultaneously if at all possible.
  - Include as much actionable information on the announcement as possible.
    - *Example "LOCKDOWN, LOCKDOWN, LOCKDOWN. Man with a gun on campus. LOCKDOWN now."*
  - If you have surveillance capabilities, and can safely provide real time announcements, broadcast continuous and accurate information on the location of the assailant. This will disrupt and distract the assailant. It will also provide people on campus with information they can use to better evaluate their options.
    - *Example: "The gunman is now in the D wing headed south. He is armed with a shotgun and is wearing a hooded jacket and blue jeans."*
- **Notify the district office after you call 911 at FUSD Emergency Services (559) 457-3831 (24 hours a day)**
- If possible, assist emergency personnel.
  - Assist police in entering the school;
  - Provide officers with keys, maps and any other information requested.
- **Crisis Intervention**
  - A Mental Health strike team should also be assembled to assist with stabilizing acutely impacted students, staff and parents during reunification.
  - This team will also provide ongoing support throughout the recovery phase of the emergency response.
  - Psychoeducational materials should also be developed / selected by the Planning Section for distribution to parents and other caregivers to assist them in supporting crisis recovery.
  - Mental Health staff should also be involved in plans related to reopening the school following an active shooter / armed assailant event.

ADDITIONAL STEPS FOR THE SCHOOL:

SCS Staff are assigned the following roles in response to an active shooter:

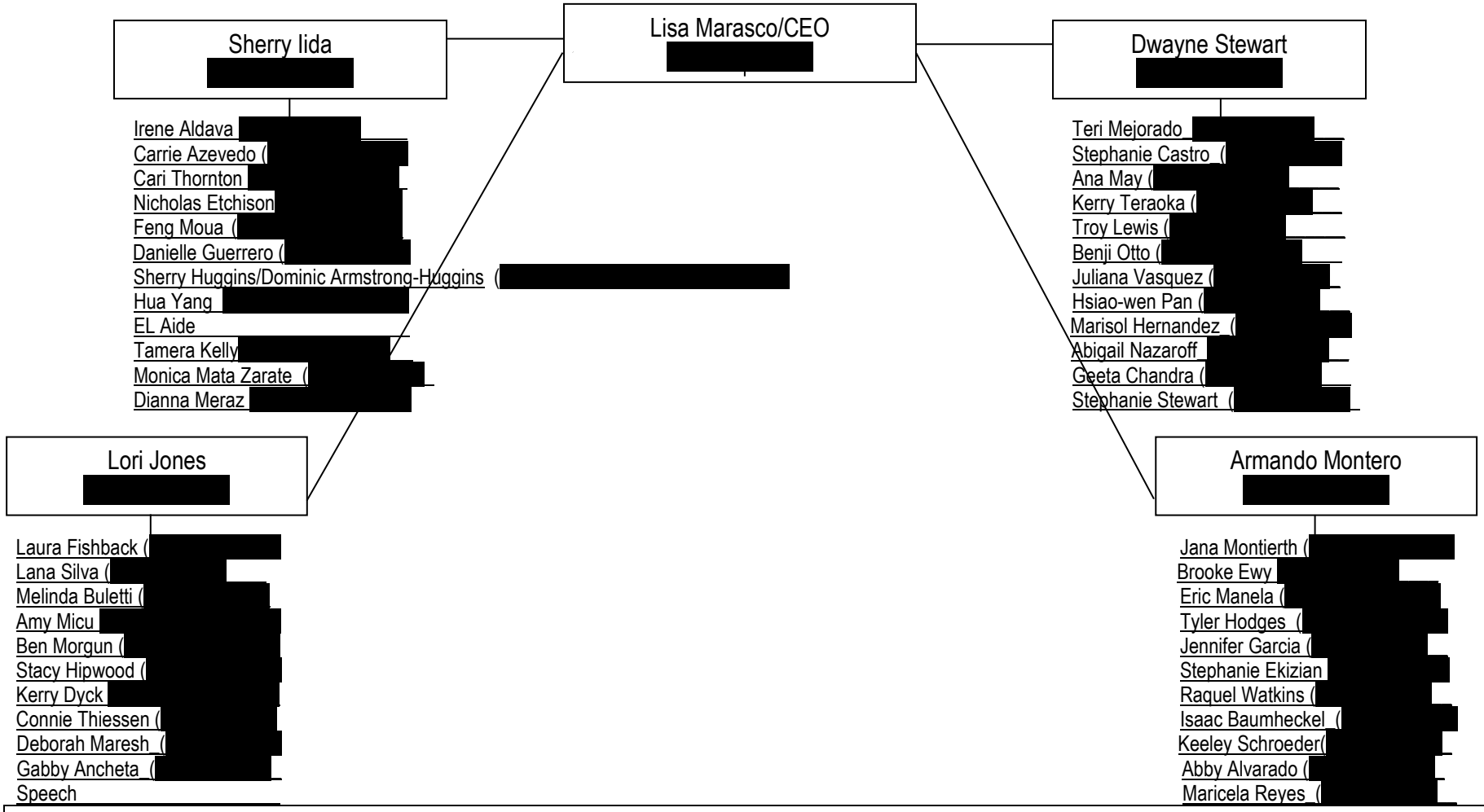
1. The Safety Coordinator or School Nurse will be in charge of emergency first aid: the library or other designated area will be utilized as a gathering place (if other than library, indicate gathering place: Building 1875.
   The Safety Coordinator or School Nurse absence an Administrator or designee will be in charge.
2. The Principal will maintain phone communication with the emergency responders.
3. An Administrator or designee will serve as emergency locator to notify parents, guardians, and/or doctors of injured persons.
4. The Principal or designee will identify a person to serve as public information contact.
5. Teachers who are unassigned should assemble in the administration building for instructions.
6. School staff should stay until the crisis is declared over.

State of California Government Code,
Chapter 8, Division IV, Title I

The State of California Government Code States: that all public employees become emergency service workers in the event of a declared emergency. This means that all school employees will be required to work in this capacity in case a disaster occurs and a state of emergency is declared.

PHONE TREE

Once it is verified that a crisis exists, the building administrator or designee sets the phone tree in motion by calling everyone on their list. When a crisis occurs during weekends, vacation periods, or when a large number of staff is away from the school, it will be necessary to transmit information via a phone tree. At other times, when crises occur when school is in session, only the people outside the school building need to be contacted via telephone.



Phases of Pandemic

The World Health Organization (WHO), the medical arm of the United Nations, has developed a global influenza preparedness plan that includes a classification system for guiding planning and response activities for an influenza pandemic. This classification system is comprised of six phases of increasing public health risk associated with the emergence and spread of a new influenza virus subtype that may lead to a pandemic. The Director General of WHO formally declares the current global pandemic phase and adjusts the phase level to correspond with pandemic conditions around the world. For each phase, the global influenza preparedness plan identifies response measures WHO will take, and recommends actions that countries around the world should implement.

Pandemic Phases	Public Health Goals	Sierra Charter School
Inter-pandemic Period ***Phase 1*** – No new influenza virus subtypes detected in humans. An influenza virus subtype that has caused human infection may be present in animals. If present in animals, the risk of human infection or disease is considered low. ***Phase 2*** – No new influenza virus subtypes detected in humans. However, a circulating animal influenza virus subtype poses substantial risk of human disease.	Strengthen influenza pandemic preparedness at all levels. Closely monitor human and animal surveillance data. Minimize the risk of transmission to humans; detect and report such transmission rapidly if it occurs.	**Ensure that staff members and students are trained in preventative measures such as respiratory etiquette and universal precautions.** Minimize the risk of transmission to humans; ensure that staff members understand detection and reporting guidelines and report rapidly as required.

Pandemic Phases	Public Health Goals	Sierra Charter School
Pandemic Alert Period ***Phase 3*** – Human infection(s) are occurring with a new subtype, but no human-to-human spread, or at most rare instances of spread to a close contact. ***Phase 4*** – Small cluster(s) of human infection with limited human-to-human transmission but spread is highly localized suggesting that the virus is not well adapted to humans. ***Phase 5*** – Larger cluster(s) of human infection but human-to-human spread is localized, suggesting that the virus is becoming increasingly better adapted to humans, but may not yet be fully transmissible (substantial pandemic risk).	Ensure rapid characterization of the new virus subtype and early detection, notification and response to additional cases. Contain the new virus within limited foci or delay spread to gain time to implement preparedness measures, including vaccine development. Maximize efforts to contain or delay spread to possibly avert a pandemic, and to gain time to implement response measures.	Ensure all personnel are knowledgeable about the latest epidemiological information. Ensure that best practices for infection detection and control measures are followed. Ensure adequate resources for staff/student protection. Maximize communications with parents related to health and safety.
Pandemic Period ***Phase 6*** – Pandemic is declared. Increased and sustained transmission in the general population.	Implement response measures including social distancing to minimize pandemic impacts.	Increase surveillance of staff/student health and attendance and implement administrative procedures to ensure adequate staffing for essential business and school functions. Ensure maximum support and education for ill and affected students.

COVID-19 Prevention Program (CPP) for Sierra Charter School

This CPP is designed to control exposures to the SARS-CoV-2 virus that may occur in our workplace.

Date: ***Last update on March 1, 2024***

Authority and Responsibility

Armando Montero, Principal *has overall authority and responsibility for implementing the provisions of this CPP in our workplace. In addition, all managers and supervisors are responsible for implementing and maintaining the CPP in their assigned work areas and for ensuring employees receive answers to questions about the program in a language they understand.*

All employees are responsible for using safe work practices, following all directives, policies and procedures, and assisting in maintaining a safe work environment.

Control of COVID-19 Hazards

Employee screening

We screen our employees by requiring every employee before coming to work to review the COVID-19 Screening Check List for Employees Coming onto Campus – *See Appendix A.*

Physical Distancing

When required by orders from the California Department of Public Health (CDPH) or local health department. Where possible, we ensure at least six feet of physical distancing at all times in our workplace by:

- Eliminating the need for workers to be in the workplace – e.g., telework or other remote work arrangements.
- Reducing the number of persons in an area at one time, including visitors.
- Staggered arrival, departure, work, and break times.

Individuals will be kept as far apart as possible when there are situations where six feet of physical distancing cannot be achieved.

Face Coverings

When required by orders from the California Department of Public Health (CDPH) or local health department. We provide clean, undamaged face coverings and ensure they are properly worn by employees over the nose and mouth when indoors, and when outdoors and less than six feet away from another person, including non-employees.

The following are exceptions to the use of face coverings in our workplace:

- When an employee is alone in a room.
- While eating and drinking at the workplace, provided employees are at least six feet apart and outside air supply to the area, if indoors, has been maximized to the extent possible.
- Employees who cannot wear face coverings due to a medical or mental health condition or disability, or who are hearing-impaired or communicating with a hearing-impaired person. Alternatives will be considered on a case-by-case basis.

- Specific tasks that cannot feasibly be performed with a face covering, where employees will be kept at least six feet apart and behind a protective shield.

Cleaning and disinfecting

We implement the following cleaning and disinfection measures for frequently touched surfaces:

- Daily spraying of all surfaces in all buildings using a chemical fogger containing the recommended CDC water/bleach solution ratio.

Should we have a COVID-19 case in our workplace, we will implement the following procedures:

- Daily spraying of all surfaces in all buildings using a chemical fogger containing the recommended CDC water/bleach solution ratio.

Shared tools, equipment and personal protective equipment (PPE)

PPE must not be shared, e.g., gloves, goggles and face shields.

Items that employees come in regular physical contact with, such as phones, headsets, desks, keyboards, writing materials, instruments and tools must also not be shared, to the extent feasible. Where there must be sharing, the items will be disinfected between uses by disinfectant wipes.

Hand sanitizing

In order to implement effective hand sanitizing procedures, we:

- Encouraging and allowing time for employee handwashing.
- Providing employees with an effective hand sanitizer, and prohibit hand sanitizers that contain methanol (i.e. methyl alcohol).
- Encouraging employees to wash their hands for at least 20 seconds each time.
- Post proper hand washing posters in shared restrooms.

Personal protective equipment (PPE) used to control employees' exposure to COVID-19

We evaluate the need for PPE (such as gloves, goggles, and face shields) as required by CCR Title 8, section 3380, and provide such PPE as needed.

Investigating and Responding to COVID-19 Cases

This will be accomplished by using the form required by our Workers Compensation carrier.

Employees who had potential COVID-19 exposure in our workplace will be:

- Required to monitor symptoms and quarantine if symptoms occur.
- Offered COVID-19 testing at no cost during their working hours.

System for Communicating

Our goal is to ensure that we have effective two-way communication with our employees, in a form they can readily understand, and that it includes the following information:

- Who employees should report COVID-19 symptoms and possible hazards to.
- That employees can report symptoms and hazards without fear of reprisal.
- Our procedures or policies for accommodating employees with medical or other conditions that put them at increased risk of severe COVID-19 illness.
- Where testing is not required, how employees can access COVID-19 testing

- In the event we are required to provide testing because of a workplace exposure or outbreak, we will communicate the plan for providing testing and inform affected employees of the reason for the testing and the possible consequences of a positive test.
- Information about COVID-19 hazards employees (including other employers and individuals in contact with our workplace) may be exposed to, what is being done to control those hazards, and our COVID-19 policies and procedures.

Training and Instruction

We will provide effective training and instruction that includes:

- Our COVID-19 policies and procedures to protect employees from COVID-19 hazards.
- Information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws.
- The fact that:
  - COVID-19 is an infectious disease that can be spread through the air.
  - COVID-19 may be transmitted when a person touches a contaminated object and then touches their eyes, nose, or mouth.
  - An infectious person may have no symptoms.
- Methods of physical distancing of at least six feet and the importance of combining physical distancing with the wearing of face coverings.
- The fact that particles containing the virus can travel more than six feet, especially indoors, so physical distancing must be combined with other controls, including face coverings and hand hygiene, to be effective.
- The importance of frequent hand washing with soap and water for at least 20 seconds and using hand sanitizer when employees do not have immediate access to a sink or hand washing facility, and that hand sanitizer does not work if the hands are soiled.
- Proper use of face coverings and the fact that face coverings are not respiratory protective equipment - face coverings are intended to primarily protect other individuals from the wearer of the face covering.
- COVID-19 symptoms, and the importance of obtaining a COVID-19 test and not coming to work if the employee has COVID-19 symptoms.

Exclusion of COVID-19 Cases

Where we have a COVID-19 case in our workplace, we will limit transmission by:

- Ensuring that COVID-19 cases are excluded from the workplace until our return-to-work requirements are met.
- Continuing and maintaining an employee's earnings, seniority, and all other employee rights and benefits whenever we've demonstrated that the COVID-19 exposure is work related and they can't work from home.
- Providing employees at the time of exclusion with information on available benefits.

Reporting, Recordkeeping, and Access

It is our policy to:

- Report information about COVID-19 cases at our workplace to the local health department whenever required by law, and provide any related information requested by the local health department.
- Report immediately to Cal/OSHA any COVID-19-related serious illnesses or death, as defined under CCR Title 8 section 330(h), of an employee occurring in our place of employment or in connection with any employment.

- Maintain records of the steps taken to implement our written COVID-19 Prevention Program in accordance with CCR Title 8 section 3203(b).
- Make our written COVID-19 Prevention Program available at the workplace to employees, authorized employee representatives, and to representatives of Cal/OSHA immediately upon request.

Return-to-Work Criteria

- COVID-19 cases with COVID-19 symptoms will not return to work until all the following have occurred:
  - At least 24 hours have passed since a fever of 100.4 or higher has resolved without the use of fever-reducing medications.
  - COVID-19 like symptoms (i.e. allergies) have improved and 24 hours have passed.
  - At least 5 days have passed since testing positive for COVID-19 and receiving a negative COVID-19 test.
- COVID-19 cases who tested positive but never developed COVID-19 symptoms will not return to work until a minimum of 5 days have passed since the date of specimen collection of their first positive COVID-19 test and receiving a negative COVID-19 test.

Appendix A:

Sierra Charter School
COVID-19 Screening Checklist for Employees Coming onto Campus

Before coming to work, all employees should review the following questions. If Yes to any question not related to allergies, please call an SCS administrator.

1. Do you have a fever over 100 degrees?
   - ☐ Yes
   - ☐ No

2. Do you have any of the following respiratory symptoms?
   - ☐ Cough or congestion
   - ☐ Sore throat
   - ☐ Runny nose (not related to allergies)
   - ☐ Shortness of breath or difficulty breathing

3. Do you have any of the other COVID 19 symptoms?
   - ☐ Headache
   - ☐ Nausea/vomiting or diarrhea
   - ☐ Repeated shaking/tremors
   - ☐ Muscle pains or body aches
   - ☐ New loss of taste or smell

4. Have you recently had close contact (spent an accumulation of 15 minutes or more within an 8 hour period) with someone who has tested positive?
   - ☐ Yes
   - ☐ No

Sierra Charter School Board Approval

This school plan was approved on: Febr 27, 2024.

Attested:

Lisa Marasco	Lisa Marasco	2/27/24
Typed name of school CEO	Signature of school CEO	Date
Lupe Delgado		2.27.2024
Printed name of SCS Board member	Signature of SCS Board member	Date

Fresno Unified School District

Notice of Intent to Submit a Renewal Charter Petition

Please submit the following Notice of Intent to the Charter Office a minimum of ***60*** *days in advance of the delivery of the petition.* This will assist our office in more effectively communicating and scheduling your board dates. Thank you.

Charter School Information				
Name:	Sierra	Charter #	Current Charter Expires: 06-30-2025	
Instructional Start Date:	Month: August	Day: 5	Year: 2024-2025	
	(Must be academic year immediately following petition submission)			

Non-Profit Organization Name (if applicable): Sierra Charter School			
Charter 501C3 Name (if applicable): Sierra Charter School			
Grade Levels:	K-12	Total Projected Enrollment:	360

Designated Contact

Name:	Armando Montero	Position:	Principal
Address:	1931 N. Fine Ave.		
Telephone Numbers	Mobile: (559) 903-2394	Office: (559) 476-3411	
Email:			

Lead petition writer contact information (*if different from above*)

Name:		Position:	
Address:			
Telephone Numbers	Mobile:	Office:	
Email:			

Are you planning to work with a charter management organization (CMO) or educational management organization (EMO)? Yes ☐ No ☒
If so, please provide contract information for CMO or EMO. Use additional pages, if necessary: _____

Will you be submitting an application to another authorizer? Yes ☐ No ☒
If so: Name of Other Authorizer: _____ Date Submitted: _____

Are there any "sister" charters? Yes ☐ No ☒ Include satellite location/resource centers.
If yes, indicate address of site(s):

Will there be any changes to the grade levels currently being served? Yes ☐ No ☒
If so, what are they? _____

Will the renewed petition reflect a change of location? Yes ☐ No ☒
If yes, indicate address of site(s): _____

Does your current location or proposed location require a lease? Yes ☒ No ☐
If yes, submit a draft of a boiler plate lease of the current or proposed location.

By signing this form, the Board of the above named charter is noticing the District of its intent to seek renewal of its current charter.

Print Name: Lisa Marasco Signature of Board President: Lisa Marasco Date: 11/02/24

Sierra Charter – Fresno Unified Authorized

Academic Performance Framework – California Department of Education (CDE)*

Response N/A when a section does not apply.

ELA & MATH: Is the school's achievement performance meeting state expectation? Are students making gains over time? How is this school compared to a similar FUSD school? Is the school providing an equitable education to all students in the area of state assessments? Is this school meeting petition goals in the area of state assessments?

CA Dashboard 2023*	CA Dashboard 2024*	J.E. Young 2024 Dashboard*	LCAP Goals	21-22	22-23	23-24
ELA Performance: N size: 139 students Color/Status: Orange **8.7** points **below** standard **Decreased** by **8.2** points **Equity Group(s):** **RED** status: student group(s) none **ORANGE** status: student group(s) Hispanic/SED	**ELA Performance:** N size: 155 students Color/Status: orange **23.9** points **below** standard **Decreased** by **15.1** points **Equity Group(s):** Very Low status: student group(s) none Low status: student group(s) Hispanic/SED	**ELA Performance:** N size: 585 students Color/Status: Red **72.3** points **below** standard **Decreased** by **10.8** points **Equity Group(s):** Very Low status: student group(s) EL, Hispanic,LTEL, SED, DIS Low status: student group(s) AfricanAm	Points below standard will decrease and more students will meet standard or above.	-.6	-8.7	-23.9
MATH Performance: N size: 139 students Color/Status: **?** **116.1** points **below** standard **Decreased** by **12.1** points **Equity Group(s):** **RED** status: student group(s) Hispanic/SED **ORANGE** status: student group(s) none	**MATH Performance:** N size: 158 students Color/Status: Red **128** points **below** standard **Decreased** by **11.9** points **Equity Group(s):** Very Low status: student group(s) Hispanic/SED Low status: student group(s) none	**Math Performance:** N size: 604 students Color/Status: Red **125.5** points **below** standard **Decreased** by **10** points **Equity Group(s):** Very Low status: student group(s) EL, Hisp, LTEL, SED, DIS, Wht Low status: student group(s) African Am	Points below standard will decrease and more students will meet standard or above.	-104	-116.1	-128.0
English Learner Progress: N size: 28 EL students Making Progress towards Eng Lang Proficiency: 42.9% Performance Level: N/A Progressed one ELPI level: **35.7%** Maintained ELPI Level 4: **7.1%** Maintained ELPI 1, 2L, 2H, 3L, 3H: **35.7%** Decreased one ELPI level: **21.4%**	**English Learner Progress** N size: **17** EL students Making Progress towards Eng Lang Proficiency: **47.1%** Status: **N/A** Progressed one ELPI level: **47.1%** Maintained ELPI Level 4: **0%** Maintained ELPI 1, 2L, 2H, 3L, 3H: **35.3%** Decreased one ELPI level: **17.6%**	**English Learner Progress** N size: **148** EL students Making Progress towards Eng Lang Proficiency: **40.5%** Status: **RED** Progressed one ELPI level: **27.7%** Maintained ELPI Level 4: **0.7%** Maintained ELPI 1, 2L, 2H, 3L, 3H: **31.8%** Decreased one ELPI level: **39.9%**	Percentage of students progressing will be increased.	N\A	42.9	47.1

Data Source (*if not from CDE*):

NOTES:

Chronic Absenteeism: Is the school providing an equitable education to all students in the area of chronic absenteeism? Is this school meeting petition goals in the area of chronic absenteeism? How is this school compared to a similar FUSD school?

CA Dashboard 2023*	CA Dashboard 2024*	Like school 2024 Dashboard*	Petition Goals	21-22	22-23	23-24
Chronic Attendance: N size: **189** students Color/Status: **Green** Chronically Absent: **1.6**% **Declined/Increased** by **1**% **Equity Group(s):** **Red** Status: **student group(s) none** **Orange** Status: **student group(s) none**	**Chronic Attendance:** N size: 196 students Status: Blue Chronically Absent: **.6**% **Equity Group(s):** Very High status: **student group(s)** none High status: **student group(s)** none	**Chronic Attendance:** N size: 786 students Status: RED Chronically Absent: **26.1**% **Equity Group(s):** Very High status: **student group(s)** AfricanAm, EL,Hisp,SED,LTEL,WHT High status: **student group(s)** SWD	Decrease in percentage of students chronically absent.	**.6**%	**1.6 %**	**.6**%

Data Source *(if not from CDE)*:

NOTES:

Suspension Rate: Is the school providing an equitable education to all students in the area of suspension? Is this school meeting petition goals in the area of suspension rate? How is this school compared to a similar FUSD school?

CA Dashboard 2023*	CA Dashboard 2024*	Like school 2024 Dashboard*	Petition Goals	21-22	22-23	23-24
Suspension Rate: N size: **449** students Color/Status: **Blue** Suspended at least once: **0**% **Declined/Increased** by **0**% **Equity Group(s):** **Red** Status: **student group(s) none** **Orange** Status: **student group(s) none**	**Suspension Rate:** N size: **454** students Status: Blue Suspended at least once: **0**% **Equity Group(s):** Very High status: **student group(s)** none High status: **student group(s)none**	**Suspension Rate:** N size: 1747 students Status: Blue Chronically Absent: **.7**% **Equity Group(s):** Very High status: **student group(s)** none High status: **student group(s)** none	Maintain 0 percent of students suspended.	**0**	**0**	**0**

Data Source *(if not from CDE)*:

NOTES:

Graduation Rate: Is the school providing an equitable education to all students in the area of graduation rate? Is this school meeting petition goals in the area of graduation rate? How is this school compared to a similar FUSD school?

CA Dashboard 2023*	CA Dashboard 2024*	Like school 2024 Dashboard*	Petition Goals	21-22	22-23	23-24
Graduation Rate: N size: **57** students Color/Status: **Orange** Graduated: **84.2**% **Declined** by **5.6**% **Equity Group(s):** **Red** Status: **student group(s) none**	**Graduation Rate:** N size: **54** students Status: **Green** Graduated: **XX.X**% **Equity Group(s):** Very Low status: **student group(s) none**	**Graduation Rate:** N size: **252** students Status: **Green** Graduated: **82.5**% **Equity Group(s):** Very Low status: **student group(s) none**	Increase the percentage of students in the cohort graduating.	89.8%	84.2%	84.4%

Orange Status: student group(s) Hispanic, SED	Low status: student group(s) none	Low status: student group(s) none				

Data Source *(if not from CDE)*:

NOTES:

College/Career: Is the school providing an equitable education to all students in the area of college/career? Is this school meeting petition goals in the area of college/career? Does the school prepare students for post-secondary options? How is this school compared to a similar FUSD school?

CA Dashboard 2023*	CA Dashboard 2024*	Like school 2024 Dashboard*	Petition Goals	21-22	22-23	23-24
College/Career: N size: 56 students Color/Status: N/A Prepared: 8.9% Declined/Increased by N/A **Equity Group(s):** Red Status: student group(s) Hispanic, SED Orange Status: student group(s) none	**College/Career:** N size: 53 students Color/Status: Yellow Prepared: 13.2% Increased by 4.3 **Equity Group(s):** Red Status: student group(s) Hispanic Orange Status: student group(s) none	**College/Career:** N size: 247 students Color/Status: Orange Prepared: 20.6% Maintained by N/A **Equity Group(s):** Red Status: student group(s) Hispanic, SED Orange Status: student group(s) none	Percentage of students prepared will be increased.	N\A	8.6%	13.2%

Data Source *(if not from CDE)*:

NOTES:

Student Groups:	2021-22	2022-23	2023-24
Overall Enrollment	334	321	362
Gender	M: 154 F: 180	M: 132 F: 189	M: 145 F: 217
Reclassified EL's	66	51	56
SPED	34	43	44
Foster Youth	2	1	2
Homeless	0	4	2
SED	248	245	231
Migrant	0	0	0

Fresno Unified School District

FACILITIES AND FUTURE PLANS

FACILITIES/ADA	
Is the facility meeting the needs of your staff and students?	Y|**x**|/N☐
Will the facility continue to accommodate your growth needs?	Y|**x**|/N☐
If applicable, is your current lease still valid?	Y|**x**|/N☐
Does your lease extend through the end of your requested charter renewal term?	Y☐/N|**x**|

If the lease does not extend through the end of your charter term, please describe your plans for a facility solution which includes either:

- A letter of intent, signed by the building owner, to lease or sell the proposed facility to your organization; or
- A memorandum of understanding, signed by the building owner that describes the status of negotiations with your organization regarding the possible lease or purchase of the building. Describe any foreseeable conditions, circumstance or considerations that would affect the decision and specify a date by which a decision to lease or sell is likely.

Describe the condition of your current facility.

Our current facility is well-maintained and effectively supports the needs of both our staff and students.

What procedures are in place for handling facility repairs?

Necessary repairs are reported to our Property Manager, University Monterey SPE Limited Partnership, and are followed-up by our designated staff members.

FUTURE PLANS

- *As applicable:* Describe any **material revision** to your charter and rationale for the changes. **This request will be considered as part of the renewal process, but must be on the Agenda as a separate Board item.**
- Material revisions include, but are not limited to, adding additional grades, potentially growing student enrollment beyond capacity, changing the school's mission, purchasing a new facility, adding on additional sites, etc.
- In order to have the material revision to your charter approved, your school needs to:
  - State the revision(s) the school's governing board wishes to make to the charter;
  - Describe the reasons for the request(s); and
  - Describe the changes in the operations of the school that will be impacted by the proposed revision(s). Indicate how student enrollment, curriculum, staffing, governance, facilities, and budget may or will be impacted in the current school year and in the subsequent school years.
- If the revision(s) directly affect(s) the students, explain if and how the proposed revision has been discussed with parents.
- If appropriate, describe how student achievement may be impacted by the proposed revision(s).

University Monterey SPE, LP

2120 N Winery Ave Fresno CA 93703

Umspe@comcast.net

Re: Letter of Intent to Lease

Dear Sierra Charter,

This Letter of Intent to Lease ("LOI") outlines the general terms and conditions under which University Monterey SPE, LP ("Landlord") intends to lease to Sierra Charter School ("Tenant") the premises located at 1931 N Fine Ave Fresno CA 93727 (Administration building and all classrooms).

1. **PREMISES:** The Premises consists of approximately 20,920 square feet as follows:

BLDG	SQ FT
1875	2644
1885	3248
1903	4204
1915-103	765
1923	4174
1931	4039
1939	1846

2. Term: The Lease term will commence on July 1, 2027 for up to a five (5) year extension, to be negotiated prior to the expiration of the present Lease on June 30, 2027.

3. Conditions Precedent: This LOI is contingent upon the successful negotiation and execution of a definitive lease agreement between both parties.

4. Non-Binding Nature: This LOI is non-binding and serves as a good faith outline of the proposed Lease terms. A formal Lease Agreement, subject to further negotiation, will govern final terms.

We appreciate your commitment to partnering with us and look forward to continuing a successful relationship. Should you have any questions or required additional detail, please do not hesitate to contact us at 559-392-4363 (cell). Feel free to text and call during regular business hours.

Sincerely,

Allan H Cadgene

Partnership Manager

University Monterey SPE, LP

SELPA El Dorado County Charter SELPA (0951) **Fiscal Year** 2024-25

Certification 5: Local Educational Agency

IMPORTANT: Certification 5 is required when the information being submitted to the California Department of Education (CDE) by each participating agency's superintendent (for a district and county office of education (COE) local educational agency (LEA)), or by each chief administrator (for a charter LEA) is related to Local Plan Section B: Governance and Administration, Section D: Annual Budget Plan, and/or Section E: Annual Service Plan.

LEA Sierra Charter

Cert 5-1. Special Education Local Plan Area Governance Structure

The LEA certifies the SELPA Local Plan is the basis for the operation and administration of special education programs. The LEA will meet all applicable requirements of special education state and federal laws and regulations, and state policies and procedures. Be it further resolved, the LEA must administer the local implementation of policies, procedures, and practices in accordance with special education state and federal laws, rules, and regulations. The superintendent or chief administrator certifies the LEA is participating in a:

- ☐ Single LEA SELPA: This selection includes only one district LEA (this selection does not include a COE); or
- ☑ Multiple LEA SELPA: This selection includes one district or charter LEA together with one or more additional district or charter LEA(s), or a combination thereof (this selection does not include a COE); or
- ☐ COE Joined SELPA: A district (or charter) LEA(s) joined with a COE(s) to form a SELPA (this selection includes one or more district or charter LEA(s) *AND* one or more COEs).

For a multiple LEA SELPA or a COE joined SELPA

I certify that joint powers agreements, or other contractual agreements have been developed and are entered into between the multiple LEA SELPA or the COE joined SELPA and entities participating in the Local Plan. These agreements address all requirements of the *EC* Section 56195.1(b) and (c) for the provision of (1) a governance structure and administrative supports necessary for implementation; (2) a system for determining the responsibilities of participating LEA members for educating students with disabilities; and (3) the designation of an administrative entity.

I certify additional written agreements have been developed and are entered into between the multiple LEA SELPA or the COE joined SELPA and all entities participating in the Local Plan pursuant to *EC* Section 56195.7.

SELPA El Dorado County Charter SELPA (0951) **Fiscal Year** 2024-25

All agreements are maintained by the SELPA and will be made available upon request to the CDE.

Cert 5-2. Local Educational Agency Local Plan Web Posting

The LEA superintendent (for a district or COE LEA) or chief administrator (for a charter LEA) ensures the current Local Plan, Section B: Governance and Administration, Section D: Annual Budget Plan, and Section E: Annual Service Plan, including updates or revisions to Sections B, D, E, and/or Attachments, is posted on the LEA web site, is on file at each LEA, and is available to any interested party.

Web address where the SELPA Local Plan, including all sections, is posted.

www.sierracharter.org/notifications

Cert 5-3. Submission Certification Requirements for LEAs

Certification 5 must be signed by the LEA superintendent (district LEAs) or chief administrator (charter LEAs).

1. All district and charter LEAs must sign a Certification 5 if the Local Plan submission is for an annual amendment (due June 30) for Sections D: Annual Budget Plan, or Section E: Annual Services Plan.
2. If the submission is an amendment to Local Plan Section D: Annual Budget Plan and/or Section E: Annual Service Plan submitted during the current fiscal year, then only the newly affected LEAs are required to submit Certification 5 with the amendment(s).
3. If the submission is an amendment to Local Plan Section B: Governance and Administration, then all SELPA member LEAs must submit a newly signed Certification 5.

Authorized Signature

Lisa Marasco	**Jun 3, 2024**
LEA Superintendent/Chief Administrator	Date

BOARD OF EDUCATION
Valerie F. Davis, President
Genoveva Islas, Clerk
Claudia Cazares
Andy Levine
Elizabeth Jonasson Rosas
Keshia Thomas
Susan Wittrup

INTERIM SUPERINTENDENT
Mao Misty Her

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

RESOLUTION 25-31

Hold a Public Hearing and Approve Sierra Charter School Charter Renewal Petition

WHEREAS, the California Legislature has charged local school boards with reviewing and acting on petitions for establishment of charter schools;

WHEREAS, the founders, Sierra Charter School, operate as a California nonprofit public benefit corporation and seek renewal of the charter school petition for Sierra Charter School, for the renewal term of July 1, 2025 through June 30, 2030;

WHEREAS, on December 12, 2024, the Fresno Unified School District Board of Education (the Board) received the Renewal Petition;

WHEREAS, a public hearing for the charter school was held on January 22, 2025;

WHEREAS, the Renewal Petition and materials presented in support of the Renewal Petition have been thoroughly reviewed by the District's Staff; and

WHEREAS, the District Staff requests the Governing Board grant the Renewal Petition.

NOW, THEREFORE, BE IT RESOLVED: the Board hereby approves the Renewal Petition for a new five-year term renewal of July 1, 2025 through June 30, 2030 and as revised by the revisions recommended by the District Staff relating to the Employee Qualification section for Sierra Charter School.

ADOPTED this February 12, 2025, by the Board of Education of Fresno Unified School District, by the following vote:

AYES: ____
NOES: ____
ABSENT: ____

_____ _____

Valerie F. Davis, Board President Mao Misty Her, Interim Superintendent

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 12th, 2025

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Achieving Operational Excellence

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: Annarita Howell

DIVISION: Human Resources

CABINET APPROVAL PHONE: 559-457-3713

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

BOARD OF EDUCATION APPENDIX

Fresno Unified School District

Date: 2/12/2025

The Interim 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 2024/25.

ELECTIONS

Certificated Personnel

1078921	Arrington	Briana	Teacher, Elementary	Olmos Elementary	1/13/2025
1080790	Garcia	Guadalupe	Teacher, Lrng Hndcp, Sdc	Wolters Elementary	1/22/2025
1087892	Gilroy	Nicholas	Teacher, Music, Elementary	Music/Visual and Perform Arts	1/22/2025
1081441	Hernandez Perez	Lizbeth	Teacher, Bilingual	Hidalgo Elementary	12/9/2024
1087106	Kanemoto	Morgan	Teacher, Senior High	Roosevelt High School	12/2/2024
1083424	Leat	Chanthea	Teacher, Lrng Hndcp, Sdc	Vinland Elementary	1/22/2025
1065480	Perez	Cecilia	Teacher, Senior High	Bullard High School	1/22/2025
1085063	Seewald	Caleb	Specialist, Resource, Sp Ed	Williams Elementary	12/13/2024
1081827	Vang	Bruce	Teacher, Elementary	Lawless Middle School 7-8	1/13/2025

Classified Personnel

1085403	Avalos	Gabriel	Custodian	Packaging Center	11/18/2024
1087384	Cheema	Jasvinder	Nutrition Services Assistant	Food Services	1/13/2025
1084448	Cortez	Cynthia	Assistant, Attendance Records	Wawona Middle	1/13/2025
1087911	Falcon	Gabriel	Assistant, Choral Accompanist	Sunnyside High	1/22/2025
1066468	Fernandez	Lizeth	Nutrition Services Assistant	Food Services	1/13/2025
1086226	Foss	Darren	Driver, Bus	Transportation	12/20/2024
1071687	Jawanda	Narinder	Manager, Department Office	Analysis Measurement & Accoun	12/30/2024
1084979	Lee	Naythan	Custodian	Delmar Elementary	12/17/2024
1087848	Lopez	Jose	Assistant, Campus Safety	Addams Elementary	1/13/2025
1084244	Olivo	Vanessa	Secretary I	Prevention And Intervention	12/11/2024
1087863	Orozco	Osmara	Assistant, Attendance Records	Dakota Campus	1/13/2025
1087906	Pena	Leeza	Paraeducator, DHH Sign	Norseman Elementary	1/27/2025
1082644	Pereida	Julian	Custodian	Roosevelt High	12/23/2024
1087895	Perez	Joelene	Nutrition Services Assistant	Food Services	1/22/2025
1087875	Ramos	Alyana	Assistant, Resrce Cnslg	Burroughs Elementary	1/13/2025
1087867	Rodarte	Michelle	Paraprof, Extensive Support Needs	Fulton School	1/13/2025
1087849	Russell	Roslynn	Paraprof, Extensive Support Needs	Baird	1/13/2025
1083727	Serna	Sabrina	Nutrition Services Assistant	Food Services	1/13/2025
1081843	Siyoum	Zafu	Nutrition Services Assistant	Nutrition Services	1/13/2025
1079672	Tennison	Montae	Assistant, Campus Safety	Wawona Middle	12/17/2024
1087884	Torres	Steven	Electrician	Maintenance And Operations	1/22/2025
1087342	Vallejo Carmona	Ma De Lourdes	Nutrition Services Assistant	Packaging Center	1/13/2025
1087874	Vargas	Tiffany	Liaison, Home/School Spanish	Powers Elementary	1/13/2025
1085884	Vargas Osorio	Diana	Custodian	Sunset K-8	12/16/2024
1087864	Vue	Paa	Nurse, Vocational License	Health Services	1/13/2025

1087015	Wright	Lakela	Nutrition Services Assistant	Food Services	1/13/2025
1086038	Ybarra	Hilario	Custodian	Columbia Elementary	12/16/2024

Management Certificated

1087844	Garcia	Susan	Social Worker, School	Rowell Elementary	1/13/2025

Management Classified

1087843	Garcia	Jacob	Advisor, Behavior Support	Special Ed	1/13/2025

RESIGNATIONS OR RETIREMENTS

Certificated Personnel

1081441	Hernandez Perez	Lizbeth	Teacher, Bilingual	Hidalgo Elementary	12/6/2024
1087106	Kanemoto	Morgan	Teacher, Senior High	Roosevelt High	12/1/2024
1071609	Pascual	Jireh	Teacher, Autistic, Sdc	Forkner Elementary	12/20/2024
1067500	Paz	Celia	Teacher, Bilingual	Rowell Elementary	1/31/2025
~~1041651~~	~~Pretzer~~	~~Cynthia~~	~~Teacher, Elementary~~	~~Addams Elementary~~	~~7/31/2025~~
1041651	Pretzer	Cynthia	Teacher, Elementary	Addams Elementary	6/13/2024
1085063	Seewald	Caleb	Specialist, Resource, Sp Ed	Williams Elementary	12/12/2024
1071746	Swart	Chrystal	Teacher, Spec Assgn	Special Ed	12/20/2024
1081827	Vang	Bruce	Teacher, Elementary	Lawless Middle School 7-8	12/20/2024

Classified Personnel

1044969	Arriagadecardenas	Rosario	Nutrition Services Assistant	Nutrition Services	8/31/2025
1085586	Arteaga	Valentina	Paraprof, After Schl/Ext Day	Sequoia Middle	7/2/2024
1084869	Carnegie	Ryonna	Paraprof, Mild/Moderate Support Needs	Birney Elementary	11/22/2024
1086853	Cervantes Cisneros	Suzette	Paraprof, Mild/Moderate Support Needs	Roosevelt High	12/19/2024
1048131	Clark	Lee	Paraprof, Instructional Asst	Vang Pao Elementary	1/27/2025
1086643	Cruz Reyes	Arlet	Paraprof, Mild/Moderate Support Needs	Homan Elementary	12/20/2024
1066872	Deltoro	Dhani	Paraprof, Mild/Moderate Support Needs	Wishon Elementary	8/26/2024
1033497	Dose	Cindy	Paraeducator, Community Based	Ginsburg	1/1/2025
1007705	Easterwood	Gail	Technician, Libr Media-Elem	Birney Elementary	12/20/2024
1078715	Garcia	Rene	Assistant, Campus Safety	Phoenix Acad Elementary-Dcds	12/31/2024
1013322	Hancox	Edward	Paraprof, Extensive Support Needs	Bullard High School	4/15/2025
1039813	Hijioka	Yukiko	Paraeducator, Community Based	Rata	1/31/2025
1086382	Jung	Belinda	Paraprof, After Schl/Ext Day	Storey Elementary	1/31/2025
1081981	Khaosaat	Jeante-Ly	Assistant, Noontime	Herrera Elementary	6/8/2023
1027146	Lee	Bao	Paraprof, Extensive Support Needs	Kirk Elementary	12/20/2024
1006733	Melendez	Maria	Paraprof, Bilingual Spanish	Lowell Elementary	6/12/2025
1083579	Ortiz	Bianca	Paraprof, After Schl/Ext Day	Birney Elementary	12/30/2024
1087234	Randles	Kalon	Assistant, Noontime	Ayer Elementary	12/17/2024
1081274	Reyes	Ayline	Paraprof, After Schl/Ext Day	Leavenworth Elementary	12/20/2024
1069812	Rivera Padilla	Maricela	Paraprof, Extensive Support Needs	Heaton Elementary	1/10/2025
~~1008101~~	~~Rodarte~~	~~Gregory~~	~~Head Cust I Plant Main~~	~~Tatarian Elementary~~	~~1/31/2025~~
1008101	Rodarte	Gregory	Head Cust I Plant Main	Tatarian Elementary	6/30/2025
1083730	Salas	Mark	Custodian	Bullard High School	12/18/2024
1086358	Thao	Cheng	Paraprof, After Schl/Ext Day	Eaton Elementary	12/20/2024
1052249	Valdez	AnnaKaren	Paraeducator, Autism	Fulton School	12/13/2024

1073823	Valdez	Maria	Paraprof, Mild/Moderate Support Needs	Ahwahnee Middle	9/23/2024
1037667	Valencia	Alice	Assistant, Noontime	Turner Elementary School	12/16/2024
1081789	Vann	Pann	Assistant, Noontime	Terronez Middle	12/19/2024
1086204	Ventura Mercado	Perla	Nurse, Vocational License	Health Services	12/13/2024
1086970	Vines	Rioni	Paraprof, Mild/Moderate Support Needs	Vinland Elementary	1/2/2025
1086508	Wade	Viniece	Paraprof, After Schl/Ext Day	Malloch Elementary	1/12/2025
1086483	Woods	Keishaye	Paraprof, Mild/Moderate Support Needs	Thomas Elementary	12/20/2024
1039771	Xiong	Mai	Paraprof, Instructional Asst	Centennial Elementary	12/20/2024

Management Certificated

1051740	Singh	Kashmir	Vice Principal I	Slater Elementary	6/17/2025

DECEASED

Classified Personnel

1013198	Olivieri	Rebecca	Manager, School Office Elementary	King Elementary	1/4/2025

LEAVE REQUEST

Certificated Personnel

1065063	Granados	Veronica	Teacher, Elementary	Mayfair Elementary	12/12/2024
1079424	Ybarra	Veniece	Teacher, Elementary	Addams Elementary	1/10/2025

Classified Personnel

1063682	Simmons	Kimeka	Itinerant, DHH Sign Interprtr	Special Ed	3/10/2025
1062072	Telles	Lydia	Paraprof, Instructional Asst	Balderas Elementary	1/15/2025
1033198	Yang	Chia	Paraprof, Child Development	Anthony Elementary	2/4/2025

R39-MONTH REEMPLOYMENT RIGHTS

Classified Personnel

1081422	Clark	Titus	Custodian	Olmos Elementary	11/21/2024

PROMOTIONS

Classified Personnel

1078356	Arroyo	Anthony	Operator, Equipment II	Maintenance And Operations	12/23/2024
1071203	Bounkhoune	Andrew	Specialist, Information System	Research Evaluation & Assessmt	12/31/2024
1086470	Burciaga Garcia	Ana	Assistant, School Office	Sunnyside High School	1/16/2025
1078223	Camacho	Lilia	Manager, School Office Elementary	Centennial Elementary	12/16/2024
1051664	Castellanos	Aimee	Paraprof, Bilingual Spanish	Roeding Elementary	8/16/2024
1066060	Cruz-Sanchez	Guimel	Secretary I	Project Access	11/25/2024
1063209	Espinoza	Sonia	Registrar	Bullard High	12/11/2024
1062604	Garcia	Nina	Specialist, Chd Wel & Attnd I	Gaston Middle	1/13/2025
1081464	Gonzales	Leticia	Liaison, Home/School Spanish	Figarden Elementary	1/22/2025
1073715	Ibanez Reyes	Brenda	Lead, After Schl/Ext Day	Wishon Elementary	1/13/2025
1042411	Landaverde	Bertha	Paraprof, Early Chldhd Mil/Mod Support Needs	Del Mar Elementary	11/4/2024
1052943	McGee	Dasendra	Paraprof, Extensive Support Needs	Anthony Elementary	1/13/2025
1074252	Mejia Villa	Roberto	Worker, Grnds Maint I	Plant Operations	12/26/2024
1071814	Perez	Rosie	Assistant, School Office	Calwa Elementary	1/31/2025
1078569	Redondo Robles	Jose	Worker, Grnds Maint II	Plant Operations	12/16/2024
1070397	Reyes	Jacob	Paraeducator, Autism	Wishon Elementary	1/28/2025

1065562	Ross	Kathryn	Transcriber, Media Spc/Braille	Hoover High	11/21/2024
1049668	Turner	Bruce	Worker, Grnds Maint IV Tree Tr	Plant Operations	12/23/2024
1066946	Villanueva	Fernando	Manager, Department Office	Nutrition Services	12/16/2024
1086501	Xiong	Gina	Paraprof, Early Chldhd Mil/Mod Support Needs	Columbia Elementary	9/11/2024
1066029	Xyong	Jonathan	Worker, Grnds Maint III Chippe	Plant Operations	12/23/2024
1075611	Yang	Tongva	Manager, Auditorium Operations	Sunnyside High	1/8/2025

Management Classified

1078419	Ellis	Natalie	Coordinator I, Community Schools	Tioga Middle School	1/6/2025
1066812	Ray	David	Manager III, General	Prevention And Intervention	12/23/2024

Management Certificated

1039935	Ayala	Erica	Vice Principal I	Muir Elementary	12/19/2024
1065105	Duarte	Erica	Social Worker, School	Viking Elementary	12/23/2024

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 12, 2025

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Approve Meeting Minutes – G2

ITEM DESCRIPTION: Included in the Board binders are draft minutes for January 25, 2025, Board of Education regular meeting.

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

PREPARED BY Ambra O'Connor

DIVISION: Office of the Superintendent

CABINET APPROVAL PHONE: (559) 457-3838

CABINET APPROVAL: Chief of Staff, Ambra O'Connor 

MINUTES – BOARD OF EDUCATION REGULAR MEETING

Fresno, California
January 22, 2025
Fresno Unified School District, Education Center, 2309 Tulare Street, Fresno, CA 93721.

At a Regular Meeting of the Board of Education of Fresno Unified School District, held on January 22, 2025, there were present Board Members Cazares, Jonasson Rosas, Levine, Thomas, Wittrup, Clerk Islas, and Board President Davis. Interim Superintendent Mao Misty Her was also present.

Board President Davis CONVENED the Regular Board Meeting at 4:30 p.m.

PLEDGE OF ALLEGIANCE

Patrick Jensen led the Flag Salute.

OPPORTUNITY for Public Comment on Closed Session Items

For the record, the Board received zero (0) requests to address the Board on Closed Session items.

A. RECEIVE INFORMATION & REPORTS

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

Board President Davis ADJOURNED the Regular Board Meeting to Closed Session at 4:31 p.m.

Board President Davis RECONVENED the meeting to Open Session at 5:33 p.m.

Reporting Out of Closed Session

- On a motion by Board Member Jonasson Rosas, seconded by Board Member Thomas, the Board acted in closed session to approve dismissal charges of a permanent classified employee No. 1084993, by a vote of 7-0-0-0 as follows: AYES: Board Members Cazares, Jonasson Rosas, Levine, Thomas, Wittrup, Board Clerk Islas, and Board President Davis.

For the record, Clerk Islas read the approved Board Shared Agreements which are a component of the Student Outcomes Focused Governance work with the Council of Great City Schools. The Board Shared Agreements are as follows:

- **Respect and Civility** – Honor our shared agreements.
- **Be Honest and Honorable** – Honor my word and do not lie, deflect, or disparage others.
- **Honor the Process and any Time Limits**
- **Honor Confidentiality**
- **Be Prepared and On Time** – Be on time. Read materials or share questions ahead of time. Share as early as possible if I will be late or miss a commitment.
- **Represent All Students** - Do not represent solely my region/area.

B. CONFERENCE/DISCUSSION AGENDA

B-1, PRESENT and DISCUSS Interim Goals and Guardrails – G1

For the record, the Board received zero (0) requests from the public to address agenda item B-1.

For the record, Board members had comments/questions pertaining to slide no. 8, DRAFT: Interim Goals for Early Literacy Proficiency. A summary is as follows:

Member Jonasson Rosas requested clarity as to why the second bullet of the interim goal has a difference in stretch growth from first grade and kindergarten. Commented, if students meet stretch goals and do not contribute to the main goal then it is probably not a good interim goal.

Member Jonasson Rosas shared concern with the third bullet of the interim goal, by only achieving 63% this will cause the first-grade teacher to need to catch the student up by 1.5 years in order to reach the goal; requested staff to be more ambitious.

Member Jonasson Rosas referenced a previous conversation regarding the Dual Immersion program and how to measure Hmong.

Member Thomas referenced the first Board draft goal, and the question mark next to Waterford. Requested clarity as to Waterford's effectiveness at sites using the program. Member Thomas commented that iReady does not seem to be as impactful as Waterford and would like to keep the door open for the use of Waterford. Member Thomas commented that some principals in the Edison region share they are very happy with Waterford.

President Davis requested clarity as to if Waterford is still in a pilot stage and requested information as to what sites and grades are using the program.

Member Levine expressed appreciation for the points made pertaining to Waterford and on appreciating the thought that iReady is the what and Waterford is the how. Asked pertaining to Waterford, if these interim goals reflect any kind of intended learnings or changes to the Every Child a Reader initiative to help reach the goals.

Clerk Islas expressed appreciation for the hard work by staff in refining the Board's ambitious goals to make them more practical. Requested clarity as to the timeframe for interim goals, as the Board's revision states June 2024 to 2030 a six-year increment, and those recommended by staff are in two-year increments.

For the record, Board members had comments/questions pertaining to slide no. 9, Draft: Interim Goals for Literacy Intervention. A summary is as follows:

Member Wittrup expressed appreciation to Interim Superintendent Her for the courage to lift up this work. Asked how the district will make sure students with disabilities, students with an Individual Educational Program will not be left behind.

Member Jonasson Rosas acknowledged the hard work by staff. Commented that the language of more than one grade level behind and not meeting standards are two different things and the language should match, be concise and consistent.

Member Jonasson Rosas requested clarity as to why the interim goals go to 2026 on slide no. 8 but to year 2028 on slide no. 9. Suggested the years be consistent, and to match language, used performance band as an example.

Member Levine shared unease that the timetables are different on interim goals from goal to goal. Referenced the suggested revision for the Board goal for literacy intervention and asked if now knowing that X% equals 44% will that change the listed goal of 50%.

Member Thomas shared concern regarding the writing assessment and commented that the district struggles with scoring entries for Computch and Manchester; worried about the rubric used as interpretations vary.

Member Thomas referenced the second bullet of the interim goal and commented that 40% and 90% are ambitious and does not want the district to over promise. Member Thomas requested clarity as to the new screening process and would like to be sure everything is ironed out before adopting the interim goals.

President Davis commented that because there is a difference between one grade behind and not meeting standards the district will need to be very intentional and clear about what the district will deliver to students.

For the record, Sue Deigaard with Council of the Great City Schools provided coaching.

Elizabeth Jonasson Rosas asked if the Board did not adopt the revisions presented, would staff need to bring the item back to a future meeting.

Clerk Islas commented that when creating the goals the intention was to have a goal focused on disadvantaged students who did not meet standards, and then, with intention to create interventions and goals to help students achieve; and whether it is said students behind a grade or students not meeting standards Clerk Islas would like to be sure the district is not losing the original intent and the focus.

Clerk Islas commented there could be a larger population of students not meeting standards compared to students who are behind a grade level. Clerk Islas commented the Board was originally looking at reading but it is okay to broaden if it still centers the district to look at students who are behind and the district is creating energy and focus to help student achievement and overall student outcomes.

For the record, Board members had comments/questions pertaining to slide no. 10, Draft: Interim Goals for College and Career Readiness. A summary is as follows:

President Davis asked the student board members if they knew the definition of CCI.

Member Jonasson Rosas suggested that if every student is measured, why not send a report card. Requested clarity as to how including Mathematics as an interim goal will help meet the goal.

Member Cazares thanked staff for their work interpreting the Board's draft goals. Referenced the second bullet of the interim goal and commented it will have to involve ensuring ninth graders have a wide array of options available to them when entering ninth grade, and commented this goal requires more thought as to whether extra work during eighth grade is required or adapt to tenth through twelfth grades.

For the record, Board members had comments/questions pertaining to agenda slide no. 11, Draft: Interim Goals for Life Skills. A summary is as follows:

Member Wittrup requested clarity as to if a Portrait of a Learner is a criteria reference rather than standardized, asked about benchmark competencies, and what evidence was used for choosing Portrait of a Learner.

Member Cazares commented that during the trustee community listening sessions one value heard most from parents is how does the district envision involving parents in bringing the goals to life, how will the district hear parent values and not implement district values on their children.

Member Jonasson Rosas suggested narrowing the goal to graduates rather than the entire population.

For the record, Board members had comments/questions pertaining to slide no. 14, Draft: Interim Guardrails for Community Engagement. A summary is as follows:

Member Levine thanked Dr. Castillo for sharing thoughts that went into tying student achievement to the suggested revision. Requested clarity as to if because the Board did not provide a definition for what a major decision consists of if staff then came up with their best interpretation. Member Levine commented that this is a good example of what is left unsaid is left up to interpretation and the Board needs to define what a major decision is within the goal.

Member Jonasson Rosas commented it could be a dollar amount as well, not just the impact. Member Jonasson Rosas commented that the Board is looking at student outcomes, but often angry people attend board meetings, and the topic is not tied to student achievement. Commented on understanding the intention; however, anything that has the ability to make people very angry has the ability to district and divide and take the focus away from academic achievement; such as racism and inequality, there could be a ton of major decisions that the Superintendent would have to weigh in on that might need a community engagement plan that are not academic.

President Davis commented that Member Jonasson Rosas's comments were well heard as distractions, divisions, and anger impact students, student achievement, and student attendance.

For the record, Board members had comments/questions pertaining to agenda item slide no. 15, Draft: Interim Guardrails for Equitable Access. A summary is as follows:

Member Wittrup requested clarity as to why the conversation switched to teacher training and presentations by the Superintendent rather than student outcomes and commented that Universal Design for Learning is not adequate to capture what needs to be done for students with disabilities.

Member Wittrup commented that this guardrail may need revisions to capture and make sure students with disabilities will make progress in any classroom.

For the record, Sue Deigaard with Council of the Great City Schools provided coaching.

Member Jonasson Rosas commented that this guardrail is about disproportionality and meeting the goals. Member Jonasson Rosas commented that talking about it does not mean it is not going to happen, commented that a guardrail for the interim goals could be lowest subgroup is not more than one standard deviation away from the highest subgroup; this would be a way to ensure everyone is moving together and it is understood that the achievement gap is closing.

For the record, Board members had comments/questions pertaining to agenda item slide no. 17, Draft: Interim Guardrails for Health and Wellness. A summary is as follows:

Member Cazares referenced the first bullet and commented does not know if participation in the culture and climate survey is indicative of increasing health and wellness. Commented that the third bullet connects more with the survey response and requested staff to think about changing the first bullet, so it is more reflective of health and wellness. Member Cazares referenced the second bullet and asked staff to remove the words the majority of teachers.

Member Levine requested clarity as to whether a student safety component should be more explicit in the guardrail.

For the record, Carlos Castillo, Ed.D., Carmen Rodriguez, Ed.D., Marie Williams, Ed.D., David Chavez, and Interim Superintendent Her were available to provide clarity.

B-2, **DISCUSS and ADOPT Goals – G1**

For the record, the Board received zero (0) requests from the public to address agenda item B-2.

For the record, Board members had comments/questions pertaining to agenda item B-2, Discuss and Adopt Goals. A summary is as follows:

Member Jonasson Rosas commented that she could move for adoption with edits, as follows:

Draft Board Goal for Early Literacy does not require revisions.

Draft Board Goal for Literacy Intervention requires a revision as follows: the percentage of third through eighth grade students who are more than one year

behind as measured by iReady on English Language Arts who make more than one year growth will increase from the current percentage in June 2024 to 50% by June 2030. Member Jonasson Rosas recommended staff keep it aligned to the year's growth versus the Smarter Balanced Assessment Consortium (SBAC), since the SBAC is not taken every year, cleaning it up so it is consistent with what was discussed.

Member Cazares requested clarity as to if iReady identifies students that are more than one year behind.

Member Thomas commented the SBAC is important and does need to be named in the interim goals. At this time, a discussion began pertaining to the grades in which the SBAC is given after which Member Thomas removed her comments.

Member Jonasson Rosas asked if fellow colleagues are okay with the one-year language.

Member Levine requested Member Jonasson Rosas to repeat the question.

Member Jonasson Rosas commented that when the Board met December 19, the Board looked at the language of one-year behind and making one-year's growth versus the meeting standard and not meeting standard.

Member Levine requested to hear from staff their thought process for making the suggested change.

For the record, Sue Deigaard with Council of the Great City Schools requested the question be repeated due to interference and delays in the live feed.

Member Wittrup commented that the literacy intervention goal needs strengthening to ensure special education students are included as they often fall behind when this type of goal setting takes place.

Member Wittrup shared support for the recommendations made by fellow trustees but commented it might be too much now and recommended the item return for consideration to the next meeting.

President Davis commented the Board is on a tight timeline, January 31, 2025, the goals and guardrails are to be adopted and at the February 12 meeting the Board will address what the search committee should look for in a candidate for superintendent.

Member Wittrup commented on not being able to get to a yes today.

Member Jonasson Rosas commented the Board is not approving the interim goals.

Interim Superintendent Her commented the Board does not approve the interim goals but does need to approve the goals.

President Davis shared the Board does have the option to hold another Board meeting or workshop.

For the record, Sue Deigaard with Council of the Great City Schools provided coaching.

Member Jonasson Rosas commented that her motion is for the first draft goal and third draft goal to remain as is.

President Davis requested Member Jonasson Rosas to clarify first and third.

Member Jonason Rosas confirmed the Draft Board Goals for Early Literacy, and the Draft Board Goal for College & Career Readiness can remain as is, no revisions required.

Member Jonasson Rosas confirmed edits are required for the Draft Board Goal for Literacy Intervention to read as follows: the percentage of third through eighth grade students who are more than one year behind on English Language Arts as assessed by iReady and who make more than one year growth will increase from insert percentage in June 2024 to insert percentage by June 2030, it could be 50% if that is still reasonable.

Interim Superintendent Her requested clarity as to whether the Board is suggesting staff use iReady.

Member Jonasson Rosas requested clarity as to the difference.

Marie Williams, Ed.D., provided clarity.

Member Jonasson Rosas restated the earlier recommendation for revision to the Draft Board Goal for Literacy Intervention to read as follows: the percentage of third through eighth grade students who are more than one year behind standards on SBAC English Language Arts and who make more than one year growth will increase from 10% in June 2024 to 50% by June 2030.

Member Jonasson Rosas recommended revisions to Draft Board Goal Life Skills as follows: rather than using the entire student body to use graduates.

Interim Superintendent requested clarity as to whether Member Jonasson Rosas would like staff to focus on a specific group.

Member Jonasson Rosas commented PS through 12th grade is too broad, and using the word graduates makes the most sense as graduates are demonstrating the Portrait of a Learner.

Member Thomas commented that the Board needs to know the progression, but it is fine if different grades are chosen.

Member Jonasson Rosas suggested the use of a percentage of students graduating elementary, a percentage of students graduating middle school, and a percentage of students graduating high school.

Member Cazares requested clarity as to the reason the Board chose fourth through eighth grade at the December workshop. Member Cazares commented will support a target grade in elementary, middle and high school.

Member Thomas asked if the motion could be made, so staff can go back to the drawing board.

Legal Counsel asked if the Board was clear on the requested edits.

Member Jonasson Rosas requested clarity as to if Board colleagues were clear on goals 1, 2, and 3.

Member Levine commented on being glad SBAC is being left in goal two and requested confirmation that more than one grade level behind is being used rather than not meeting standards. Requested clarity as to what the benchmark goal would be.

President Davis asked Board colleagues if they were good with goals 1, 2, 3, and 4.

Member Thomas shared concerns with SBAC being left in goal two.

Member Jonasson Rosas commented that the intent was to make sure the interventions put in place were working, focused on helping students that were the most behind to make progress.

Interim Superintendent Her asked if the Board would like this to be an intervention goal or a proficiency goal. If it is an intervention goal then the focus should be on students that are below a grade level, keeping in mind if a student moves from one grade level to the next, they may still be behind a grade level, but they are one grade level above where they started, then the district can look at how to quickly catch them up.

Clerk Islas commented there was an intention and interest that this goal be successive; students are increasing a grade level and may still be behind the following year but should continue to increase grade levels and in the end, they meet standards, it is just the approach of how to create the universe of who to target and what they should achieve.

For the record, discussion continued regarding SBAC as part of goal and iReady as part of interim goal.

Member Jonasson Rosas stated the motion as follows:

- Draft Board Goal: Early Literacy, no revisions.
- Draft Board Goal College & Career Readiness, no revisions.
- Draft Board Goal Literacy Intervention: The percentage of third through eighth grade students who are more than one year behind on SBAC English Language Arts and who make more than one year's growth will increase from X percentage in June 2024 to X percentage by June 2030.
- Draft Board Goal Life Skills: The percentage of sixth, eighth, and twelfth grade students who demonstrate benchmarked competencies in the skills listed in the Portrait of a Learner using age-appropriate assessments will increase by X% in June 2027 to Y% by June 2030.

On a motion by Board member Jonasson Rosas, seconded by Board Thomas, the Board approved agenda item B-2, Discuss and Adopt Goals with the aforementioned revisions by a roll call vote of 7-0-0-0 as follows: AYES: Board Members Cazares, Jonasson Rosas, Levine, Thomas, Wittrup, Clerk Islas, and Board President Davis.

B-3, **DISCUSS and ADOPT Guardrails – G1**

For the record, the Board received zero (0) requests from the public to address agenda item B-3.

Member Thomas motioned to adopt.

For the record, Board members had comments/questions pertaining to agenda item B-3. A summary is as follows:

Member Levine referenced Draft Board Guardrail Community Engagement and commented that because the Board did not provide a definition for major decisions staff then had to interpret the definition and asked if the Board should quantify.

Member Jonasson Rosas commented it would be incumbent for the Board to provide a definition for what the Board considers major decisions. Commented the Board could adopt the Board Guardrails with the understanding that the Board will create a definition for major decisions.

Member Jonasson Rosas referenced the suggested revision for Draft Board Guardrail Community Engagement, specifically to the language, major decisions that directly impact student outcomes/achievement, and commented that often

decisions are made that impact board meetings but do not impact student outcomes. Member Jonasson Rosas suggested any major decision have a community engagement plan.

Member Wittrup commented she could support the guardrails but would like to hear a commitment from staff to strengthen the interim guardrail to make sure students with disabilities are on the bus.

Member Thomas restated the previous motion as follows: to adopt the suggested revisions for the guardrails for Equitable Access, Effective Staff, and Health & Wellness; and to adopt the Community Engagement guardrail with the amendment to use the original draft created by the Board.

Legal Counsel asked if the motion was clear to the Board.

On a motion by Board Member Thomas, seconded by Board Member Jonasson Rosas, the Board approved agenda item B-3, Discuss and Adopt Guardrails with the aforementioned amendment by a roll call vote of 7-0-0-0 as follows: AYES: Board Members Cazares, Jonasson Rosas, Levine, Thomas, Wittrup, Clerk Islas, and Board President Davis.

B-4, **HOLD a Public Hearing in the Matter of the Sierra Charter School Charter Renewal Petition – G2**

For the record, Board President Davis opened the public hearing at 7:58 p.m.

For the record, the Board received three (3) requests to address the Board on agenda item B-4. The individuals' name and a summary of topic are as follows:

1. Armando Montero facilitated presentation for Sierra Charter School
2. Steven Muniz spoke in support of Sierra Charter School and shared personal experiences.
3. Eleyegia Rodriguez spoke in support of Sierra Charter School and shared personal experiences.

For the record, Board members had comments/questions pertaining to agenda item B-4. A summary is as follows:

Member Levine expressed appreciation for the presentation and shared concerns related to the math scores, asked if the 2023/24 scores were available. Requested Sierra Charter to provide changes over the years to student demographics, especially in areas not represented in Fresno Unified.

Member Jonasson Rosas asked from what districts Sierra Charter's students were coming. Asked why Sierra Charter did not have a completely seat-based program.

Member Islas commented that her understanding when evaluating charter schools is the Board is to look for areas of uniqueness, what is the charter offering that the district is not and asked Ms. Olais of the Charter Office if this was correct.

Member Islas requested clarity on the master-based program.

For the record, Board President Davis closed the public hearing at 8:20 p.m.

B-5, **CONDUCT and APPROVE the Board Quarterly Self-Evaluation -G1**

For the record, Sue Deigaard with the Counsel of the Great City Schools facilitated the quarterly Board Self-Evaluation.

For the record, Board President Davis called for a brief recess at 8:20 p.m.

For the record, Board President Davis Reconvened open session at 8:24 p.m.

For the record, Sue Deigaard with the Counsel of the Great City Schools facilitated the quarterly Board Self-Evaluation.

On a motion by Board Member Islas, seconded by Board Member Jonasson Rosas, the Board approved the quarterly Board self-evaluation by a vote of 7-0-0-0 as follows: Board Members Cazares, Jonasson Rosas, Levine, Thomas, Wittrup, Clerk Islas, and President Davis.

OPPORTUNITY for Public Comment on Consent Agenda Items

For the record, the Board received zero (0) requests to address the Board on the Consent Agenda.

On a motion by Board Member Thomas, seconded by Board Clerk Islas, the Board approved the Consent Agenda by a vote of 7-0-0-0, as follows: AYES: Board Members Cazares, Jonasson Rosas, Levine, Thomas, Wittrup, Clerk Islas, 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 requests, in which event, the item(s) will be considered following approval of the Consent Agenda. Pulled Consent Agenda items will be considered for approval after the Conference/Discussion Agenda.

C. CONSENT AGENDA

C-6, APPROVE Personnel List – G2

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

C-7, ADOPT Findings of Fact and Recommendations of District Administrative Board – S

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 regular meeting of the Board held January 08, 2025.

C-8, APPROVE Meeting Minutes – G2

APPROVED as recommended, draft minutes for January 08, 2025, regular meeting of the Board of Education.

C-9, ADOPT Resolution No. 25-42, Office of Public-School Construction Master Plan Requirement Acknowledgment – G2

ADOPTED as recommended, Resolution No. 25-42, Office of Public-School Construction Master Plan Requirement Acknowledgment.

C-10, APPROVE Budget Revision No. 2 for Fiscal Year 2024/25 – G2

APPROVED as recommended, Budget Revision No. 2 for fiscal year 2024/25. Periodic updates to the district's budget are presented to the Board of Education for approval. Budget Revision No. 2 includes adjustments for updated information regarding expense changes to reflect items reported in the First Interim Financial Report and necessary adjustments to support the acceptance of various grant awards.

C-11, APPROVE Grant Application to the California Commission on Teacher Credentialing - 2024 Teacher Residency Expansion Grant – G1

APPROVED as recommended, a request to write the grant application to the California Commission on Teacher Credentialing - 2024 Teacher Residency Expansion Grant. The $8 million grant proposes to enroll 200 candidates over the two project years in a multiple subject, single subject, or special education pathway in partnership with Fresno State University, Fresno Pacific University, or National University. Enrolled candidates commit to work in Fresno Unified schools for a minimum of four years after the candidate obtains their preliminary credential.

C-12, APPROVE Amendment to Agreement with Hanna Interpreting Services – G1

APPROVED as recommended, an amendment to the agreement with Hanna Interpreting Services. The request is to cover the additional expenses resulting from the increased number of newcomer students enrolled in Fresno Unified. The original agreement amount, approved by the Board on June 20, 2024, was $100,000. The requested increase brings the total to $150,000.

C-13, APPROVE Use of Individual Piggyback Contracts – G2

APPROVED as recommended, a list of nine piggyback contracts for use during 2024/25 for efficient and cost-effective procurement. This is in addition to piggyback contracts approved by the Board previously, to allow for expedited purchases related to technology equipment, maintenance equipment/supplies, natural gas /energy and library/ professional development books. Use of piggyback contracts is allowed under Public Contract Codes 10299 and 20118 and is a procurement best practice that takes advantage of competitive pricing from a contract formally bid by another school district or public agency.

C-14, RATIFY Change Orders – G2

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

Bid 21-10, Ewing Elementary School Early Learning Building and Parking Lot Improvements
Change Order 6 presented for ratification: $-162,448

Bid 24-25, Education Center Board Room Remodel
Change Order 3 presented for ratification: $42,888

Bid 24-51, Wawona Middle School Sitework and Portable Improvement
Change Order 2 presented for ratification: $-139,924

Bid 24-61, Kirk Elementary School Sitework and Portable Improvements
Change Order 2 presented for ratification: $-75,644

Bid 24-67, Bullard High School Confidential Space Installation
Change Order 1 presented for ratification: $-41,769

Bid 24-96 Sections A, B, and C, King and Lincoln Elementary Schools and Cesar Chavez Adult School Playground Equipment Replacement
Change Order 2 (Cesar Chavez) presented for ratification: $84,117
Change Order 2 (King) presented for ratification: $18,241
Change Order 2 (Lincoln) presented for ratification: $314

C-15, RATIFY the Filing of Notices of Completion – G2

RATIFIED as recommended, Notices of Completion for projects which have been completed according to plans and specifications as follows:

Bid 24-61, Kirk Elementary School Sitework and Portable Improvement

Bid 24-67, Bullard High School Confidential Space Installation

Bid 24-78 Section D, Athletic Field Rehabilitation at Tioga Middle School

OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS

For the record, the Board received four (4) requests to address the Board during Unscheduled Oral Communications. The individual's name and a summary of topic are as follows:

1. Victor Ward promoted a video yearbook.
2. Daniel O'Connell shared support for First Student
3. Monica Apodaca shared support for First Student
4. Saul Quintanilla shared support for First Student

For the record, Board President Davis ADJOURNED the Regular Board Meeting to Closed Session at 9:01 p.m.

For the record, Board President Davis RECONVENED the Regula Board Meeting at 9:07 p.m.

On a motion by Board Member Thomas, seconded by Board Member Cazares, the Board acted in closed session on a risk management settlement agreement on Nathan Gonzalez, a minor, by and through his Guardian ad Litem Lindsy Parman, Claim No. GL23-0608-9292, by a vote of 7-0-0-0 as follows: AYES: Board Members Cazares, Jonasson Rosas, Levine, Thomas, Wittrup, Board Clerk Islas, and Board President Davis.

D. ADJOURNMENT

Board President Davis ADJOURNED the meeting at 9:08 p.m.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 12, 2025

ACTION REQUESTED: ADOPT

PRIORITY GOAL: Improving Student Outcomes

TITLE AND SUBJECT: Adopt Resolution No. 25-51, Reaffirming the Month of February 2025 as African American History Month

ITEM DESCRIPTION: Included in the Board material is Resolution No. 25-51, Reaffirming the Month of February 2025 as African American History Month. All schools are encouraged to celebrate the contributions of African Americans throughout the month of February through the use of curricular materials and other school-related activities.

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

PREPARED BY: Carlos Castillo, Ed.D.

DIVISION: Diversity, Equity, and Inclusion

CABINET APPROVAL PHONE: (559) 457-3750

CABINET APPROVAL: Interim Chief Academic Officer, Carlos Castillo, Ed.D.

Carlos Castillo (Jan 31, 2025 16:00 PST)

BOARD OF EDUCATION
Valerie F. Davis, President
Genoveva Islas, Clerk
Claudia Cazares
Elizabeth Jonasson Rosas
Andy Levine
Keshia Thomas
Susan Wittrup

INTERIM SUPERINTENDENT
Mao Misty Her

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

In the Matter of Reaffirming
The Recognition of African American/Black History Month
The Month of February 2025

RESOLUTION No. 25-51

WHEREAS, Fresno Unified School District is a mosaic blending of many cultures, each with its own traditions, woven together to form the heart and soul of our diverse school district and community and

WHEREAS, African American/Black History Month is celebrated annually in February to recognize the significant achievements, contributions, and resilience of African Americans in shaping the history, culture, and progress of the United States and the world; and

WHEREAS, the Fresno Unified School District acknowledges the vital role that African and Black Americans have played in advancing social justice, education, science, politics, the arts, athletics, business, medicine, engineering, technology, and countless other fields, despite historical and systemic barriers; and

WHEREAS, Fresno Unified School District is committed to fostering an inclusive, culturally responsive educational environment where the diverse experiences and histories of all students and staff are valued and honored; and

WHEREAS, Carter G. Woodson, an African American writer, and historian, first sought to illuminate the African American experience and make known significant contributions of African Americans/Black Americans by lobbying schools and organizations to participate in a special program to encourage the study of African American history, which is now celebrated during the month of February; and

WHEREAS, the history of African and Black Americans is unique and rich, and one that has helped to define what it means to be American. The ideals of the founders of this country became more real and true for every citizen as African Americans pressed toward the equality for all, realizing their full potential as a part of this great nation.

BE IT RESOLVED that the Board of Education and our district commit to ongoing efforts to promote diversity, equity, and inclusion within our schools and community and to address any barriers that may impede the success and well-being of African American and Black students and staff; and

NOW, THEREFORE, BE IT RESOLVED, that the Fresno Unified School District Board of Education hereby proclaims February as African American/Black History Month and encourages schools, educators, students, and the community to celebrate, learn, and engage in meaningful activities that reflect the richness of Black history and culture, both in Fresno and beyond.

ADOPTED this 12th day of February 2025 by the Board of Education of Fresno Unified School District by the following vote:

AYES: ____

NOES: ____

ABSENT: ____

_____ _____

Valerie Davis, Board President Mao Misty Her, Interim Superintendent

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 12, 2025

ACTION REQUESTED: ADOPT

PRIORITY GOAL: Improving Student Outcomes

TITLE AND SUBJECT: Adopt Provisional Internship Permits

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

Site principals recommended to Human Resources that the following teachers be rehired or hired in their positions in 2024/25 due to hard-to-fill credential positions. These individuals are all working toward completing the required classes/exams by the end of 2025/26 school year.

Included for Board consideration and adoption are the recommended PIP hires:

Name	Site	Subject
Briana Arrington	Olmos Elementary	Multiple Subjects
Christina Cantu	Wawona Elementary	Single Subject
Monique Jackson	Figarden Elementary	Multiple Subjects
Cecilia Perez	Bullard High School	Single Subject

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

PREPARED BY: Annarita Howell, Assistant Superintendent

DIVISION: Human Resources/Labor Relations

CABINET APPROVAL PHONE: (559) 457-3713

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

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 12, 2025

ACTION REQUESTED: ADOPT

PRIORITY GOAL: Improving Student Outcomes

TITLE AND SUBJECT: Adopt Waiver Request for Kiza Kelsey Franco

ITEM DESCRIPTION: Included in the Board binders is a waiver request for Kiza Kelsey Franco to serve as an Adapted Physical Education (APE) teacher at Rata. Title 5 80046.1 allows the commission to grant waivers to fill unanticipated needs in an area deemed hard-to-fill.

In order for Kiza Kelsey Franco to work in an Adapted Physical Education assignment, she requires a Variable Term Waiver Request, Waiver title T5 80046.1 Professional Preparation Program for an Adapted Physical Education Credential. The Variable Term Waiver will allow Ms. Franco to work in an APE position for the 2024/25 school year.

Kiza Kelsey Franco holds a preliminary credential in general education physical education and is in a program to add the special education adapted physical education credential.

FINANCIAL SUMMARY: There is no fiscal impact to the district.
PREPARED BY: Annarita Howell, Assistant Superintendent

DIVISION: Human Resources/Labor Relations

CABINET APPROVAL PHONE: (559) 457-3977

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

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 12, 2025

ACTION REQUESTED: ADOPT

PRIORITY GOAL: Improving Student Outcomes

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

ITEM DESCRIPTION: Included in the Board Binders are Variable Term Waiver requests for Bilingual Cross-Cultural, Language and Development (BCLAD) Authorization for the 2024/25 school year.

The Education Code 44225(m) allows the commission to grant waivers to fill in an area that is deemed hard-to-fill. The candidate referenced below is working toward completing the required coursework for the Multiple Subject Credential and BCLAD authorization.

Name	Site	Credential/BCLAD Language
Yasmin Maya-Castaneda	Lane Elementary	BCLAD Waiver - Spanish
Perla Salvador	Birney Elementary	BCLAD Waiver - Spanish

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

PREPARED BY: Annarita Howell, Assistant Superintendent
DIVISION: Human Resources/Labor Relations

CABINET APPROVAL PHONE: (559) 457-3713

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

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 12, 2025

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Improving Student Outcomes

TITLE AND SUBJECT: Approve Agreement with the Department of the Air Force and Duncan Polytechnical High School

ITEM DESCRIPTION: Included in the Board binders is a five-year agreement between the Department of the Air Force and Duncan Polytechnical High School. This agreement will allow the Department of the Air Force to continue to operate an Air Force Junior Reserve Officers' Training Corps (ARJROTC) program on campus, starting July 2025 through June 2030.

The AFJROTC program teaches students the values of citizenship, service leadership, and personal responsibility. With the support of the Department of the Air force and Duncan Polytechnical High School, the AFJROTC program will foster and graduate young ci tizens of character, while providing students with service opportunities in military, national, and public services.

Currently, the AFJROTC serves 150 students, with 14 graduating seniors this year. With the continued partnership between the Department of the Air Force and Duncan Polytechnical High School, the program expects to serve up to 162 students in the upcoming years.

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

PREPARED BY: Sandra Aguayo, Instructional Superintendent

DIVISION: Instructional Division

CABINET APPROVAL PHONE: (559) 457-3750

CABINET APPROVAL: Interim Chief Academic Officer, Carlos Castillo, Ed.D. Carlos Castillo (Jan 27, 2025 15:07 PST)

2309 Tulare Street,
Fresno, CA 93721
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www.fresnounified.org

Fresno Unified School District
PURCHASING

Contract Routing Form

Contract Attached

Contract Number: 227638

Federal Funding Will Not Be Used

The Department Of The Air Force	***60 West Maxwell Blvd., Maxwell Afb, Al 36112***
Vendor Name	***Address***
334-953-0405	**Ben Young**
Phone Number	***Vendor Contact***
Term (Duration) From: 7/1/2025	**Through: 6/30/2030**
FUSD Contract Administrator: **Rene.Martinez@fresnounified.org**	**Duncan Polytech High**
Name	***Site/Dept***

Budget (Fund-Unit-Dept.-Activity-Function-Object) **N/A** **N/A** **N/A** **N/A** **N/A** **N/A**

Contract Amount: $0.00

Authorized as Not to Exceed

Scope of Work Summary: *To* Continue *Our Air Force Junior Reserve Officers Training Corps (Afjrotc) Program. It'S A 5-Year Program To Be Renewed From July 1,2025 To June 30, 2030.*

FUSD contract administrator acknowledges all individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein. Yes

Routing Order:

1) Reviewed & approved by **Department:** Rene Eric Martinez

2) Reviewed & approved by **Cabinet Level:** Carlos Castillo

3) Reviewed & approved by **Risk Management:** Jan. 31, 2025

4) Reviewed & approved by **Chief Financial Officer:** {{Sig_es_:signer4:signature}}

Please return signed agreement back to (name/email) : Chris.Orosco@Fresnounified.Org

Routing: ***Board Date(if applicable): 2/12/2025***

DEPARTMENT OF THE AIR FORCE
AIR UNIVERSITY (AETC)

27 September 2024

MEMORANDUM FOR ALL AFJROTC HOST SCHOOLS

FROM: Holm Center/CC
130 West Maxwell Blvd
Maxwell AFB AL 36112

SUBJECT: AF/SF JROTC Memorandum of Agreement Expiration and Renewal

1. I sincerely value the partnership we have with each school willing to host an Air Force or Space Force Junior Reserve Officers' Training Corps (AF/SF JROTC) program. Our shared goal to *Develop Citizens of Character* is critically important to our youth and to our Nation.

2. The current Memorandum of Agreement (MOA) between your host school and the Air Force expires on 30 June 2025. To continue your host school's AF/SF JROTC program in School Year 2025/2026 and beyond, the Air Force must have a new MOA on file no later than 31 March 2025. Each host school must have a separate, signed MOA, even if they are in the same school district.

3. The new MOA is the Department of Defense (DD) Form 3202, *Memorandum of Agreement to Establish and Operate a Junior Reserve Officers' Training Corps Unit.* This new MOA is substantially revised, and all areas must be thoroughly reviewed. Please note, the Air Force addendum to section I.6 of the DD Form 3202 is finalized as presented, with no changes or modifications permitted. Additionally, no further amendments, codicils, etc., to any section of this MOA will be accepted.

4. To accept the new MOA, please complete the open sections on the DD Form 3202 and obtain signature from the host school superintendent or equivalent. Each school's Senior Aerospace Science Instructor can help guide the MOA through their host school district's process. Only the completed DD Form 3202 needs to be returned, as the section I.6 addendum is identically worded in all AF/SF JROTC MOAs. Once signed, please scan, and email all five pages of the DD Form 3202 to jrotc.jrs.support@au.af.edu no later than 31 March 2025. AFJROTC Headquarters will obtain the Air Force representative's signature and upload a fully signed copy to our database. Once both signatures are obtained, the new agreement is valid. Your AFJROTC instructors can retrieve a signed MOA from the AFJROTC database, if necessary.

5. If a host school does not wish to continue their AFJROTC program, please send a confirmatory letter to the same email address, signed by the host school superintendent or equivalent.

6. Please direct any questions of concerns to AFJROTC Headquarters at jrotc.jrs.support@au.af.edu.

SHEFFIELD.JOSEPH.L.1158180096
Digitally signed by SHEFFIELD.JOSEPH.L.1158180096
Date: 2024.09.27 16:30:56 -05'00'

JOSEPH L. SHEFFIELD
Brigadier General, USAF
Commander

DEPARTMENT OF THE AIR FORCE ADDENDUM TO THE DD FORM 3202 TO ESTABLISH AND OPERATE AN AIR FORCE OR SPACE FORCE JUNIOR RESERVE OFFICERS' TRAINING CORPS (AF/SF JROTC) UNIT

Purpose: This Department of the Air Force-specific addendum is referenced in Section I, Item 6 of the DD Form 3202. The specifications listed in this addendum serve to clarify or amend the standardized requirements listed on the DD Form 3202. This addendum applies to all AF/SF JROTC programs operating under HQ AFJROTC oversight. This document is word-for-word standardized across all AF/SF JROTC programs, and no edits, changes or additions are permitted by an Institution.

SECTION 1. AIR FORCE AGREEMENT: Contingent upon fulfillment of the conditions presented in Sections 2 and 3, the Air Force agrees as follows:

A. Establish and maintain an AFJROTC program. The Air Force shall establish and maintain an AF/SF JROTC program at the Institution named in the MOA, subject to the provisions of Public Law, DoD and Air Force publications, the MOA, and continued approval and funding by the Secretary of the Air Force (SECAF).

B. Prescribe the course of study. The Air Force shall prescribe all AF/SF JROTC program academic course policy and course content, provide all curriculum text, most teaching aids, and other academic text supplies associated with the conduct of the AFJROTC program.

C. Provide instructor certifications. The Air Force shall issue and hold the certification for all AF/SF JROTC instructors. The Air Force shall screen, approve, and certify qualified Air Force or Space Force officers and enlisted members to teach and administer the AF/SF JROTC program in an Institution. As the certifying authority, the Air Force maintains an inherent need-to-know of all information related to an AF/SF JROTC instructor's performance, conduct and employment status. The Air Force shall communicate with the Institution on all matters concerning instructor performance and conduct, as well as any changes in instructor certification.

D. Provide supply support. The Intuition shall ensure all Air Force owned/purchased property is secured and protected against theft and damage. The Institution shall appoint a Military Property Custodian to be responsible for all Air Force uniforms, supplies, and equipment authorized by applicable Air Force Tables of Allowance and purchased with Air Force funding. The title of ownership for all property and equipment provided to the Institution is retained by the Air Force, unless expressly transferred to the Institution in writing.

E. Provide financial support:

1. The Air Force shall reimburse the Institution one half the Minimum Instructor Pay amount, for each instructor, each month for a minimum of 300 calendar days (ten (10) calendar months) each operating school year, up to a maximum of 12 calendar months. Instructor employment dates shall begin on or after 1 July each year and end on or before 30 June

each year and will be reflected on the annual DD Form 2767. The Air Force cost share of the minimum pay due to an AF/SF JROTC instructor is established in 10 USC, Section 2031 and clarified in paragraph 2.C.5.

2. The Air Force shall reimburse the Institution, within the fund limitations imposed by the Air Force and within guidelines of Air Force publications, for costs incident to:

   a) The procurement, transportation, packing, unpacking, crating, and normal maintenance of uniforms, supplies, equipment, and instructional materials required by the Air Force.

   b) For required vehicle transportation for logistical support and field trips in support of the AF/SF JROTC program to locations 41 driving miles or more from the school (see section 2.B.1 for trips 40 driving miles or less). The rate of reimbursement shall not exceed the normal commercial rate schedule in the area or the usual rate that the Institution has established for staff travel.

   c) Meals for AF/SF JROTC students, and lodging costs for AF/SF JROTC students and instructors during official AF/SF JROTC activities away from the Institution.

F. Provide information management support:

1. The Air Force shall publish and disseminate accurate and sufficient information and policy guidance concerning unit operations and instructor management to enable the Institution to properly operate the AF/SF JROTC program and support the AFJROTC mission of citizenship development.

2. The Air Force shall provide the necessary software/database access to support the supply management, budget management, and other reporting functions required by the Air Force. Any information technology equipment purchased by the Air Force for the Institution remains property of the Air Force.

SECTION 2. INSTITUTION AGREEMENT. Contingent upon fulfillment of the conditions presented in Sections 1 and 3, the governing authorities of the Institution agree as follows:

A. AFJROTC Program Infrastructure:

1. **Establish an AFJROTC program.** The Institution shall establish the AF/SF JROTC program in accordance with the provisions of Public Law, DoD and Air Force publications, this MOA, and continued approval by the Secretary of the Air Force (SECAF).

2. **Establish the AFJROTC department.** The AF/SF JROTC program shall be established and operated as a separate, integral academic, and administrative department of the Institution. This applies regardless of AFJROTC program alignment within the Institution's organizational structure.

3. **Supervise the AFJROTC department.**

a) The Institution's principal, equivalent, or designee shall be the on-site person exercising overall supervision of the AF/SF JROTC program.

b) The Institution shall recognize and support the Senior Aerospace Science Instructor (SASI) by ensuring the SASI is designated as the Head of the AF/SF JROTC Department (or equivalent title). The Institution shall ensure the SASI exercises full operational supervision of all other AF/SF JROTC instructors employed at the Institution. Additionally, the Senior AF/SF JROTC Instructor should have direct access to the principal on all AF/SF JROTC-related matters and be a member of the school leadership team.

c) The Institution's SASI shall be the AF/SF JROTC instructor possessing the highest military grade (retired grade, or current). The SASI shall hold a bachelor's degree or higher. When two AF/SF JROTC instructors are of equal military grade, and both have at least a bachelor's degree, HQ AFJROTC will determine the SASI designation.

d) The Institution shall ensure the SASI has the authority necessary to operate the AF/SF JROTC program under the leadership of the school principal, equivalent, or designee while ensuring compliance with all Air Force publications.

e) The Institution shall ensure the SASI is present in meetings where policies, recommendations, or decisions impacting the AF/SF JROTC program are made, including space allocation/utilization (especially for space during inclement weather periods), academic course scheduling, and the hiring of new AF/SF JROTC instructors. Additionally, the SASI shall be directly consulted and afforded an opportunity to provide formal input during any performance/disciplinary meeting, investigation, or potential discharge of AF/SF JROTC instructors employed at the Institution.

f) Schools will ensure AFJROTC is a safe environment, maintained free from any form of sexual harassment, sexual assault, any other sexual related misconduct, or any form of verbal/nonverbal harassment or mistreatment.

B. Provide classrooms, office space and technology. The AF/SF JROTC program shall be provided the necessary classroom facilities and office space for the efficient and effective accomplishment of both AF/SF JROTC program academics, and other AF/SF JROTC program activities and objectives. The facilities provided shall be equal to or greater (quantity/quality) than those provided to other programs/courses/activities in the same Institution. The Institution shall furnish appropriate and sufficient technology (i.e., computers, software, projectors, etc.) to conduct AF/SF JROTC academics, and other AF/SF JROTC program requirements. The Institution shall provide the same data system access to all employed AF/SF JROTC instructors that is provided to all other teaching faculty, regardless of any academic degree held, or faculty categorization considerations. The Institution shall ensure network firewalls are configured to allow regular access to AFJROTC data systems.

1. **Provide Transportation.** The Institution shall provide transportation for all AFJROTC students to complete a mandatory field trip once per academic term. Transportation shall be provided at no cost to AFJROTC students, instructors, or the Air Force, for trips up to 40 driving miles one way. Beyond 40 driving miles one way, the provisions of section 1.E.2 applies.

2. **Provide drill areas.** The Institution shall provide and maintain a minimum area of 2,500 square feet to support drill and ceremony instruction year-round. The provided space shall be level, unobstructed, free of vehicular or pedestrian traffic with student safety paramount. Planning and scheduling shall be purposeful to ensure AF/SF JROTC has regular/recurring access and use of indoor facilities during inclement weather periods. The SASI shall be an integral member of all space utilization/master scheduling meetings and discussions to ensure adequate drill space is not overlooked or omitted.

3. **Provide climate-controlled storage space.** The Institution shall provide and maintain a minimum of 400 square feet of climatically controlled storage space for the protection and care of uniforms, supplies, and equipment used in the AF/SF JROTC program. The storage space shall be near the other AF/SF JROTC facilities, must be appropriately organized (i.e., hanging racks, shelves, drawers, etc.) to neatly store and maintain Air Force property. The storage space must be limited to the exclusive use of the AF/SF JROTC program and must be constructed so that access is denied to unauthorized personnel. As the size of the AF/SF JROTC program increases, additional storage space shall be provided in a proportional manner. IMPORTANT: The requirement for climate-controlled storage applies year-round. Special consideration must be given to periods of time where the school is not fully occupied or being utilized (i.e., summer recess) to ensure continued climatic controls are maintained. Any loss or damage to uniform items, or repair or cleaning costs resulting from unused, inoperable, inadequate, or failed climate control systems is expressly the responsibility of the Institution.

4. **Ensure security of replica weapons, air rifles, and sabers.** The Institution shall ensure that any AF/SF JROTC replica weapon, air rifle, or saber, regardless of how purchased, is tracked, stored and secured in accordance with current Air Force publications.

C. AFJROTC Instructor Staffing:

1. **Ensure minimum staffing in the AFJROTC program.** An Institution shall employ a minimum of two certified AF/SF JROTC instructors, normally one commissioned officer and one enlisted, regardless of student enrollment in the AF/SF JROTC program. Should a program have a vacancy, the Institution agrees to fill it when qualified and certified candidates are available, within the appropriate grade category of candidate (officer/enlisted as required by HQ AFJROTC).

2. **Evaluate employment candidates.** The Institution shall not delay or postpone actions necessary to fill a valid AF/SF JROTC instructor vacancy when certified candidates are available. The Institution shall ensure any local application process, interviews, hiring panels, or hiring decisions of available certified instructor candidates are conducted in a timely manner, without regard to an Institution's qualifications for non-AF/SF JROTC faculty positions, or any annual timelines for hiring other faculty members, due to this unique MOA relationship. Instructors employed in an Institution to teach AF/SF JROTC shall only be those individuals who possess a valid AF/SF JROTC instructor certification from the Air Force. The Institution makes the ultimate determination if any certified instructor is suitable to be employed as their AF/SF JROTC instructor.

3. **Perform employment background checks**. Any background check(s) or associated processes required by an instructor candidate to meet an Institution's employment requirements shall be conducted at no expense to the Air Force.

4. **Provide instructor employment contracts**. For AFJROTC purposes, a 'school year' begins no earlier than 1 July and ends no later than 30 June. The Institution shall provide AF/SF JROTC instructors with an employment contract with the Institution as the employing agency, with employment contracts beginning on or after 1 July each year and ending on or before 30 June the following year. The Institution verifies all AF/SF JROTC instructor employment contracts with the Air Force via the DD Form 2767. The annual contract duration for an AF/SF JROTC instructor must be a minimum of 300 calendar days except for instructors initially employed after the beginning of, or during, the regular Institution school year. The contract may be administered using regular district procedures as long as the minimum calendar days are met, the Minimum Instructor Pay is provided in accordance with Section 2.C.5, and otherwise is in accordance with this agreement.

5. **Provide Minimum Instructor Pay (MIP)**. Each instructor's monthly MIP amount is prescribed by the Air Force. MIP is the minimum amount of gross monthly compensation payable to each instructor, for each full calendar month of employment as verified on the DD Form 2767. MIP shall be a standalone amount, itemized/categorized independently from any additional stipends, bonuses, or supplements if applicable. The MIP amount due must be paid to each instructor, each full calendar month employed, regardless of the number of workdays required in a calendar month. For partial months employed, the MIP amount must be divided by 30 to get a daily MIP rate, then multiplied by the number of calendar days employed that month. The Institution is encouraged to pay instructors above the monthly MIP commensurate with their experience, education level, local cost of living, after school activities expected, etc. to attract and retain the best instructors. NOTE: The Institution shall not delay full and timely payment to an AF/SF JROTC instructor while awaiting an Air Force MIP reimbursement (see Section 2.C.7).

6. **Consider extended contracts and targeted stipends.** Contract periods (above the mandatory minimum of 300 calendar days (see Section 2.C.5) are strongly encouraged to allow year-round management and control of Air Force Property, and to allow compensated time for AF/SF JROTC-sponsored summer events, such as summer

leadership courses. Targeted stipends above the MIP are encouraged to compensate instructors for before school, after-school, and weekend AF/SF JROTC activities.

7. **Receive Air Force MIP reimbursements.** Per the provisions of paragraph 1.E.1, the Air Force shall reimburse the Institution one half of the prescribed MIP amount, each calendar month, for the period of employment as verified on each AF/SF JROTC instructor's DD Form 2767. The Air Force's responsibility is limited to the period of employment specified on the DD Form 2767, up to twelve (12) calendar months. NOTE: This reimbursement is to offset the Institution's cost of instructors, not to be an additional amount to be distributed to, or serve as additional salary, for employed instructors.

8. **Establish financial communications.** The Institution agrees to establish and maintain an organizational email account to facilitate timely two-way communications related to MIP and the Air Force reimbursement provided to the Institution. The Air Force prescribes the MIP amount for each instructor and will send a financial statement to the Institution via the organizational email account each month which details the MIP for each instructor and the corresponding Air Force reimbursement amount.

9. **Control AFJROTC instructor duties.** The Institution shall ensure that AF/SF JROTC instructors do not teach or coach any academic class or other activity, or other than those officially part of the AFJROTC program during any regular academic day. Institutions may contract separately with an individual AF/SF JROTC instructor for time outside of the school's regular academic day to teach or coach other activities. Before such a contract is executed by the Institution, all AF/SF JROTC instructors in that Institution will be consulted to deliberately assess the potential negative impacts to AF/SF JROTC program activities, including the equitable distribution of AF/SF JROTC program duties between instructors. The Institution shall not permit any such activity, or shall terminate such activity, if it is determined that such a contract will result in negative impacts to the AF/SF JROTC program, or to the equitable distribution of duties between AF/SF JROTC instructors.

10. **Limit additional faculty duties.** The Institution shall recognize that AF/SF JROTC instructors have AF/SF JROTC program responsibilities beyond classroom teaching, such as uniform inventory and equipment management, data reporting requirements, event planning and financial management, which require a significant amount of non-academic teaching time to accomplish correctly. Considering this, as well as the restrictions stated in paragraph 2.C.9, Instructors shall not perform school security operations (such as metal detector/bag screening or armed security) or serve as a substitute teacher or monitor in any non-AF/SF JROTC class. Additionally, Instructors shall not participate in other instructional activities (i.e., advisory-like periods or study halls) without written approval (waiver) from HQ AFJROTC. AF/SF JROTC instructors are permitted to serve on committees or perform routine non-instructional duties/activities that are typically distributed across the Institution's faculty members (e.g., lunchroom monitor, bus monitor, etc.). Additionally, the Institution shall not use AF/SF JROTC program enrollment, AF/SF JROTC academic class sizes, planning periods, number of teaching periods, daily teaching

load, or AF/SF JROTC instructor non-teaching days as a factor in determining an AF/SF JROTC instructor's availability to perform any additional faculty duties.

11. **Understand employment/certification relationship.** AF/SF JROTC instructors shall be responsible to both the Institution (their employer) and the Air Force (their certifier) for proper operation of the AF/SF JROTC program and their continued personal professional conduct. In no event shall the Institution represent AF/SF JROTC instructors as Air Force employees, or Air Force representatives, other than for representing their host AF/SF JROTC program. In addition to the Institution's mandatory requirements, AF/SF JROTC instructors have mandatory responsibilities levied upon them by the Air Force. These include, but are not limited to, operating a program that meets all Air Force expectations, submitting reports, meeting deadlines, tracking Air Force property, issuing, and collecting uniforms, and identifying and reporting to the Air Force any Institution noncompliance with this MOA or other Air Force publications.

12. **Credentialing and licensing of AFJROTC instructors.** AF/SF JROTC instructors will receive AF/SF JROTC-specific training and instructor certification from the Air Force. Any professional development, background checks, training, licenses, or credentialing requirements required by the state, or the Institution shall be accomplished at no expense to the Air Force.

13. **Consider additional AF/SF JROTC instructors.** Additional instructors (above the minimum of two) may be authorized when an AF/SF JROTC program's "teaching load" increases to 151 cadets and increments of 100 thereafter. In absence of Institution support for an additional AF/SF JROTC instructor position, the Institution shall cap student enrollment in the AF/SF JROTC program as required to meet this mandate. The definition of "teaching load" is codified in AFJROTC Instruction 36-2010.

14. **Ensure professional instructor appearance.** AF/SF JROTC Instructors shall always present a professional military appearance. Instructors must meet and maintain Air Force uniform wear, personal grooming, and overall appearance standards. The aforementioned factors are conditions of their continued certification. The Institution must ensure AF/SF JROTC instructors wear the Air Force-prescribed attire and maintain all associated standards when performing their official AF/SF JROTC duties.

15. **Monitor and report instructor performance and behavior.** The Air Force holds the certification of all AFJROTC instructors, and therefore the Air Force maintains the inherent need to monitor instructor behavior and receive detailed information regarding instructor performance, professional conduct, and employment status at any time.

    a) **Mandatory notifications.** The Institution shall officially notify the Air Force within one (1) business day, and with full and complete details, when any of the following involving an AF/SF JROTC instructor are suspected or known: an allegation made against an instructor by any person, an investigation involving an instructor for any reason, any administrative leave or suspension being considered or issued to an instructor, any civil misconduct discovered, any arrest or crime alleged/reported, any

potential violation of an Institution's policy (ies), any student or parent complaint, any written administrative counseling, written directive, or written/verbal reprimand, any deficient performance discovered or inappropriate behavior alleged/reported, or any changes in the employment status or pay status of an instructor.

b) **Mandatory information.** When notification is required by 2.C.15.a., the Institution shall provide to the Air Force full and complete details about the allegations and/or situation, and the district's assessment of the potential severity and potential impact of the situation (regardless of any investigation status) to permit the Air Force to assess any immediate or necessary certification actions. The Institution agrees to provide a full and timely response to the Air Force when asked questions about any reportable situation. NOTE: the Institution's notification to the Air Force shall not include personally identifiable information of anyone other than the AF/SF JROTC instructor(s) involved. When an investigation is completed, the school shall provide HQ AFJROTC a written response detailing the final findings/outcome, with personally identifiable information of any non-AFJROTC instructors redacted.

c) **Investigation timeliness.** Due to the cost-shared relationship of AF/SF JROTC instructors, the Institution agrees to adjust and/or reprioritize internal resources to complete any AF/SF JROTC instructor-focused investigation in an expedited manner, but no later than 30 calendar days after an allegation is known. When an investigation cannot be fully completed in 30 calendar days, the Institution shall provide the Air Force a comprehensive explanation of the reason(s) for the delay, with weekly updates required thereafter until the investigation is completed.

16. **Perform instructor evaluations (Institution-directed).** The Institution may conduct annual instructor evaluations of AF/SF JROTC instructors using the same instrumentalities and rubrics they to evaluate all faculty members. Discovery of any poor instructor performance shall be reported to HQ AFJROTC within three (3) business days of discovery.

17. **Perform instructor evaluations (Air Force-directed)**. The Institution shall complete annual instructor evaluations of AF/SF JROTC instructors using the AFJROTC Form 98, *Instructor Performance Evaluation* per Section III, Item 4.b) (2) of the DD Form 3202. These evaluations shall be completed each school year no earlier than 1 December and no later than 15 May. These annual evaluations shall be transmitted electronically to HQ AFJROTC immediately upon completion.

18. **Terminating instructors**. As the employer, the Institution has the right to terminate or non-renew the employment of an AF/SF JROTC instructor in accordance with regular Institutional rules and policies, and without prior consultation with the Air Force. However, when a termination/non-renewal event is projected or occurs, the Institution shall inform the Air Force of the event, along with full details of the associated circumstances, within one (1) business day. Should an instructor resign in lieu of termination, or resign in lieu of the Institution pursuing termination proceedings, this shall be specifically reportable to the Air Force, along with full details within (1) business day.

19. **Instructor suspended certifications or decertifications.** HQ AFJROTC may suspend the certification of an AF/SF JROTC instructor for a specific cause. If an AF/SF JROTC instructor is placed under suspended certification, performing AF/SF JROTC duties is prohibited and contact with any AF/SF JROTC students is prohibited. The instructor's paid or unpaid status is at the discretion of the school district.

20. **Instructor decertifications** Should the Air Force decertify an AF/SF JROTC instructor, it is effective immediately and the associated cost share is terminated. The school may choose to continue their employment in a non-AF/SF JROTC capacity or choose to terminate their employment. Decertified instructors are entitled to appeal the decertification and seek certification reinstatement. If an appeal to the decertification is filed and is successful, their AF/SF JROTC certification may be reinstated (with or without conditions), and the Institution may return them to AF/SF JROTC employment.

21. **Reporting unpaid/underpaid periods of employment.** The Institution shall notify the Air Force within three (3) business days of any unpaid period of employment, or any period of employment where the Minimum Instructor Pay was not provided.

22. **Understand intra-district instructor transfers.** In no case will an AFJROTC instructor be directed to move to another Institution, or permitted to transfer to another Institution, or otherwise be reassigned to another Institution unless they fully meet Air Force transfer eligibility requirements as prescribed in Air Force publications, or they are provided an approved waiver from the Air Force (in advance). Transferring an instructor triggers an automatic recalculation of their Minimum Instructor Pay amount.

D. AFJROTC Student Enrollment.

1. **Conduct an all-inclusive AF/SF JROTC program.** Voluntary student enrollment and continuing enrollment in the program shall be conducted without discrimination. This discrimination prohibition does not include denying enrollment into AF/SF JROTC, or removing a student from AF/SF JROTC, when that student does not initially agree to meet and maintain AF/SF JROTC standards, or once enrolled, fails to meet and/or maintain AF/SF JROTC standards including, but not limited to uniform wear, grooming and personal conduct standards.

2. **Meet minimum voluntary enrollment.** The Institution must maintain a minimum voluntary enrollment in the AF/SF JROTC of at least a) 10 percent of the Institution's student population (population of grades 9-12 only), or b) 100 students, whichever is less. While all students in the high school are encouraged to voluntarily enroll in the AF/SF JROTC program, actual enrollment shall only be determined by counting those students who voluntarily meet, and subsequently maintain, the mandatory program requirements of continued enrollment in AF/SF JROTC. NOTE: If individual 8th grade students are enrolled in AF/SF JROTC classes, the 8th grade student population will not be included in the overall school population statistics.

3. **Ensure minimum grade level enrollment in AF/SF JROTC.** The Institution shall ensure voluntary AFJROTC enrollment is available to all high school students (grades 9-12 only). Eighth grade students can enroll in AFJROTC only if the 8th grade facilities are collocated with the facilities housing grades 9-12 (transporting an 8th grade student to an AFJROTC class is not permitted).

4. **Ensure equitable class scheduling.** The scheduling of all AF/SF JROTC program academic courses shall be planned and accomplished in a manner that makes it equally convenient for students to participate in AF/SF JROTC academic courses as it is for other programs/courses offered by the Institution. NOTE: Institutions operating on a 4x4 schedule should only enroll students in an AF/SF JROTC academic course for one academic term per school year unless exceptional circumstances exist.

5. **Provide access to feeder schools**. The Institution shall ensure that AF/SF JROTC instructors are granted the necessary time and access to feeder schools to effectively advertise and promote the AF/SF JROTC program to future 9th grade students. Failure to do so may result in low enrollment.

6. **Permit only voluntary student enrollment.** The Institution will ensure all enrollments of students into the AF/SF JROTC program are conducted with the prior knowledge and endorsement of the SASI. Prospective AFJROTC students must be fully informed of all mandatory AF/SF JROTC requirements before being allowed to enroll into the AF/SF JROTC program. Only students who voluntarily choose to meet and maintain acceptable standards of AF/SF JROTC uniform wear, AF/SF JROTC grooming standards and personal conduct standards shall be enrolled into, and permitted to remain in, the AF/SF JROTC program.

7. **Permit only full-time student enrollment**. No student shall be enrolled in the AF/SF JROTC program when any non-AFJROTC academic requirements will knowingly create a period of absence for that student from taking the full-length AF/SF JROTC academic course.

8. **Satellite units**. All AF/SF JROTC program instruction shall take place at the host Institution. However, travel to an adjacent 9th grade academy, operating directly under the host Institution is permitted.

9. **Consider crosstown enrollment agreements**. Students from other local schools may participate in the AF/SF JROTC program at the host Institution under the following conditions:

   a) Travel by students from other local schools to the host Institution shall be scheduled to ensure that the arrival and departure of the crosstown students permits full class period attendance at the host Institution each academic day.

b) Travel by students from other local schools to the host Institution to participate in AFJROTC academic courses, as well any before/after school AF/SF JROTC program activities, must be conducted at no expense to the Air Force.

c) The principal of the host Institution maintains overall supervisory responsibility of the AF/SF JROTC program and may terminate the crosstown agreement at any time.

d) Principals from all schools involved must agree in writing.

e) Instructors may not travel to crosstown schools to conduct AF/SF JROTC instruction.

f) Crosstown agreements cannot be used to facilitate any 8th grade student attendance.

10. **Ensure students meet and maintain AF/SF JROTC uniform wear and grooming standards.** Students enrolled in the AF/SF JROTC program must wear the prescribed AF/SF JROTC uniform as prescribed by HQ AFJROTC directives. Anytime a student is wearing the AF/SF JROTC uniform, they shall abide by all Air Force standards for correct uniform wear, proper grooming standards, and proper personal conduct. The uniform wear requirement shall be a full-day requirement, not limited to an AF/SF JROTC classroom or the AF/SF JROTC class period but will include all non-AF/SF JROTC classes attended by the student. However, when other clothing is specifically required by non-AF/SF JROTC classes, such as shop, culinary, or physical education, changing is allowed for the duration of the non-AF/SF JROTC class only.

11. **Ensure students meet and maintain AF/SF JROTC personal conduct standards.** While enrolled in the AF/SF JROTC program, students are required to meet and maintain standards of personal conduct that are not disruptive to others and otherwise meet AF/SF JROTC program standards. Students with a history of disruptive behavior shall not be enrolled in AF/SF JROTC unless specifically screened, evaluated, and approved for enrollment by the Senior AF/SF JROTC Instructor. Students who exhibit uncorrected disruptive behavior or fail to otherwise adhere to program standards shall not be permitted to remain enrolled in AF/SF JROTC. Any student whose personal conduct negatively impacts other students' ability to focus, learn, achieve, and/or experience the AF/SF JROTC program appropriately, shall not be permitted to remain in the AF/SF JROTC program. NOTE: Students with an IEP or 504 plan may still be removed for documented cause.

12. **Uphold continued enrollment rules**. Continued student enrollment in the AF/SF JROTC program shall be in accordance with the provisions of Public Law, supporting DoD, Air Force publications, and the provisions of this MOA. The Institution agrees to make no policy that conflicts with the mandatory requirements of continued student enrollment in AF/SF JROTC, or expeditious student removal from the AF/SF JROTC environment, up to and including program disenrollment. Furthermore, on an annual basis (preferably before the school year starts), the Principal and SASI will collaborate and mutually agree upon a disenrollment process for the AF/SF JROTC program.

13. **Addressing disruptive or noncompliant student behavior.** If a student enrolled in AF/SF JROTC is found to be in violation of Section 2.C.10 or 2.C.11 of this MOA, or otherwise fails to meet minimum standards of personal conduct or program requirements, the Senior AF/SF JROTC Instructor shall immediately document the facts of the issue. The Senior AF/SF JROTC instructor shall immediately address the situation in writing with the school administration, counselors, and the parents of the student. Should the negative behavior not be immediately corrected, the Institution agrees to remove the student from the AF/SF JROTC environment while the corrective actions are being addressed and/or program disenrollment is being processed. The Institution agrees that no student will be allowed to remain in the AF/SF JROTC program with uncorrected disruptive or uncorrected non-compliance with program standards.

14. **Removal and disenrollment of AF/SF JROTC students.** The Institution agrees to always have a contingency plan in place to remove from the AF/SF JROTC environment, any student who fails to meet and/or maintain compliance with AF/SF JROTC program standards (i.e., failure to comply with uniform wear/grooming standards, fighting, drug use, school suspension, harassment, etc.). The Institution shall not sanction, nor tolerate, nor have any policy that permits the continued presence of a disruptive or noncompliant student in the AF/SF JROTC program. The Senior AF/SF JROTC Instructor shall be permitted to manage a fully compliant AF/SF JROTC program, and with proper cause, be supported by the Institution in removing a disruptive or noncompliant student from the AF/SF JROTC environment at any time during the academic term. Students removed from the AF/SF JROTC environment for behavior that cannot be corrected, shall be disenrolled from the AF/SF JROTC program. NOTE: A maximum of three (3) weeks is sufficient to complete the entire administrative disenrollment/decision process.

E. Academic Requirements:

1. **Present only AF/SF JROTC curriculum.** Only the AF/SF JROTC-prescribed curriculum will be presented by AFJROTC instructors. Deviating from the AF/SF JROTC prescribed curriculum is only permitted when specifically requested by the Institution and approved in advance, in writing by the Air Force.

2. **Grant academic credit.** All AF/SF JROTC program academic courses shall be conducted by the Institution as full term/full credit course (not partial term/partial credit) and academic credit shall be granted toward graduation requirements for successful completion of an AF/SF JROTC academic course. Academic credit granted shall be equivalent to the credit given for other academic courses in the Institution.

3. **Ensure minimum course length.** All AF/SF JROTC program academic courses shall be conducted as regular, full-time academic courses consisting of a minimum of 120 classroom hours per academic term. Crosstown agreements must ensure that the arrival and departure of the crosstown students are arranged to permit attendance of the full class period at the host Institution each day of attendance.

4. **Collect and report metrics.** The Institution shall collect and maintain data related to the academic performance and graduation data of students currently, or previously enrolled in the AF/SF JROTC program. For audit and evaluation purposes, Institutions hosting an AF/SF JROTC program shall provide to the Air Force data on gender, age, grade level, race and/or ethnicity of students enrolled in the AF/SF JROTC program. This data shall be reported to the Air Force, or its agents, when requested by the Air Force. Any data reported under this requirement must adhere to the Family Educational Rights and Privacy Act.

5. **Permit Student Participation in External AF/SF JROTC Activities.** The Institution shall not have any policies that restrict or prevent an AF/SF JROTC student from participating in any AF/SF JROTC-approved or AF/SF JROTC-funded activity. Activities may include (but are not limited to) incentive flights on Civil Air Patrol or military aircraft, marksmanship, archery, drones, robotics, or model rocketry.

F. Logistical Support & Accountability:

1. **Provide a military property custodian (MPC).** The Institution shall appoint an employee of the Institution as the MPC. Normally, AF/SF JROTC instructors are appointed to this duty, but any Institution employee may be appointed when necessary. The MPC will be empowered to perform the required supply functions incident to the acquisition, accounting, and handling of supplies, equipment and uniforms issued to or purchased with Air Force funds. The Institution shall also ensure that the appointed MPC conducts a full inventory of all Air Force funded items and performs required disposition actions before transferring the MPC duties to another individual. The school must always have an MPC appointed.

2. **Provide instructional materials**. The Institution shall provide to the AF/SF JROTC Department all the instructional aids, supplies, equipment, materials, services, furniture, computers and support, copiers, scanners and privileges afforded other academic departments at the Institution.

3. **Provide transportation.** The Institution shall provide transportation for AF/SF JROTC field trips and other off-Institution activities comparable to the transportation provided for other Institution programs, activities, or courses.

4. **Provide security and accounting for Air Force property**. The Institution shall conform to the publications of the Air Force relating to the issue, receipt, storage, safeguarding, and turn-in of Air Force-purchased uniforms, textbooks, supplies, equipment, and other educational materials at the Institution.

5. **Assume liability.** The Institution shall safeguard and retain liability for all Air Force property located at the Institution, making full restitution after all occurrences of theft, loss, and negligent or willful damage or destruction. If the Institution elects to provide an insurance policy, it shall name the United States Air Force as an additional insured.

6. **Provide funding support**. The Institution shall provide funding support to purchase unique AF/SF JROTC program-related equipment and supplies that directly support school-based activities (i.e., color guard equipment, flags, flag poles, etc.) comparable to the funding provided for other Institution programs, activities, or courses.

G. Understand AF/SF JROTC Activity Reimbursements.

1. The Institution shall fund, in advance, purchases which are specifically authorized to receive reimbursement by the Air Force, within the fund limitations imposed by the Air Force. These purchases directly support AF/SF JROTC program activities and operations and include, but are not limited to transportation, lodging, meals, uniform items, uniform alterations and dry cleaning. The Air Force provides a state tax exemption letter (with federal tax exemption number) for these purchases. The Institution (via the AF/SF JROTC instructors) shall obtain and submit documentation for authorized reimbursements in accordance with Air Force publications.

2. The Defense Finance & Accounting Service requires Institutions to establish a direct deposit System for Award Management (SAM) account, enabling an electronic funds transfer of reimbursement payments. SAM.gov accounts shall be managed/maintained organizationally at the school and/or district level. SAM.gov accounts should never be linked to an individual instructor. SAM accounts must be renewed annually. The Institution shall maintain and provide original invoices, receipts and other supporting documentation used for reimbursement in accordance with DoD and Air Force publications.

H. Other Provisions.

1. **Ensure publication compliance**. The Institution shall comply with all Air Force publications governing unit operations, AF/SF JROTC curriculum, student performance, instructor management, logistics management and financial management. Current publications are available to AF/SF JROTC instructors via the WINGS database.

2. **Provide reports and meet deadlines**. The Institution shall facilitate completion, through Air Force channels, of necessary instructor evaluations, unit self-assessment reports, program status reports, equipment inventories, academic metrics, and other recurring and periodic reports required by the Air Force. Any data reported under this requirement must adhere to the Family Educational Rights and Privacy Act.

3. **Approve chaperones to assist with AF/SF JROTC events/activities.** The Institution shall utilize school district guidance to approve chaperones to accompany cadets for local after school or weekend AF/SF JROTC events and activities if a certified instructor will not be present. This excludes overnight stays where a certified instructor must be present, ensuring the cadet-to-chaperone ratio is strictly followed. Instructors must utilize good judgment and be present for activities where an instructor needs to ensure safety or be the

Air Force representative. NOTE: Wellness/PT sessions must be monitored by a certified AF/SF JROTC Instructor with a current CPR certification.

SECTION 3. BOTH PARTIES AGREEMENT. Contingent upon the acceptance of this MOA, both parties mutually agree as follows:

A. Maintain accreditation. The Institution must maintain accreditation by a state or regional accreditation agency. Loss of accreditation shall be considered grounds for disestablishment action under paragraph 3.E.2 of this agreement.

B. AF/SF JROTC instructor training and credentialing. The Air Force may conduct periodic workshops for instructors hired to conduct the AF/SF JROTC program. The Institution shall require instructors to attend these workshops, which may be scheduled during or outside the normal academic school year. The Air Force will pay for transportation, lodging and provide per diem for these events. Any salary for these periods is at the discretion of the Institution. Attendance waivers may be authorized by the Air Force in extenuating circumstances. The Institution shall afford AF/SF JROTC instructors the same privileges and support in attending workshops and professional meetings as are given other faculty members.

C. AF/SF JROTC program assessments. Representatives of the Air Force shall be authorized to make visits to the Institution, both announced and unannounced, to assess the AF/SF JROTC program, locate and inspect Air Force property, and to ensure continued compliance with the provisions of Public Law, DoD and Air Force publications and this MOA.

D. Actions on AF/SF JROTC instructor certifications. The Air Force holds the certification for all AF/SF JROTC instructors. The Air Force retains the right to place on probation, suspend, or permanently remove the certification of an AF/SF JROTC instructor for any breach of standards. The Institution will remove any suspended or decertified instructor from the AF/SF JROTC program.

E. MOA Termination Clauses.

1. This agreement may be terminated at the completion of any regular school year by either party, or sooner by mutual agreement. If the governing authorities of an Institution decide to discontinue their AFJROTC program, they must notify the Director, Air Force JROTC in writing at: Director of AFJROTC, 60 West Maxwell Blvd, Maxwell Air Force Base, Alabama, 36112-6106.

2. Institutions which do not fulfill the provisions prescribed in this MOA, or in applicable Air Force publications, may be placed on probation, or otherwise notified of a failure to meet standards. The appropriate Institution authorities will be required to correct the deficiency within a specified timeframe or risk disestablishment of the AF/SF JROTC program.

3. The Commander, Jeanne M. Holm Center for Officer Accessions & Citizen Development, may terminate this agreement and withdraw the AF/SF JROTC program if the best interest

of the Air Force would be served by doing so, regardless of the provisions of paragraphs 3.E.1 and 3.E.2 of this MOA.

4. The governing authorities of the Institution shall, in the event of mutual or unilateral termination of this agreement, or in the event of disestablishment as prescribed by the Secretary of the Air Force, return to the Air Force all Air Force-owned equipment, supplies, uniforms, and educational curriculum materials in the custody of the Institution (to include all such items purchased using funds provided to the Institution by the Air Force) in accordance with procedures and guidance in existence or provided by the Air Force at the time of the termination of this agreement or disestablishment of the AF/SF JROTC program.

F. General Provisions.

1. This is a standardized agreement, and no language contained herein will be modified, revised, or adjusted to address the concerns of any specific Institution.

2. Regardless of changes in the original signatories, this agreement shall remain in effect until officially terminated, or superseded, under a provision of sub-section 3.E.

3. The agreement shall become effective upon signature by the Institution's Superintendent (or equivalent), and the Director of Air Force Junior ROTC.

4. The DD Form 3202 and this addendum represents the entire agreement and supersedes any prior agreement, understandings, or representations between the Air Force and the Institution pertaining to the establishment and maintenance of an AF/SF JROTC program.

5. This agreement will be reviewed for currency as determined by the Air Force. The Air Force reserves the right to mandate renewal of this agreement by both parties if significant program changes occur.

6. This agreement is governed by and shall be construed under Public Law.

7. Unless expressly stated in writing, signed by the Air Force, the waiver by the Air Force of any act, duty, or obligation required of the Institution hereunder shall not be construed as a waiver of any other, or of any future act, duty, or obligation to be performed by the Institution.

8. Nothing in this agreement will be construed as obligating the Air Force, their officers, employees, or agents to expend any funds more than the appropriations authorized for such purposes in violation of the Federal Anti-Deficiency Act (31 USC Section 1341).

9. Each signatory of this agreement certifies he or she is fully authorized to enter into the terms and conditions of this agreement and to execute the same to effectively bind each party to its terms.

10. The Institution shall adhere to a policy of non-discrimination against students or instructors based on race, ethnicity, religion, national origin, gender, or any other category prohibited by law.

11. Unless otherwise stated herein, notices under this agreement must be in writing and shall be effective upon positive confirmation of receipt.

12. In accordance with Sections 1, 2 and 3, all parties agree and will comply with the provisions of this Addendum.

(signatures are collected on the DD Form 3202)

MEMORANDUM OF AGREEMENT BETWEEN the Department of the Air Force
(Military Service)

AND Fresno Unified School District
(Name of School District)

TO ESTABLISH AND OPERATE A JUNIOR RESERVE OFFICERS' TRAINING CORPS UNIT

Form Approved
OMB Number 0704-0680
Expires 02/28/2027

The public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Director of Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send your form to the appropriate Service Representative

Privacy Advisory
Disclosure of this information is voluntary and will be used to provide notice and communication related to this Memorandum of Agreement. When completed, this form contains personally identifiable information and is protected by the Privacy Act of 1974, as amended

This Memorandum of Agreement (MOA) is hereby entered into by and between the Department of the Air Force *(Military Service Name)* acting through the Holm Center Commander *(first General/Flag Officer Command above JROTC Program Office)*, and Fresno Unified School District *(School District Name) (collectively the Parties)* for the establishment of a Junior Reserve Officers' Training Corps (JROTC) Unit at Duncan Polytechnical High School *(Name of School Hosting the Unit)*, pursuant to United States Code, Title 10, Subtitle A, Part III, Chapter 102, §§ 2031-2036 and reference I.2. herein.

The purpose of the JROTC program is to instill in students in United States secondary educational institutions the values of citizenship, service to the United States (including an introduction to service opportunities in military, national, and public service), personal responsibility and a sense of accomplishment. Upon execution by the Department of the Air Force *(Military Service Name)* on the date of signature below, a JROTC unit is established at Duncan Polytechnical High School *(Host School)* consisting of students voluntarily enrolled. This MOA together with the Military Service Addendum herein (reference I.6) contain the Parties' entire agreement and outlines terms and responsibilities for both the Military Service and the School District.

I. **REFERENCES.** The following references are incorporated herein and apply to both Parties:

1. 10 U.S.C. §§ 2031-2036
2. Department of Defense (DoD) Instruction 1205.13 "Junior Reserve Officers' Training Corps Program"
3. Department of Defense Education Activity (DODEA) Administrative Instruction 1443.02 "Prohibited Sexual, Sex-Based, and Other Related Abusive Misconduct Reporting and Response"
4. DD Form 3200, Junior Reserve Officers' Training Corps Instructor Prohibited Activities Acknowledgment
5. DD Form 3203, Junior Reserve Officers' Training Corps Student/Parent/Guardian Acknowledgment of Expected Standards Of Conduct And Participation
6. AFJROTC MOA Addendum (March 2024)
(Name of Military Service-specific Addendum)

II. STATEMENT OF NON-DISCRIMINATION. The DoD is committed to creating and maintaining a safe and trusted learning and work environment free from discrimination and harassment (including sexual harassment as defined by the US Department of Education in Sexual Harassment Guidance 2020). The DoD does not condone and will not tolerate hostile environments, including any created by sexual harassment, sexual assault, problematic sexual behavior in children and youth (PSB-CY) as defined in DoD Instruction 6400.01, or other related abusive misconduct of, or by, employees, students, other beneficiaries (to include and when applicable, volunteers, students, support personnel, student teachers, contractors, and parents/guardians), or anyone within the School District jurisdiction in JROTC-conducted or sponsored education and training programs and activities, committed both on and off school premises.

The following School District and Host School office handles inquiries regarding the non-discrimination policies: 2309 Tulare Street Fresno, CA 93721 *(Address)*. The following School District and Host School office handles Title IX inquiries and complaints: *(Host School District's Title IX Coordinator/ Office Address/Contact Information)*. Any JROTC student, instructor, or other beneficiary who reports that they, or someone they know, has been subjected to a violation of this MOA, including reference I.6, has the right to prompt response and intervention by an appropriate DoD/JROTC official or School District official to ensure the safety and welfare of those individuals involved. [Refer to Sections III.5 and IV below]

III. UNDERSTANDINGS OF THE PARTIES.

1. **Nondiscrimination.** Neither party shall discriminate in conducting a JROTC program. This includes denying participation in or the benefits derived from the JROTC program (e.g., admission of students, hiring of JROTC instructors who meet statutory requirements, or subsequent participation of students and instructors) on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, political affiliation, sexual orientation, marital status, disability, genetic information, age, membership in an employee organization, retaliation, parental status, military service, or other non-merit factor in its employment, programs and activities.

2. **Retaliation Prohibited.** Retaliation against an individual/individuals reporting, either verbally or in writing, an allegation or suspicion of violation of this MOA or reference I.6, or who participates in or cooperates with an investigation of such report or suspicion, is strictly prohibited.

3. **Partnership/Certification Relationship and Background Checks.** JROTC instructors serve two chains of authority and shall be responsible to both the Military Service (their certifier) and the School District (their employer) for properly operating the JROTC program and for their own professional conduct. In addition to the School District's requirements, JROTC instructors have mandatory responsibilities levied upon them by their Military Service as described in reference I.6.

   a) Both parties shall provide JROTC instructors with relevant training and their policy prohibiting harassment and abuse (e.g., annual instructor/ teacher anti-harassment training, DD Form 3200, "JROTC Instructor Prohibited Activities Acknowledgment") and inform each other on all significant personnel matters (such as suspensions or terminations) concerning instructor certification and employment. The Host School shall maintain the signed DD Form 3200 and signed DD Form 3203 and make available for review per paragraph 6.b.

b) Although the Military Service is not a party to the instructor's employment contract, the Military Service is the certifying authority for JROTC instructors and maintains an inherent need-to-know regarding any information related to performance, conduct, and employment status. As such, the Military Service shall:

(1) Conduct and fund initial and on-going background checks on JROTC instructor for certification purposes.

(2) Childcare National Agency Check with Inquiries (CNACI) investigation (re-verified every 5 years, or when triggered by an instructor's adverse credit check, any adverse instructor information identified, or a break in instructor service of more than 24 months)

(3) JROTC instructors will complete JROTC Initial Qualification Training (JIQT) prior to certification.

(4) Require all JROTC instructors to authorize the release to the Military Service of any information the School District determines is necessary to ensure compliance with the terms of this MOA related to the JROTC instructor's employment and/or conduct.

(5) Immediately suspend the certification of JROTC instructors and/or begin decertification procedures based on any violation of this MOA by the instructor, adverse investigation findings, or reference I.6.

c) The School District shall:

(1) Interview and employ only approved JROTC instructors as required by reference I.6.

(2) Perform state and local background checks at their own expense in accordance with applicable federal, state, and local requirements.

(3) Provide JROTC instructors a contract of employment with the School District as the employing agency and in accordance with reference I.6.

(4) Provide a copy of this certified MOA to JROTC instructors.

(5) Provide JROTC students and parents/guardians at the beginning of each academic year, and upon request, JROTC promotional and pertinent administrative materials to ensure they are aware of their rights under this MOA. This must include both parties' contact information in Section IV and the proper procedures for reporting and responding to allegations of violations.

4. **Monitoring Instructor Performance.** The Military Service holds the certification of all JROTC instructors, and therefore maintains an inherent right to monitor instructor behavior and performance. They must receive any necessary information from the School District regarding instructor performance, professional conduct, and employment status.

a) The Military Service shall:

(1) Ensure instructors receive performance counseling and/or professional development within thirty (30) days of the effective date of employment with the School District, and then annually, usually at the beginning of each school semester.

(2) Mentor, monitor and counsel all instructors concerning their educational requirements under this MOA and reference I.6.

(3) Assess the instructional performance of at least one instructor per school.

b) The School District shall:

(1) Communicate with the Military Service on all matters concerning instructor performance, conduct, and employment as permitted by state law. School districts wishing to transfer or reassign a JROTC instructor between JROTC host schools may do so in accordance with district policies and reference I.6., with consent of the JROTC instructor and with prior written approval from the Military Service.

(2) Conduct annual JROTC instructor evaluations/assessments and provide them, by electronic copy, to the Military Service point of contact in Section IV.

(3) Notify the Military Service in writing of any instructor evaluation that does not meet School District requirements within three (3) business days.

(4) Include the Senior Military Service instructors in meetings where policies, recommendations, or decisions affecting the JROTC Program are made, including the employment or discharge of JROTC instructors.

(5) Have effective and timely procedures in place to ensure the Military Service AFJROTC Chief of Instructor Management *(POC)* is advised of any disciplinary or administrative action levied upon a JROTC instructor (i.e., administrative leave, suspensions, letters of admonishment), the initiation of any investigation into alleged JROTC instructor misconduct (school, civil, or criminal), or any changes in the employment status of an JROTC instructor. If any of the aforementioned items occur, the School District shall notify the Military Service in writing within one (1) business day. The Host School shall include enough information to provide the Military Service a comprehensive understanding of the nature and scope of any allegations, investigation, or complaint.

5. **Preventive, Corrective, and Disciplinary Actions.** Both parties shall take all necessary and appropriate action needed to prevent, correct, and, if necessary, discipline behavior which violates this MOA concurrent with or independent of any outside investigations and action that may be taken by appropriate external enforcement entities, where applicable. The host institution will address any violation by Instructor, Trainer, or participating student in accordance with their school district's student and personnel policies. Violations may not be ignored or dismissed by either party, JROTC instructors, or program volunteers, especially if a student is being sexually harassed, sexually assaulted, or subjected to other related misconduct by any adult (welcome or unwelcome), or if anyone is touching or trying to touch a juvenile in a sexual way against their will or without lawful consent.

a) **Mandatory Reporting.** Child abuse, neglect, sexual assault and sexual harassment must be reported by JROTC instructors and program volunteers. Minor incidents of sexual harassment and other related abusive misconduct, even if it has been successfully resolved in the moment by addressing the harasser directly, must still be reported to the appropriate School District, Host School, and Military Service personnel to create a record in case the misconduct occurs again. The Military Service cannot take action to stop harassing, assaultive, problematic, and abusive misconduct if they are unaware it is happening.

b) **Response.** School District and Host School shall report preventative, corrective, and disciplinary actions in accordance with state, local, School District, and Host School policy.

6. **Program Evaluations.** The parties shall perform program evaluations for trend analysis and to monitor the effectiveness of response and resolution and facilitate ongoing recommendations for improvements to the JROTC program.

a) The Military Service shall:

(1) Make annual visits to the Host School, either announced or unannounced, per reference I.2, to evaluate the operation, administration, and effectiveness of the JROTC program and ensure continued compliance with this MOA and Military Service standards in reference I.6.

(2) Evaluate compliance with this MOA (e.g., the number, nature, and resolution of reported violations) periodically throughout the fiscal year.

(3) Include the JROTC Program in its Management and Internal Controls Program to review, assess, and report on the effectiveness of internal control.

b) The School District shall maintain and make available for review all JROTC instructor evaluations and program records during program visits and for a period of ten (10) years following the expiration or termination of this MOA. Failure to adhere to this requirement may result in decertification of the instructor, placement of the JROTC Program in a probationary status, or Program disestablishment.

7. **Minimum Number of Enrolled Students.** The School District and Host School shall ensure that each unit maintains a minimum student enrollment of at least (A) 10 percent of the Host School's student population (grades 8-12 or 9-12, whichever is applicable), or (B) 100 students, whichever is less, as required by 10 U.S.C. § 2031(b)(1). Actual enrollment shall only be determined by counting those students who voluntarily meet, and subsequently maintain acceptable standards of academic achievement and conduct, as prescribed by the Secretary of the military department concerned, as required by 10 U.S.C. § 2031(b)(4). The JROTC unit shall be placed on probation if these requirements are not met.

8. **Voluntary Student Enrollment.** The School District and Host School shall only permit voluntary student enrollment in the JROTC program. The School District shall fully inform prospective JROTC students that the program is voluntary and of all mandatory JROTC enrollment requirements before authorizing enrollment into the JROTC program. Only students who voluntarily choose to meet and maintain acceptable JROTC standards in reference I.6 shall be enrolled into, and permitted to remain in, the JROTC program. The Host School shall ensure all enrollments of students into the JROTC program are conducted with the prior knowledge and endorsement of the Military Service per reference I.6. If a JROTC instructor senses a student has been involuntarily enrolled, they must inform both the Senior Military Service instructor and Host School Principal.

9. **JROTC Cadet Health/Wellness Participation Waiver.**

a) The Host School will:

(1) Collect and maintain a medical release and Parent/Guardian acknowledgement of the risk(s) associated with all physical activity sessions (e.g., walking, running, calisthenics, drills) and acknowledging any risk associated with any physical activity.

(2) Inform its JROTC faculty of anything that should keep a student from participating in the JROTC Cadet Health/Wellness Program. The JROTC Senior Instructor shall make the enrollment decision for any student who has a permanent disability that inhibits full participation in physical activity sessions. Only students who complete and submit the required JROTC Cadet Health/Wellness Program release and acknowledgement shall be enrolled into, and permitted to remain in, the JROTC program. The JROTC Cadet Health/Wellness Program is designed to improve physical fitness.

b) The Military Service shall:

(1) Ensure that all physical activity sessions shall be supervised and monitored by at least one JROTC instructor.

(2) Identify any Health/Wellness training requirements (refer to reference I.6).

10. **Prohibitions on Fundraising.** The School District shall not permit any fundraising for external entities while using government equipment or while in uniform. Fundraising and grants in support of the JROTC unit are authorized as governed by state and local policies. The acceptance of any grants and/or funds by the School District and/or Host School does not reflect an endorsement by the Department of Defense.

11. **Information Technology (IT) support.** The School District and Host School shall provide the appropriate IT support to include access to third-party websites that are required for instructors, other school employees and district employees to perform routine tasks. Third party-websites include any website in support of administrative, budgetary, and curriculum delivery and support, and testing services. Required websites shall be provided by JROTC headquarters staff to the School District and Host School upon request.

12. **Facilities.** The Host School shall provide the partner Military Service with adequate facilities for classroom instruction, storage of non-lethal arms and other equipment which may be furnished in support of the unit, and adequate drill areas at or in the immediate vicinity of the institution, as determined by the Secretary of the military department concerned, as required by 10 U.S.C. § 2031(b)(2). Additionally, the Host School shall provide administrative office(s), office equipment, including telephone service capable of electronic data transmission, instructional supplies (other than those provided by the Service), and utilities. The Host School shall pay for the cost and maintenance of these facilities thereof.

13. **Military Instruction.** The School District and Host School shall provide a course of military instruction of not less than three academic years' duration and which may include instruction or activities in the fields of science, technology, engineering, and mathematics, as prescribed by the Secretary of the military department concerned, as required by 10 U.S.C. § 2031(b)(3).

14. **Storage and Safekeeping of Government Property.** The Host School shall provide secure and adequate storage areas for the protection and security of Government Furnished Property and comply with all applicable regulations relating to the issue, care, use, safekeeping, turn-in, and accounting for such property. The School District shall promptly replace, or repair at its cost and to the satisfaction of the Military Department any such item that is lost or sustains damage directly or indirectly attributable to the conduct of the School District or Host School. The School District shall furnish to the Military Departments a bond or insurance policy from a financial institution satisfactory to the Military Department in an amount equal to the replacement value of Government-furnished Property. The School District shall ensure that the bond or insurance remains in effect for the requisite amount at all times during the term of this Agreement and, thereafter, so long as any Government-Furnished Property remains in the School District's custody. If the School District elects to provide an insurance policy, it shall name the United States as an additional insured and provide a certificate to that effect to the Military Department.

IV. POINTS OF CONTACT. The following points of contact will be used by the Parties to provide any notice required under this MOA. Each Party may change its point of contact in writing upon 10 business days' notice to the other Party.

1. For the School District

Primary:

Title: _____

Address: _____

Email: _____

Telephone Number: _____

Alternate:

Title: _____

Address: _____

Email: _____

Telephone Number: _____

2. For the Military Service

Primary:

Title: AFJROTC Headquarters Support Division

Address: 60 West Maxwell Blvd, Maxwell AFB, AL 36112

Email: jrotc.jrs.support@au.af.edu

Telephone Number: 334-953-1597

Alternate:

Title: AFJROTC Chief of Instructor Management

Address: 60 West Maxwell Blvd, Maxwell AFB, AL 36112

Email: jrotc.jri@au.af.edu

Telephone Number: 334-953-7742

V. GOVERNING LAW. This MOA is governed by and shall be construed under all applicable Federal, state, and local Laws. However, compliance with state and local laws by the military service is voluntary.

VI. MODIFICATION OF MOA. This MOA may only be modified by written agreement of both Parties, and duly signed by their authorized representatives. This MOA shall be reviewed for currency in accordance with the Military Service's policy, who reserves the right to require renewal of this MOA by both parties if significant program changes occur.

VII. NO WAIVER. Unless expressly stated in writing, signed by the Military Service, the waiver by the Military Service of any act, duty, or obligation required of the institution hereunder shall not be construed as a waiver of any other, or of any future act, duty, or obligation to be performed by the School District or Host School.

VIII. ENTIRE AGREEMENT. It is expressly understood and agreed that this MOA together with reference I.6. constitutes the entire agreement between the Parties and supersedes and replaces any prior agreement, understandings, or representations between the parties. Regardless of changes to the employment status of the original signatories, this MOA shall remain in effect until officially terminated.

IX. CONFLICTS. In the event of any conflict between this MOA and reference I.6, this MOA takes precedence.

X. REPRESENTATIVE AUTHORITY. Each undersigned representative of the parties to this MOA certifies he or she is fully authorized to enter into the terms and conditions of this MOA and to execute the same so as to effectively bind each party to its terms.

XI. SEVERABILITY. If any term, provision, or condition of this MOA is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this MOA and all remaining terms, provisions, and conditions of this MOA shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the Parties to the greatest extent permitted by law.

XII. TERMINATION. This MOA may be terminated by either Party by giving at least 30 days' written notice to the other Party. This MOA shall remain in effect throughout the semester/trimester, and the termination date of this agreement may only occur during non-instruction periods in the academic calendar year.

XIII. TRANSFERABILITY. This MOA is not transferable.

XIV. ANTI-DEFICIENCY ACT. Nothing in this MOA shall be construed as obligating the Military Service, its officers, employees, or agents to expend any funds in excess of appropriations authorized for such purposes in violation of the Federal Anti-Deficiency Act (31 U.S.C. § 1341).

XV. EFFECTIVE DATE. This MOA takes effect as of the date on which is has been certified by the Military Service.

XVI. CANCELLATION OF PREVIOUS MOA. This MOA cancels and supersedes any prior agreement by the Parties.

FOR THE SCHOOL		
TYPED NAME *(Last, First, Middle Initial)* **AND TITLE** Her, Misty Mrs., **INTERIM** SUPERINTENDENT	**SIGNATURE**	**DATE SIGNED** *(YYYYMMDD)* Jan 30, 2025
FOR THE MILITARY SERVICE		
TYPED NAME *(Last, First, Middle Initial)* **AND TITLE** Tipton, Matthew E. Colonel, DIRECTOR AFJROTC	**SIGNATURE**	**DATE SIGNED** *(YYYYMMDD)*

THE FOLLOWING AGREEMENT AND INFORMATION IS TO BE CONSIDERED AS PART OF THIS CONTRACT

DATA PERTAINING TO HOST SCHOOL

a. NAME OF HOST SCHOOL *(No abbreviations)* Duncan Polytechnical High School	b. HOST SCHOOL'S COMPLETE MAILING ADDRESS *(Include ZIP code)* *(If P.O. Box must also provide street address for shipping purposes)* 4330 East Garland Avenue Fresno, CA 93726
c. TYPE OF SCHOOL *(Check appropriate box)* ☒ Public ☐ Private ☐ Military Academy	
d. PRINCIPAL'S NAME Mr. Eric Martinez	
e. TELEPHONE NUMBER 559/248-7080	
f. FAX NUMBER	
g. EMAIL ADDRESS rene.martinez@fresnounified.org	

PERTAINING TO SCHOOL DISTRICT

a. NAME OF SCHOOL DISTRICT *(No abbreviations)* Fresno Unified School District	b. SCHOOL DISTRICT'S COMPLETE MAILING ADDRESS *(Include ZIP code)* 2309 Tulare Street Fresno, CA 93721
c. INTERIM SUPERINTENDENT'S NAME Mrs. Misty Her	
d. TELEPHONE NUMBER 559/457-3723	
e. FAX NUMBER 559/457-3786	
f. EMAIL ADDRESS misty.her@fresnounified.org	

LIST ACCREDITING AGENCY

a. REGIONAL	b. STATE	c. OTHER

TOTAL ENROLLMENT OF HOST SCHOOL	ESTIMATED NO. OF QUALIFIED STUDENTS WHO WILL ENROLL IN THE JROTC PROGRAM

Approved As To Form:

Stacey Sandoval, Executive Director Risk Management

Jan 31, 2025

DISTRICT
Fresno Unified School District

Patrick Jensen, Chief Financial Officer

DD FORM 3202, FEB 2024

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 12, 2025

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Approve Agreement with Department of General Services

ITEM DESCRIPTION: Included in the Board binders is an agreement with Department of General Services / Office of Administrative Hearings (OAH). The request is to renew the five-year contract in the amount of $48,000 to account for services of Administrative Law Judges, and case management for the purpose of mediation and conducting dismissal hearings pursuant to Government Code Section 27727.

FINANCIAL SUMMARY: Sufficient funds in the amount of $48,000 are available in the Human Resources / Labor Relations budget.

PREPARED BY: Manjit Atwal

DIVISION: Human Resources / Labor Relations

CABINET APPROVAL PHONE: 457-3713

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

2309 Tulare Street,
Fresno, CA 93721
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www.fresnounified.org

Fresno Unified School District
PURCHASING

Contract Routing Form

Contract Attached

Contract Number: 229182

Federal Funding Will Not Be Used

Department Of General Services	***Srf Fiscal Services***
Vendor Name	***Address***
916/263-0681	**Fusd Billing Code Q6007**
Phone Number	***Vendor Contact***
Term (Duration) From: 2/13/2025	**Through: 2/12/2030**
FUSD Contract Administrator: David.Chavez@fresnounified.org	**Human Resources**
Name	***Site/Dept***

Budget (Fund-Unit-Dept.-Activity-Function-Object) **030 0720 935 5899 0000 7100**

Contract Amount: $48,000.00 **Estimated**

Scope of Work Summary: *Dgs* To *Provide Administrative Law Judge Services, Interpreters, Court Reporters And General Support For The Purpose Of Managing Cases And Conducting Dismissal Hearings Pursuant To Govt Code 27727.*

FUSD contract administrator acknowledges all individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein. No, this is not applicable to the scope of work

Routing Order:

1) Reviewed & approved by **Department:**

2) Reviewed & approved by **Cabinet Level:**

3) Reviewed & approved by **Risk Management:**

4) Reviewed & approved by **Chief Financial Officer:**

{{Sig_es_:signer4:signature}}

Please return signed agreement back to (name/email) : Susan.Monasterio@Fresnounified.Org

Routing: Board Date(if applicable): 2/12/2025

II. Academic Return on Investment

Situation	***Inputs***	***Outputs***		***Outcomes*** *(Must be measurable)*		
Problem and Need	***Investments*** *(e.g., equipment, funds, product, services, staff)*	***Activities*** *What we do*	***Participants*** *Who we reach*	***Short-term*** *(Learning)* *Expect to see*	***Mid-term*** *(Change in Behavior or Performance)* *Want to see*	***Long-term*** *(Change in Condition)* *Hope to see*
The District has the need to resolve complaints while remaining compliant with state & federal regulations in the most economical manner possible..	DGS / OAH provides the case management and personnel services to resolve complaints in a timely, thorough manner.	FUSD HR staff provides a written request for a hearing or mediation in a timely manner & provides all pleadings, documents, papers, or other materials that have been provided to the other party. DGS / OAH schedules required services.	*Participants include District staff, FUSD legal counsel, complainants & their representatives, OAH Administrative Law Judges (ALJs) and case management staff, court reporters, interpreters. Ultimately, this impacts the employee complainants and their positions within the District as well as the potential changes to achieve positive outcomes and implement preventive measures.*	DGS / OAH case management utilization may allow FUSD a faster resolution time frame and determination on impact to FTEs, especially at the school site level. Outcomes will be monitored and measured on a quarterly and annual basis for timely scheduling, resolution determination, and impact to FUSD.	Tracking of types of complaints utilized through this process in conjunction with overall FUSD complaints will be reviewed to identify trending (complaints & related behaviors, resolutions, impact) in order to determine behavior, employee performance, case management by FUSD for potential changes in these areas, including preventive measures.	Goal is a reduction in complaints within and against FUSD. Quarterly/ annual review & monitoring will be measured to identify areas for potential improvement and education.

II. Academic Return on Investment

STANDARD AGREEMENT

AGREEMENT NUMBER

1. This Agreement is entered into between:

LOCAL AGENCY'S NAME

Fresno Unified School District

CONTRACTOR'S NAME

Department of General Services / Office of Administrative Hearings

2 The term of this Agreement is: Upon the date of approval and execution by all parties through five years

3. The maximum amount of this Agreement is: **$** 48,000.00
Forty Eight Thousand Dollars and No Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	6 pages
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit C – General Terms and Conditions	1 pages
Exhibit D - Service Revolving Fund (SRF) Directive – Payment By Wire Transfer	2 pages

Approved As To Form:

Stacey Sandoval, Executive Director Risk Management

1/23/2025
Date

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME

Office of Administrative Hearings

BY *(Authorized Signature)* | DATE SIGNED *(Do not type)*

✍

PRINTED NAME AND TITLE OF PERSON SIGNING

Bob Varma, Deputy Director and Assistant Chief Administrative Law Judge

ADDRESS

2349 Gateway Oaks Drive, Suite 200, Sacramento, CA 95833

LOCAL AGENCY

LOCAL AGENCY NAME

Fresno Unified School District

BY *(Authorized Signature)* | DATE SIGNED *(Do not type)*

✍ {{Sig_es_:signer4:signature}} | {{Dte_es_:signer4:date}}

I declare under penalty of perjury that I have full authority to execute this agreement on behalf of the Local Agency.

PRINTED NAME AND TITLE OF PERSON SIGNING

Patrick Jensen, Chief Financial Officer

ADDRESS

2309 Tulare Street, Fresno CA 93721

EXHIBIT A

SCOPE OF WORK

1. Upon request of Fresno Unified School District (hereinafter referred to as "Local Agency"), the Office of Administrative Hearings (OAH) agrees to furnish the services of Administrative Law Judges (ALJs) and case management staff to the Local Agency, for the purpose of managing cases and conducting hearings under Government Code section 27727 when required personnel are available by OAH. The assignment of ALJs for hearings will be at the discretion of the Director and/or Presiding Administrative Law Judges, who may elect to hear the matter themselves.

2. Project Representatives

The project representatives during the term of this agreement will be:

Office of Administrative Hearings
Susan L. Formaker, Division Chief Presiding Administrative Law Judge
Phone: 213-576-7200
Email: Susan.Formaker@dgs.ca.gov

Local Agency: Fresno Unified School District
Name: Manjit Atwal
Title: Deputy Executive of Human Resources/Labor Relations
Phone: 559-457-3501
Email: manjit.atwal@fresnounified.org

Direct all inquiries regarding this agreement to:

Office of Administrative Hearings
Leon Vang, Contract Analyst
2349 Gateway Oaks Dr. Suite 200
Sacramento, CA 95833

Phone: (279) 227-4024

Email:leon.vang@dgs.ca.gov

Local Agency: Fresno Unified School District
Attention: Manjit Atwal
Address: 2309 Tulare Street, Fresno, CA 93721
Phone: (559) 457-3501
Email: Manjit.Atwal@fresnounified.org

All invoices and billing shall be to directed to:

Local Agency: Fresno Unified School District
Attention: Manjit Atwal
Address: 2309 Tulare Street, Fresno, CA 93721
Phone: (559) 457-3501
Email: Manjit.Atwal@fresnounified.org

The Project Representative and Agreement and Billing Representative may be changed through written confirmation to the other party. This change shall not require an amendment to this agreement. It may take up to two billing cycles for a change to the Local Agency Billing Contact to be in effect.

3. Services to be Performed:

   a. The Local Agency shall provide OAH a written request to set a matter for hearing or mediation with all pleadings, documents, papers, or other materials that have been provided to the other party. The Local Agency agrees to provide OAH copies of all applicable laws and ordinances governing the hearing at the time the request for hearing or mediation is made. The Local Agency agrees that OAH will not be able to schedule a hearing or mediation until these materials are provided. The Local Agency shall indicate in the request to set a matter for hearing if OAH is to issue a proposed or final decision in the matter. If a proposed decision is required, Local Agency shall provide the name and contact information for the decision-maker who is responsible for making the final decision.

b. The Local Agency shall electronically file the request to set a matter for hearing and all other required pleadings and papers with OAH using the secure electronic filing system offered by OAH or otherwise in accordance with OAH requirements.

c. The Local Agency shall inform OAH if the hearing is to be electronically recorded or if a court reporter is required. If a court reporter is required, the Local Agency shall indicate at the time the request a hearing if they will be providing a court reporter or if OAH should provide one. Unless the Local Agency or OAH determines a court reporter is required by statute, ordinance, or regulation, the hearing will be electronically recorded by OAH.

d. OAH shall perform all case management and hearing services that OAH, in its sole discretion, deems necessary to the proper handling and adjudication of the case.

e. The Local Agency agrees to inform OAH 30 days prior to the hearing if any accommodations or interpreters are required. Local Agency shall be responsible for the costs of accommodations or interpreters. If OAH incurs costs for providing reasonable accommodations, interpreter or translation services for any matter under this agreement, those costs shall be borne by the Local Agency.

f. Record Retention: OAH shall retain all records in accordance with its current record retention schedule. If the Local Agency requests OAH to issue a proposed decision, the exhibits will be returned to the Local Agency Project Representative along with the proposed decision at the conclusion of the matter, and the Local Agency shall be deemed the custodian of the administrative record.

4. Service Location: The services shall be performed at a location convenient for OAH and all parties. The Local Agency shall file a request for mediation or hearing directly with the local OAH office which is handling the matter.

5. Record of the Proceeding:

a. If a Court Reporter is not used, OAH shall be responsible for electronic recording of all hearings, and shall impose a recording fee not to exceed the amount set by the Department of General Services through the Price Book. The current Price

Book is located at: https://www.dgs.ca.gov/OFS/Price-Book. The electronic recording fee shall only be imposed following the actual recording of a proceeding and shall not be included as part of the filing fee or electronic evidence fee.

b. If OAH provides a Court Reporter, the Local Agency is responsible for all costs associated with the Court Reporter, in accordance with the current contract rates. Current contract rates, including Court Reporter and transcription costs, can be found at: https://www.dgs.ca.gov/OAH/Case-Types/General-Jurisdiction/Resources/Page-Content/General-Jurisdiction-Resources-List-Folder/Find-Contract-Information-to-Obtain-OAH-Court-Reporter-Services.

c. OAH shall arrange for transcription of hearing recordings upon the request of any party to the proceeding or the Local Agency Project Representative and upon receipt of payment for transcription costs. OAH may use a vendor for transcription services.

d. OAH will charge a requesting party the actual cost of preparing the administrative record. If the requesting party has been declared in forma pauperis, or has received a waiver of court fees from a court of competent jurisdiction in a case arising out of the OAH matter, and is seeking judicial review of the case before OAH, the Local Agency shall pay the full costs for preparing the administrative record and/or transcript. OAH will notify the Local Agency of the associated costs prior to preparing such records.

e. OAH will not include within its administrative record any records or hearing exhibits the custody of which has been transferred to the Local Agency. OAH may prepare a clerk's record upon request and payment of associated fees in these circumstances.

6. Rates

a. In consideration of the performance of such services by OAH, the Local Agency agrees to pay to OAH the full cost of rendering such services at the rate established at the time the services are rendered. The Local Agency is responsible for the filing fee for each case filed, an electronic evidence fee for

each case filed, ALJ (including Presiding Administrative Law Judge, and Division Chief Administrative Law Judge) time billed at an hourly rate, an electronic recording fee if the proceedings are electronically recorded, the cost of all accommodation or interpreter services requested, and the full cost of any preparation of the clerk's record or transcript at the current contract rates.

b. In the event a calendared case is taken off-calendar, or needs to be re-calendared, other than by OAH, and OAH is unable to schedule the ALJ for work on another case, the Local Agency agrees to pay OAH for the original hearing time or until the ALJ is assigned to another case, whichever occurs first. Every effort will be made to promptly reassign the scheduled ALJ in the event a calendared matter is cancelled, taken off-calendar, settled, re-calendared or continued.

c. The costs of OAH's services include filing fees, ALJ hourly rates, electronic evidence fees, any reasonable costs related to any requested accommodations, and translator/interpreter fees as required. All costs associated with providing a record of the hearing (reporter/transcription, etc.) shall be billed directly to the requesting party or the Local Agency in accordance with Section 5 above. ALJ hourly rates and filing fees charged by OAH will be the rates set forth in the Department of General Services' Price Book at the time the services are rendered. Rates for electronic evidence will be the current contract rates at the time the services are rendered. Rates for court reporters will be the current contract rates at the time the services are rendered, which vary by geographical location. Fees for translator/interpreters and transcription services will be based on current contract rates at the time the services are rendered. All rates are subject to change annually. The current contract rates for these services can be found on OAH's website.

d. The Local Agency agrees to be responsible for the full costs of any service provided by OAH on a Local Agency case, regardless of any agreement the Local Agency may have with a third party or any other cost-sharing provision.

7. The contract is effective upon approval and execution of all signatures to this contract. The term of this contract is five years from the effective date of the contract. This

contract may only be amended for term and amount upon mutual agreement of the parties.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. The Office of Administrative Hearings is a reimbursable entity as detailed in Government Code section 11370.4. Notwithstanding any other provision of law, the total cost of services provided by the OAH shall be collected from the Local Agency entering into this agreement.

2. Parties shall keep apprised of the balance of this agreement at all times. Local Agency agrees to notify OAH when the expended amount is close to exhausting the funds in this agreement.

3. For services rendered in accordance with the Scope of Work, the Local Agency shall compensate the OAH for the full cost of services and actual expenditures incurred in accordance with the rates specified herein. Compensation for services rendered by OAH pursuant to this agreement shall not be dependent on the decision rendered by the ALJ in a hearing involving the Local Agency. OAH charges shall include the following: filing fees, electronic evidence fees, electronic recording fees, Administrative Law Judge hourly charges, and translator/interpreter fees as required. Additionally, all costs associated with providing a record of the hearing (reporter/transcription, etc.) shall be billed directly to the Local Agency.

4. Invoices shall be paid promptly and delays in payment may result in OAH's discontinuation of services.

5. ALJ hourly rates, electronic recording fees and filing fees charged by OAH will be the rates set forth in the Department of General Services' Price Book at the time the services are rendered. Rates for court reporters will be the current contract rates at the time the services are rendered, which vary by geographical location. Rates for electronic evidence will be the current contract rates at the time the services are rendered. Fees for translator/interpreters and transcription services will be based on current contract rates at the time the services are rendered. All rates are subject to change annually. Any training required of the ALJs by the Local Agency to conduct

these hearings will be paid out of the contract funds by the Local Agency at the prevailing ALJ hourly rate. The Price Book is available at https://www.dgs.ca.gov/OFS/Price-Book

6. OAH shall be paid not more frequently than monthly, in arrears, upon issuance of an invoice by the Department of General Services which details charges, expenses, direct and indirect costs.

7. Payment may be completed through direct transfer, in accordance with Service Revolving Fund Directive, SRF #1025, attached hereto as Exhibit D. For questions about establishing a wire transfer process with OAH/DGS, the Local Agency shall contact DGS at SRFFISCALSERVICES@dgs.ca.gov or the OAH Project Representative.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties.

2. AMENDMENT: Except as noted in Exhibit A, Paragraph 2, no amendment or variation of the terms of this Agreement shall be valid, unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. CANCELLATION/TERMINATION:

A. This agreement may be cancelled or terminated without cause by either party by giving 30 calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.

B. Upon receipt of a notice of termination or cancellation from the Local Agency, OAH shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.

C. OAH shall be entitled to payment for all allowable costs authorized under this agreement, including authorized non-cancelable obligations incurred up to the date of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.

4. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

5. SETTLEMENT OF DISPUTES: In the event of a dispute, the Local Agency shall file a "Notice of Dispute" with the Director of OAH within 10 days of discovery of the problem. Within 10 days, the Director of OAH may meet with the Local Agency for purposes of resolving the dispute. The Director of OAH shall make the final administrative decision regarding a dispute.

EXHIBIT D

Service Revolving Fund (SRF) Directive – Payment By Wire Transfer

SERVICE REVOLVING FUND (SRF) DIRECTIVE

Number:	Subject:	Date Issued:
SRF # 1025	**PAYMENT BY WIRE TRANSFER**	**REV 10/2018**
References: SAM Section 8091		

PURPOSE
To outline the process for a private company to set up wire transfer documents with their banking institution in making payments to the State of California, Department of General Services (DGS).

PROCEDURES
The following instructions are for the private company and their banking institution, the DGS Office contact person, and the DGS SRF Receivables Analyst in requesting and processing wire transfers:

A. APPROVAL REQUESTED TO TRANSFER FUNDS INTO DGS ACCOUNT

Either the private company or the DGS Office is to contact SRF Receivable Analyst by E-mail at SRFFISCALSERVICES@dgs.ca.gov to obtain **approval to wire transfer funds into the DGS Account**. The following information is needed along with any pertinent data that would help identify the nature of the payment:

1. Company Name
2. Company Representative (name, phone, e-mail and fax number)
3. DGS Office contact person name
4. Escrow Account Number
5. Reason for payment
6. Amount

If you have any questions regarding the wire transfer process, please contact SRF Receivables Analyst by E-mailing to SRFFISCALSERVICES@dgs.ca.gov or by phone at 916-376-5182.

B. WIRE TRANSFER PROCESS

1) PRIVATE COMPANY & BANKING INSTITUTION

Provide your banking institution with the following information to set up wire transfer payments to DGS (banking customer is responsible for the payment of any processing fee):

ABA Routing Number: 026009593
Account Number: 14360-80784

Department of General Services
OFS - SRF Fiscal Services
707 Third Street, 10th Floor
West Sacramento, CA 95605

2) DGS OFFICE CONTACT PERSON

Provide DGS OFS 2028 Report of Check/Cash Collection to the SRF Receivable Analyst as soon as you know that a wire transfer payment is in process. This will ensure the money is recorded properly in the Financial Information System for California (FI$Cal) Accounts Receivable Module.

3) DGS SRF RECEIVABLES ANLYST

Once the wire transfer has been made, SRF Receivable Analyst will run the State Treasury Bank of America Report and apply the transfer using the Report of Check/Cash Collection or the E-mail from the private company or the DGS Office to record the transfer of funds in FI$Cal.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 12, 2025

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Improving Student Outcomes

TITLE AND SUBJECT: Approve Agreement with Learning Genie

ITEM DESCRIPTION: Included in the Board binders is an agreement with Learning Genie to provide a three-year subscription software license to the Early Learning Department to utilize the mobile and web-based online platform. This contract will be a continuation of services with Learning Genie. Learning Genie's online module provides teachers with the ability to collect ongoing observational data that contributes to the completion of the Desired Results Developmental Profile, an individual child developmental assessment that is required for all children enrolled in a state-funded childcare or preschool program. Learning Genie will also be used for collecting and recording daily sign-ins and sign-outs of all children enrolled in an infant, toddler, or preschool program, a state contract and Title 22 requirement of all early learning and care programs. The three-year contract term will begin on July 01, 2025, through June 30, 2028.

FINANCIAL SUMMARY: Sufficient funds in the amount of $156,090 are available in the Early Learning Universal Pre-Kindergarten Implementation budget.

PREPARED BY: Marie Williams, Ed.D.

DIVISION: Instructional Division

CABINET APPROVAL PHONE: 559-457-3750

CABINET APPROVAL: Interim Chief Academic Officer, Carlos Castillo, Ed.D. Carlos Castil

2309 Tulare Street,
Fresno, CA 93721
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www.fresnounified.org

Fresno Unified School District
PURCHASING

Contract Routing Form

Contract Attached

Contract Number: 228413

Federal Funding Will Not Be Used

Learning Genie Inc	***5962 La Place Ct., Suite 270, Carlsbad, Ca 92008***
Vendor Name	***Address***
858-477-8282	**Canela Hernandez**
Phone Number	***Vendor Contact***
Term (Duration) From: 7/1/2025	**Through: 6/30/2028**
FUSD Contract Administrator: Maria.CeballosTapia@fresnounified.org	**Preschool Office**
Name	***Site/Dept***

Budget (Fund-Unit-Dept.-Activity-Function-Object) **120 6053 0765 4300 0001 1000**

Contract Amount: $156,090.00 **Authorized as Not to Exceed**

Scope of Work Summary: *Learning* Genie *Will Provide Fresno Unified School District'S Early Learning Department With A Site License To Utilize The Mobile And Web-Based Online Platform.*

FUSD contract administrator acknowledges all individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein. No, this is not applicable to the scope of work

Routing Order:

1) Reviewed & approved by **Department:** Maria Ceballos

2) Reviewed & approved by **Cabinet Level:** Marie E Williams

Carlos Castillo

3) Reviewed & approved by **Risk Management:**

4) Reviewed & approved by **Chief Financial Officer:** {{Sig_es_:signer1:signature}}

Please return signed agreement back to (name/email) : Leah.Diaz@Fresnounified.Org

Routing: Board Date(if applicable): 2/12/2025

Procurement Detail |

II. Academic Return on Investment

Situation	***Inputs***	***Outputs***		***Outcomes*** *(Must be measurable)*		
Problem and Need	***Investments*** *(e.g., equipment, funds, product, services, staff)*	***Activities*** *What we do*	***Participants*** *Who we reach*	***Short-term*** *(Learning)* *Expect to see*	***Mid-term*** *(Change in Behavior or Performance)* *Want to see*	***Long-term*** *(Change in Condition)* *Hope to see*
The problem is... early learning programs are required to collect a variety of data for record keeping such as daily sign in/out of children and developmental assessment collection that requires multiple means of observational data. The Early Learning Department has relied on Learning Genie, a third-party software application, for the past five years to streamline these early learning programs are required to collect a variety of data for record keeping such as daily sign in/out of children and developmental assessment collection that requires multiple means of observational data. The Early Learning Department has relied on Learning Genie, a third-party software application, for the past five years to streamline these essential functions -attendance tracking, Desired Results Developmental Profile (DRDP) assessment data collection, DRDP assessment	If we have these resources in place... a continued software license with Learning Genie that is compatible with ATLAS and state systems used for contract reporting requirements	And do these things... provide access to 87 early learning classrooms for infant, toddler, and preschool teachers to collect, rate/score, and lock/complete assessments and for teachers and paraprofessionals to access contactless daily sign in/out and family engagement modules	*And reach these individuals... all parents/ guardians of enrolled infants, toddlers, and preschool children, all infant, toddler, and preschool teachers & paraprofessionals, all site administrators with an early learning program*	We will achieve these changes in knowledge and learning... 100% of infant, toddler, and preschool children enrolled in an early learning program will have a portfolio of their developmental assessment and data of their daily sign in/out.	Shape these behaviors... 100% of infant, toddler, and preschool children enrolled in an early learning program will have completed assessments and show developmental progress advancing along the rating scale such as from emerging to developing, and so forth, as shown on the fall to spring assessments.	And ultimately achieve these impacts... 100% of infant, toddler, and preschool children enrolled in an early learning program will have historical developmental assessment data to support their individual learning needs as they progress into the next program/grade level and will be prepared socially and academically as shown in TK-FSA, iReady and other district assessments.

reporting, and two-way communication with families, and this is needed to remedy it... an online data collection system that is designed for early learning record keeping, assessment data, and reporting					

Proposal for Fresno Unified School District

Created by:
Learning Genie
Carolina Bonilla
carolina.b@learning-genie.com
Learning Genie Inc

Prepared for:
Kim Beckwith
Fresno Unified School District
2348 Mariposa Fresno CA 93721
Kim.Beckwith@fresnounified.org
(559) 457-3690

Learning Genie

2024 Product and Service Offering

Learning Genie provides a suite of software applications (mobile and web-based applications) to empower early learning program administrators and educators to achieve continuous quality improvement with data-driven child assessment and family engagement. Learning Genie supports agency's program quality and data needs via ten (10) different software modules.

- Portfolio and Assessment Module
- DRDP Data Module
- Survey Module
- Reflective Lesson Planning Module
- AI Unit Planner - (NEW 2024)
- Learning Genie Curriculum - (NEW 2024)
- Family Engagement Module
- Dual Language Learning Module * (*new 2022*)
- In-Kind Tracking Module
- Contactless Attendance Module with Daily Health Screening
- Infant Sleep Tracking Module *(*new 2022*)

Learning Genie also provides a web-based professional development and learning portal for educators and administrators to customize and choose different learning pathways to build capacity.


22
2
3
49
14.75
$211.25
Engagement
338
27
188
6253
Daily Active Parent App Users
1256

Learning Genie Software Modules at a Glance

Learning Genie is a leading data-focused Preschool and Kindergarten Curriculum, Assessment, and Family Engagement Platform.

NEW AI Adaptive Unit Planner

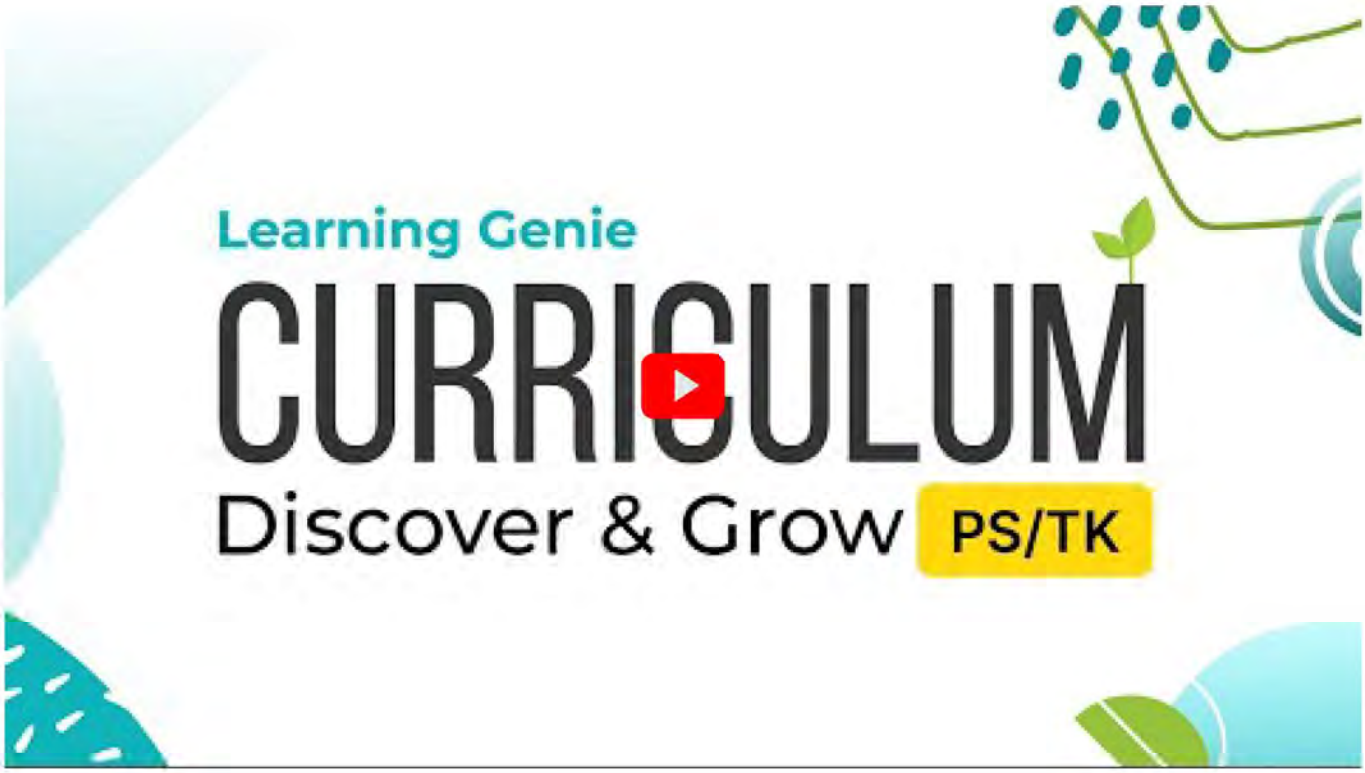
The Learning Genie **AI Adaptive Unit Planner** is a revolutionary module that empowers school districts and programs to design and deliver **dynamic, adaptable curriculums** that meet the unique needs of every student. Leveraging cutting-edge generative AI technology, this innovative Unit Planner dramatically enhances teachers' productivity by **automating up to 90% of the curriculum planning workload**. Aligned with national and state standards and built on the principles of Universal Design for Learning (UDL), the Unit Planner ensures every student has the opportunity to thrive. Additionally, it adapts lessons to culturally, linguistically, and inclusively responsive practices, fostering a truly equitable classroom environment.

- **Reduced Costs:** Streamline planning processes and free up resources.
- **Enhanced Productivity:** Spend less time planning, and more time teaching.
- **Improved Outcomes:** Foster deeper understanding and higher achievement for all students.
- **Improved Quality:** Deliver data-driven, personalized instruction.
- **Promotes Equity:** Create a truly inclusive learning environment for all students.



NEW Learning Genie Curriculum - Discover & Grow PS/TK

A 31-week program with 7 units, designed by Dr. Natalie Seers and Dr. Lisa Kaufman alongside numerous college professors and DRDP-certified trainers. It aligns with the Head Start Early Learning Outcomes Framework (HS-ELOF), California Preschool Foundation, DRDP 2015, and Common Core, featuring practical, hands-on lessons validated by hundreds of teachers.



Learning Genie Software Modules at a Glance

Learning Genie is a leading data-focused Preschool and Kindergarten Curriculum, Assessment, and Family Engagement Platform.

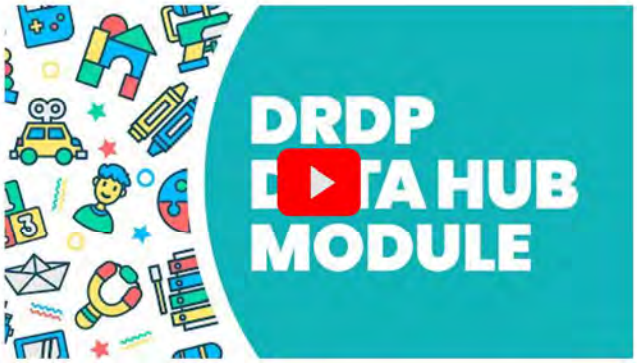
Portfolio & Assessment Module

This module enables easy collection and tracking of child assessment data (California DRDP2015 standards or other Portfolio based assessment), including child observation notes with evidence with voice-to-text, tagging of DRDP measures, auto-generation of digital portfolios, assessment ratings, progress tracking and class planning for group and individualized instruction. It also includes a Dashboard for monitoring of assessment quality and progress, and weekly summary reports sent to all users.



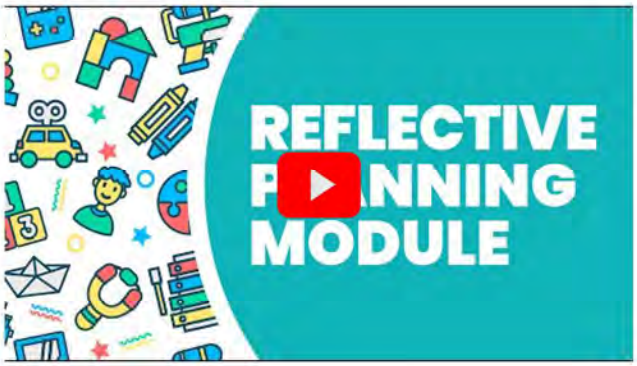
DRDP Data Hub Module (*since 2021*)

This module generates California Department of Education approved Child Assessment reports on child, class, center, group/cohort, agency level with customizable filters on demographic attributes. It supports school readiness goal tracking, parent-teacher conferences, class and lesson planning, quality monitoring and improvement for better child and program outcomes. For CA state funded programs, data are automatically sent to the state system via API.



NEW Curriculum and Reflective Lesson Planning Module

This module provides a rich library of age and developmentally appropriate Lesson Plan activities, aligned with the California Preschool Foundation, DRDP2015 Assessment, and common core standards. Agencies can build and customize agency-wide lesson plan libraries and share them among teachers. The interactive weekly lesson planner enables teachers to plan group and individualized lessons linked to DRDP assessment and child development insights. Lesson plans can be shared among teachers, creating a "virtually shadowing" opportunity for new teachers to learn the planning process from model teachers.

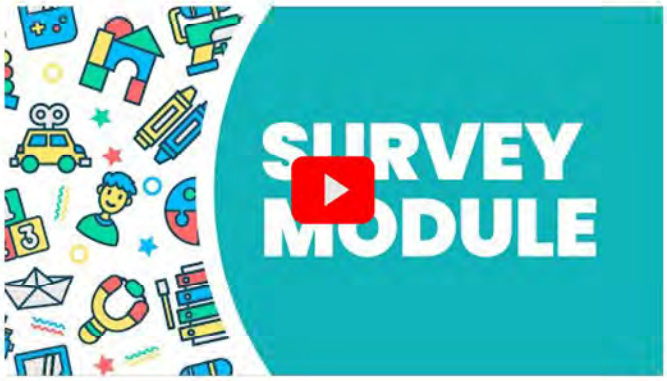


Software Modules at a Glance

Learning Genie is a leading data-focused Preschool and Kindergarten Curriculum, Assessment, and Family Engagement Platform.

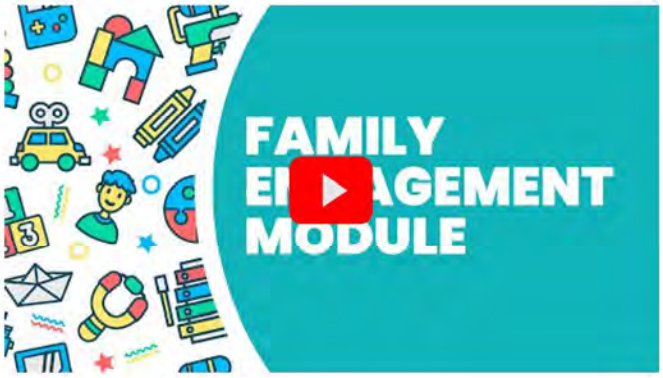
DRDP Survey Module (*since 2021*)

This module provides an easy tool for administrators and teachers to create and distribute customized surveys to selected centers/classes or agency-wide to families. It features Parent Survey and Family Outcome Survey (customizable). Parents can fill out surveys directly on the parent app. With surveys automatically linked to children profiles, survey reports can be easily generated with demographic analysis.



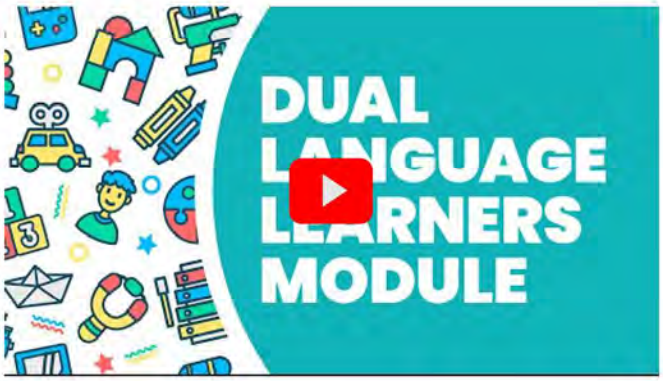
Family Engagement Module

This module provides an all-in-one data-driven Family Engagement tool featuring two-way messaging with families with auto-translation to 100+ languages, video book and digital learning media library, sharing of lesson plans and activities, at-home learning portfolios, school notifications, reminders and virtual/onsite event management. It also includes a Dashboard with real time data insights and reports on how families are engaged for continuous quality improvement.



Dual Language Learners Module

This module helps agencies to fulfill the California AB1636 and Head Start Performance Standards required to deliver high-quality programs for dual language learners. It powers monolinguals built-in with dual language video book channels supporting multiple languages. It also enables teachers to conduct multi-language lessons and engages parents to support children's home language and English development with at-home learning activities. All data are presented in a DLL dashboard for administrators to analyze and report progress and impact.



Software Modules at a Glance

Learning Genie is a leading data-focused Preschool and Kindergarten Curriculum, Assessment, and Family Engagement Platform.

Contactless Sign-in Module

This module provides an app-based contactless solution for parents to easily sign in/out children contactless from their device with a digital signature, together with digital health screening forms that are required from licensing needs. Staff can take attendance, monitor data and print attendance reports from the Dashboard.



Infant Sleep Tracking Module

This module helps providers to track 15-min infant sleep status to fulfill the California Department of Social Services (CDSS) contract requirements for Safe Sleep. Staff can easily enter the information at their fingertips on a mobile device - saving time and paperwork. Reports are automatically generated for administrators to review, monitor, and serve as documentation for state reporting.



Multi-Year Contract Benefits

Signing up for a multi-year subscription with Learning Genie not only secures a stable and predictable pricing structure but also offers an array of enticing benefits.

By committing to a longer-term plan, users shield themselves from potential price fluctuations, ensuring that they enjoy the platform's innovative features without concerns about unexpected cost increases. Additionally, a multi-year subscription grants subscribers access to the latest updates and enhancements without incurring extra charges. This means users can fully capitalize on Learning Genie's continuous improvements and robust functionalities, fostering a seamless and enriched user experience. Opting for a multi-year commitment becomes a strategic investment, providing both financial stability and a forward-looking approach to technology.

Navigating the intricacies of annual budgeting and approval demands significant effort and internal coordination.

Opting for a multi-year contract with Learning Genie alleviates the tedious task of securing budget approval on a yearly basis, offering a more streamlined and efficient approach. This commitment not only minimizes administrative hurdles but also assures long-term stability, granting you peace of mind for years to come. A multi-year agreement ensures a harmonious integration of innovative tools while freeing up valuable resources for a more focused and strategic approach to planning.

No binding. You can exit the contract at any year.

We understand that circumstances can change, and at Learning Genie, we prioritize flexibility and user satisfaction. If an agency signs a multi-year subscription with us and faces a loss of funding or experiences any dissatisfaction with our platform, they have the freedom to cancel or choose not to renew their subscription. We believe in offering our users a commitment that aligns with their evolving needs and ensures that a multi-year subscription remains a genuine benefit. Our goal is to empower agencies with a solution that adapts to their unique situations, fostering a partnership that is truly advantageous and user-centric.



Customer Order Summary

Please see details on the following pages.

List of Items			Subtotal
Learning Genie Software Subscription Total (Please see breakdowns in the following pages)	**3-Year Total Subscription**		$156,090.00
		Total	**$156,090.00**

Customer Order - Software Subscription

Service Start Date 07-01-2025 Service End Date 06-30-2028

Year 1 (2025-2026)	Unit Price Per Child	Children Slots	Subtotal
2025 Pricing: State Program Package - STARTER	$25.00	3000	$75,000.00
This Suite includes 5 modules:			
-Portfolio and Assessment Module			
-DRDP Data Module			
-Family Engagement Module			
-Survey Module			
BONUS:			
Dual Language Learner Module - Complimentary			
2025 Pricing: Contactless Attendance Module with Health Screening	$3.50	3000	$10,500.00
2025 Pricing: UPK Curriculum Package	$43.00	3000	$129,000.00
Including:			
1.Reflective Lesson Planning Module			
2. Adaptive Unit Planer Module			
3.Learning Genie Discover & Grow Curriculum (digital).			
2025 Pricing:UPK Grant	-$145,750.00	1	-$145,750.00
This **Introductory Offer** provides Fresno USD with an exclusive opportunity to explore the UPK Suite, and pilot the **Reflective Lesson Planning Module, Unit Planer Module** and the **Discover & Grow Curriculum.**			
2025 Pricing: DISCOUNT: 10% Off Year 1 of 3 Year Multi-Year	-$21,450.00	1	-$21,450.00
2025 Pricing: Maintenance & Technical Assistance Fee (10%)	$4,730.00	1	$4,730.00
			$52,030.00

Year 2 (2026-2027)	Unit Price Per Child	Children Slots	Subtotal

2025 Pricing: State Program Package - STARTER	$25.00	3000	$75,000.00
This Suite includes 5 modules:			
-Portfolio and Assessment Module			
-DRDP Data Module			
-Family Engagement Module			
-Survey Module			
BONUS:			
Dual Language Learner Module - Complimentary			
2025 Pricing: Contactless Attendance Module with Health Screening	$3.50	3000	$10,500.00
2025 Pricing: UPK Curriculum Package	$43.00	0	$0.00
Including:			
1.Reflective Lesson Planning Module			
2. Adaptive Unit Planer Module			
3.Learning Genie Discover & Grow Curriculum.			
2025 Pricing: Learning Genie UPK Grant	-$29,650.00	1	-$29,650.00
2025 Pricing: DISCOUNT: 10% Off Year 2 of 3 Year Multi-Year	-$8,550.00	1	-$8,550.00
2025 Pricing: Maintenance & Technical Assistance Fee (10%)	$4,730.00	1	$4,730.00
			$52,030.00

Year 3 (2027-2028)	Unit Price Per Child	Children Slots	Subtotal
2025 Pricing: State Program Package - STARTER	$25.00	3000	$75,000.00
This Suite includes 5 modules:			
-Portfolio and Assessment Module			
-DRDP Data Module			
-Family Engagement Module			
-Survey Module			
BONUS:			
Dual Language Learner Module - Complimentary			
2025 Pricing: Contactless Attendance Module with Health Screening	$3.50	3000	$10,500.00
2025 Pricing: UPK Curriculum Package	$43.00	0	$0.00
Including:			
1.Reflective Lesson Planning Module			
2. Adaptive Unit Planer Module			
3.Learning Genie Discover & Grow Curriculum.			

2025 Pricing:Learning Genie UPK Grant	-$29,650.00	1	-$29,650.00
2025 Pricing: DISCOUNT: 10% Off Year 3 of 3 Year Multi-Year	-$8,550.00	1	-$8,550.00
2025 Pricing: Maintenance & Technical Assistance Fee (10%)	$4,730.00	1	$4,730.00
			$52,030.00

Payment terms & instructions

Payment is expected within 60 days from the contract's initiation or upon request. Exclusive discounts are applicable only during this contract term. For any billing inquiries, kindly direct your communication to contract@learning-genie.com.

Payment Option

☐ Full Payment Upfront on Multi-Year Contracts

☐ Annual Payment Plan, Splitting Costs Equally Between Software and PD Training Subscriptions Each Year.

The annual invoice is automatically generated within the School Fiscal Year (July 1st to June 30) and continues until the contract concludes. If you provide a cancellation notice ninety (90) days before the upcoming renewal date, no charges will be applied for the subsequent renewal date and thereafter.

Should your account's child count increase by more than 20 active children, additional fees will be incurred. An extra invoice will be issued for the additional slots or any add-on product/service throughout the school year.

Pay by Check	
Company	Learning Genie Inc
Address	5962 La Place Ct Suite 270, Carlsbad, CA 92008
Pay by ACH or Direct Deposit	
Bank Name	JPMorgan Chase Bank, N.A.
Account #	637226815
Routing #	322271627 This routing number can only be used for direct deposits and ACH transactions. For ***wire transfers,*** please use routing number 021000021.
Pay by Credit Card	
Contact Canela	Email canela.h@learning-genie.com or call 858-477-8282

Sign here to subscribe

OR "FORWARD" THIS DOCUMENT TO A LEGAL SIGNATORY

I affirm that I am duly authorized to enter into this contract. Having perused this Proposal, I hereby confirm my comprehension and acceptance of Learning Genie's Master Service Agreement, including the privacy policy and terms of use.

Learning Genie Inc



11 / 08 / 2024

Learning Genie

Accepted By Agency Fresno Unified School District

Accepted By Legal Department Signatory (if applicable)

DISTRICT

FRESNO UNIFIED SCHOOL DISTRICT

{{Sig_es_:signer1:signature}}

Patrick Jensen, Chief Financial Officer

{{Dte_es_:signer1:date}}

Date

Approved As To Form:

Stacey Sandoval, Executive Director Risk Management

2/3/25

Date

LEARNING GENIE MASTER SUBSCRIPTION LICENSES & SERVICES AGREEMENT

This Master Subscription Licenses and Services Agreement ("Agreement") is hereby entered into by and between Learning Genie Inc. ("Learning Genie"), a Delaware corporation, located at 5962 La Place Ct, Suite 270, Carlsbad, CA 92008, and the agency that is executing this Agreement (hereinafter "Customer") with Learning Genie.

1. Certain Definitions. The following definitions shall apply to certain terms used throughout this Agreement:

(a) Customer Order: The term "Customer Order" means applicable Learning Genie proposal accepted and executed with this Agreement (or subsequently produced invoice based on Customer purchase order), which lists the Licensed Product(s), current pricing, Service(s), Software, Subscription Period, and/or applicable financial terms related to this Agreement, is hereby incorporated into this Agreement.

(b) The Learning Genie Suite: The term "Learning Genie Suite" means the Internet platform and associated mobile applications provided by Learning Genie, together with all software applications, proprietary or otherwise, that comprise the Platform, and any updates, upgrades, derivatives, improvements, enhancements, or extensions of the same. The term "Learning Genie Suite" also encompasses the Learning Genie website, together with all copy, graphics, photographs, videos, documentation, and other content.

(c) Module: The term "Module" means the specific Learning Genie software module described in the applicable Customer Order.

(d) Service: The term "Service" means specific services provided by Learning Genie under this Agreement, including the Software as a Service and other services - technical assistance, ongoing maintenance, customer success, training and professional development services.

(e) Subscription Period: The term "Subscription Period" means the period commencing upon the start date set forth in the applicable Customer Order and continuing until terminated in accordance with Section 12 ("Termination").

(f) End User: The meaning of term "End User" further includes anyone permitted to use any of the Learning Genie services by an Authorized User or by Customer, including an administrator, staff member, teacher, provider, or a parent of a student receiving education service from the Customer. When the context so indicates, the term "User" also means Authorized User or Customer.

2. End User License Agreement (EULA). In connection with its subscription, Learning Genie hereby grants Customer a revocable, annual or multi-year as specified in Learning Genie's Customer Order, non-exclusive, non-transferable, limited right and license to access and use the subscribed software Modules of the Learning Genie Suite during the Subscription Period. The term of which shall commence on the date that the subscription commences and will end upon the termination of any subscription period. Learning Genie reserves the right to immediately terminate the license if the Service is used in breach of the terms set forth herein.

(a) Payment: Subscription fees must be paid in order to continue utilizing the Service. Learning Genie reserves the right to freeze or terminate any unpaid account. If an account is frozen, the user will be denied access to the Service until the account is brought current. Any failure to bring an account current within ninety (90) days of the date it becomes delinquent, will result in the account being terminated and all data will be deleted in accordance with the Learning Genie privacy policy.

(b) Ownership: This Agreement does not confer title, ownership, or any other rights concerning the use of the Service that are not set forth herein. Learning Genie retains all right, title and interest in and to the Service, including, but not limited to, all copyrights, trademarks, trade secrets, trade names, proprietary rights, patents, titles, computer codes, and all other rights whether registered or not and all applications thereof. The Service is protected by applicable laws and treaties worldwide, and may not be copied, reproduced or distributed in any manner or medium, in whole or in part, without prior written consent from Learning Genie. All rights not expressly granted to you herein are reserved by Learning Genie.

(d) License Restrictions: Violating any of the following restrictions may result in the immediate termination of the License:

(i) General Restrictions: The user agrees not to: (i) post and share any information that is abusive, threatening, obscene, defamatory, libelous, or otherwise objectionable and offensive, (ii) infringe any copyright, trademark, patent, trade secret, or other proprietary right of any third party; (iii) commercially exploit the Service in any manner; (iv) provide a password or otherwise grant access to the Learning Genie account to any third parties for any purpose whatsoever; (iv) reverse engineer, decompile, disassemble, translate, or prepare derivative works of the System, or otherwise modify the same, in whole or in part; (v) use the Service to display material that may be subject to copyright protection without the express consent of the copyright owner; (vi) remove, obscure or modify any copyright, trademark or other proprietary rights notices, marks or labels contained within the System; (vii) misrepresent the source of ownership of the System; or (viii) otherwise access or utilize the System in any manner other than permitted by this Agreement.

(ii) Access Restrictions: Only authorized users may access their Learning Genie Account, and authorized users are strictly prohibited from sharing their username and/or password with anyone, and should take all steps necessary to protect their username and password from accidental disclosure. Learning Genie is not responsible for any actions undertaken by persons who obtain unauthorized access to any Learning Genie account. If any user believes that someone has accessed the account without authorization, the user must inform Learning Genie immediately so that we may take appropriate action.

(iii) Administrators and Teachers: Administrators and Teachers are strictly prohibited from using the Service in any manner that violates school policy or applicable regulations, or to otherwise use the Service in a manner that violates our Privacy Policy.

(iv) Parents: Parents who choose to utilize the sharing features of the Service do so at their own risk. Any information that you willingly choose to share with another user through the Service or in a publicly accessible area will be available to other users who access that content, and the Learning Genie will not be held responsible for how others choose to use it. Parents are further required to follow any school policy regarding privacy and are forbidden from publicly sharing photographs that contain any child who is not their own, without the consent of that child's parent.

(f) Electronic Signature Policy: All documents, agreements, records, and other correspondence between and among any User of the Service and Learning Genie that require a signature to have legal effect shall be signed electronically in a manner consistent with the Electronic Signatures in Global and National Commerce Act, 15 USC 96, et. seq. Any electronically signed agreement shall be considered as valid and enforceable as an original, signed document. In California, we are specifically aligned with the Secretary of State's current regulation,Title2, Division 7,Chapter 10. Digital Signatures, 22000, 22001, 22002, 22003.

(g) Health Questionnaire Data Storage: Learning Genie provides daily health screening tools through APP and Web Portal by Parents or Teachers. Certain data such as COVID-19 symptoms, etc are under the regulation of HIPAA regulations. Learning Genie follows the HIPAA Privacy Rule which establishes national standards to protect individuals' medical records and other personal health information.

3. Fees and Payments. Customer agrees to pay Learning Genie the fees as further described in the Customer Order, subject to the terms of conditions contained in this Agreement. Learning Genie will invoice the Customer according to the schedule specified in the Customer Order.

Fees shall be due upon execution of this Agreement and payable sixty (60) business days after
receipt by the Customer of an invoice from Learning Genie.

(a) Multi-Year Contracts Payment. Multi-year contracts may be paid on a yearly basis or all upfront.

(b) Child Count Adjustment: Customer reserves the right to adjust child counts for the upcoming year(s) of their contract. A 30-day written notice is required to be submitted to Learning Genie stating the new child counts. The changes will be applied to invoices of the upcoming year(s). Customer may also notify Learning Genie at any time throughout the year to add child counts to an existing contract.

(c) Changes in Child Count (licensed slot): Due to changes in enrollment throughout the school year, Customer is allowed to have up to 20 additional children in their Learning Genie account without penalty. Customer with excess child counts larger than 20 in addition to subscribed children count under their contract will be required to pay for the additional slots used. Learning Genie reserves the right to bill Customer for these additional children in the form of a separate invoice.

5. Terms of Service and Privacy Policy. The Learning Genie App online Terms of Service ("TOS") and Privacy Policy, which are both incorporated herein by this reference, shall at all times apply to the delivery of Learning Genie services under this Agreement. If any conflict or inconsistency exists between the ToS or Privacy Policy and the terms of this Agreement, the terms of this Agreement shall prevail. Learning Genie shall provide the Customer with at least 30 days advance notice prior to making any changes to the Term of Service or Privacy Policy.

6. Regulatory Compliance. The services provided by Learning Genie are subject to certain state and federal compliance obligations, namely The Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) (FERPA), California AB 1584, as codified in Section 49073.1 of the California Education Code, and California SB 1177, as codified in Section 22584 of the California Business and Professions Code. Accordingly, the required regulatory compliance statements for each of these regulations is attached hereto as Exhibit A and by this reference incorporated herein. Learning Genie follows the HIPAA Privacy Rule which establishes national standards to protect individuals' medical records and other personal health information (Exhibit B).

7. DRDP License and Terms: Certain Modules of Learning Genie software suite provides data management services for the California Department Education (CDE) Desired Results Developmental Profile (DRDP) assessment. The DRDP assessment and its scoring and reporting platform DRDPOnline is a proprietary observational assessment and scoring system used to estimate a child's development which includes the assessment, manuals and other documentation, and any corrections, bug fixes, enhancements, updates or other modifications. Customer who subscribes to the Learning Genie modules containing DRDP are bound by the DRDP (DRDPOnline) End User Licensing Agreement (EULA) with the California Department of Education as the third party beneficiary of the terms, attached hereto as Exhibit C.

8. Confidential Information: For purposes of this section, a Party receiving Confidential Information (as defined below (shall be the "Recipient" and the Party disclosing such information shall be the "Discloser" and "Confidential Information" means all information disclosed by Discloser to Recipient during the Term. Customer hereby acknowledges that Services (including any documentation, software, manuals, guides, training material and videos, and any translations, compilations, partial copies and derivative works thereof) will be considered Confidential Information belonging exclusively to Learning Genie, and Learning Genie hereby acknowledges that Customer Data will be considered Confidential Information belonging to Customer, in each case regardless of whether or not marked as "confidential" or "proprietary".

(a) Covant. To the extent permitted by law, recipient hereby agrees that during the Term and at all times thereafter it shall not (i) disclose such Confidential Information of the Discloser or any person or entity or third-party, except to its own personnel having a "need to know"(and who themselves are bound by similar nondisclosure restrictions), and to such other recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser; ii) use Confidential Information of Discloser except to its license rights or perform its obligations under this Agreement. Notwithstanding the foregoing, Recipient many disclose Discloser's Confidential Information to the extent that such disclosure is necessary for the Recipient to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Disclosure in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.

(b) Injunctive Relief. Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Discloser not adequately compensated by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without the necessity of posting bond to prevent any actual or threatened violation of such provisions.

9. Representations and Warranties: The Service is made available in reliance upon the following representations and warranties: (i) The user is a school administrator or has been authorized by an Administrator or Teacher to access the service; (ii) the user will not use the Service for the purpose of violating any statute, rule, or regulation, including, without limitation, FERPA or COPPA; (iii) the user will not use the Service to facilitate the distribution of computer viruses, spyware, or any other malicious code; (iv) the user will not use the Service to post information that infringes upon the proprietary rights of third parties, including without limitation intellectual property rights, or rights of publicity or privacy; and (vi) the user will not use the Service in any manner other than as described herein.

10. Disclaimer of Warranties: Learning Genie shall undertake its best efforts to monitor and maintain the Service, but offers no guarantee or warranty that it will be free of bugs, errors, or defects, or will otherwise operate without interruption. Customer acknowledges the Service may be temporarily unavailable from time to time due to scheduled or emergency maintenance. Learning Genie shall provide reasonable advance notice of any scheduled service interruption, and use reasonable efforts to correct any bugs, errors, defects, and other matters outside of its control that may affect the delivery of the Service within a reasonable time frame after they are discovered or reported. EXCEPT AS SET FORTH HEREIN, LEARNING GENIE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICE. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICE IS PROVIDED "AS IS" AND LEARNING GENIE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The Service may link to external third-party resources that may display advertisements for products and services offered by third parties. Learning Genie makes no guarantees about, and assumes no responsibility for, the content of such advertisements, or the availability, delivery, or performance of any product or service offered therein.

11. Limited Privacy Warranty. Learning Genie hereby recognizes that the Customer Data which Customer provides

12. Term and Termination:

(a) Agreement Term. The term of this Agreement shall commence on the Effective Date (Service Start Date) and continue thereafter until terminated in accordance with the terms and conditions set forth therein or herein or until the term of the Subscription expires, whichever is earlier.

(b) Proposal Term. The term of the applicable Proposal shall commence on the last date the applicable Proposal is signed by the parties and continue thereafter until terminated in accordance with the terms and conditions set forth therein or herein or until the term of the Subscription expires, whichever is earlier.

(c) Termination for Breach. If a party materially breaches this Agreement and/or the terms of any Proposal (the "Defaulting Party"), and the Defaulting Party does not cure such breach within thirty (30) calendar days after its receipt of written notice of material breach, the non-defaulting party may terminate this Agreement and/or Proposal upon written notice to the Defaulting Party. Termination of this Agreement and/or the Proposal will be without prejudice to any other rights and remedies that the non-defaulting party may have under this Agreement or at law or in equity.

(d) Termination for Insolvency. Either party may terminate this Agreement in the event the other party becomes Insolvent. For purposes of this Subsection 9(d)., "Insolvent" or "Insolvency" shall mean a party that makes an assignment for the benefit of creditors, has a receiver, trustee, custodian (or similar party) appointed or designated to administer its affairs or otherwise take control of its assets or business operations, becomes a debtor in a voluntary proceeding under any chapter of The United States Bankruptcy Code Or Any law or statutory scheme relating to insolvency,reorganization or liquidation, or an involuntary petition in bankruptcy, or other insolvency proceeding is filed against a party and is not dismissed within ninety (90) calendar days thereafter.

(e) Termination for Dissolution. Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party ceases to do business, or otherwise terminates its business operations without a successor.

(f) Non-binding for Multi-Year Contract. The
The customer is exempted from multi-year contract payment obligations (the remaining portion) when the Customer loses its funding to sustain their program. In the event that a Customer Order includes discounted pricing for a multi-year contract and/or bundled services, Learning Genie receives the right to invoice Customer at the then-current pricing for the non-terminated Service.

(g) Upon termination pursuant to this Section 12, Customer will pay all outstanding fees, charges and expenses owed through the term of this Agreement as if
such Agreement had not been terminated. For the avoidance of doubt, any pre-paid fees are non-refundable.

11. Limitation of Liability: In no event shall Learning Genie be liable to Customer or any other party for any indirect, special, incidental, consequential, or punitive damages, however and wherever arising, that may result from the delivery or failure of the Service, including without limitation to losses incurred due to: (a) software glitches, server failures, power outages, or any other issue beyond Learning Genie's control; (b) any delays in or failure of the Service to operate as described; (c) any use of the Service in violation of the terms of this Agreement.

12. Choice of Law; Forum: This document shall be governed in all respects by the laws of the United States and the State of California. Any claim or dispute arising under this Agreement, whether subject to mandatory arbitration or otherwise, must be brought in San Diego County, California except as otherwise agreed by the Parties. The Parties agree to submit to the personal jurisdiction of the courts located within San Diego, California for the purpose of litigating all such claims or disputes. All claims filed or brought contrary to this section shall be considered improperly filed. Should any claim be filed improperly, the Party against who the claim has been brought may recover reasonable attorneys' fees and costs, provided that the other party has been notified in writing of the improperly filed claim and has failed to withdraw the claim promptly.

EXHIBIT A

REGULATORY COMPLIANCE STATEMENTS

FERPA Compliance Statement: The Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) (FERPA) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. Under FERPA, the student information they document using the Service does not constitute an official education record, but instead constitutes Directory Information as that term is defined in FERPA. Subject to certain exceptions, a school or district cannot disclose personally identifiable information recorded in a student's educational record to a third-party provider such as Learning Genie without the written consent of the student's parents or legal guardians. The exceptions to this prohibition include Directory Information such as that recorded using the Learning Genie Service. As a School Official or Institution providing Directory Information or any other information to Learning Genie, you hereby represent and warrant that your institution has:

(a) Complied with the Directory Information exception, which includes informing parents what information the Institution deems to be Directory Information, and giving parents a reasonable opportunity to opt-out of the disclosure of such information; or

(b) Complied with the FERPA School Official Exception by informing parents in their annual notification of FERPA rights that the Institution defines "School Official" to include service providers, and defines "Legitimate Educational Interest" to include services such as the type provided by Learning Genie; or

(c) Obtained all necessary parental written consent to share the Directory Information and Educational Records with Learning Genie, in each case, solely to enable Learning Genie to provide the Service.

Further in compliance with FERPA, Learning Genie will: (i) grant Administrators direct control of the use and maintenance of the information provided to Learning Genie in accordance with their policies; (b) comply with Administrators' data retention, archival, and destruction requirements throughout the term of this Agreement and afterwards; and (c) provide access to information to parents when to do so for the purposes of correcting any inaccuracies therein.

AB 1584 Compliance Statement: Pursuant to California AB 1584, as codified in Section 49073.1 of the California Education Code, Learning Genie represents and warrants as follows:

(a) Ownership of Pupil Records: Any and all Pupil Records provided to Learning Genie, or to which Learning Genie has been granted access, are and shall remain the sole property of the School District or educational agency (collectively, "School District") that provided or granted access to such records.

(b) Pupil-Generated Content: The Learning Genie System does not collect or store any Pupil-Generated content. In the event the System is updated to incorporate such a feature, Learning Genie shall amend this Statement to describe the means by which pupils may retain possession and control of pupil-generated content.

(c) Third Party Access and Use: Learning Genie prohibits all third parties from accessing or utilizing any Pupil Record for any purpose other than those required by or permitted by the contract for Learning Genie's services.

(d) Parent and Pupil Review Procedures: The System enables any Authorized User to permit parents, legal guardians, and eligible pupils to review personally identifiable information contained in Pupil Records, and to correct erroneous information, in accordance with procedures established by the School District.

(d) Security and Confidentiality of Pupil Records: Learning Genie has designated a Security Compliance Officer (SCO), who is responsible for: (i) ensuring that Learning Genie servers are protected against unauthorized access to the greatest degree possible; (ii) limiting employee access to Pupil Records to whatever extent is required for them to perform their job functions; and (iii) training employees in data security procedures to further ensure compliance with company data security policies.

(e) Unauthorized Disclosure: In the event any Pupil Records are inadvertently disclosed via outside data breach or for any other reason, the SCO shall notify the School District that owns such records immediately upon the discovery of such inadvertent disclosure. The School District may in turn utilize the System to notify affected parents, legal guardians, or eligible pupils via posts within the System, emails, or in such other manner as the School District deems appropriate.

(f) Post-Contract Data Deletion: Learning Genie hereby certifies that, upon the termination of a service contract with a School District, it shall isolate and permanently delete any and all Pupil Records belonging to such School District that may remain on the System, unless the School District or applicable regulations require the retention of such data, in which case the records shall be deleted upon the expiration of the retention period. Prior to deleting any Data Records, Learning Genie shall first ensure that the School District has downloaded backups of the same. Notwithstanding the foregoing, Learning Genie reserves the right to retain "de-identified" elements of Pupil Records that do not include personally identifiable information for the purpose of research and for enhancing the Service to the extent permitted by applicable law.

(g) FERPA Compliance: Learning Genie offers School Districts utilizing the System the means to comply with their obligations under the Federal Educational Rights and Privacy Act (20 USC §1232(g)), by enabling Authorized Users to inspect and review Pupil Records and to correct any inaccuracies therein as described in Section 4 of this Agreement.

(h) Prohibition Against Targeted Advertising: Learning Genie strictly prohibits the use of any personally identifiable information included in a Pupil Record to direct targeted advertising for any product or service. In furtherance of this prohibition, Learning Genie does not sell, trade, or rent any element of personally identifiable information to any third party.

SB 1177 Compliance Statement: Pursuant to California SB 1177, as codified in Section 22584 of the California Business and Professions Code, Learning Genie represents and warrants as follows:

(a) Security Procedures: Learning Genie has designated a Security Compliance Officer (SCO), whose responsibilities are set forth in Section 5(d) of this Agreement;

(b) Authorized Deletion: Learning Genie will permanently delete any student information upon the request of an authorized school district or educator representative.

Further in compliance with SB1177, Learning Genie does not:

(i) Use any element of personally identifiable information (PII) of any student for the purpose of directing targeted advertising on its website or application;

(ii) Use any information (including persistent unique identifiers), created on or gathered by the Service, to amass a profile about a K-12 student except in furtherance of K-12 school purposes;

(iii) Sell, trade, or rent any information relating to K-12 students to any third party for any purpose whatsoever; or

(iv) Disclose any information created or gathered by the System unless such disclosure is authorized by the Code.

HIPAA Compliance Statement: Learning Genie follows the HIPAA Privacy Rule which establishes national standards to protect individuals' medical records and other personal health information. Learning Genie product employs encryption of ePHI data in-transit and at-rest. In addition, security management and training for internal staff on handling ePHI data security and contingency and data backup plans for an emergency are addressed as well. Exhibit B shows the Learning Genie HIPAA Compliance Procedures.

EXHIBIT B

Learning Genie HIPAA Compliance Procedures

Learning Genie follows the HIPAA Privacy Rule which establishes national standards to protect individuals' medical records and other personal health information. Our main data architecture uses the Reference Architecture for HIPAA on Amazon Web Service (AWS) (https://aws.amazon.com/quickstart/architecture/compliance-hi paa/). Learning Genie product employs encryption of ePHI data in-transit and at-rest. In addition, security management and training for internal staff on handling ePHI data security and contingency and data backup plans for an emergency are addressed as well. Below is a detailed description of the technical security and security management protocols.

1 Access Control and Data Encryption

1.1 Access controls provide users with rights and/or privileges to access and perform functions using information systems, applications, programs, or files. Access controls should enable authorized users to access the minimum necessary information needed to perform job functions.

Learning Genie is available on the cloud server with access from iOS (iPad, iPad mini, iPod touch, iPhone), Android phones and tablets, and regular web browsers.

For secured login through mobile devices, we allow school administrators to exclude login from mobile devices that are not in the "allowed list" with specific IP ranges. The privilege of access to the viewing and/or editing ePHI data are restricted to specific personal and protected by additional user ID and password login process.

Administrators or IT departments can turn on "Check MAC Address" switch and upload a list of MAC addresses for the authorized mobile devices. The Learning Genie program will block access to the school account from any unauthorized devices that are not in the school's approved devices list.

The back-end database and service are hosted through AWS. We employ AWS Identity and Access Management (IAM) to manage access to AWS services and resources securely. On top of AWS IAM, the back-end employs Multi-Factor Authentication (MFA) from Amazon Web Service as an extra layer of protection on top of the username and password. With MFA enabled, when a user signs in to an AWS Management Console, they will be prompted for their username and password (the first factor—what they know), as well as for an authentication code from their AWS MFA device (the second factor—what they have).

1.2. Access Control - Emergency Access Procedure

We have introduced a break-glass process, providing the ability to bypass normal access control procedures when existing authentication mechanisms fail. The implementation of a break glass system is based on the deployment of the AWS Systems Manager (SSM) with AWS Key Management Service (KMS) can be leveraged to allow administrative users the ability to recover access to systems on-demand, without having to bake in privileged users with predefined passwords on systems. Through the above process, we could retain the visit of AWS EC2, RDS, and other data/services during the emergency.

1.3. Access Control - Automatic Log off

We have implemented automatic log-off of the component managing ePHI after 4hrs after the first login. Our administrator portal and AWS console also implement an auto log-off every 12 hours.

1.4. Access Control - Encryption and Decryption

Our mobile and web browsers do not store any ePHI data into the local cache, backups, and log files. All data are decrypted and securely transmitted from the cloud storage or database encrypted at rest.

Learning Genie enables encrypted Amazon S3 storage for text files and media files. Amazon EBS volumes and configure Amazon S3 buckets for server-side encryption (SSE) using AES-256 encryption. Additionally, the database we employed such as Amazon RDS, Redis is encrypted using AWS built-in AES-256 encryption. For our Elasticsearch services, we ensure PHI is encrypted at-rest and in-transit within Amazon Elasticsearch Service. We use AWS KMS key encryption to encrypt data at rest in their Amazon ES domains.

From the client-side, Learning Genie does not save any cache or local file of ePHI at users' mobile devices (Learning Genie mobile App), browser cache through users Chrome, Safari, Firefox, or Edge on either Windows-based or MAC OS computers.

The files that need to be downloaded to users' devices, such as excel or PDF contain ePHI data, we employ password protection and encrypt those data files to ensure files are stored at rest encrypted at clients' devices.

1.5. Audit Controls: Implement hardware, software, and/or procedural mechanisms that record and examine activity in information systems that contain or use ePHI.

Learning Genie establishes the auditing capabilities to allow security analysts to examine detailed activity logs or reports to see who had access, IP address entry, what data was accessed, etc.

Learning Genie uses AWS CloudTrail to record AWS API calls for your account. KMS and CloudTrail are fully integrated, which means CloudTrail logs each request to and from KMS for future auditing.

For Virtual Private Cloud (VPC), Learning Genie can access VPC Flow Logs to capture information about the IP traffic going to and from network interfaces in the VPC. Flow log data can be published to Amazon CloudWatch Logs or Amazon S3.

For Amazon EC2, Learning Genie can run activity log files and audits down to the packet layer on their virtual servers, just as they do on traditional hardware. We can track any IP traffic that reaches their virtual server instance and back up the log files into Amazon S3 for long- term reliable storage.

For the RDS database, Learning Genie can access Microsoft SQL Server error logs, agent logs, trace files, and dump files by using the Amazon RDS console, AWS CLI, or RDS API.

To implement a data back-up plan on AWS, Amazon EBS offers persistent storage for Amazon EC2 virtual server instances. These volumes can be exposed as standard block devices, and they offer off-instance storage that persists independently from the life of an instance. To align with HIPAA guidelines, customers can create point-in-time snapshots of Amazon EBS volumes that are stored automatically in Amazon S3 and are replicated across multiple Availability Zones, which are distinct locations engineered to be insulated from failures in other Availability Zones.

These snapshots can be accessed at any time and can protect data for long-term durability. Amazon S3 also provides a highly available solution for data storage and automated back-ups. By simply loading a file or image into Amazon S3, multiple redundant copies are automatically created and stored in separate data centers. These files can be accessed at any time, from anywhere (based on permissions), and are stored until intentionally deleted.

Moreover, AWS inherently offers a variety of disaster recovery mechanisms. Disaster recovery, the process of protecting an organization's data and IT infrastructure in times of disaster, involves maintaining highly available systems, keeping both the data and system replicated off-site, and enabling continuous access to both.

1.6. Integrity - Mechanism to Authenticate ePHI

We utilize strong authentication technology for access control. Interfaces on mobile or web portal displaying ePHI are accessible to only authorized admin with additional password login protections.

All API calls are through HTTPS protection of the privacy and integrity of the exchanged data while in transit.

The encrypted ePHI data is stored in AWS RDS SQL-server with snapshots and backups in multiple AWS regions to prevent accidental or intentional destruction or alteration.

1.7. Authentication: Implement procedures to verify that who accesses ePHI is the one claimed.

Learning Genie allows the system admin to set only designated personnel to be authorized to view the ePHI data. They could only access the specific units (e.g. class, school, or schools) assigned to them. To access ePHI data, additional login with salted password protection is used to authenticate the unique user.

1.8. Transmission Security - Integrity Controls: Implement security measures to ensure that electronically transmitted ePHI is not improperly modified without detection until disposed of.

We employ HTTPS encryption throughout all possible data transfer nodes to ensure the integrity of the data. The data transmission between client devices (mobile or web portal) and the AWS cloud server employs HTTPS (SSL/TLS) protocol. At AWS we also use Amazon Virtual Private Cloud (VPC), which provides a private subnet within the AWS cloud, and the ability to use an IPsec Virtual Private Network (VPN) device to provide an encrypted tunnel between the Amazon VPC and the data center. In addition, data transmission among AWS ELB, EC2, RDS SQLServer, S3, and Elastic search all employ the same HTTPS (SSL/TLS) protocol.

1.9. Transmission Security - Encryption: Implement a mechanism to encrypt ePHI whenever deemed appropriate.

We also use Amazon Virtual Private Cloud (VPC), which provides a private subnet within the AWS cloud, and the ability to use an IPsec Virtual Private Network (VPN) device to provide an encrypted tunnel between the Amazon VPC and the data center.

In addition, data transmission among AWS ELB, EC2, RDS SQLServer, S3, and Elastic search all employ the same HTTPS (SSL/TLS) protocol.

2. Security Management Process and Risk Control

Procedures 2.1. Security Management Process - Risk Analysis

Learning Genie performs and documents a risk analysis to see where PHI is being used and stored to determine all the ways that HIPAA could be violated. The area includes Cloud Server, Applications, Software, Computers, Mobile Devices, and internal process as well as service flows.

2.2. Security Management Process - Risk Management

Learning Genie implements sufficient measures to reduce these risks to an appropriate level by strictly avoiding unnecessary access, storage of ePHI data.

2.3 Security Management Process - Sanction Policy

Learning Genie creates and implements sanction policies for employees who fail to comply. Learning Genie Sanction Policy Document will be available upon request.

2.4 Security Management Process

Learning Genie management implements regular reviews of the AWS system logs and activity logs of the users, and audit trails through the AWS Cloudtrails and other log files to spot any potential risk or irregularities.

2.5 Assigned Security Responsibility - Officers

Learning Genie has designated Lala Zhang, as the designated HIPAA Security and Privacy Officers.

2.6 Information Access Management

Learning Genie's internal policy ensures internal staff has no access to ePHI data from the users. Software development will only be carried out in the sandbox environment. Supporting staff will be using remote conference zoom calls to support users if ePHI data is involved.

2.7 Security Awareness and Training - Security Reminders

Learning Genie implements data security training on a base of twice per year. Periodically, admin teams will send updates and reminders about security and privacy policies to employees.

2.8 Security Awareness and Training - Login Monitoring

Learning Genie constantly updates the key security logins to the system and has login logs to monitor the discrepancies.

2.9 Security Awareness and Training - Password Management

Learning Genie implements a security password mechanism and sends reminders for users including internal staff and external staff to update and protect passwords.

2.10 Security Incident Procedures - Response and Reporting

In an event of an incident, or data breach, Learning Genie will take immediate action to secure the server and data (including immediately server shut down and/or migration when necessary), identify the extent of the breach, and notify the school and users immediately following the model security breach notification with a notification letter and present information including "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Learning Genie will also support the school in sending out notifications to the affected party (e.g. parents).

The following action items will be carried out upon data breach:

1. Identify breach
2. Notify users(s) within one business day of the identified breach
    a. Inform users to the best of our ability of how the incident occurred
    b. Disclose what data was lost/stolen to the best of our ability
    c. Explain how this breach has/will affect them
3. Provide users with a verbal and/or written plan of action within three days
4. Implement that plan of action and take steps to ensure a said breach does not reoccur as soon as reasonably possible
5. Lastly, determine whether or not a local law enforcement agency should be contacted based on the location and details of the incident.

2.11 Contingency Plan - Emergency Mode

Learning Genie adopts AWS as the main cloud service provider and adopted AWS multi-location back-up plans and Emergency Contingency Plan. All services will be continuously available as long as AWS fully executes the AWS contingency Plan. Contingency and Backup Plan will be available upon request.

2.12 Periodic Evaluations on HIPAA Compliance Procedure Learning Genie performs periodic evaluations at a pace of twice a year to see if any changes in your business or the law require changes to your HIPAA compliance procedures.

2.13 Business Associate Agreements

Learning Genie selects partners with HIPAA compliance certificates and other measures in place to ensure ePHI in compliance. Our main data service provider Amazon Web Service has comprehensive HIPAA compliance tools and protocol. Our other service provider, Applozic, an instant message/chat provider, also equips HIPAA compliant data encryption protocols.

EXHIBIT C

END USER USER SOFTWARE LICENSE AGREEMENT

For Access and Use of DRDP Online©, software containing Desired Results Developmental Profile© (2015)

EULA for California Agencies

EULA for non-California Agencies

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 12, 2025

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Improving Student Outcomes

TITLE AND SUBJECT: Approve Agreement with Outfront Media

ITEM DESCRIPTION: Included in the Board binders is an agreement with Outfront Media to provide billboard advertisement for Fresno Unified Career Technical Education (CTE) programs and pathways. As outlined in the Regional K-16 Education Collaborative Grant, Outfront Media will develop a marketing and implementation plan during the 2024/25 and 2025/26 school years.

Outfront Media will print and hang billboards in Fresno. Billboard locations are based on proximity to each high school region to ensure high traffic viewing. Outfront Media billboard advertisement will begin March 2025 and run through March 2026.

FINANCIAL SUMMARY: Sufficient funds in the amount of $78,100 are available in the Regional K-16 Education Collaborative Grant budget.

PREPARED BY: Marie Williams, Ed.D.

DIVISION: Instructional Division

CABINET APPROVAL PHONE: 559-457-3731

CABINET APPROVAL: Interim Chief Academic Officer, Carlos Castillo, Ed.D. Carlos Castillo (Jan 27, 2025 14:26 PST)

2309 Tulare Street,
Fresno, CA 93721
Stay Connected with Fresno Unified:
www.fresnounified.org

Fresno Unified School District
PURCHASING

Contract Routing Form

Completed Independent Contract Agreement Attached

Contract Number: 228402

Federal Funding Will Not Be Used

Outfront Media Inc	***Po Box 33074***
Vendor Name	***Address***
973-439-7611	**Steve Kern**
Phone Number	***Vendor Contact***
Term (Duration) From: 3/1/2025	**Through: 3/30/2026**
FUSD Contract Administrator: Kristen.Boroski@fresnounified.org	**Career Education**
Name	***Site/Dept***

Budget (Fund-Unit-Dept.-Activity-Function-Object) **060 9073 0710 5899 3800 1000**

Contract Amount: $78,100.00 **Authorized as Not to Exceed**

Scope of Work Summary: *Outfront* Media *To Provide Services For Printing And Hanging Career Education Billboards In Fresno. Locations Of Billboards Determined Based On Proximity To Each High School Region.*

FUSD contract administrator acknowledges all individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein. No, this is not applicable to the scope of work

Routing Order:

1) Reviewed & approved by **Department:** Kristen M Boroski

2) Reviewed & approved by **Cabinet Level:** Carlos Castillo

Jeremy Ward

3) Vendor Steve Kern

4) Reviewed & approved by **Risk Management:**

5) Reviewed & approved by **Chief Financial Officer:**

Please return signed agreement back to (name/email) : Amy.Koehler@Fresnounified.Org

Routing: ***Board Date(if applicable): 2/12/2025***

Fresno Unified School District
PURCHASING

1 Independent Contractor Services Agreement

2309 Tulare Street, Fresno, CA 93721
Stay Connected with Fresno Unified:
www.fresnounified.org

GENERAL INFORMATION Contract Number: *228402* Funding: *Federal Funding Will Not Be Used*

School/Department Budget:	**060 9073 0710 5899 3800 1000**
Contractor's Vendor Name:	***Outfront Media Inc***
Contractor's Contact Person:	**Steve Kern**
Contractor's Title:	***Sales Director***
Contractor's Telephone Number:	**973-439-7611**
Contractor's E-mail:	***Steve.Kern@Outfront.Com***
Contractor's Address:	***Po Box 33074***

This Independent Contractor Services Agreement is made and entered into effective 3/1/2025 (the "Effective Date") by Fresno Unified School District ("District") and ***Outfront Media Inc*** ("Contractor").

I. Contractor Services. Contractor agrees to provide

a.) OBJECTIVE: Outfront Media to provide services for printing and hanging Career Education billboards in Fresno. Locations of billboards determined based on proximity to each High School region to ensure high traffic viewing. Advertising period March 2025 through March 2026.

b.) REQUIREMENTS: Outfront Media to print provided billboard designs for each location and install at agreed upon locations. 66 eco vinyl's print and install - 6 copy changes for each of the 11 posters. Advertising period March 2025 through March 2026.

c.) SPECIFIC TASKS: Outfront Media to print provided billboard designs for each location and install at agreed upon locations. 66 eco vinyl's print and install - 6 copy changes for each of the 11 posters. Advertising period March 2025 through March 2026.

d.) DELIVERABLES AND DELIVERY SCHEDULE: Outfront Media to bill Fresno Unified for agreed upon billboard services. First invoice will be 50% of the contract agreement submitted by Outfront Media after Board approval. Final invoice for contract agreement will be submitted by June 2025.

e.) NOTICE REGARDING LATE DELIVERY: Outfront Media has guaranteed the advertising period of March 2025 - March 2026 in agreed upon locations in Fresno. The location for the billboards will not change during the contract period.

f.) PERSONNEL/KEY PERSONNEL: Kristen Boroski (Director, Career Education) and Amy Streets-Johnson (Program Manager, Career Education) along with Susan Bertz-Rosa (Bertz-Rosa LLC) will be in direct communication with Outfront Media.

g.) GENERAL ACCEPTANCE CRITERIA: Prints for billboards will be provided by Bertz-Rosa LLC after being reviewed/approved

by Career Education Department. Billboard locations will not change during the contract period.

h.) LOCATION/HOURS OF WORK: See attached agreement with Outfront Media for agreed upon billboard locations. Printing and installation of billboards will be completed by Outfront Media.

II. Academic Return on Investment

Situation	***Inputs***	***Outputs***		***Outcomes*** *(Must be measurable)*		
Problem and Need	***Investments*** *(e.g., equipment, funds, product, services, staff)*	***Activities*** *What we do*	***Participants*** *Who we reach*	***Short-term*** *(Learning)* *Expect to see*	***Mid-term*** *(Change in Behavior or Performance)* *Want to see*	***Long-term*** *(Change in Condition)* *Hope to see*
Using K16 grant dollars received in 2023/24, Create and inform community and industry/business partners with a consistent and compelling message about Career Technical Education / College and Career Readiness within Fresno Unified School District. Combat negative narratives surround Fresno Unified. Celebrate the accomplishments of our Fresno Unified students.	Professional services required to target industry partners, education partners, students, parents/guardians and the general community. Time, staff time, materials and supplies necessary to launch districtwide campaign.	Utilize the professional services of Outfront Media, as outlined in our K16 grant, to develop a marketing and implementation plan during the 2024/25 and 2025/26 school years.	Industry partners, education partners, students, parents/guardians and the general community.	An awareness that informs the target audiences that our CTE pathways and programs exists that cycles into the target audience's curiosity to learn more.	The target audience will engage in our CTE programs and support our CTE students and staff by enrolling in courses, joining Career Technical Student Organizations, attending site parent/guardian informational meetings about College and Career readiness opportunities, volunteer to provide work-based learning experiences to our students and staff.	The target audience will promote and share about our CTE pathways and programs which will help with workforce development efforts within our city. The goal is to highlight student accomplishments, strengthen CTE course enrollment, and recruit industry partners to engage with students and staff to provide relevant and authentic learning experiences outside of the traditional classroom walls. This will ultimately lead to a better perspective about Fresno Unified School District and the role we play within our community.

III. Terms and Conditions

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

2. Term. This Agreement shall begin on 3/1/2025, and shall terminate on 3/30/2026. There shall be no extension of the term of the agreement without express written consent from all parties.

3. Payment. District agrees to pay Contractor at following rate of $0.00 per n/a, not to exceed $78,100.00. Checks will be made payable to . ***Outfront Media 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.

4. Incidental Expenses. **No** (If Yes, see a-f)
   a. Lodging $0.00 Actual cost. Not to exceed IRS Travel per diem limits **Receipt Required.*
   b. Meals $0.00 Reimbursement limited to actual cost up to IRS M&IE per diem rates for: Breakfast, Lunch, and Dinner **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): $78,100.00
   f. Other $0.00

	Yes	No
5. Employment. Contractor must certify by acknowledgment they are **NOT** a current FUSD employee *(including supplemental/non-perm)* ***(must mark Yes to confirm**. If employment relationship exists contact purchasing.)*	○	◉
6. Contractor is a CalPERS or CalSTRS retiree?	○	◉
7. California Residency. Contractor is exempt from nonresident withholding in California	○	◉

8. Report Fraud, Waste and Abuse. By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form by visiting the Report Fraud, Waste, or Abuse link at the bottom of www.fresnounified.org, or navigating direct to https://ppc.cpa/fresno-unified-fraud-alert-form . 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.

9. 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 SK

10. Anti-discrimination. Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the District's Chief Compliance and Title IX Officer David Chavez, by phone at 559-457-3500, by email at David.Chavez@fresnounified.org, or in person at 2309 Tulare Street Fresno, CA 93721.

11. 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.

12. Confidential Information

a. For the purposes of this Agreement "Confidential Information" includes any written or oral information or data, disclosed by either Party to the other, which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, administration, plan design, benefits or contractual affairs of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.

b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a "need to know," and who are themselves bound by similar nondisclosure restrictions (collectively, "Representatives"). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the District in writing within three (3) business days. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph 13.B. Upon the request of the District, Contractor shall provide a written acknowledgment from each of its Representatives that said Representative is bound by the terms of this Paragraph 13.B.

c. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information.

d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:

i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;

ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the District an opportunity to seek appropriate protection; and

iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.

e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the District. By granting access to Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any Confidential Information. After its review of the Confidential Information Contractor will return to the District all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the District's permission destroy the Confidential Information and certify in writing that it has been destroyed.

13. Injunctive Relief. Each Party acknowledges that a breach or threatened breach of this Agreement may cause immediate and irreparable harm to the District and that, to protect against such harm, the District may seek from a court of competent jurisdiction the issuance of a restraining order or injunction to prohibit any threatened disclosure or misuse of the District's Confidential Information. Such an action for a restraining order or injunction is in addition to and does not limit all other remedies provided by law or in equity or by agreement between the Parties.

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

    a. The Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnities, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnities, notwithstanding whether liability is, can be or has yet been established.
    b. The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnities, in any such suit, action or other legal proceeding. The Contractor shall reimburse Indemnities, and each of them, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
    c. Acceptance of insurance certificates and endorsements required under the contract does not relieve the Contractor from liability under this indemnification and hold harmless clause. The requirements of this Section (Indemnification and Hold Harmless) shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

15. Insurance. Without limiting "Contractor" indemnification, it is agreed that "Contractor" shall secure and maintain in force during the term of this Agreement a **Commercial General Liability** policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than two million ($2,000,000) dollars per occurrence, four million ($4,000,000) annual aggregate limit. **Business automobile Liability** Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than two million ($2,000,000) dollars per occurrence. In the event "Contractor" is working with students individually or providing professional services to students, "Contractor" shall maintain a policy providing coverage for sexual molestation and/or abuse claims. In the event that "Contractor's" Commercial General liability policy excludes coverage for sexual molestation and/or abuse claims shall be required to procure a separate or supplemental policy providing such coverage. The limits of coverage for the **abuse and molestation policy** shall be not less than $2,000,000 per claim and $4,000,000 aggregate. If any of the required policies provide coverage on a claims-made basis then the following shall apply; 1) The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work; 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work; (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. Self-insured retentions must be declared to and approved by District. The District may require "Contractor" to provide proof of ability to pay losses and related investigations, claims

administration and defense expenses within the retention. The policy shall provide, or be endorsed to provide, that the self-insured retention maybe satisfied by either the named insured or the District. **The District shall be named as an additional insured on the policies by separate endorsement.** A Certificate of Insurance and endorsements shall be **attached to this Agreement as proof of insurance.** The "Contractor" policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary.

16. Independent Contractor Status. While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

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

18. Fingerprinting Requirements. Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor and its consultants, prior to any of the Contractor 's employees, or those of any other consultants, coming into contact with the District's pupils submit through the DISTRICT fingerprints to the Department of Justice (DOJ) for the monitoring and supervision of employee(s) and/or affiliated constituents. Contractor will not begin work on the Project site until obtaining a DOJ cleared status through the DISTRICT. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant certifies Consultants certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1.

Fingerprinting required per this contract: No, this is not applicable to the scope of work

"Fingerprinting Requirements," is expressly understood and agreed to by the parties hereto:

Contractor's initials SK SK District's initials

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company or to an officer of the corporation for whom it was intended, or if delivered to or sent by registered or certified mail to the last business address known to the person who gives the notice.

District:

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

Contractor: ***Outfront Media Inc***

Name: **Steve Kern**

Address: ***Po Box 33074***

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

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. Vendor Requested Special Terms and Conditions (if applicable). District's initials SS

34. The complete Agreement includes and incorporates by reference herein all of the "Contract Documents" which includes: all terms and conditions of this agreement, Academic Return on Investment Exhibit, provisions of required forms, any appendix, schedules, or attachments, and all modifications, and amendments.

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

DISTRICT

Fresno Unified School District

Patrick Jensen, Chief Financial Officer

Date

CONTRACTOR

Outfront Media Inc

Steve Kern

Name:*Steve Kern , *Title: Sales Director

Jan 22, 2025

Date

Approved As To Form:

Stacey Sandoval, Executive Director Risk Management

Jan 24, 2025

Date

Contract: 228402 OUTFRONT MEDIA INC

FUSD Contract Administrator:
Kristen.Boroski@fresnounified.org

Attachments

Fresno Unified School District
PURCHASING
4498 N. Brawley
Fresno, CA 93722
559-457-3588

ADVERTISER AGREEMENT

OUTFRONT

OUTFRONT Media
5678 East Shields
Fresno,CA 93727-9984
(559) 292-8300
(559) 292-8434

CONTRACT NO.: **3958152**

DATE: 12/12/24

ADVERTISER: Fresno Unified School District

BRAND:

CAMPAIGN: CTE

CLIENT SUPPLIES PRODUCTION: Yes

ACCOUNT EXECUTIVE: Stephanie Backiel (N18)

Copy must meet Production specifications and be received 10 working days prior to each advertising period.
THIS AGREEMENT AND THE COPY TO BE DISPLAYED HEREUNDER IS SUBJECT TO THE APPROVAL OF OUTFRONT MEDIA'S MARKET GENERAL MANAGER AND THE OWNER OF THE LOCATION AS APPLICABLE

Advertiser Bill-To# 1169569
FUSD Career Education
2309 Tulare Street
Fresno, CA 93721
559.457.3000
Attn: Amy Koehler

Subject to the terms of the Production Information Addendum Page and the OUTFRONT Media Terms and Conditions of Advertising Service each attached hereto and made a part hereof, the advertiser and/or agency listed on this page (collectively, "Advertiser") hereby contracts with Outfront Media LLC ("Company") for the display of advertising copy ("Copy") on the advertising display(s) described below, commencing approximately on the commencement date of the Advertising Period listed below and delivered in accordance with and subject to Company's Specifications for Inventory and Packages located at www.outfrontmedia.com/resources/posting-standards (the "Inventory Specifications"). Advertiser shall provide the Copy in the form and type and within the timeframe specified by Company, including sufficient overage Copy and posting instructions.
See Production Information Addendum page for shipping quantities and addresses for static copy. For further specifications regarding the inventory and packages purchased under this Contract, see the asset descriptions at www.outfrontmedia.com/resources/posting-standards.

Market	Media/Location(s)	Configured Spots***	Size	GRP/ IMP 18+	Units	Advertising Period	No. of Periods	*	Period Cost
Fresno, CA Posters	Posters/Unit# 7120-1 Ventura 75 ft W/O F St. SL F/E	NA	10'5"x22'8"		1	03/03/25-03/01/26	13.00	4W	$500.00
Fresno, CA Posters	Posters/Unit# 65503A-2 Kings Cnyn 150 ft E/O Recreation S/S F/W	NA	10'5"x22'8"		1	03/03/25-03/01/26	13.00	4W	$500.00
Fresno, CA Posters	Posters/Unit# 6399B-2 Cedar 100 ft N/O Tulare E/S F/S	NA	10'5"x22'8"		1	03/03/25-03/01/26	13.00	4W	$500.00
Fresno, CA Posters	Posters/Unit# 6378B-2 Clinton 123 ft E/O Cedar N/S F/E	NA	10'5"x22'8"		1	03/03/25-03/01/26	13.00	4W	$500.00
Fresno, CA Posters	Posters/Unit# 65283A-2 Blackstone 125 ft S/O Shaw E/S F/S	NA	10'5"x22'8"		1	03/03/25-03/09/25	.25	4W	$500.00

Customer Ref#
Special Instructions:
Non space covers 66 eco vinyls print and install, which is 6 copy changes for each of the 11 posters

Net Space Total: $71,500.00
Net Non-Space Total: $6,600.00
Net Agreement Total: $78,100.00

THIS AGREEMENT IS NON-CANCELABLE BY ADVERTISER EXCEPT AS SET FORTH IN THE TERMS AND CONDITIONS ATTACHED HERETO. THIS CONTRACT CONSISTS OF THIS PAGE, THE INVENTORY SPECIFICATIONS LOCATED AT WWW.OUTFRONTMEDIA.COM/RESOURCES/POSTING-STANDARDS, THE PRODUCTION INFORMATION ADDENDUM PAGE, ANY ADDENDA APPLICABLE TO OTHER PRODUCTS AND SERVICES (SUCH AS MOBILE ADVERTISING OR ATTRIBUTION SERVICES), AND THE OUTFRONT MEDIA TERMS AND CONDITIONS OF ADVERTISING SERVICE INCORPORATED HEREIN, ALL OF WHICH ADVERTISER HEREBY ACKNOWLEDGES RECEIVING AND APPROVING. ANY MISSING PAGES OF THIS CONTRACT MAY BE OBTAINED OR REQUESTED THROUGH ANY OUTFRONT MEDIA OFFICE OR REPRESENTATIVE IF LOST OR NOT RECEIVED BY ADVERTISER. FACSIMILE OR ELECTRONIC SIGNATURES SHALL HAVE THE SAME FORCE AND EFFECT AS ORIGINAL SIGNATURES. THIS CONTRACT MAY BE EXECUTED IN SEVERAL COUNTERPARTS, EACH OF WHICH SHALL CONSTITUTE ONE AND THE SAME INSTRUMENT. THE AGENCY AND/OR THE SIGNATORY HERETO REPRESENTS AND WARRANTS THAT THEY ARE AUTHORIZED TO EXECUTE THIS CONTRACT ON BEHALF OF AND BIND THE ADVERTISER AND THAT THE ADVERTISER APPROVES SAME.

:EPTED AND AGREED TO BY - OUTFRONT MEDIA

ADVERTISER/AGENCY _____
AUTHORIZED SIGNATURE - TITLE

_____ DATE _____

PLEASE PRINT _____ DATE _____
NAME - TITLE

riod Codes: M=Monthly; W=Weekly; 4W=4 Weeks; D=Daily; OT=One Time TF=Till Forbid *** Configured Spots is the maximum number of spots on a digital display

ADVERTISER AGREEMENT

OUTFRONT

OUTFRONT Media
5678 East Shields
Fresno,CA 93727-9984
(559) 292-8300
(559) 292-8434

CONTRACT NO.: **3958152** DATE: 12/12/24

ADVERTISER: Fresno Unified School District CLIENT SUPPLIES PRODUCTION: Yes

BRAND: ACCOUNT EXECUTIVE: Stephanie Backiel (N18)

CAMPAIGN: CTE

Copy must meet Production specifications and be received 10 working days prior to each advertising period.
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Advertiser Bill-To# 1169569
FUSD Career Education
2309 Tulare Street
Fresno, CA 93721
559.457.3000
Attn: Amy Koehler

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Market	Media/Location(s)	Configured Spots***	Size	GRP/ IMP 18+	Units	Advertising Period	No. of Periods	*	Period Cost
Fresno, CA Posters	Posters/Unit# 6380A-1 Barstow 1180 ft E/O Blackstone N/S F/W	NA	10'5"x22'8"		1	03/03/25-03/01/26	13.00	4W	$500.00
Fresno, CA Posters	Posters/Unit# 4565-1 Mckinley 260 ft W/O Blackstone S/S F/E	NA	10'5"x22'8"		1	03/03/25-03/01/26	13.00	4W	$500.00
Fresno, CA Posters	Posters/Unit# 6245B-2 Dakota 550 ft E/O Winery N/S F/E	NA	10'5"x22'8"		1	03/03/25-03/01/26	13.00	4W	$500.00
Fresno, CA Posters	Posters/Unit# 68016A-1 Clovis 910 ft N/O Shields E/S F/N	NA	10'5"x22'8"		1	03/03/25-03/01/26	13.00	4W	$500.00
Fresno, CA Posters	Posters/Unit# 65014A-1 Mckinley 200 ft E/O Fresno N/S F/W	NA	10'5"x22'8"		1	03/03/25-03/01/26	13.00	4W	$500.00

Customer Ref#
Special Instructions:
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Subject to the terms of the Production Information Addendum Page and the OUTFRONT Media Terms and Conditions of Advertising Service each attached hereto and made a part hereof, the advertiser and/or agency listed on this page (collectively, "Advertiser") hereby contracts with Outfront Media LLC ("Company") for the display of advertising copy ("Copy") on the advertising display(s) described below, commencing approximately on the commencement date of the Advertising Period listed below and delivered in accordance with and subject to Company's Specifications for Inventory and Packages located at www.outfrontmedia.com/resources/posting-standards (the "Inventory Specifications"). Advertiser shall provide the Copy in the form and type and within the timeframe specified by Company, including sufficient overage Copy and posting instructions.
See Production Information Addendum page for shipping quantities and addresses for static copy. For further specifications regarding the inventory and packages purchased under this Contract, see the asset descriptions at www.outfrontmedia.com/resources/posting-standards.

Market	Media/Location(s)	Configured Spots***	Size	GRP/ IMP 18+	Units	Advertising Period	No. of Periods	*	Period Cost
Fresno, CA Posters	Posters/Unit# 5161B-1 Palm & Belmont NE/S F/S	NA	10'5"x22'8"		1	03/03/25-03/01/26	13.00	4W	$500.00
Fresno, CA Posters	Posters/Unit# 65283A-2 Blackstone 125 ft S/O Shaw E/S F/S	NA	10'5"x22'8"		1	06/02/25-05/24/26	12.75	4W	$500.00

Customer Ref#
Special Instructions:
Non space covers 66 eco vinyls print and install, which is 6 copy changes for each of the 11 posters

THIS AGREEMENT IS NON-CANCELABLE BY ADVERTISER EXCEPT AS SET FORTH IN THE TERMS AND CONDITIONS ATTACHED HERETO. THIS CONTRACT CONSISTS OF THIS PAGE, THE INVENTORY SPECIFICATIONS LOCATED AT WWW.OUTFRONTMEDIA.COM/RESOURCES/POSTING-STANDARDS, THE PRODUCTION INFORMATION ADDENDUM PAGE, ANY ADDENDA APPLICABLE TO OTHER PRODUCTS AND SERVICES (SUCH AS MOBILE ADVERTISING OR ATTRIBUTION SERVICES), AND THE OUTFRONT MEDIA TERMS AND CONDITIONS OF ADVERTISING SERVICE INCORPORATED HEREIN, ALL OF WHICH ADVERTISER HEREBY ACKNOWLEDGES RECEIVING AND APPROVING. ANY MISSING PAGES OF THIS CONTRACT MAY BE OBTAINED OR REQUESTED THROUGH ANY OUTFRONT MEDIA OFFICE OR REPRESENTATIVE IF LOST OR NOT RECEIVED BY ADVERTISER. FACSIMILE OR ELECTRONIC SIGNATURES SHALL HAVE THE SAME FORCE AND EFFECT AS ORIGINAL SIGNATURES. THIS CONTRACT MAY BE EXECUTED IN SEVERAL COUNTERPARTS, EACH OF WHICH SHALL CONSTITUTE ONE AND THE SAME INSTRUMENT. THE AGENCY AND/OR THE SIGNATORY HERETO REPRESENTS AND WARRANTS THAT THEY ARE AUTHORIZED TO EXECUTE THIS CONTRACT ON BEHALF OF AND BIND THE ADVERTISER AND THAT THE ADVERTISER APPROVES SAME.

riod Codes: M=Monthly; W=Weekly; 4W=4 Weeks; D=Daily; OT=One Time TF=Till Forbid *** Configured Spots is the maximum number of spots on a digital display

ADVERTISER AGREEMENT

OUTFRONT

OUTFRONT Media
5678 East Shields
Fresno,CA 93727-9984
(559) 292-8300
(559) 292-8434

CONTRACT NO.: **3958152**

DATE: 12/12/24

ADVERTISER: Fresno Unified School District

CLIENT SUPPLIES PRODUCTION: Yes

BRAND:

ACCOUNT EXECUTIVE: Stephanie Backiel (N18)

CAMPAIGN: CTE

Copy must meet Production specifications and be received 10 working days prior to each advertising period.
THIS AGREEMENT AND THE COPY TO BE DISPLAYED HEREUNDER IS SUBJECT TO THE APPROVAL OF OUTFRONT MEDIA'S MARKET GENERAL MANAGER AND THE OWNER OF THE LOCATION AS APPLICABLE

Advertiser Bill-To# 1169569
FUSD Career Education
2309 Tulare Street
Fresno, CA 93721
559.457.3000
Attn: Amy Koehler

Subject to the terms of the Production Information Addendum Page and the OUTFRONT Media Terms and Conditions of Advertising Service each attached hereto and made a part hereof, the advertiser and/or agency listed on this page (collectively, "Advertiser") hereby contracts with Outfront Media LLC ("Company") for the display of advertising copy ("Copy") on the advertising display(s) described below, commencing approximately on the commencement date of the Advertising Period listed below and delivered in accordance with and subject to Company's Specifications for Inventory and Packages located at www.outfrontmedia.com/resources/posting-standards (the "Inventory Specifications"). Advertiser shall provide the Copy in the form and type and within the timeframe specified by Company, including sufficient overage Copy and posting instructions.
See Production Information Addendum page for shipping quantities and addresses for static copy. For further specifications regarding the inventory and packages purchased under this Contract, see the asset descriptions at www.outfrontmedia.com/resources/posting-standards.

Market/Media	Specifications	#Units	Copy Size	Total Sq. Ft.	Date(s)	No. of Periods	*	Period Cost T=Tax Value B=Barter Value		Period Total
Fresno, CA Posters Production Costs		66			03/03/25	1.00	OT	$6,600.00		$6,600.00

Ref. Space Contract#
Customer Ref#
Special Instructions:
Non space covers 66 eco vinyls print and install, which is 6 copy changes for each of the 11 posters

Total Net Amount:	$6,600.00
Total Shipping Cost:	$0.00
Total Sales Tax:	$0.00
Net Non-Space Total:	$6,600.00

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Period Codes: M=Monthly; W=Weekly; 4W=4 Weeks; D=Daily; OT=One Time TF=Till Forbid *** Configured Spots is the maximum number of spots on a digital display

ADVERTISER AGREEMENT - PRODUCTION INFORMATION ADDENDUM

OUTFRONT

Advertiser Bill-To# 1169569
FUSD Career Education
2309 Tulare Street
Fresno, CA 93721
559.457.3000
Attn: Amy Koehler

CONTRACT NO.: **3958152** **DATE:** 12/12/24

ADVERTISER: Fresno Unified School District **ACCOUNT EXECUTIVE:** Stephanie Backiel (N18)

BRAND:

CAMPAIGN: CTE

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Market	Media/Location(s)	Configured Spots***	Size	Copy Due Date	Shipping Quantity	Shipping Address	Service AE	Ext. Fab Per Sq Ft
Fresno, CA Posters	Posters/Unit# 7120-1 Ventura 75 ft W/O F St. SL F/E	NA	10'5"x22'8"	02/14/25	1	OUTFRONT Media 5678 East Shields Ave. Fresno,CA 93727 (559) 292-8300 Attn Outdoor Operations		
Fresno, CA Posters	Posters/Unit# 65503A-2 Kings Cnyn 150 ft E/O Recreation S/S F/W	NA	10'5"x22'8"	02/14/25	1	OUTFRONT Media 5678 East Shields Ave. Fresno,CA 93727 (559) 292-8300 Attn Outdoor Operations		
Fresno, CA Posters	Posters/Unit# 6399B-2 Cedar 100 ft N/O Tulare E/S F/S	NA	10'5"x22'8"	02/14/25	1	OUTFRONT Media 5678 East Shields Ave. Fresno,CA 93727 (559) 292-8300 Attn Outdoor Operations		
Fresno, CA Posters	Posters/Unit# 6378B-2 Clinton 123 ft E/O Cedar N/S F/E	NA	10'5"x22'8"	02/14/25	1	OUTFRONT Media 5678 East Shields Ave. Fresno,CA 93727 (559) 292-8300 Attn Outdoor Operations		
Fresno, CA Posters	Posters/Unit# 65283A-2 Blackstone 125 ft S/O Shaw E/S F/S	NA	10'5"x22'8"	02/14/25	1	OUTFRONT Media 5678 East Shields Ave. Fresno,CA 93727 (559) 292-8300 Attn Outdoor Operations		

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Market	Media/Location(s)	Configured Spots***	Size	Copy Due Date	Shipping Quantity	Shipping Address	Service AE	Ext. Fab Per Sq Ft
Fresno, CA Posters	Posters/Unit# 6380A-1 Barstow 1180 ft E/O Blackstone N/S F/W	NA	10'5"x22'8"	02/14/25	1	OUTFRONT Media 5678 East Shields Ave. Fresno,CA 93727 (559) 292-8300 Attn Outdoor Operations		
Fresno, CA Posters	Posters/Unit# 4565-1 Mckinley 260 ft W/O Blackstone S/S F/E	NA	10'5"x22'8"	02/14/25	1	OUTFRONT Media 5678 East Shields Ave. Fresno,CA 93727 (559) 292-8300 Attn Outdoor Operations		
Fresno, CA Posters	Posters/Unit# 6245B-2 Dakota 550 ft E/O Winery N/S F/E	NA	10'5"x22'8"	02/14/25	1	OUTFRONT Media 5678 East Shields Ave. Fresno,CA 93727 (559) 292-8300 Attn Outdoor Operations		
Fresno, CA Posters	Posters/Unit# 68016A-1 Clovis 910 ft N/O Shields E/S F/N	NA	10'5"x22'8"	02/14/25	1	OUTFRONT Media 5678 East Shields Ave. Fresno,CA 93727 (559) 292-8300 Attn Outdoor Operations		
Fresno, CA Posters	Posters/Unit# 65014A-1 Mckinley 200 ft E/O Fresno N/S F/W	NA	10'5"x22'8"	02/14/25	1	OUTFRONT Media 5678 East Shields Ave. Fresno,CA 93727 (559) 292-8300 Attn Outdoor Operations		

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Market	Media/Location(s)	Configured Spots***	Size	Copy Due Date	Shipping Quantity	Shipping Address	Service AE	Ext. Fab Per Sq Ft
Fresno, CA Posters	Posters/Unit# 5161B-1 Palm & Belmont NE/S F/S	NA	10'5"x22'8"	02/14/25	1	OUTFRONT Media 5678 East Shields Ave. Fresno,CA 93727 (559) 292-8300 Attn Outdoor Operations		
Fresno, CA Posters	Posters/Unit# 65283A-2 Blackstone 125 ft S/O Shaw E/S F/S	NA	10'5"x22'8"	05/16/25	1	OUTFRONT Media 5678 East Shields Ave. Fresno,CA 93727 (559) 292-8300 Attn Outdoor Operations		

T MEDIA TERMS AND CONDITIONS OF ADVERTISING SERVICE

1. Scope of the Contract. The "Contract" consists of these terms and conditions, the facing page, the Production Information Addendum, any attached addenda applicable to other products and services (such as mobile advertising or attribution services), if any, and Company's Specifications for Inventory and Packages located at www.outfrontmedia.com/resources/posting-standards (the "Inventory Specifications"), which are incorporated by reference herein. If an advertising agency or other agent or licensee of Advertiser ("Agency") is entering into this Contract on Advertiser's behalf, Agency represents that it has the authority to act and is acting as agent for Advertiser.

2. Delivery of Copy. At least ten working days before the estimated start date (unless otherwise agreed in writing by Company or set forth in the Inventory Specifications), Advertiser, at its sole expense, shall furnish and deliver to Company or to service points designated by Company sufficient supply of advertising copy ("Copy"), in the form and type specified by Company, with all necessary overage supply and posting instructions. If Copy is not timely and properly received in accordance with the Contract, a loss of service may occur and additional costs may be charged by Company, although commercially reasonable efforts will be used to post late Copy as promptly as practicable after receipt from Advertiser. If Advertiser requests expedited installation within five working days of Company's receipt of late Copy, a fee of not less than $650 per location will be payable. Company may use the location(s) in any manner prior to posting the late received Copy without limiting Advertiser's liability to pay for such location(s).

3. Copy Approval and Responsibility for Content. The character, design, text and illustrations on Copy and the material used are subject to approval by Company and by the location owner, transit company/authority or third party controlling the location ("Owner"). Nudity, pornographic, profane or obscene Copy is prohibited. If Copy is rejected, Advertiser shall provide acceptable replacement Copy within ten days of notification of rejection. If Advertiser fails to provide acceptable replacement Copy within such ten-day period, Company shall have the right to use the location(s) involved in any manner, without releasing Advertiser from its obligation to pay for such location(s). If after installation or posting, the Owner of a display disapproves any advertisement or if Company determines that adverse publicity, reputational harm or liability to Company or third parties has or is likely to result from any display, Company shall have the right to remove the advertisement and, at its option, either terminate this Contract or request new acceptable Copy in accordance with this paragraph. Advertiser shall indemnify, defend and save harmless Company and Owner against all claims and liabilities (including reasonable attorneys' fees and expenses) arising out of the advertising material displayed under this Contract, including, but not limited to, any claim for defamation, fraud, misrepresentation, any claim for infringement of any copyright, trademark, or other intellectual property right, or any claim for violation of any right of privacy, common law right or any other right of any person or entity.

4. Publicity for Certain Copy. If the Copy concerns a political, religious or social issue, Advertiser (including Agency) shall not make any press release or other public announcement or media outreach regarding this Contract or the related Copy that refers to Company without Company's express prior written consent (which consent may be granted or denied in Company's sole discretion), except as required under applicable law, in which case Advertiser shall obtain the approval of Company as to the form, nature and extent of the press release, public announcement or media outreach prior to issuing the press release or making the public announcement.

5. Inspection of Displays. Advertiser shall inspect each display within three days after installation or posting. Unless Advertiser gives written notice to Company specifying any defect within such three-day period, the display shall be conclusively presumed to have been inspected and approved by Advertiser for all purposes whatsoever, including the content and location of displays.

6. Maintenance and Damage. Company will use commercially reasonable efforts to maintain static displays in good condition to the extent of matters reasonably within Company's control. Should Advertiser's static Copy be lost, stolen, damaged, defaced, or deteriorated for any reason whatsoever, including ordinary wear and tear, Advertiser shall furnish replacement Copy, upon Company's request, without liability or expense to Company. If Advertiser fails to provide such replacement Copy, Company may use the location in any manner, without releasing Advertiser from its obligation to pay for such location. Any repainting or reposting requested by Advertiser in addition to that specified herein shall be paid by Advertiser in advance per Company's current quoted prices.

7. Inability to Post Copy. If for any reason whatsoever (i) Company is unable to secure any specified location or loses the right to use any location, or (ii) Company posts fewer locations or less Copy than specified, or (iii) any location becomes obstructed, destroyed or defaced, or (iv) Company fails to display digital Copy in accordance with the minimum display standard for digital displays as set forth in the Inventory Specifications, or (v) Company fails to deliver the minimum number of guaranteed impressions in accordance with the Inventory Specifications (where Company has provided an impression guarantee), or (vi) Company otherwise fails to meet its obligations hereunder, such failure shall not be deemed a breach or termination of this Contract and shall not render Company liable for any damages or offsets of any kind other than as set forth in this paragraph. As Advertiser's sole remedy and Company's sole obligation for any such failure (except where a more specific remedy is expressly provided for in this Contract), Company shall, at its sole option, either (A) extend the Advertising Period and/or post additional Copy to provide an equivalent amount of advertising service at the contracted location or a replacement location of equal value (per Company's prices and/or classifications), (B) provide a pro-rated credit for advertising services equivalent to the amounts paid for services not rendered, or (C) terminate the Contract in whole or in part and receive payment in full for services rendered through the termination date, with all other remedies at law or equity being expressly waived by Advertiser.

8. Illumination of Static Displays. Where illuminated static displays are provided, illumination will be from dusk to midnight unless otherwise specified by Company for a specific display. If illumination is halted or reduced for any reason, including, but not limited to, compliance with law or malfunction of equipment, and such period of halted or reduced illumination continues for more than five days after Company's receipt of notice from Advertiser, as Advertiser's sole remedy for such illumination failure, Advertiser shall receive a credit for the period of reduced or non-illumination at the rate of 15% of the contract price for the impacted period.

9. Invoicing and Payment. Invoicing will be rendered monthly in advance dating from the commencement date of the first Advertising Period. Where the facing page of this Contract specifies delivery by impressions and Company approves payment in arrears, invoicing will be rendered monthly as of the last business day of each month during the Advertising Period and following the end of the Advertising Period based on the number of impressions delivered during the prior monthly period or part thereof. Invoices rendered to Advertiser shall be conclusive as to the correctness of the items stated unless Company receives written objection within 15 days of the invoice date. Non-receipt of invoices or lack of invoicing shall not impact Advertiser's liability hereunder. All rates and adjustments are computed on the basis of 30 days to the month, unless

a different period is specified on the facing page of this Contract. Invoices shall be due 30 days after the date of invoice and failure to pay within such timeframe shall result in a default hereunder and shall further be deemed a default under any other agreements with Company. Invoices not paid when due shall accrue interest at the rate of 1.5% per month (18% annually), or such lesser rate permitted by law. Additionally, any discounts given shall be forfeited/reversed for invoices not paid within 60 days from the date thereof. Notwithstanding the foregoing, in the event that Company accepts payment by ACH or credit card, Company shall have the right, at Company's option, to either (i) require Advertiser to pay all amounts due or coming due under the Contract on the date of the ACH or credit card payment or (ii) require Advertiser to set up recurring payments whereby Advertiser's ACH or credit card is charged on each invoice date for the full invoice amount.

10. Credit Approval. Acceptance of this Contract is subject to credit check and approval by Company. Company, in its sole discretion, may extend or reject credit, or at any time during the term withdraw credit, and Company may thereupon require partial or full payment of the remaining contract amount in advance.

11. Advertiser Default. In the event of default or material breach by Advertiser, in addition to other remedies available at law, Company may: (i) cancel this Contract without prior notice and demand payments of all amounts remaining due and owing; (ii) without terminating this Contract, declare the entire balance of payments to be made hereunder immediately due and payable; (iii) remove all of Advertiser's Copy without limiting Advertiser's liability hereunder; and/or (iv) declare Advertiser in default under any other agreement with Company. Waiver by Company of any breach by Advertiser hereunder shall not prejudice the rights of Company with respect to any breach not specifically waived by Company.

12. Unused Copy. Company shall not be held responsible for unused posters, displays or other Copy provided by Advertiser and Company may dispose of any such materials in its discretion. Company may promote Company's own business through the use of Advertiser's Copy or displays in any manner whatsoever.

13. General. This Contract contains the full agreement of the parties, and no prior representation or assurance, verbal or written not contained herein, shall affect or alter the obligations of either party hereto. Company and Advertiser accept this Contract subject to all federal, state and municipal laws and regulations. In the event any advertisement becomes illegal, Company reserves the right to terminate same upon notice to Advertiser. This Contract is not cancelable or assignable by Advertiser, nor may the subject of the advertising be changed without the consent of Company. All parties comprising Advertiser hereunder, including Agency, shall be jointly and severally liable under this Contract. This Contract and all related claims shall be construed according to the laws of the State of New York and New York County, New York shall be the proper and exclusive legal jurisdiction and venue for any resulting legal action. Company is an Equal Opportunity Employer.

14. Counterpart Signatures. This Contract may be executed in numerous counterparts, all of which shall be considered one and the same agreement. For purposes of this Contract, facsimile or electronic signatures shall be considered original signatures.

End of Terms and Conditions

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 12, 2025

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Approve a Purchase and Sale Agreement with the City of Fresno and Authorize the Superintendent or her Designees to Sign the Agreement and Related Easement Deed

ITEM DESCRIPTION: Included in the Board binders is information regarding the City of Fresno installation of a High-Intensity Activated crossWalk (HAWK) Traffic Signal at Chestnut and Weldon Avenues adjacent to Ericson Elementary School. The intent is to increase safety for students walking or bicycling to school as part of the Cross, Walk & Roll! Safe Routes to School in Central Fresno Project. The City of Fresno requests to purchase a 20 square-foot permanent easement for the crosswalk installation. The attached Purchase and Sale Agreement outlines the terms of the transaction. The Agreement will require the City of Fresno to pay Fresno Unified School District $500 as payment for the easement needed. The City of Fresno will work with the district to ensure that all related work is scheduled at times convenient for school administrators and will ensure that the district is held harmless from any damages to property (including school fences) or injuries during construction.

FINANCIAL SUMMARY: There is no cost to the district at this time. The City of Fresno will pay Fresno Unified School District $500.

PREPARED BY: Paul Idsvoog

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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

AGREEMENT FOR PURCHASE AND SALE OF A PERMANENT EASEMENT AND ESCROW INSTRUCTIONS
APN 447-020-16T
CROSS, WALK & ROLL! SAFE ROUTES TO SCHOOL IN CENTRAL FRESNO PROJECT
City Project No.: PW00978

This Agreement for a Permanent Easement (the "Agreement") is entered into by and between FRESNO UNIFIED SCHOOL DISTRICT, A California Public School District which acquired title as Scandinavian Elementary School District (the "Owner"), without regard to number or gender, and the CITY OF FRESNO, a California municipal corporation (the "City") for a permanent easement and right-of-way for public street purposes on the following terms and conditions.

1. **Subject Property Description.** The real property, which is the subject of this Agreement, hereinafter "Subject Property," is a Permanent Easement to facilitate the Cross, Walk & Roll! Safe Routes to School in Central Fresno Project (the "Project"), situated in the City of Fresno, County of Fresno, State of California, being approximately a 0.0005-acre (19.87 square feet) portion of land, located within Assessor's Parcel Number 447-020-16T, also known as 4774 East Yale Avenue, Fresno, California as described and depicted on Exhibit "A," Legal Description of Permanent Easement, and Exhibit "B," Plat Map of Permanent Easement, attached hereto and incorporated herein by reference.

2. **Grant of Easement.** The Owner agrees to grant to the City a permanent easement and right of way, (the "Easement") for public street purposes over, under, through and across the Subject Property, free and clear of all liens, encumbrances, and restrictions of record.

3. **Compensation.** The City shall pay just compensation of **FIVE HUNDRED AND NO/100 DOLLARS ($500.00)** for the Easement, including cost to cure damages, benefits, and/or severance damages to the remainder, if any, for the Subject Property.

4. **Replacement of Improvements.** Clause 3 above may include payment for the replacement of improvements such as fencing and/or irrigation facilities that are within the area being acquired for this Project and must be removed in order to proceed with the construction of the Project. If the Owner does not remove said items, the City may install temporary fencing on the Owner's property lying immediately adjacent to the new right of way line, if necessary, to hold in livestock during construction of the Project, and/or plug the irrigation line(s) at the Owner's property line. The Owner hereby agrees to allow the City, its agents, employees, authorized contractors and subcontractors and their employees access to their remaining property to perform said work.

5. **Effective Date.** The Effective date of this Agreement shall be upon its duly authorized execution by the City and the payment of FIVE HUNDRED AND NO/100 DOLLARS ($500.00) as just compensation to the Owner.

6. **Representation.** The Owner represents and warrants that it holds fee title to the Subject Property and has the authority to enter into the Agreement herein made.

7. **Change in Ownership or Lease.** The Owner agrees to hold the City harmless and reimburse the City for any and all losses and expenses as to the Subject Property by reason of any change in ownership or Lease of said Subject Property held by any tenant of the Owner.

8. **Escrow Instructions.** The transaction of the sale shall be processed by the City through an internal escrow at 747 R Street, 2nd Floor, Fresno, CA 93721. The contact is Nancy Bruno at (559) 621-8696. The Owner and the City by their signature to this Agreement agree upon the following terms and joint escrow instructions:

   a. The City shall pay the Owner the sums specified in Paragraph 3 of this Agreement directly by check.

   b. Payment of said sums, less the Owner's cost to clear title, if any, may be made to the Owner only when the City possesses a fully executed and acknowledged and recorded easement deed to the Subject Property free and clear of all liens, encumbrances, and restrictions of record.

   c. The City reserves the right to accept title to the property interest to be acquired by the City herein subject to certain defects in any or all matters of record title to the property. In consideration for the Owner receiving the total sum as stated in Paragraph 3, the undersigned Owner covenants and agrees to indemnify and hold the City harmless from any and all claims and demands third parties may make or assert and causes of action third parties may bring which arise out of or are in connection with the foregoing defects in title to the property. The Owner's obligation herein to indemnify and hold harmless the City shall not exceed the amount paid to the Owner specified in Paragraph 3.

   d. It is understood that the Owner shall be responsible for the payment of all taxes, penalties, redemptions, and costs allocable to the Subject Property.

   e. The escrow fee, cost of policy of title insurance, recording fees (if any), shall be paid by the City.

   f. Disbursements of the purchase price to be in the amounts, at the times, and in all respects, in accordance with the terms and conditions and subject to the limitations of this Agreement.

9. **Indemnity.** The Owner shall indemnify, hold harmless, and defend the City, its officers, agents, employees, and volunteers from any liability, loss, fines, penalties, forfeitures, claims, expenses, and costs, whether incurred by the Owner, the City, or any other third party, arising directly or indirectly from the

release, presence or disposal of any hazardous substances or materials (as now or hereafter defined in any law, regulation, or rule) in, on, or about the Property on or before the effective date of this Agreement. This indemnity shall include, without limitation, any claims under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), or any other federal, state or local law whether statutory or common law, ordinance, or regulation. Costs or losses covered will include, without limitation, consultants, engineering, investigator fees, clean up or disposal costs and attorneys' fees, and damages. The Owner's obligation herein to indemnify and hold harmless the City shall not exceed the amount paid to the Owner specified in Paragraph 3. This limitation does not preclude the City from bringing a claim against the Owner for a loss on the adjacent property. The City shall defend, indemnify and hold harmless the district, its officers, employees and agents, from all claims, injuries and damages arising from the Project, at the location of the Easement or arising on the Subject Property as a result of the Project provided nothing herein shall constitute a waiver by the City of governmental immunities including California Government Code section 810 et seq. The Owner agrees that this Agreement shall in no way act to abrogate or waive any immunities available to the City under the Tort Claims Act of the State of California.

10. **Right of Possession and Use.** It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right of possession and use of the Subject Property by the City, including the right to remove and dispose of improvements shall commence on the date the amount of funds as specified in Paragraph 3 herein are deposited into the escrow controlling this transaction. The amount shown in Paragraph 3 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

11. **Compliance Title VI.** The parties to this agreement shall, pursuant Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT- Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.

12. **Non-Discrimination.** No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this agreement.

13. **Miscellaneous Provisions:**

a. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provision of this Agreement may be waived unless in writing and signed by all

parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

b. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement any rights and duties hereunder shall be Fresno, California.

c. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

d. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability or any one provision in this Agreement shall not affect the other provisions.

e. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

f. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

g. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment.

h. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

i. Exhibits and Attachments. Each Exhibit and Attachment referenced herein is by such reference incorporated into and made a part of this Agreement for all purposes.

j. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both the City and the Owner.

k. Counterpart. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts of this Agreement may be exchanged by email or electronic facsimile and any email or electronic facsimile exchange of a Party's signature shall be deemed to be an original signature for all purposes.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the Effective date of this Agreement as defined above.

CITY OF FRESNO,
A California municipal corporation

By: _____
Randall W. Morrison, P.E. Date
Capital Projects Director

RECOMMENDED FOR APPROVAL:

By: _____
Nancy Bruno Date
Supervising Real Estate Agent

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: _____
Deputy Date

ATTEST:
TODD STERMER, CMC, MMC
City Clerk

By: _____
Deputy Date

Attachments:
1. Exhibit “A”
2. Exhibit “B”

FRESNO UNIFIED SCHOOL DISTRICT,
A California Public School District which acquired title as Scandinavian Elementary School District

By: _____
Patrick Jensen Date
Chief Financial Officer

APPROVED AS TO FORM:

By: _____ Jan 30, 2025
Stacey Sandoval Date
Executive Director, Risk Management

OWNER ADDRESS:

2309 Tulare Street
Fresno, CA 93721

CITY ADDRESS:

747 R Street, 2nd Floor
Fresno, CA 93721

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 12, 2025

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Approve Award of Request for Qualifications 25-18, Superintendent Search Firm

ITEM DESCRIPTION: Included in the Board binders is information on Request for Qualifications (RFQ) 25-23, to qualify a pool of firms to complete a national Superintendent search. The term is a one-year period with the option to renew for four one-year periods and will begin February 13, 2025.

The Request for Qualifications was lawfully advertised on November 18, 2024, and November 25, 2024. Qualifications were received on January 6, 2025. Notifications were sent to 9 firms, and the district received 3 responses. Evaluation of proposals were based on qualifications, impact, insurance and regulatory matters, overall project approach, and pricing. The evaluation panel, comprised of Fresno Unified Board members recommends approval of the following firm:

McPherson and Jacobson, LLC Omaha, NE

Statements of qualifications and scoring matrices are available for review in the Purchasing Department.

FINANCIAL SUMMARY: Estimated cost of $29,500 are available in the General Fund.

PREPARED BY: Ann Loorz

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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

FRESNO UNIFIED SCHOOL DISTRICT

QUALIFICATION SCORING SUMMARY

RFQ No. 25-18, Superintendent Search Firm

Proposal Opening Date: January 6, 2025 prior to 2:00 P.M. Buyer: David Her

CONTRACTOR	CITY & STATE	QUALIFIED
McPherson & Jacobson, LLC	**Omaha, NE**	**Yes**
JG Consulting	Georgetown, TX	No
HYA Corporation	Arlington Heights, IL	No

Qualification was determined by vendors with a responsible and responsive proposal, and scored the minimum 80% score during the committee's evaluation.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 12, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Deny Claim GL18-0129-381

ITEM DESCRIPTION: Included in the Board binders is a Claim for Damages by Worldwide Aircraft Services, Inc. d/b/a Jet ICU, case GL18-0129-381. The Superintendent recommends that the Claim be denied, and the matter referred to the district's Risk Management Department for further handling.

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

PREPARED BY: Stacey Sandoval

DIVISION: Business and Financial Services

CABINET APPROVAL PHONE: (559) 457-6226

CABINET APPROVAL: Patrick Jensen, Chief Financial Officer
INTERIM SUPERINTENDENT APPROVAL:



January 8, 2025

Received

JAN 13 2025

Board of Education Office

Fresno Unified School District
c/o Susan Wittrup, President
Valerie Davis, Clerk
Jason Parkin, General Counsel
2309 Tulare Street
Fresno, CA 93721

By email to: jparkin@fcoe.org

Re: Claim by Worldwide Aircraft Services, Inc.

Pursuant to the Government Claims Act, claimant Worldwide Aircraft Services, Inc., d/b/a Jet ICU presents its claim to the Fresno Unified School District and Fresno Unified School District Employee HealthCare Plan.

The Claimant is: Worldwide Aircraft Services, Inc. d/b/a Jet ICU, who may be reached through counsel
Josiah Young, Esq.
Law Office of Josiah Young, PC
428 J STREET, SUITE 408, Sacramento, CA 95814
Josiah@josiahyounglaw.com

Statement of the Claim:

On or about June 30, 3024, entered into an unlawful agreement for the Potomac Law Group, PLLC to provide it legal services. The practice of law in California by or through a domestic or foreign limited liability company violates California law including, but not limited to Corporations Code §§ 13401, 13401.3, 17701.04e), Business & Professions Code 6125, 6126, 6126.3. The prohibition on the practice of law by limited liability companies in California has been clear for at least two decades. See, Op'n of the Atty. Gen, Opinion No. 04-103.

Fresno Unified School District employs a general counsel, Jason C. Parkin. Attorney Parkin is licensed by the California State Bar. Fresno Unified School District also employs at least 3 other legal counsels: Chris Lozano, Robert V. Piacente, and Benjamin C. Rosenbaum. Each of these counsels is licensed as an attorney by the California State Bar. Further, the Executive Director of Benefits & Risk Management reviewed and approved the agreement by Fresno Unified School District and Fresno Unified School District Employee HealthCare Plan to enable Potomac Law Group, PLLC to practice law in violation of California law. Fresno Unified School District and Fresno Unified School District Employee HealthCare Plan have conspired with and aided and

abetted Potomac Law Group, PLLC in purposefully violating California by paying Potomac Law Group, PLLC to provide Fresno Unified School District and Fresno Unified School District Employee HealthCare Plan.

Potomac Law Group, PLLC's practice of law in California violates the aforementioned statutes, including particularly Corporations Code Section 17701.04(e). Business and Professions Code Section 17200 "borrows" violations of other laws and treats them as unlawful practices independently actionable under the Unfair Competition Law. *Saunders v. Superior Court*, 27 Cal. App. 4th 832 (1994). It may be that any law, civil or criminal, state or federal, can serve as the predicate. *State Farm Fire and Casualty Co. v. Superior Court,* 45 Cal. App. 4th 1093, 1102-03 (1996); *Roskind v. Morgan Stanley Dean Witter & Co.*, 80 Cal. App. 4th 345, 352 (2000).

As detailed above, Fresno Unified School District Employee HealthCare Plan, conspired with and aided and abetted Potomac Law Group, PLLC's violation of the California Business and Professions Code Section 17200. Claimant will be commencing litigation against Potomac Law Group, PLLC and Fresno Unified School District Employee HealthCare Plan as co-conspirators and/or aiders and abettors

Employee(s) who caused the injury: Patrick Jensen, and others yet unknown to Claimant.

Location: n/a

Amount:

Claimant has been injured in an amount which exceeds the jurisdictional minimum of the Fresno Superior Court for Unlimited claims. Claimant will seek disgorgement of all unjust enrichment of Potomac Law Group, PLLC including disgorgement of all monies derived in violation of California law and injunctive relief.

Claimant's claim does not seek legal damages and is therefore not subject to the Government Claims Act, See, *Santa Clara County v. Sup. Ct* 14 Cal.5th 1034 (2023). Further the FUSD Employee Healthcare Plan is not a government entity. This Claim is presented nonetheless to ensure Fresno Unified School District and Fresno Unified School District Employee HealthCare Plan receive notice and an opportunity to settle the claim before a Complaint is filed in the Superior Court.

Equally, this Letter shall serve as notice to the addressees to preserve all evidence including documents and electronic records related to the Claim. This includes but, but is not limited to all communications between Fresno Unified School District or Fresno Unified School District Employee HealthCare Plan and Potomac Law Group, PLLC.

Very Truly Yours,

Michael McClelland
Michael Dylan McClelland, Esq.

Cc: Josiah Young, Esq.

RapidLegal®

WORK ORDER: 10917159-02

ORDER		CASE	
TYPE:	**SERVICE OF PROCESS**	NUMBER:	**24SMCV05974**
OPERATOR:	**Christina Lindsey**	NAME:	**FIDEL SALAZAR vs KEVAN PARANG, et al.**
PHONE:	**(909) 664-9577**	COUNTY:	**Los Angeles**
SERVICE LEVEL:	**Standard**	JURSIDICTION:	**Santa Monica Courthouse (Civil eFiling)**
HEARING/DEPO:			
DEPT/DIV:			

Standard

DOCUMENT(S): SENT VIA - Upload: Summons on Complaint (1 Pgs); Civil Case Cover Sheet , Civil Case Cover Sheet Addendum and Statement of Location (7 Pgs); Notice of Case Assignment - Unlimited Civil Case (2 Pgs); Alternative Dispute Resolution (ADR) Information Package (2 Pgs); Complaint (5 Pgs)

SERVE: **Kevan Parang, an individual**

AGENT OF SERVICE:

Notes to Field Agent:

Residence 145 Speckled Alder, Irvine, CA 92618

RELATED ORDERS 10917159-02/03/04

DATE/TIME	STATUS	FIELD AGENT

Serve Information

DATE/TIME	MANNER OF SERVICE	PERSON SERVED	TITLE or RELATIONSHIP
Served At:	Description:		

Statutory Fees (Witness Fee Information)

DESCRIPTION	AMOUNT

15345 Fairfield Ranch Rd, Suite 200, Chino Hills, CA 91709 | 909-664-9577 | operations@rapidlegal.com

SUMMONS
(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

Electronically FILED by
Superior Court of California,
County of Los Angeles
12/10/2024 11:18 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By W. Lee, Deputy Clerk

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

KEVAN PARANG, an individual; and KEYKAVOUS PARANG, an individual; and KATAYOON SETODEHNIA, an individual; and DOES 1 to 20

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

FIDEL SALAZAR, an individual

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (*www.lawhelpcalifornia.org*), the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

*¡**AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.*

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

CASE NUMBER:
(Número del Caso):
24SMCV05974

The name and address of the court is:
(El nombre y dirección de la corte es): Santa Monica Courthouse

1725 Main Street Santa Monica, CA. 90401

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Mark Ruszecki. Esq.; 10200 Culver Blvd. Culver City, CA. 90232; (310)858-1818

DATE:
(Fecha) 12/10/2024

Clerk, by David W. Slayton, Executive Officer/Clerk of Court, Deputy
(Secretario) W. Lee *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons *(form POS-010).)*
(Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, *(POS-010)).*

[SEAL]

NOTICE TO THE PERSON SERVED: You are served

1. [X] as an individual defendant.
2. [ ] as the person sued under the fictitious name of *(specify):*
3. [ ] on behalf of *(specify):*
   under: [ ] CCP 416.10 (corporation)
   [ ] CCP 416.20 (defunct corporation)
   [ ] CCP 416.40 (association or partnership)
   [ ] other *(specify):*
   [ ] CCP 416.60 (minor)
   [ ] CCP 416.70 (conservatee)
   [ ] CCP 416.90 (authorized person)
4. [ ] by personal delivery on *(date):*

Form Adopted for Mandatory Use
Judicial Council of California
SUM-100 [Rev. July 1, 2009]

SUMMONS

Code of Civil Procedure §§ 412.20, 465

privacy, please press the Clear This Form button after yc Print this form Save this form Clear this form

ATTORNEY OR PARTY WITHOUT ATTORNEY
STATE BAR NUMBER: 242435
NAME: Mark Ruszecki, Esq.
FIRM NAME: JAVAHERIAN & RUSZECKI, PC
STREET ADDRESS: 10200 Culver Blvd.
CITY: Culver City
STATE: CA ZIP CODE: 90232
TELEPHONE NO.: (310)858-1818
FAX NO.: (310)858-1815
EMAIL ADDRESS: Litigation@jarulaw.com
ATTORNEY FOR (name): Plaintiff: Fidel Salazar

FOR COURT USE ONLY

Electronically FILED by Superior Court of California, County of Los Angeles 12/10/2024 11:18 AM David W. Slayton, Executive Officer/Clerk of Court, By W. Lee, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
STREET ADDRESS: 1725 Main Street
MAILING ADDRESS: 1725 Main Street
CITY AND ZIP CODE: Santa Monica, CA 90401
BRANCH NAME: Santa Monica Courthouse

PLAINTIFF: FIDEL SALAZAR, an individual
DEFENDANT: KEVAN PARANG, an individual; and KEYKAVOUS PARANG, an individual; and
[x] DOES 1 TO 20 KATAYOON SETODEHNIA, an individual; and

CASE NUMBER: 24SMCV05974

COMPLAINT—Personal Injury, Property Damage, Wrongful Death

[ ] **AMENDED *(Number):***

Type *(check all that apply):*

[x] **MOTOR VEHICLE** [ ] **OTHER *(specify):***
[ ] **Property Damage** [ ] **Wrongful Death**
[x] **Personal Injury** [ ] **Other Damages *(specify):***

Jurisdiction *(check all that apply):*

[ ] **ACTION IS A LIMITED CIVIL CASE (does not exceed $35,000)**
Amount demanded [ ] does not exceed $10,000
[ ] exceeds $10,000
[x] **ACTION IS AN UNLIMITED CIVIL CASE (exceeds $35,000)**
[ ] **ACTION IS RECLASSIFIED by this amended complaint**
[ ] **from limited to unlimited**
[ ] **from unlimited to limited**

1. **Plaintiff** *(name or names):* FIDEL SALAZAR, an individual
alleges causes of action against **defendant** *(name or names):*
KEVAN PARANG, an individual; and KEYKAVOUS PARANG, an individual; and KATAYOON SETODEHNIA, an indivdual; and
2. This pleading, including attachments and exhibits, consists of the following number of pages: 5
3. Each plaintiff named above is a competent adult
   a. [ ] **except** plaintiff *(name):*
      (1) [ ] a corporation qualified to do business in California.
      (2) [ ] an unincorporated entity *(describe):*
      (3) [ ] a public entity *(describe):*
      (4) [ ] a minor [ ] an adult
         (a) [ ] for whom a guardian or conservator of the estate or a guardian ad litem has been appointed.
         (b) [ ] other *(specify):*
      (5) [ ] other *(specify):*
   b. [ ] **except** plaintiff *(name):*
      (1) [ ] a corporation qualified to do business in California.
      (2) [ ] an unincorporated entity *(describe):*
      (3) [ ] a public entity *(describe):*
      (4) [ ] a minor [ ] an adult
         (a) [ ] for whom a guardian or conservator of the estate or a guardian ad litem has been appointed.
         (b) [ ] other *(specify):*
      (5) [ ] other *(specify):*

[ ] Information about additional plaintiffs who are not competent adults is shown in Attachment 3.

SHORT TITLE: FIDEL SALAZAR v KEVAN PARANG, et al	CASE NUMBER: 24SMCV05974

4. ☐ Plaintiff *(name):*
is doing business under the fictitious name *(specify):*

and has complied with the fictitious business name laws.

5. Each defendant named above is a natural person

a. ☐ **except** defendant *(name):*
(1) ☐ a business organization, form unknown.
(2) ☐ a corporation.
(3) ☐ an unincorporated entity *(describe):*
(4) ☐ a public entity *(describe):*
(5) ☐ other *(specify):*

b. ☐ **except** defendant *(name):*
(1) ☐ a business organization, form unknown.
(2) ☐ a corporation.
(3) ☐ an unincorporated entity *(describe):*
(4) ☐ a public entity *(describe):*
(5) ☐ other *(specify):*

c. ☐ **except** defendant *(name):*
(1) ☐ a business organization, form unknown.
(2) ☐ a corporation.
(3) ☐ an unincorporated entity *(describe):*
(4) ☐ a public entity *(describe):*
(5) ☐ other *(specify):*

d. ☐ **except** defendant *(name):*
(1) ☐ a business organization, form unknown.
(2) ☐ a corporation.
(3) ☐ an unincorporated entity *(describe):*
(4) ☐ a public entity *(describe):*
(5) ☐ other *(specify):*

☐ Information about additional defendants who are not natural persons is contained in Attachment 5.

6. The true names of defendants sued as Does are unknown to plaintiff.
a. ☒ Doe defendants *(specify Doe numbers):* 1-20 were the agents or employees of other named defendants and acted within the scope of that agency or employment.
b. ☒ Doe defendants *(specify Doe numbers):* 1-20 are persons whose capacities are unknown to plaintiff.

7. ☐ Defendants who are joined under Code of Civil Procedure section 382 are *(names):*

8. This court is the proper court because
a. ☒ at least one defendant now resides in its jurisdictional area.
b. ☐ the principal place of business of a defendant corporation or unincorporated association is in its jurisdictional area.
c. ☒ injury to person or damage to personal property occurred in its jurisdictional area.
d. ☐ other *(specify):*

9. ☐ Plaintiff is required to comply with a claims statute, **and**
a. ☐ has complied with applicable claims statutes, **or**
b. ☐ is excused from complying because *(specify):*

SHORT TITLE: FIDEL SALAZAR v KEVAN PARANG, et al	CASE NUMBER: 24SMCV05974

10. The following causes of action are attached and the statements above apply to each *(each complaint must have one or more causes of action attached):*
    a. [x] Motor Vehicle
    b. [x] General Negligence
    c. [ ] Intentional Tort
    d. [ ] Products Liability
    e. [ ] Premises Liability
    f. [ ] Other *(specify):*

11. Plaintiff has suffered *(check all that apply)*
    a. [x] wage loss.
    b. [x] loss of use of property.
    c. [x] hospital and medical expenses.
    d. [x] general damage.
    e. [x] property damage.
    f. [x] loss of earning capacity.
    g. [x] other damage *(specify):*
    ACCORDING TO PROOF

12. [ ] The damages claimed for wrongful death and the relationships of plaintiff to the deceased are
    a. [ ] listed in Attachment 12.
    b. [ ] as follows:

13. The relief sought in this complaint is within the jurisdiction of this court.

14. **Plaintiff prays** for judgment for costs of suit; for such relief as is fair, just, and equitable; and for
    a. (1) [x] compensatory damages.
    (2) [ ] punitive damages.
    b. The amount of damages is *(in cases for personal injury or wrongful death, you must check (1)):*
    (1) [x] according to proof.
    (2) [ ] in the amount of: $

15. [x] The paragraphs of this complaint alleged on information and belief are as follows *(specify paragraph numbers):*
    1-15

Date: December 10, 2024

Mark Ruszeck, Esq.
(TYPE OR PRINT NAME)

Mark Ruszecki
(SIGNATURE OF PLAINTIFF OR ATTORNEY)

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Print this form | Save this form | Clear this form

SHORT TITLE: FIDEL SALAZAR v KEVAN PARANG, et al

CASE NUMBER: 24SMCV05974

1 (number)

CAUSE OF ACTION—Motor Vehicle

ATTACHMENT TO ☑ Complaint ☐ Cross - Complaint

(Use a separate cause of action form for each cause of action.)

Plaintiff *(name)*: FIDEL SALAZAR, an individual

MV- 1. Plaintiff alleges the acts of defendants were negligent; the acts were the legal (proximate) cause of injuries and damages to plaintiff; the acts occurred

on *(date)*: March 11, 2024

at *(place)*:

Missouri Ave. & Westwood Blvd. Los Angeles, CA. 90025

MV- 2. DEFENDANTS

a. ☑ The defendants who operated a motor vehicle are *(names)*:

KEVAN PARANG, an individual; and

☑ Does 1 to 20

b. ☐ The defendants who employed the persons who operated a motor vehicle in the course of their employment are *(names)*:

☐ Does _____ to _____

c. ☑ The defendants who owned the motor vehicle which was operated with their permission are *(names)*:

KEVAN PARANG, an individual; and KEYKAVOUS PARANG, an individual; and KATAYOON SETODEHNIA, an individual; and

☑ Does 1 to 20

d. ☐ The defendants who entrusted the motor vehicle are *(names)*:

☐ Does _____ to _____

e. ☐ The defendants who were the agents and employees of the other defendants and acted within the scope of the agency were *(names)*:

☐ Does _____ to _____

f. ☑ The defendants who are liable to plaintiffs for other reasons and the reasons for the liability are ☐ listed in Attachment MV-2f ☑ as follows:

KEVAN PARANG, an individual; and KEYKAVOUS PARANG, an individual; and KATAYOON SETODEHNIA, an individual; and

☑ Does 1 to 20

Form Approved for Optional Use
Judicial Council of California
PLD-PI-001(1) [Rev. January 1, 2007]

CAUSE OF ACTION—Motor Vehicle

Code of Civil Procedure 425.12
www.courtinfo.ca.gov

For your protection and privacy, please press the Clear This Form

SHORT TITLE:	CASE NUMBER:
FIDEL SALAZAR v KEVAN PARANG, et al	24SMCV05974

2 (number) **CAUSE OF ACTION—General Negligence** Page 5

ATTACHMENT TO ☑ Complaint ☐ Cross - Complaint

(Use a separate cause of action form for each cause of action.)

GN-1. Plaintiff *(name)*: FIDEL SALAZR, an individual

alleges that defendant *(name)*: KEVAN PARANG, an in individual; and KEYKAVOUS PARANG,

☑ Does 1 to 20

was the legal (proximate) cause of damages to plaintiff. By the following acts or omissions to act, defendant negligently caused the damage to plaintiff

on *(date)*: March 11, 2024

at *(place)*: Missouri Ave. & Westwood Blvd. Los Angeles, CA. 90025

(description of reasons for liability):

Plaintiff and Defendant Kevan Parang were the drivers of a motor vehicle. Upon information and belief, Defendant Kevan Parang was the driver of a vehicle registered to himself or to Keykavous Parang and Katayoon Setodehnia.

Plaintiff was traveling north on Westwood Blvd. making a left turn onto Missouri Ave. with a red light. Defendant was south on Westwood Blvd. traffic came to a stop for a red light, Defendant went around the vehicle, ran a red light and crashed into Plaintiff's vehicle.

Defendant Kevan Parang owed a duty of care to operate the vehicle he was driving in a reasonable and prudent manner to avoid crashing into Plaintiff.

Defendant Kevan Parang breached that duty.

Defendant Kevan Parang's negligence was a substantial factor in causing Plaintiff's harm, injuries, and damages.

Defendants Keykavous Parang and Katayoon Setodehnia owed a duty of care to operate the vehicle he was driving in a reasonable and prudent manner to avoid crashing into Plaintiff.

Defendants Keykavous Parang and Katayoon Setodehnia breached that duty.

Defendants Keykavous Parang and Katayoon Setodehnia's negligence was a substantial factor in causing Plaintiff's harm, injuries, and damages.

Form Approved for Optional Use
Judicial Council of California
PLD-PI-001(2) [Rev. January 1, 2007]

CAUSE OF ACTION—General Negligence

Code of Civil Procedure 425.12
www.courtinfo.ca.gov

For your protection and privacy, please press the Clear This Form

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Mark Ruszecki, Esq. (SBN 242435)
JAVAHERIAN & RUSZECKI, P.C.- 10200 Culver Blvd. Culver City, Ca. 90230
TELEPHONE NO.: (310) 858-1818 FAX NO.: (310) 858-1815
EMAIL ADDRESS: Litigation@jarulaw.com
ATTORNEY FOR (Name): Plaintiff: Fidel Salazar

FOR COURT USE ONLY

Electronically FILED by Superior Court of California, County of Los Angeles 12/10/2024 11:18 AM David W. Slayton, Executive Officer/Clerk of Court, By W. Lee, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
STREET ADDRESS: 1725 Main Street
MAILING ADDRESS: 1725 Main Street
CITY AND ZIP CODE: Santa Monica, CA. 90401
BRANCH NAME: Santa Monica Courthouse

CASE NAME:
FIDEL SALAZAR v KEVAN PARANG, et al

CASE NUMBER: 24SMCV05974

JUDGE:
DEPT.:

CIVIL CASE COVER SHEET

[X] **Unlimited** (Amount demanded exceeds $35,000)
[ ] **Limited** (Amount demanded is $35,000 or less)

Complex Case Designation

[ ] Counter [ ] Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort
[X] Auto (22)
[ ] Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
[ ] Asbestos (04)
[ ] Product liability (24)
[ ] Medical malpractice (45)
[ ] Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort
[ ] Business tort/unfair business practice (07)
[ ] Civil rights (08)
[ ] Defamation (13)
[ ] Fraud (16)
[ ] Intellectual property (19)
[ ] Professional negligence (25)
[ ] Other non-PI/PD/WD tort (35)

Employment
[ ] Wrongful termination (36)
[ ] Other employment (15)

Contract
[ ] Breach of contract/warranty (06)
[ ] Rule 3.740 collections (09)
[ ] Other collections (09)
[ ] Insurance coverage (18)
[ ] Other contract (37)

Real Property
[ ] Eminent domain/Inverse condemnation (14)
[ ] Wrongful eviction (33)
[ ] Other real property (26)

Unlawful Detainer
[ ] Commercial (31)
[ ] Residential (32)
[ ] Drugs (38)

Judicial Review
[ ] Asset forfeiture (05)
[ ] Petition re: arbitration award (11)
[ ] Writ of mandate (02)
[ ] Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)
[ ] Antitrust/Trade regulation (03)
[ ] Construction defect (10)
[ ] Mass tort (40)
[ ] Securities litigation (28)
[ ] Environmental/Toxic tort (30)
[ ] Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment
[ ] Enforcement of judgment (20)

Miscellaneous Civil Complaint
[ ] RICO (27)
[ ] Other complaint *(not specified above)* (42)

Miscellaneous Civil Petition
[ ] Partnership and corporate governance (21)
[ ] Other petition *(not specified above)* (43)

2. This case [ ] is [X] is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. [ ] Large number of separately represented parties
   b. [ ] Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
   c. [ ] Substantial amount of documentary evidence
   d. [ ] Large number of witnesses
   e. [ ] Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
   f. [ ] Substantial postjudgment judicial supervision
3. Remedies sought *(check all that apply)*: a. [X] monetary b. [ ] nonmonetary; declaratory or injunctive relief c. [ ] punitive
4. Number of causes of action *(specify)*: Two (2): 1. Motor Vehicle, 2. General Negligence
5. This case [ ] is [X] is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. *(You may use form CM-015.)*

Date: December 10, 2024

Mark Ruszecki, Esq.
(TYPE OR PRINT NAME)

Mark Ruszecki
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE
- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than $25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort
- Auto (22)–Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/ Property Damage/Wrongful Death) Tort
- Asbestos (04)
  - Asbestos Property Damage
  - Asbestos Personal Injury/ Wrongful Death
- Product Liability *(not asbestos or toxic/environmental)* (24)
- Medical Malpractice (45)
  - Medical Malpractice–Physicians & Surgeons
- Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
  - Premises Liability (e.g., slip and fall)
  - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
  - Intentional Infliction of Emotional Distress
  - Negligent Infliction of Emotional Distress
  - Other PI/PD/WD

Non-PI/PD/WD (Other) Tort
- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
  - Legal Malpractice
  - Other Professional Malpractice *(not medical or legal)*
- Other Non-PI/PD/WD Tort (35)

Employment
- Wrongful Termination (36)
- Other Employment (15)

Contract
- Breach of Contract/Warranty (06)
  - Breach of Rental/Lease Contract *(not unlawful detainer or wrongful eviction)*
  - Contract/Warranty Breach–Seller Plaintiff *(not fraud or negligence)*
  - Negligent Breach of Contract/ Warranty
  - Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
  - Collection Case–Seller Plaintiff
  - Other Promissory Note/Collections Case
- Insurance Coverage *(not provisionally complex)* (18)
  - Auto Subrogation
  - Other Coverage
- Other Contract (37)
  - Contractual Fraud
  - Other Contract Dispute

Real Property
- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
  - Writ of Possession of Real Property
  - Mortgage Foreclosure
  - Quiet Title
  - Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer
- Commercial (31)
- Residential (32)
- Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review
- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
  - Writ–Administrative Mandamus
  - Writ–Mandamus on Limited Court Case Matter
  - Writ–Other Limited Court Case Review
- Other Judicial Review (39)
  - Review of Health Officer Order
  - Notice of Appeal–Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)
- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment
- Enforcement of Judgment (20)
  - Abstract of Judgment (Out of County)
  - Confession of Judgment *(non-domestic relations)*
  - Sister State Judgment
  - Administrative Agency Award *(not unpaid taxes)*
  - Petition/Certification of Entry of Judgment on Unpaid Taxes
  - Other Enforcement of Judgment Case

Miscellaneous Civil Complaint
- RICO (27)
- Other Complaint *(not specified above)* (42)
  - Declaratory Relief Only
  - Injunctive Relief Only *(non-harassment)*
  - Mechanics Lien
  - Other Commercial Complaint Case *(non-tort/non-complex)*
  - Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition
- Partnership and Corporate Governance (21)
- Other Petition *(not specified above)* (43)
  - Civil Harassment
  - Workplace Violence
  - Elder/Dependent Adult Abuse
  - Election Contest
  - Petition for Name Change
  - Petition for Relief From Late Claim
  - Other Civil Petition

SHORT TITLE	CASE NUMBER
FIDEL SALAZAR v KEVAN PARANG, et al	24SMCV05974

CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION

(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Courthouse Location (Column C)

1. Class Actions must be filed in the Stanley Mosk Courthouse, Central District.	7. Location where petitioner lives.
2. Permissive filing in Central District.	8. Location wherein defendant/respondent functions wholly.
3. Location where cause of action arose.	9. Location where one or more of the parties reside.
4. Mandatory personal injury filing in North District.	10. Location of Labor Commissioner Office.
5. Location where performance required, or defendant resides.	11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury).
6. Location of property or permanently garaged vehicle.	

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (See Step 3 above)
Personal Injury Cases Assigned to the Personal Injury Hub Courts			
Auto Tort	Auto (22)	☑ 2201 Motor Vehicle – Personal Injury/Property Damage/Wrongful Death	1, 4, 11
	Uninsured Motorist (46)	☐ 4601 Uninsured Motorist – Personal Injury/Property Damage/Wrongful Death	1, 4, 11
	Other Personal Injury/ Property Damage/ Wrongful Death (23)	☐ 2301 Premise Liability (e.g., dangerous conditions of property, slip/trip and fall, dog attack, etc.)	1, 4, 11
		☐ 2302 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, battery, vandalism, etc.)	1, 4, 11
		☐ 2303 Intentional Infliction of Emotional Distress	1, 4, 11
		☐ 2304 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11
		☐ 2307 Construction Accidents	1, 4, 11

SHORT TITLE	CASE NUMBER
FIDEL SALAZAR v KEVAN PARANG, et al	24SMCV05974

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (See Step 3 above)
Personal Injury Cases Assigned to the Independent Calendar Courts			
Other Personal Injury/Property Damage/Wrongful Death Tort	Product Liability (24)	☐ 2401 Product Liability (not asbestos or toxic/ environmental)	1, 3, 5
		☐ 2402 Product Liability – Song-Beverly Consumer Warranty Act (CA Civil Code §§1790-1795.8) (Lemon Law)	1, 3, 5
	Medical Malpractice (45)	☐ 4501 Medical Malpractice – Physicians & Surgeons	1, 3, 5
		☐ 4502 Other Professional Health Case Malpractice	1, 3, 5
	Other Personal Injury / Property Damage / Wrongful Death (23)	☐ 2305 Elder/Dependent Adult Abuse/Claims Against Skilled Nursing Facility	1, 3, 5
		☐ 2306 Intentional Conduct – Sexual Abuse Case (in any form)	1, 3, 5
		☐ 2308 Landlord – Tenant Habitability (e.g., bed bugs, mold, etc.)	1, 3, 5
Other Civil Cases Assigned to Independent Calendar Courts			
Non-Personal Injury/Property Damage /Wrongful Death Tort	Business Tort (07)	☐ 0701 Other Commercial/Business Tort (not fraud or breach of contract)	1, 2, 3
	Civil Rights (08)	☐ 0801 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	☐ 1301 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	☐ 1601 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	☐ 2501 Legal Malpractice	1, 2, 3
		☐ 2502 Other Professional Malpractice (not medical or legal)	1, 2, 3
	Other (35)	☐ 3501 Other Non-Personal Injury/Property Damage Tort	1, 2, 3
Employment	Wrongful Termination (36)	☐ 3601 Wrongful Termination	1, 2, 3
	Other Employment (15)	☐ 1501 Other Employment Complaint Case	1, 2, 3
		☐ 1502 Labor Commissioner Appeals	10
Contract	Breach of Contract / Warranty (06) (not insurance)	☐ 0601 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
		☐ 0602 Contract/Warranty Breach – Seller Plaintiff (no fraud/negligence)	2, 5
		☐ 0603 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5

SHORT TITLE	CASE NUMBER
FIDEL SALAZAR v KEVAN PARANG, et al	24SMCV05974

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (See Step 3 above)
Contract	Breach of Contract/ Warranty (06) (not insurance)	☐ 0604 Other Breach of Contract/Warranty (no fraud/ negligence)	1, 2, 5
		☐ 0605 Breach of Rental/Lease Contract (COVID-19 Rental Debt)	2, 5
	Collections (09)	☐ 0901 Collections Case – Seller Plaintiff	5, 6, 11
		☐ 0902 Other Promissory Note/Collections Case	5, 11
		☐ 0903 Collections Case – Purchased Debt (charged off consumer debt purchased on or after January 1, 2014)	5, 6, 11
		☐ 0904 Collections Case – COVID-19 Rental Debt	5, 11
	Insurance Coverage (18)	☐ 1801 Insurance Coverage (not complex)	1, 2, 5, 8
	Other Contract (37)	☐ 3701 Contractual Fraud	1, 2, 3, 5
		☐ 3702 Tortious Interference	1, 2, 3, 5
		☐ 3703 Other Contract Dispute (not breach/insurance/fraud/ negligence)	1, 2, 3, 8, 9
Real Property	Eminent Domain/ Inverse Condemnation (14)	☐ 1401 Eminent Domain/Condemnation Number of Parcels _____	2, 6
	Wrongful Eviction (33)	☐ 3301 Wrongful Eviction Case	2, 6
	Other Real Property (26)	☐ 2601 Mortgage Foreclosure	2, 6
		☐ 2602 Quiet Title	2, 6
		☐ 2603 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6
Unlawful Detainer	Unlawful Detainer – Commercial (31)	☐ 3101 Unlawful Detainer – Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Residential (32)	☐ 3201 Unlawful Detainer – Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Post Foreclosure (34)	☐ 3401 Unlawful Detainer – Post Foreclosure	2, 6, 11
	Unlawful Detainer – Drugs (38)	☐ 3801 Unlawful Detainer – Drugs	2, 6, 11
Judicial Review	Asset Forfeiture (05)	☐ 0501 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	☐ 1101 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	☐ 0201 Writ – Administrative Mandamus	2, 8
		☐ 0202 Writ – Mandamus on Limited Court Case Matter	2
		☐ 0203 Writ – Other Limited Court Case Review	2

SHORT TITLE	CASE NUMBER
FIDEL SALAZAR v KEVAN PARANG, et al	24SMCV05974

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (See Step 3 above)
Judicial Review	Other Judicial Review (39)	☐ 3901 Other Writ/Judicial Review	2, 8
		☐ 3902 Administrative Hearing	2, 8
		☐ 3903 Parking Appeal	2, 8
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	☐ 0301 Antitrust/Trade Regulation	1, 2, 8
	Asbestos (04)	☐ 0401 Asbestos Property Damage	1, 11
		☐ 0402 Asbestos Personal Injury/Wrongful Death	1, 11
	Construction Defect (10)	☐ 1001 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	☐ 4001 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	☐ 2801 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	☐ 3001 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	☐ 4101 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	☐ 2001 Sister State Judgment	2, 5, 11
		☐ 2002 Abstract of Judgment	2, 6
		☐ 2003 Confession of Judgment (non-domestic relations)	2, 9
		☐ 2004 Administrative Agency Award (not unpaid taxes)	2, 8
		☐ 2005 Petition/Certificate for Entry of Judgment Unpaid Tax	2, 8
		☐ 2006 Other Enforcement of Judgment Case	2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	☐ 2701 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (not specified above) (42)	☐ 4201 Declaratory Relief Only	1, 2, 8
		☐ 4202 Injunctive Relief Only (not domestic/harassment)	2, 8
		☐ 4203 Other Commercial Complaint Case (non-tort/non-complex)	1, 2, 8
		☐ 4304 Other Civil Complaint (non-tort/non-complex)	1, 2, 8
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	☐ 2101 Partnership and Corporation Governance Case	2, 8
	Other Petitions (not specified above) (43)	☐ 4301 Civil Harassment with Damages	2, 3, 9
		☐ 4302 Workplace Harassment with Damages	2, 3, 9

SHORT TITLE	CASE NUMBER
FIDEL SALAZAR v KEVAN PARANG, et al	24SMCV05974

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (See Step 3 above)
Miscellaneous Civil Petitions	Other Petitions (not specified above) (43)	☐ 4303 Elder/Dependent Adult Abuse Case with Damages	2, 3, 9
		☐ 4304 Election Contest	2
		☐ 4305 Petition for Change of Name/Change of Gender	2, 7
		☐ 4306 Petition for Relief from Late Claim Law	2, 3, 8
		☐ 4307 Other Civil Petition	2, 9

Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address, which is the basis for the filing location including zip code. (No address required for class action cases).

REASON:			ADDRESS:
☐ 1. ☐ 2. ☐ 3. ☐ 4. ☐ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐ 10. ☑ 11.			Missouri Ave. & Westwood Blvd.
CITY: Los Angeles	STATE: CA.	ZIP CODE: 90025	

Step 5: Certification of Assignment: I certify that this case is properly filed in the West District of the Superior Court of California, County of Los Angeles [Code of Civ. Proc., 392 et seq., and LASC Local Rule 2.3(a)(1)(E)]

Dated: 12/10/2024

Mark Ruszecki
(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form LASC CIV 109 (05/22).
5. Payment in full of the filing fee, unless there is a court order for waiver, partial or schedule payments.
6. A signed order appointing a Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court to issue a Summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the Summons and Complaint, or other initiating pleading in the case.

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	Reserved for Clerk's File Stamp **FILED** Superior Court of California County of Los Angeles 12/10/2024 David W. Slayton, Executive Officer / Clerk of Court By: W. Lee Deputy
COURTHOUSE ADDRESS: Beverly Hills Courthouse 9355 Burton Way, Beverly Hills, CA 90210	
NOTICE OF CASE ASSIGNMENT **UNLIMITED CIVIL CASE**	
Your case is assigned for all purposes to the judicial officer indicated below.	CASE NUMBER: 24SMCV05974

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✔	Edward B. Moreton, Jr.	205					

Given to the Plaintiff/Cross-Complainant/Attorney of Record on 12/10/2024 (Date)

David W. Slayton, Executive Officer / Clerk of Court

By W. Lee, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

APPLICATION
The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

PRIORITY OVER OTHER RULES
The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE
A challenge under Code of Civil Procedure Section 170.6 must be made within **15** days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS
Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

COMPLAINTS
All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

CROSS-COMPLAINTS
Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

STATUS CONFERENCE
A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE
The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

SANCTIONS
The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.

Class Actions
Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

***Provisionally Complex Cases**
Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.

Superior Court of California, County of Los Angeles

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.

CROSS-COMPLAINANTS must serve this ADR Information Package on any new parties named to the action with the cross-complaint.

What is ADR?

ADR helps people find solutions to their legal disputes without going to trial. The main types of ADR are negotiation, mediation, arbitration, and settlement conferences. When ADR is done by phone, videoconference or computer, it may be called Online Dispute Resolution (ODR). These alternatives to litigation and trial are described below.

Advantages of ADR

- **Saves Time:** ADR is faster than going to trial.
- **Saves Money:** Parties can save on court costs, attorney's fees, and witness fees.
- **Keeps Control** (with the parties): Parties choose their ADR process and provider for voluntary ADR.
- **Reduces Stress/Protects Privacy:** ADR is done outside the courtroom, in private offices, by phone or online.

Disadvantages of ADR

- **Costs:** If the parties do not resolve their dispute, they may have to pay for ADR, litigation, and trial.
- **No Public Trial:** ADR does not provide a public trial or decision by a judge or jury.

Main Types of ADR

1. **Negotiation:** Parties often talk with each other in person, or by phone or online about resolving their case with a settlement agreement instead of a trial. If the parties have lawyers, they will negotiate for their clients.

2. **Mediation:** In mediation, a neutral mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to try to create a settlement agreement that is acceptable to all. Mediators do not decide the outcome. Parties may go to trial if they decide not to settle.

   Mediation may be appropriate when the parties
   - want to work out a solution but need help from a neutral person.
   - have communication problems or strong emotions that interfere with resolution.

   Mediation may <u>not</u> be appropriate when the parties
   - want a public trial and want a judge or jury to decide the outcome.
   - lack equal bargaining power or have a history of physical/emotional abuse.

How to Arrange Mediation in Los Angeles County

Mediation for **civil cases** is voluntary and parties may select any mediator they wish. Options include:

a. **The Civil Mediation Vendor Resource List**
If all parties in an active civil case agree to mediation, they may contact these organizations to request a "Resource List Mediation" for mediation at reduced cost or no cost (for selected cases).

- **ADR Services, Inc.** Assistant Case Manager Janet Solis, janet@adrservices.com (213) 683-1600
- **Mediation Center of Los Angeles** Program Manager info@mediationLA.org (833) 476-9145

These organizations cannot accept every case and they may decline cases at their discretion. They may offer online mediation by video conference for cases they accept. Before contacting these organizations, review important information and FAQs at www.lacourt.org/ADR.Res.List

NOTE: The Civil Mediation Vendor Resource List program does not accept family law, probate, or small claims cases.

b. **Los Angeles County Dispute Resolution Programs.** Los Angeles County-funded agencies provide mediation services on the day of hearings in small claims, unlawful detainer (eviction), civil harassment, and limited civil (collections and non-collection) cases. https://dcba.lacounty.gov/countywidedrp/

Online Dispute Resolution (ODR). Parties in small claims and unlawful detainer (eviction) cases should carefully review the Notice and other information they may receive about (ODR) requirements for their case. https://my.lacourt.org/odr/

c. Mediators and ADR and Bar organizations that provide mediation may be found on the internet.

3. **Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision. For more information about arbitration, visit https://www.courts.ca.gov/programs-adr.htm

4. **Mandatory Settlement Conferences (MSC):** MSCs are ordered by the Court and are often held close to the trial date or on the day of trial. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but who instead assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court's MSC programs for civil cases, visit https://www.lacourt.org/division/civil/CI0047.aspx

Los Angeles Superior Court ADR website: https://www.lacourt.org/division/civil/CI0109.aspx
For general information and videos about ADR, visit http://www.courts.ca.gov/programs-adr.htm

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 12, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Deny Claim GL24-0112-11903

ITEM DESCRIPTION: Included in the Board binders is a Claim for Damages by Jacob Westfall, case GL24-0112-11903. The Superintendent recommends that the Claim be denied, and the matter referred to the district's Risk Management Department for further handling.

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

PREPARED BY: Stacey Sandoval

DIVISION: Business and Financial Services

CABINET APPROVAL PHONE: (559) 457-6226

CABINET APPROVAL: Patrick Jensen, Chief Financial Officer 
INTERIM SUPERINTENDENT APPROVAL:

Robert J. Ounjian, SBN 210213
CARPENTER & ZUCKERMAN
8827 West Olympic Blvd.
Beverly Hills, California 90211
Telephone (310) 273-1230
Email: robert@cz.law

Attorneys for Claimant,
Jacob Westfall

RECEIVED
JAN 21 2025
BY:

FRESNO UNIFIED SCHOOL DISTRICT

IN THE MATTER OF THE CLAIM OF JACOB WESTFALL vs. FRESNO UNIFIED SCHOOL DISTRICT	APPLICATION FOR PERMISSION TO PRESENT LATE CLAIM [Cal. Gov. Code § 911.4]

To the FRESNO UNIFIED SCHOOL DISTRICT:

Application is hereby made for permission to present the attached claim after expiration of the time limit provided in *Government Code* § 911.2, without limitation:

1. On January 12, 2024, Kourtney Westfall was a pedestrian at the parking lot of Viking Elementary School, located at or near 4251 North Winery Avenue, Fresno, California 93726. Ms. Westfall dropped her child at the school and was walking back to her car when she tripped and fell on a crack/defect in the parking lot that is between Winery Avenue and the school. Ms. Westfall suffered, among other injuries, a fracture to her lower extremity.

2. Ms. Westfall alleges that the public entity is liable for her injury as it was caused by a dangerous condition of public property. (*See Government Code* § 835, without limitation.)

3. At all relevant times, Claimants Jacob Westfall and Kourtney Westfall were spouses in a lawful and valid marriage. Accordingly, Mr. Westfall has a claim for loss of consortium.

4. On June 21, 2024, Kourtney Westfall and Jacob Westfall timely presented claims to the Fresno Unified School District. The United States Postal Service tracking numbers for the envelopes are EI529458555US and EI529458564US, respectively.

5. On August 8, 2024, the Fresno Unified School District rejected the claims.

6. On January 7, 2025, in preparing the Claimants' Complaint for filing, Claimants' law firm's staff noticed for the first time that there was a typographical error in Jacob Westfall's claim. The claim inadvertently stated that Mr. Westfall's first name was identified as "Justin" as opposed to "Jacob."

7. Therefore, while Mr. Westfall timely complied with the claim presentment requirement by presenting his claim to this public entity within 6 months of his loss, given the typographical error, Mr. Westfall now – out of an abundance of caution – also applies for permission to present a late claim in the event there is a finding that his initial claim failed to constitute a timely presentment.

8. Therefore, as stated in the attached claim **(Exhibit 1)**, and incorporated herein, the cause of action of claimant, Jacob Westfall, whose address is 3004 Helm Avenue, Clovis, California 93612, (559) 285-6662, accrued on January 12, 2024.

a. The time for presentation of such claim expired on July 12, 2024.

b. Mr. Westfall timely presented his claim on June 21, 2024.

c. In the event that there is a finding that Mr. Westfall did not timely present his claim, the reason for any failure to present such claim within the time provided in *Government Code* §§ 911.2, 911.4, without limitation, was through mistake, inadvertence, surprise, or excusable neglect and the public entity was not prejudiced in its defense of the claim.

A. Mistake, Inadvertence, Surprise, or Excusable Neglect (*Government Code* § 911.6(b)(1)):

As discussed above, on January 12, 2024, Kourtney Westfall was injured when she tripped and fell on a dangerous condition of public property owned and otherwise maintained and controlled by this public entity. At all relevant times, Jacob Westfall and Kourtney Westfall had a

lawful and valid marriage. Accordingly, Mr. Westfall has a claim for loss of consortium.

Mr. Westfall diligently retained counsel in this matter. He retained Carpenter & Zuckerman ("CZ") within the six months after the incident. (Ounjian Declaration at ¶ 9.)

On June 21, 2024, Mr. and Ms. Westfall timely presented claims to this public entity through CZ. (Ounjian Declaration at ¶ 11.)

Unfortunately, a staff member at CZ's law firm who typed up the claim made a clerical error entering Mr. Westfall's first name as "Justin" as opposed to "Jacob." (Glass Declaration at ¶¶ 2-3.)

On January 7, 2024, while CZ was preparing the Complaint to be filed, CZ noticed for the first time that the claim contained a typographical error in Mr. Westfall's first name. (Glass Declaration at ¶ 4.)

Government Code § 911.6(b)(1) provides that the public entity "shall grant the application" to present the late claim when:

> The failure to present the claim was through mistake, inadvertence, surprise or excusable neglect and the public entity was not prejudiced in its defense of the claim by the failure to present the claim within the time specified in Section 911.2.

Here, CZ timely presented claims to this public entity on behalf of Mr. and Ms. Westfall.

However, in the event that there were to be a finding that Mr. Westfall did not timely present his claim, the reason for any failure to timely present such claim was due to mistake, inadvertence, surprise, or excusable neglect, as follows and without limitation:

1. Mr. Glass has testified that he assisted counsel in preparing a claim on behalf of Mr. Westfall and in typing the claim form, he made an error in Mr. Westfall's first name, using the name "Justin" as opposed to "Jacob." This typographical error was due to Mr. Glass's mistake, inadvertence, surprise, and/or excusable neglect.

2. CZ diligently investigated/prosecuted this claim. The firm has retained an engineering firm which inspected the location of the fall and obtained medical records from numerous providers. CZ will also shortly file a Complaint in the Superior Court. (Ounjian Declaration at ¶ 12.)

3. CZ has diligently presented claims on behalf of Mr. and Ms. Westfall. To the extent that Mr. Westfall's claim is deemed not to have been presented due to the typographical error, the omission was caused by mistake, inadvertence, surprise, or excusable neglect.

4. Likewise, CZ has diligently submitted this late claim application within a reasonable time and not more than one year after the incident giving rise to the claim. Without limitation, CZ identified the error on January 7, 2025, and will present this application on January 8, 2025.

B. The Public Entity Will Suffer No Prejudice By The Acceptance Of This Late Claim (Government Code § 911.6(b)(1)):

5. The public entity has not been prejudiced in its defense of the claim by any failure to present the claim within the time specified in *Government Code* § 911.2.

6. Preliminarily, as noted above, Mr. Westfall did in fact timely present the claim within the time specified in the *Government Code*. Claimant makes this application out of an abundance of caution in the event that there is a later finding that he did not timely present his claim.

7. Given that Mr. Westfall's claim for loss of consortium is entirely dependent on his wife, Ms. Westfall's, claim for personal injuries, any investigation that the public entity would have performed with respect to Mr. Westfall's claim would have also been conducted in Ms. Westfall's claim. Furthermore, CZ did present a claim on behalf of Ms. Westfall's husband – albeit with a typographical error in his first name – and therefore any loss of consortium claim was presented to be investigated.

8. To be clear, Mr. Westfall only prevails on liability for his claim if Ms. Westfall also prevails on liability and therefore any liability investigation into Mr. Westfall's claim by the public entity would have been performed in the investigation of Ms. Westfall's claim. Therefore, the public entity cannot be prejudiced with respect to any liability defense it might assert.

9. Similarly, with respect to any damages claim, Mr. Westfall's damages are a result of Ms. Westfall's damages and therefore any investigation that the public entity would have performed into Mr. Westfall's damages would overlap with any investigation into Ms. Westfall's

damages. Finally, Mr. Westfall's damages claim is entirely for non-economic damages (CACI 3920). It is counsel's understanding that, to date, Mr. Westfall has not treated with any medical providers for his claim and therefore the only investigation that the public entity could potentially have performed would have been to interview Mr. Westfall which CZ would only have permitted in the context of a deposition in litigation. In sum, the public entity is not prejudiced in their defense by any delay in presenting any claim.

10. Still more, the public entity was presented with a claim on behalf of Ms. Westfall's husband – albeit with a typographical error in his first name – and therefore any loss of consortium investigation they wished to perform, they were on notice should be performed.

Thus, because any failure by Mr. Westfall to timely present a claim was caused by the mistake, inadvertence, surprise, or excusable neglect of his counsel, this public entity **shall** grant Mr. Westfall's application pursuant to *Government Code* § 911.6(b), without limitation.

If Mr. Westfall's application is denied by this public entity, the Superior Court will nevertheless be required to grant Mr. Westfall's petition for relief. The Superior Court makes an independent decision and case law directs the trial courts to grant relief from the late claim statute liberally, so as to preserve meritorious claims wherever possible. Any doubts are to be resolved in favor of permitting the suit to proceed. (*See e.g.*, *Viles v. California* (1967) 66 Cal.2d 24, 28029; *Bettencourt v. Los Rios Comm College District* (1986) 42 Cal.3d 270, 276.)

Mr. Westfall's proposed claim for purposes of the application is attached hereto and marked as **Exhibit 1**.

DATED: January 8, 2025

CARPENTER & ZUCKERMAN

By: Robert J. Ounjian

Robert J. Ounjian
Attorney for Claimant, Jacob Westfall

DECLARATION OF ROBERT J. OUNJIAN

I, Robert J. Ounjian, do hereby declare as follows:

1. I am an attorney duly licensed to practice before all Courts of the State of California and am a partner at Carpenter & Zuckerman, the attorneys of record for Kourtney Westfall and Jacob Westfall. I submit the herein declaration in support of the APPLICATION FOR PERMISSION TO PRESENT LATE CLAIM [Cal. Gov. Code § 911.4].

2. I state the following facts to the best of my knowledge and review of the law firm's file. If called as a witness, I could testify competently thereto.

3. A proposed Government Claim for filing with the Fresno Unified School District is attached hereto as **Exhibit 1**.

4. As stated in **Exhibit 1**, the cause of action of Claimant accrued on January 12, 2024.

5. The time for presentation of such a claim under *Government Code* § 911.2 expired on July 12, 2024.

6. Jacob Westfall presents this application out of an abundance of caution should a finding be made that Mr. Westfall's prior claim was not presented within the time permitted.

7. The reason for any failure to present such claim within the time provided in *Government Code* § 911.2., was due to mistake, inadvertence, surprise, and/or excusable neglect.

8. Kourtney Westfall alleges that she tripped and fell due to a dangerous condition of public property that was owned, controlled, and maintained by this public entity. I am informed and believe that at all relevant times, Jacob Westfall and Ms. Westfall had a lawful and valid marriage. Accordingly, Mr. Westfall may have a claim for loss of consortium.

9. Mr. and Ms. Westfall diligently retained counsel in this matter prior to the expiration of the claim period, i.e. within 6 months of the date of the accident.

10. Any failure to present Mr. Westfall's claim was due to mistake, inadvertence, surprise, and/or excusable neglect and the public entity was not prejudiced in its defense of the claim by the failure to present the claim within the time specified.

11. On June 21, 2024, CZ timely presented a claim on behalf of Mr. Westfall to this public entity. However, the claim contained a typographical error identifying Mr. Westfall's first name as "Justin" as opposed to "Jacob."

12. CZ diligently investigated/prosecuted this claim. The firm has retained an engineering firm which has examined the location of the accident. The firm has also obtained medical records for Ms. Westfall. CZ also intends to file a Complaint in the Superior Court promptly.

13. Since any failure to timely submit a claim form was due to the mistake, surprise, and/or excusable neglect of Claimant's counsel and/or counsel's staff, I respectfully request Mr. Westfall's Application for Permission to Present a Late Claim be granted.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on this 8th day of January 2025 at Los Angeles County, California.

Robert J. Ounjian

Robert J. Ounjian

DECLARATION OF S. R. GLASS

I, S. R. Glass, do hereby declare as follows:

1. I am employed by Carpenter & Zuckerman, the attorneys of record for Kourtney Westfall and Jacob Westfall. I submit the herein declaration in support of the APPLICATION FOR PERMISSION TO PRESENT LATE CLAIM [Cal. Gov. Code §911.4].

2. On or about June 21, 2024, I assisted counsel in preparing the claim forms for this matter.

3. In preparing the claim for Kourtney Westfall's husband, Jacob Westfall, I inadvertently committed a typographical error identifying the husband as "Justin" Westfall as opposed to "Jacob" Westfall.

4. On January 7, 2025, while assisting counsel in preparing the Complaint for filing in this action, I noticed the typographical error.

5. I apologize for the error and sincerely regret it.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on this 8th day of January 2025.

S. R. Glass

S. R. Glass

EXHIBIT "1"

FRESNO UNIFIED SCHOOL DISTRICT
CLAIM FOR DAMAGES

To Person or Property

INSTRUCTIONS • **Claims for death, injury to person, or to personal property must be filed not later than six (6) months after the occurrence. (Gov. Code Sec 911.2).** • **Claims for damages to real property must be filed not later than one year after the occurrence. (Gov. Code Sec 911.2).** • **Read entire Claim Form before filing.** • **Claim must be filed by claimant or person acting on claimant's behalf. Give relationship to claimant.** • **Attach separate sheets, if necessary, to give full detail. (SIGN EACH SHEET)**	**RESERVED FOR FILING STAMP CLAIM NO:_____**
1. Name of Claimant Jacob Westfall	**2.**
3. Home Address of Claimant **City/State** 3004 Helm Avenue, Clovis, CA 93612	**4. Home Telephone Number** (559) 285-6662
5. Business Address of Claimant **City/State** N/A	**6. Business Telephone Number** N/A
7. Give Address of which you desire notices or communication to be sent regarding this claim: Robert J. Ounjian, Carpenter & Zuckerman, 8827 W. Olympic Blvd., Beverly Hills, CA 90211 (310) 273-1230	
8. How and under what circumstances did DAMAGE or INJURY occur? Give full details: Please see attached.	
9. When did DAMAGE or INJURY occur? Give full particulars, date time of day: January 12, 2024 at approximately 8:15-8:30 am	
10. Where did DAMAGE or INJURY occur? Describe fully. Use reverse side of this sheet to diagram accident, where appropriate. Give street names, addresses, measurements, etc. Please see attached.	
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: Please see attached.	
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]) Exceeds $10,000 -- the claim will be an unlimited civil case.	
13. Insurance payments received, if any, and name(s) of insurance company: Not applicable.	
14. Expenditures made on account of DAMAGE or INJURY (Date - Item): Please see attached.	
15. Name and address of Witnesses, Doctors and Hospitals: Please see attached.	
16. Signature of Claimant or person filing: Robert J. Ounjian	**17. Typed Name (Relationship to Claimant)** Robert J. Ounjian, Counsel for Claimant **18. Date:** 1/8/25

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

Revised/EC/01.27.2020

Fresno Unified School District
Claim For Damages – Attachment

Claimant: Jacob Westfall

8. How and under what circumstances did damage or injury occur?

On or about January 12, 2024, Claimant's spouse was a pedestrian at the parking lot of Viking Elementary School, located at or near 4251 North Winery Avneue, Fresno, California 93726. At all times, Claimant's spouse was walking in a reasonably foreseeable manner. Claimant's spouse had dropped her child at school and was walking back to her car when she tripped and fell on a crack/defect in the parking lot that is between Winery Avenue and the school.

Without limitation, Claimant's spouse suffered a fracture to her lower extremity.

Photographs of the location and injury are submitted with this claim at the link below.

This public entity is liable to the Claimant pursuant to, without limitation, Government Code §§ 815.2, 815.4, 830.8, and 835.

This public entity owned, constructed, designed, leased, inspected, repaired, maintained and otherwise controlled the parking lot and adjacent area and/or voluntarily undertook a duty to maintain it in a safe condition. Without limitation, the public entity was negligent in its ownership, construction, design, lease, inspection, repair, maintenance, and control of the parking lot surface. The public entity's negligence was a substantial factor in causing Claimant's spouse's injuries.

The parking lot's surface was, at all relevant times, in a dangerous condition. More specifically, and without limitation, the surface on which Claimant's spouse was walking was raised, uneven, fractured, broken, slanted, sloped, defective, and/or otherwise in a dangerous condition for pedestrians exercising due care for their own safety.

The property was physically damaged, deteriorated, and defective such that it created a substantial risk of injury. More specifically, the dangerous condition created a reasonably foreseeable risk that an individual such as the plaintiff would suffer severe bodily injury.

This public entity had actual notice of the dangerous condition. This public entity had the power to prevent, fix, and guard against the dangerous condition. The dangerous condition had been observed by employes and agents of the defendant in the course and scope of their employment and with sufficient time for the defendants to have repaired, corrected, warned, protected from, or otherwise remedied the dangerous condition, all of which they negligently failed to do prior to the plaintiff's injury.

The public entity also had constructive notice of the dangerous condition. The dangerous condition had existed at the location for years prior to the claimant's spouse's injury. Any reasonable facility inspection program implemented by the public entity prior to the claimant's incident would have discovered the dangerous condition in more than sufficient time for the public entity to have repaired, corrected, warned, protected from, or otherwise remedied the dangerous condition, all of which they negligently failed to do, prior to the claimant's spouse's injury. The dangerous condition is so obvious that the public entity should have discovered the condition and known that it was dangerous.

This public entity is also liable as the public entity's employees acted in a negligent manner within the course and scope of their employment.

As a direct, proximate, and legal cause of the public entity's wrongful conduct, the claimant suffered foreseeable past and future physical and emotional injuries and general, special, and incidental damages in an amount according to proof.

Claimant is presenting a claim for the following damages, without limitation:

Loss of Consortium (CACI 3920)

1. Past and future: Loss of love, companionship, comfort, care, assistance, protection, affection, society, and moral support.
2. Past and future: Loss of enjoyment of sexual relations.

The sum of Claimant's claim exceeds $1,000,000.

10. Where did damage or injury occur?

On or about January 12, 2024, Claimant's spouse was a pedestrian at the parking lot of Viking Elementary School, located at or near 4251 North Winery Avneue, Fresno, California 93726. Photographs of the location are submitted for the public entity's consideration at the link below.

11. What particular act or omission by the District do you claim caused the alleged injury or damage?

On or about January 12, 2024, Claimant's spouse was a pedestrian at the parking lot of Viking Elementary School, located at or near 4251 North Winery Avneue, Fresno, California 93726. At all times, Claimant's spouse was walking in a reasonably foreseeable manner. Claimant's spouse had dropped her child at school and was walking back to her car when she tripped and fell on a crack/defect in the parking lot that is between Winery Avenue and the school.

Without limitation, Claimant's spouse suffered a fracture to her lower extremity.

Photographs of the location and injury are submitted with this claim at the link below.

This public entity is liable to the Claimant pursuant to, without limitation, Government Code §§ 815.2, 815.4, 830.8, and 835.

This public entity owned, constructed, designed, leased, inspected, repaired, maintained and otherwise controlled the parking lot and adjacent area and/or voluntarily undertook a duty to maintain it in a safe condition. Without limitation, the public entity was negligent in its ownership, construction, design, lease, inspection, repair, maintenance, and control of the parking lot surface. The public entity's negligence was a substantial factor in causing Claimant's spouse's injuries.

The parking lot's surface was, at all relevant times, in a dangerous condition. More specifically, and without limitation, the surface on which Claimant's spouse was walking was raised, uneven, fractured, broken, slanted, sloped, defective, and/or otherwise in a dangerous condition for pedestrians exercising due care for their own safety.

The property was physically damaged, deteriorated, and defective such that it created a substantial risk of injury. More specifically, the dangerous condition created a reasonably foreseeable risk that an individual such as the plaintiff would suffer severe bodily injury.

This public entity had actual notice of the dangerous condition. This public entity had the power to prevent, fix, and guard against the dangerous condition. The dangerous condition had been observed by employes and agents of the defendant in the course and scope of their employment and with sufficient time for the defendants to have repaired, corrected, warned, protected from, or otherwise remedied the dangerous condition, all of which they negligently failed to do prior to the plaintiff's injury.

The public entity also had constructive notice of the dangerous condition. The dangerous condition had existed at the location for years prior to the claimant's spouse's injury. Any reasonable facility inspection program implemented by the public entity prior to the claimant's incident would have discovered the dangerous condition in more than sufficient time for the public entity to have repaired, corrected, warned, protected from, or otherwise remedied the dangerous condition, all of which they negligently failed to do, prior to the claimant's spouse's injury. The dangerous condition is so obvious that the public entity should have discovered the condition and known that it was dangerous.

This public entity is also liable as the public entity's employees acted in a negligent manner within the course and scope of their employment.

As a direct, proximate, and legal cause of the public entity's wrongful conduct, the claimant suffered foreseeable past and future physical and emotional injuries and general, special, and incidental damages in an amount according to proof.

Claimant is presenting a claim for the following damages, without limitation:

Loss of Consortium (CACI 3920)

1. Past and future: Loss of love, companionship, comfort, care, assistance, protection, affection, society, and moral support.
2. Past and future: Loss of enjoyment of sexual relations.

The sum of Claimant's claim exceeds $1,000,000.

14. Expenditures made on account of damage or injury?

Claimant has incurred past medical bills, incidental damages, a loss of household services, a loss of earnings/ diminution of earning capacity, and past pain and suffering.

Claimant is presenting a claim for the following damages, without limitation:

Loss of Consortium (CACI 3920)

1. Past and future: Loss of love, companionship, comfort, care, assistance, protection, affection, society, and moral support.
2. Past and future: Loss of enjoyment of sexual relations.

The sum of Claimant's claim exceeds $1,000,000.

15. Names and addresses of Witnesses, Doctors, and Hospitals.

Without limitation, Claimant identifies:

1. Kourtney Westfall, who can be reached through her counsel.
2. Justin Westfall, who can be reached through counsel.
3. Elissa, an individual believed to be a teacher's aid at Viking Elementary School.
4. Christie Yang, principal of Viking Elementary School.
5. Clovis Urgent Care, 1555 Shaw Avenue, Suite 101, Clovis, CA 93611.
6. Narinder Grewal, MD, Advanced Pain Management, 23861 W. McBean Pkwy, Suite A-1, Valencia, CA 91355.
7. Wilker Orthopedic and Spine Institute, 11980 San Vicente Blvd., Suite 114, Los Angeles, CA 90049.
8. Alexander Grimm, MD, 5101 Santa Monica Blvd., Suite 8, PMB 54, Los Angeles, CA 90029.

Note: Additional information regarding this claim, including medical records and photographs are submitted at the following link:

https://spaces.hightail.com/space/JeJQrMqFNt

PROOF OF SERVICE

STATE OF CALIFORNIA]
]ss.
COUNTY OF LOS ANGELES]

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 8827 West Olympic Boulevard, Beverly Hills, California 90211.

On January 8, 2025, I served the foregoing document described as **APPLICATION FOR PERMISSION TO PRESENT LATE CLAIM [Cal. Gov. Code §911.4]** on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

X **BY OVERNIGHT MAIL:** By sealing the envelope and placing it for collection and overnight delivery in a box regularly maintained by an overnight delivery service with delivery fees paid or provided for in accordance with ordinary business practices.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on January 8, 2025 at Beverly Hills, California

Veronica Bustos

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 12, 2025

ACTION REQUESTED: RATIFY

TITLE AND SUBJECT: Ratify Grant Applications for the After-School Education and Safety Program

ITEM DESCRIPTION: Included in the Board binders are the After School Education and Safety (ASES) Program grant applications for renewal and new funding through the California Department of Education (COE). The Expanded Learning Department is applying for ASES Grant renewal funding for the 2024-2025 school year in the amount of $15,429,435 for 70 sites and the ASES Universal Grant in the amount of $1,847,059.20 for eleven sites. These site-based initiatives aim to create a safe and enriching educational environment that provides academic support and experiences to students through programming during out-of-school time.

To secure continued funding for our programs, we will implement Senate Bill (SB) 1221. This legislation mandates that programs provide evidence of a data-driven quality improvement process aligned with the state department's guidelines and the twelve Quality Standards for Expanded Learning Programs in California. Programs must submit attendance data, choose one or more outcome measures to demonstrate effectiveness based on grant requirements and focus on at least one of the twelve Quality Standards each year. Data for the selected measures must be reported annually to the COE.

FINANCIAL SUMMARY: There is no fiscal impact to the district at this time.
PREPARED BY: Marie Williams Ed.D., Instructional Superintendent

DIVISION: Instructional Division

CABINET APPROVAL PHONE: 457-3750

CABINET APPROVAL: Interim Chief Academic Officer, Carlos Castillo, Ed.D. Carlos Castillo (Jan 27, 2025 14:26 PST)

After School Education and Safety Program
Renewal Application 2025–26

Grant ID: 10-23939-6216-EZ

Cover Page

Email questions and completed applications to:

expandedlearning@cde.ca.gov

Agency Name	Fresno Unified
County-District Code/Federal Employer Identification Number	10621660000000
County Name	Fresno
Agency Type	LEA
Superintendent Name	Mao Misty Her
Superintendent Professional Title	Interim Superintendent
Superintendent Address	2309 Tulare Street
Superintendent City, State, Zip Code	Fresno, CA 93721-2287
Superintendent Telephone Number	(559) 457-3884
Superintendent Email Address	misty.her@fresnounified.org
Program Contact Name	Connie Cha
Program Contact Professional Title	Director
Program Contact Address	4120 N. First Street
Program Contact City, State, Zip Code	Fresno, CA 93726
Program Contact Telephone Number	559-248-7461
Program Contact Email Address	Connie.Cha@fresnounified.org
ASES Core Amount Requested	$15,429,435.42

I hereby certify that I have read, acknowledge, and agree to the terms as stated on the Certified Assurances, as well as on all forms contained herein not requiring individual signature. I also certify (if applicable) that I will share equal decision-making and grant compliance with the signing Co-applicant(s), including all assurances and fiscal reporting requirements.

Superintendent Signature:	Date:
	12/17/2024

After School Education and Safety Program Renewal Application 2025–26

Grant ID: 10-23939-6216-EZ

Co-Applicant Information Form

If you are applying with more than one Co-Applicant, have the additional Co-Applicants information and signatures listed below:

Co-Applicant 1: Information	
Co-Applicant Agency Name	N/A
Co-Applicant Name	N/A
Co-Applicant Professional Title	N/A
Co-Applicant Address	N/A
Co-Applicant City, State, Zip Code	N/A
Co-Applicant Telephone Number	N/A
Co-Applicant Email Address	N/A

I hereby certify that I have read, acknowledge, and agree to the terms as stated on the Certified Assurances, as well as on all forms contained in the application. I also certify (if applicable) that I will share equal decision-making and grant compliance with the signing Co-Applicant(s), including all assurances and fiscal reporting requirements.
Original "wet" signatures must be made using blue ink.

Superintendent Signature:	Date: 12/17/2024
Co-Applicant 1 Signature: N/A	Date: N/A

After School Education and Safety Program
Renewal Application 2025–26

List of Schools Operating Programs

Fresno Unified

Site Status R=Renew C=Cancel	Grant Number	County-District-School Code	School Name	Components	Funding Amount
R	10-23939-6216-EZ	10621666006068	Addams Elementary	After School Base	$339,920.22
R	10-23939-6216-EZ	10621666006068	Addams Elementary	After School Supplemental	$10,988.08
R	10-23939-6216-EZ	10621666061188	Ahwahnee Middle	After School Base	$203,482.84
R	10-23939-6216-EZ	10621660108118	Akira Yokomi Elementary	After School Base	$152,612.13
R	10-23939-6216-EZ	10621666111256	Ann B. Leavenworth	After School Base	$213,351.76
R	10-23939-6216-EZ	10621666101091	Ayer Elementary	After School Base	$183,745.01
R	10-23939-6216-EZ	10621666101091	Ayer Elementary	After School Supplemental	$10,988.08
R	10-23939-6216-EZ	10621666006076	Aynesworth Elementary	After School Base	$354,467.12
R	10-23939-6216-EZ	10621666006076	Aynesworth Elementary	After School Supplemental	$10,988.08
R	10-23939-6216-EZ	10621666006092	Birney Elementary	After School Base	$335,441.47
R	10-23939-6216-EZ	10621666006092	Birney Elementary	After School Supplemental	$14,031.90
R	10-23939-6216-EZ	10621666006118	Burroughs Elementary	After School Base	$227,392.08
R	10-23939-6216-EZ	10621666006126	Calwa Elementary	After School Base	$327,353.71
R	10-23939-6216-EZ	10621666006126	Calwa Elementary	After School Supplemental	$15,911.38
R	10-23939-6216-EZ	10621666006142	Centennial Elementary	After School Base	$183,439.78
R	10-23939-6216-EZ	10621666006159	Columbia Elementary	After School Base	$152,612.13
R	10-23939-6216-EZ	10621666057285	Cooper Middle	After School Base	$343,957.91

After School Education and Safety Program
Renewal Application 2025–26

List of Schools Operating Programs

Fresno Unified

Site Status R=Renew C=Cancel	Grant Number	County-District-School Code	School Name	Components	Funding Amount
R	10-23939-6216-EZ	10621666057285	Cooper Middle	After School Supplemental	$10,988.08
R	10-23939-6216-EZ	10621666057285	Cooper Middle	Before School Base	$36,626.92
R	10-23939-6216-EZ	10621666117477	David L. Greenberg Elementary	After School Base	$201,753.24
R	10-23939-6216-EZ	10621660113811	Deborah A. Williams Elementary	After School Base	$152,612.13
R	10-23939-6216-EZ	10621660113811	Deborah A. Williams Elementary	After School Supplemental	$10,988.08
R	10-23939-6216-EZ	10621666006183	Del Mar Elementary	After School Base	$152,612.13
R	10-23939-6216-EZ	10621666006191	Easterby Elementary	After School Base	$152,612.13
R	10-23939-6216-EZ	10621666103840	Edison Computech	After School Base	$203,482.84
R	10-23939-6216-EZ	10621666111249	Edith B. Storey Elementary	After School Base	$207,095.34
R	10-23939-6216-EZ	10621666112882	Elizabeth Terronez Middle	After School Base	$281,028.40
R	10-23939-6216-EZ	10621666112882	Elizabeth Terronez Middle	After School Supplemental	$10,988.08
R	10-23939-6216-EZ	10621666006217	Ericson Elementary	After School Base	$152,612.13
R	10-23939-6216-EZ	10621666006225	Ewing Elementary	After School Base	$152,612.13
R	10-23939-6216-EZ	10621666109961	Ezekiel Balderas Elementary	After School Base	$189,239.05
R	10-23939-6216-EZ	10621666057293	Fort Miller Middle	After School Base	$202,363.68
R	10-23939-6216-EZ	10621666057293	Fort Miller Middle	Before School Base	$36,626.92
R	10-23939-6216-EZ	10621666057293	Fort Miller Middle	Before School Supplemental	$187.37

After School Education and Safety Program
Renewal Application 2025–26

List of Schools Operating Programs

Fresno Unified

Site Status R=Renew C=Cancel	Grant Number	County-District-School Code	School Name	Components	Funding Amount
R	10-23939-6216-EZ	10621666006258	Fremont Elementary	After School Base	$152,612.13
R	10-23939-6216-EZ	10621666120125	Hamilton Elementary	After School Base	$203,482.84
R	10-23939-6216-EZ	10621666006274	Heaton Elementary	After School Base	$159,428.80
R	10-23939-6216-EZ	10621666006274	Heaton Elementary	After School Supplemental	$10,988.08
R	10-23939-6216-EZ	10621666006282	Holland Elementary	After School Base	$152,612.13
R	10-23939-6216-EZ	10621666006290	Homan Elementary	After School Base	$211,368.49
R	10-23939-6216-EZ	10621666006308	Jackson Elementary	After School Base	$152,612.13
R	10-23939-6216-EZ	10621666006316	Jefferson Elementary	After School Base	$190,154.71
R	10-23939-6216-EZ	10621666088546	King Elementary	After School Base	$154,443.47
R	10-23939-6216-EZ	10621666057327	Kings Canyon Middle	After School Base	$214,623.53
R	10-23939-6216-EZ	10621666057327	Kings Canyon Middle	Before School Base	$36,626.92
R	10-23939-6216-EZ	10621666006324	Kirk Elementary	After School Base	$152,612.13
R	10-23939-6216-EZ	10621666006332	Kratt Elementary	After School Base	$152,612.13
R	10-23939-6216-EZ	10621666006357	Lane Elementary	After School Base	$360,317.93
R	10-23939-6216-EZ	10621666006357	Lane Elementary	After School Supplemental	$21,857.26
R	10-23939-6216-EZ	10621666102016	Lawless Elementary	After School Base	$188,018.15
R	10-23939-6216-EZ	10621666006365	Lincoln Elementary	After School Base	$152,612.13
R	10-23939-6216-EZ	10621666006373	Lowell Elementary	After School Base	$162,989.76
R	10-23939-6216-EZ	10621666006373	Lowell Elementary	After School Supplemental	$10,988.08

After School Education and Safety Program
Renewal Application 2025–26

List of Schools Operating Programs

Fresno Unified

Site Status R=Renew C=Cancel	Grant Number	County-District-School Code	School Name	Components	Funding Amount
R	10-23939-6216-EZ	10621660113829	Mario G. Olmos Elementary	After School Base	$207,552.50
R	10-23939-6216-EZ	10621666006407	Mayfair Elementary	After School Base	$354,263.63
R	10-23939-6216-EZ	10621666006407	Mayfair Elementary	After School Supplemental	$10,988.08
R	10-23939-6216-EZ	10621666085120	McCardle Elementary	After School Base	$152,612.13
R	10-23939-6216-EZ	10621666105746	Miguel Hidalgo Elementary	After School Base	$204,805.48
R	10-23939-6216-EZ	10621666105746	Miguel Hidalgo Elementary	After School Supplemental	$10,988.08
R	10-23939-6216-EZ	10621660108100	Mollie S. Bakman Elementary	After School Base	$152,612.13
R	10-23939-6216-EZ	10621666006415	Muir Elementary	After School Base	$308,205.40
R	10-23939-6216-EZ	10621666006415	Muir Elementary	After School Supplemental	$10,988.08
R	10-23939-6216-EZ	10621666006423	Norseman Elementary	After School Base	$152,612.13
R	10-23939-6216-EZ	10621666006431	Powers-Ginsburg Elementary	After School Base	$152,612.13
R	10-23939-6216-EZ	10621666006449	Pyle Elementary	After School Base	$152,612.13
R	10-23939-6216-EZ	10621666006456	Robinson Elementary	After School Base	$152,612.13
R	10-23939-6216-EZ	10621666006464	Roeding Elementary	After School Base	$152,612.13
R	10-23939-6216-EZ	10621666006472	Rowell Elementary	After School Base	$422,735.61
R	10-23939-6216-EZ	10621666006472	Rowell Elementary	After School Supplemental	$10,988.08
R	10-23939-6216-EZ	10621660129338	Rutherford B. Gaston Sr. Middle	After School Base	$203,482.84
R	10-23939-6216-EZ	10621666006480	Scandinavian Middle	After School Base	$205,110.70

After School Education and Safety Program
Renewal Application 2025–26

List of Schools Operating Programs

Fresno Unified

Site Status R=Renew C=Cancel	Grant Number	County-District-School Code	School Name	Components	Funding Amount
R	10-23939-6216-EZ	10621666057335	Sequoia Middle	After School Base	$202,974.13
R	10-23939-6216-EZ	10621666057335	Sequoia Middle	After School Supplemental	$16,722.91
R	10-23939-6216-EZ	10621666085138	Slater Elementary	After School Base	$362,759.03
R	10-23939-6216-EZ	10621666085138	Slater Elementary	After School Supplemental	$10,988.08
R	10-23939-6216-EZ	10621666088942	Sunset Elementary	After School Base	$254,353.55
R	10-23939-6216-EZ	10621666088942	Sunset Elementary	After School Supplemental	$17,411.58
R	10-23939-6216-EZ	10621666111231	Susan B. Anthony Elementary	After School Base	$152,612.13
R	10-23939-6216-EZ	10621666088538	Tehipite Middle	After School Base	$254,353.55
R	10-23939-6216-EZ	10621666088538	Tehipite Middle	After School Supplemental	$18,824.20
R	10-23939-6216-EZ	10621666006514	Thomas Elementary	After School Base	$152,612.13
R	10-23939-6216-EZ	10621666061196	Tioga Middle	After School Base	$305,224.26
R	10-23939-6216-EZ	10621666061196	Tioga Middle	After School Supplemental	$10,988.08
R	10-23939-6216-EZ	10621666006522	Turner Elementary	After School Base	$289,277.45
R	10-23939-6216-EZ	10621666006522	Turner Elementary	After School Supplemental	$10,988.08
R	10-23939-6216-EZ	10621660119339	Vang Pao Elementary	After School Base	$152,612.13
R	10-23939-6216-EZ	10621666006530	Viking Elementary	After School Base	$152,612.13
R	10-23939-6216-EZ	10621666006548	Vinland Elementary	After School Base	$152,612.13

After School Education and Safety Program
Renewal Application 2025–26

List of Schools Operating Programs

Fresno Unified

Site Status R=Renew C=Cancel	Grant Number	County-District-School Code	School Name	Components	Funding Amount
R	10-23939-6216-EZ	10621660136150	Wawona K-8	After School Base	$375,731.07
R	10-23939-6216-EZ	10621660136150	Wawona K-8	After School Supplemental	$22,819.59
R	10-23939-6216-EZ	10621660136150	Wawona K-8	Before School Base	$28,948.83
R	10-23939-6216-EZ	10621666006555	Webster Elementary	After School Base	$152,612.13
R	10-23939-6216-EZ	10621666006563	Wilson Elementary	After School Base	$207,552.50
R	10-23939-6216-EZ	10621666006563	Wilson Elementary	Before School Base	$10,072.40
R	10-23939-6216-EZ	10621666006571	Winchell Elementary	After School Base	$382,598.62
R	10-23939-6216-EZ	10621666006571	Winchell Elementary	After School Supplemental	$10,988.08
R	10-23939-6216-EZ	10621666006589	Wishon Elementary	After School Base	$159,428.80
R	10-23939-6216-EZ	10621666006589	Wishon Elementary	After School Supplemental	$10,988.08
R	10-23939-6216-EZ	10621666006597	Wolters Elementary	After School Base	$158,564.01
R	10-23939-6216-EZ	10621666006597	Wolters Elementary	Before School Base	$3,761.80
R	10-23939-6216-EZ	10621666061204	Yosemite Middle	After School Base	$239,601.05
R	10-23939-6216-EZ	10621666061204	Yosemite Middle	After School Supplemental	$27,598.37
R	10-23939-6216-EZ	10621666061204	Yosemite Middle	Before School Base	$25,778.02
				Total:	**$15,429,435.42**

After School Education and Safety Program
Renewal Application 2025–26
Grant ID: 10-23939-6216-EZ
Signatures and Approvals

School Principal or Executive Director Approval

The school principal or executive director of a direct-funded charter school of each school to be served by the proposed program must approve this program application.

County-District-School Code	School Name	Name of School Principal or Executive Director	Signature of School Principal or Executive Director
10621660108100	Mollie S. Bakman Elementary	Andrea Valdez, Principal	
10621660108118	Akira Yokomi Elementary	Steve Zoller, Principal	
10621660113811	Deborah A. Williams Elementary	Guadalupe Ponce, Principal	
10621660113829	Mario G. Olmos Elementary	Scott Sanders, Principal	
10621660119339	Vang Pao Elementary	Yua Lee, Principal	
10621660129338	Rutherford B. Gaston Sr. Middle	Thomas Williams, Principal	
10621660136150	Wawona K-8	Delia Nuno, Principal	
10621666006068	Addams Elementary	Natanska Valtierra, Principal	
10621666006076	Aynesworth Elementary	Cha Vang, Principal	
10621666006092	Birney Elementary	Kristina Montez, Principal	
10621666006118	Burroughs Elementary	Lorena Federico, Principal	
10621666006126	Calwa Elementary	Antonio Sanchez, Principal	
10621666006142	Centennial Elementary	Monica Alvarez, Principal	

After School Education and Safety Program
Renewal Application 2025–26
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Signatures and Approvals

10621666006159	Columbia Elementary	Mike Rivard, Principal	
10621666006183	Del Mar Elementary	Nicole Woods, Principal	
10621666006191	Easterby Elementary	Nancy Her, Principal	
10621666006217	Ericson Elementary	Tina Rodriguez, Principal	
10621666006225	Ewing Elementary	Jorge Ramirez, Principal	
10621666006258	Fremont Elementary	Julie Johnson, Principal	
10621666006274	Heaton Elementary	Laura Gemetti, Principal	
10621666006282	Holland Elementary	Adele Stewart, Principal	
10621666006290	Homan Elementary	Jackie Sittre-Price, Principal	
10621666006308	Jackson Elementary	Rodolfo Gonzalez, Principal	
10621666006316	Jefferson Elementary	Jennifer Thomas, Principal	
10621666006324	Kirk Elementary	Latoya Tatum, Principal	
10621666006332	Kratt Elementary	John Kaup, Principal	
10621666006357	Lane Elementary	Karen Streich-Rodgers, Principal	
10621666006365	Lincoln Elementary	Marisa Favila, Principal	
10621666006373	Lowell Elementary	Jennifer Her-Yang, Principal	
10621666006407	Mayfair Elementary	Faviola Perez, Principal	
10621666006415	Muir Elementary	Nicole Jones, Principal	

After School Education and Safety Program
Renewal Application 2025–26
Grant ID: 10-23939-6216-EZ
Signatures and Approvals

10621666006423	Norseman Elementary	Kevin X Her, Principal	
10621666006431	Powers-Ginsburg Elementary	Angela Balliet, Principal	
10621666006449	Pyle Elementary	Isaac Villanueva-Langdon, Principal	
10621666006456	Robinson Elementary	Kelley Auston, Principal	
10621666006464	Roeding Elementary	Debbie Duran, Principal	
10621666006472	Rowell Elementary	Carmela Teran, Principal	
10621666006480	Scandinavian Middle	Julie Goorabian-Ellis, Principal	
10621666006514	Thomas Elementary	Matthew Phanco, Principal	
10621666006522	Turner Elementary	Lisa McDannel, Principal	
10621666006530	Viking Elementary	Christie Yang, Principal	
10621666006548	Vinland Elementary	Jeanarta Coe, Principal	
10621666006555	Webster Elementary	Denise Whittles, Principal	
10621666006563	Wilson Elementary	Meegan Grant, Principal	
10621666006571	Winchell Elementary	Angelica Espinosa, Principal	
10621666006589	Wishon Elementary	Noemi Parayno, Principal	
10621666006597	Wolters Elementary	May Her, Principal	
10621666057285	Cooper Middle	Sandra Auble, Principal	

After School Education and Safety Program
Renewal Application 2025–26

Grant ID: 10-23939-6216-EZ

Signatures and Approvals

10621666057293	Fort Miller Middle	Abraham Olivares, Principal	
10621666057327	Kings Canyon Middle	Landon Ailanjian, Principal	
10621666057335	Sequoia Middle	Allyson Burns, Principal	
10621666061188	Ahwahnee Middle	Jennifer Carr, Principal	
10621666061196	Tioga Middle	Kevin Evangelinos, Principal	
10621666061204	Yosemite Middle	Nichole Horn, Principal	
10621666085120	McCardle Elementary	Linda White, Principal	
10621666085138	Slater Elementary	Kelli Wilkins, Principal	
10621666088538	Tehipite Middle	Shannon West, Principal	
10621666088546	King Elementary	Summer Gaston-Gehris, Principal	
10621666088942	Sunset Elementary	Lianna Silva, Principal	
10621666101091	Ayer Elementary	Lauren Ailanjian-Trzeciak, Principal	
10621666102016	Lawless Elementary	Meredith Farnsworth, Principal	
10621666103840	Edison Computech	Tobaise Brookins, Principal	
10621666105746	Miguel Hidalgo Elementary	Xee Moua, Principal	
10621666109961	Ezekiel Balderas Elementary	Toua Chang, Principal	
10621666111231	Susan B. Anthony Elementary	Katie Navarrette, Principal	

After School Education and Safety Program
Renewal Application 2025–26
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Signatures and Approvals

10621666111249	Edith B. Storey Elementary	Gia Picchi-Shirley, Principal	
10621666111256	Ann B. Leavenworth	Rosalinda Torres, Principal	
10621666112882	Elizabeth Terronez Middle	Gilbert Villarreal, Principal	
10621666117477	David L. Greenberg Elementary	Linda Ramirez, Principal	
10621666120125	Hamilton Elementary	Jahmaal Sawyer, Principal	

School District Approval

The local educational agency (LEA) superintendent must be in agreement with the intent of this application. The LEA superintendent assures that all schools in this application meet eligibility requirements for funding pursuant to the terms and conditions described in the request for application.

If the LEA superintendent is already a signatory on this application, then signature below is not required.

Direct funded charter schools applying for grant funding are not required to obtain the superintendent's signature for approval.

County-District-School Code	School District Name	Name of Superintendent	Signature of Superintendent
10621660000000	Fresno Unified	Mao Misty Her, Interim Superintendent	

After School Education and Safety Program
Renewal Application 2025–26

Grant ID: 10-23939-6216-EZ

California *Education Code* Certified Assurances
Page 1

These Certified Assurances, per California *Education Code* (*EC*), are required as part of the After School Education and Safety (ASES) Renewal grant application.

Note: All grantees are required to retain on file a copy of the General Assurances for their records and for audit purposes. Please download the General Assurances on the California Department of Education's (CDE's) Funding Forms web page at https://www.cde.ca.gov/fg/fo/fm/ff.asp. Grantees should not submit General Assurances to the CDE.

On behalf of the applicant agency, the Authorized Signature or Designee and all Co- applicants (if applicable) hereby agree to, and certify the following:

1. The program will include an educational and literacy element in which tutoring or homework assistance is provided in one or more of the following areas: language arts, mathematics, history and social science, computer training, or science (*EC* sections 8482.3[c][1][A], 8482.3[f][6], and 8483.3[c][1]).

2. The program will have an educational enrichment element that may include, but need not be limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities (*EC* sections 8482.3[c][1][B], 8482.3 [f][6], and 8483.3[c][2]). Such activities might involve Science, Technology, Engineering, and Mathematics, the arts, music, physical activity, health promotion, general recreation, technology, career awareness, and activities to support positive youth development.

3. The program will agree that snacks made available through a program shall conform to the nutrition standards in Article 2.5 (commencing with *EC* Section 49430) of Chapter 9 of Part 27 of Division 4 of Title 2. The program will agree that meals made available through a program shall conform to the nutrition standards of the United States Department of Agriculture's at-risk afterschool meal component of the Child and Adult Care Food Program (*EC* sections 8482.3[d][1], 8482.3[d][2], and 8483.3[c][8]).

4. Each partner in the application agrees to share responsibility for the quality of the program (*EC* Section 8482.3[f][3]).

5. The program agrees to follow all fiscal reporting and auditing standards required by the CDE (*EC* Section 8482.3[f][5]).

6. Program agrees to provide information to the department for the purpose of program evaluation and will certify that program evaluations will be based upon any requirements recommended by the Advisory Committee on Before and After School Programs and adopted by the state board, including the annual outcome-based data for evaluation (*EC* sections 8482.3[f][7], 8482.3 [f][8], 8483.3[c][11], and 8484[a]).

7. The program will provide school day attendance rates on participating students to the CDE on an annual basis (*EC* sections 8482.3[f][10][A] and 8484[a][1][A]).

8. As required by the CDE, programs will submit program attendance on a semiannual basis (*EC* sections 8482.3[f][10][B] and 8484[a][1][B]).

9. The program will review their after school program plans every three years. The review is to include, but not limited to, program goals (a program may specify any new program goals that will apply to the following three years during the grant renewal process), program content, outcome measures that the program will use for the next three years, and any other information requested by the CDE. If the program goals or outcome measures change as a result of this review, the program shall notify the CDE. The grantee shall maintain documentation of the after school program plan for a minimum of five years (*EC* sections 8482.3[g][1][A] and 8482.3[g][1][F]).

10. The program acknowledges that the CDE shall monitor this review as part of its onsite monitoring process (*EC* Section 8482.3[g][2]).

11. Every program established pursuant to this article shall be planned through a collaborative process that includes parents, youth, and representatives of participating public schools, governmental agencies, such as city and county parks and recreation departments, local law enforcement, community organizations, and the private sector (*EC* Section 8482.5[b]).

12. Every student attending a school operating a program is eligible to participate in the program, subject to program capacity (*EC* Section 8482.6).

13. A program is not required to charge family fees or conduct individual eligibility determination based on need or income (*EC* Section 8482.6).

14. Off-site programs shall align the educational and literacy component of the program with participating students' regular school programs (*EC* sections 8482.8[a][2] and 8484.6[a]). Off-site programs will ensure communication among teachers in the regular school program, after school staff, and parents of students. Off-site programs will ensure communication among teachers in the regular school program, staff in the before school and after school components of the program, and parents of students (*EC* Section 8482.8[a][2]).

15. A program that requests approval shall describe the manner in which the Applicant intends to provide safe, supervised transportation between school sites; ensure communication among teachers in the regular school program, staff in the before school and after school components of the program, and parents of students; and coordinate the educational and literacy component of the before and after school components of the program with the regular school programs of participating students. (*EC* Section 8482.8[a][2]). No program located off school grounds shall be approved unless safe transportation is provided to the students enrolled in the program (*EC* Section 8484.6[a]).

16. The program will commence immediately upon the conclusion of the regular school day. (Note: A regular school day is any day that students attend and instruction takes place.) (*EC* Section 8483[a][1][A][i]).

17. The program will operate for a minimum of 15 hours per week (*EC* Section 8483[a][1][A][i]).

18. The program will operate until at least 6 p.m., on every regular school day (*EC* Section 8483[a][1][A][i]).

19. A program that operates at a school site located in an area that has a population density of less than 11 persons per square mile may end operating hours no earlier than 5 p.m. (*EC* Section 8483[a][1][A][ii]).

20. The program will establish a policy regarding reasonable early daily release of students from the program (*EC* Section 8483[a][1][B]).

21. Elementary school and middle school or junior high students should participate in the full day of the program every day during which students participate (*EC* Section 8483[a][2]).

22. For middle school or junior high school, programs may implement a flexible attendance schedule for those students (*EC* Section 8483[a][3]).

23. First priority for enrollment of students in an after school program shall be given to homeless youth and students identified by the program as being in foster care (*EC* Section 8483[c][1][A]) and second priority shall be given to middle school and junior high students who attend program daily (*EC* Section 8483[c][1][B]).

24. The program will provide a safe physical and emotional environment, opportunities for relationship building, and promote active student engagement (*EC* Section 8483.3[c][3]).

25. The program will provide staff training and development (*EC* Section 8483.3 [c][4]).

26. The program will integrate with the regular school day and other expanded learning opportunities (*EC* Section 8483.3[c][5]).

27. The program will engage in community collaboration, including, but not limited to, demonstrated support of the school site principal and staff (*EC* Section 8483.3[c][6]).

28. The program will provide opportunities for physical activity (*EC* Section 8483.3[c][7]).

29. The program will assume fiscal accountability (*EC* Section 8483.3[c][9]).

30. The program will meet all of the evaluation requirements (*EC* Section 8483.3 [c][11]) and any such data required by the CDE.

31. The program will engage in the collection and use of student social, behavioral, or skill development data collection to support quality program improvement processes (*EC* Section 8483.3[c][12]).

32. The program will ensure that the program maintains a student to-staff member ratio of no more than 20-to-1 (*EC* Section 8483.4).

33. The program will establish minimum qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise students meet the minimum qualifications for an instructional aide, pursuant to the policies of the school district (*EC* Section 8483.4).

34. Selection of the program site supervisors shall be subject to the approval of the school site principal (*EC* Section 8483.4).

35. All program staff and volunteers will be subject to the health screening and fingerprint clearance requirements in current law and district policy for school personnel and volunteers in the school district (*EC* Section 8483.4).

36. All funds expended will supplement, not supplant, existing funding for after school programs. State categorical funds for remedial education activities shall not be used to make the required contribution of local funds for those after school programs (*EC* sections 8483.5[e] and 8483.7[b]).

37. The program may provide three days of staff development during regular program hours using funds from the total grant award (*EC* Section 8483.7[a][1][J]).

38. The program will provide an amount of cash or in-kind local funds equal to not less than one-third of the total grant from the school district, governmental agencies, community organizations, or the private sector. Facilities or space usage may fulfill not more than 25 percent of the required local contribution (*EC* Section 8483.7[a][6]).

39. The program acknowledges that State categorical funds for remedial education activities shall not be used to make the required contribution of local funds for those after school programs (*EC* Section 8483.7[b]).

40. A program may expend on indirect costs no more than the lesser the school district's indirect cost rate, as approved by the CDE for the appropriate fiscal year or five percent of the state program funding received (*EC* Section 8483.9[a]).

41. The program will not expend no more than 15 percent of that funding on administrative costs, which include indirect costs (*EC* Section 8483.9[b]).

California *Education Code* Certified Assurances
Page 6

42. A program will ensure that no less than 85 percent of that funding is allocated to school sites for direct services to students. The cost of a program site supervisor may be included as direct services, provided that at least 85 percent of the site supervisor's time is spent at the program site (*EC* Section 8483.9[c]).

43. The program shall submit evidence of a data-driven program quality improvement process that is based on CDE's guidance on program quality standards (*EC* Section 8484[a][2]).

44. Programs may be conducted upon the grounds of a community park, recreational facility, or other site as approved by the State Department of Education in the grant application process (*EC* Section 8484.6[a]).

45. An offsite program shall comply with all statutory and regulatory requirements that are applicable to similar programs conducted on the school site (*EC* Section 8484.6[b]).

46. If 15 percent or more of the students enrolled in a public school that provides instruction in kindergarten or any of grades 1 to 12, inclusive, speak a single primary language other than English, as determined from the census data submitted to the CDE in the preceding year, all notices, reports, statements, or records sent to the parent or guardian of any such student by the school or school district shall, in addition to being written in English, be written in the primary language, and may be responded to either in English or the primary language (*EC* Section 48985[a]).

I acknowledge understanding of and agreement with California *Education Code* Certified Assurances 1–46.	
Superintendent Signature: 	Date: 12/17/2024

Sub-Contractor List

Grant ID: 10-23939-6216-EZ

If you are using a Sub Contractor please list below the **primary** Sub-Contractor(s) for each of your ASES funded school site(s), A Sub-Contractor is defined as an entity that is entered into an agreement to service all components of your Expanded Learning programs. If you do not use a Sub Contractor to run your program, please put an **N/A** in the Sub Contractor Column next to the school site(s) listed. If it is N/A, it still needs to be filled out and submitted.

Name of Sub Contractor: N/A	**School Site:** Addams Elementary
Name of Sub Contractor: N/A	**School Site:** Ahwahnee Middle
Name of Sub Contractor: N/A	**School Site:** Akira Yokomi Elementary
Name of Sub Contractor: N/A	**School Site:** Ann B. Leavenworth
Name of Sub Contractor: N/A	**School Site:** Ayer Elementary
Name of Sub Contractor: N/A	**School Site:** Aynesworth Elementary
Name of Sub Contractor: N/A	**School Site:** Birney Elementary

Sub-Contractor List

Grant ID: 10-23939-6216-EZ

Name of Sub Contractor: N/A

School Site:

Burroughs Elementary

Name of Sub Contractor: N/A

School Site:

Calwa Elementary

Name of Sub Contractor: N/A

School Site:

Centennial Elementary

Name of Sub Contractor: N/A

School Site:

Columbia Elementary

Name of Sub Contractor: N/A

School Site:

Cooper Middle

Name of Sub Contractor: N/A

School Site:

David L. Greenberg Elementary

Name of Sub Contractor: N/A

School Site:

Deborah A. Williams Elementary

Name of Sub Contractor: N/A

School Site:

Del Mar Elementary

Name of Sub Contractor: N/A

School Site:

Easterby Elementary

Sub-Contractor List

Grant ID: 10-23939-6216-EZ

Name of Sub Contractor: N/A

School Site:

Edison Computech

Name of Sub Contractor: N/A

School Site:

Edith B. Storey Elementary

Name of Sub Contractor: N/A

School Site:

Elizabeth Terronez Middle

Name of Sub Contractor: N/A

School Site:

Ericson Elementary

Name of Sub Contractor: N/A

School Site:

Ewing Elementary

Name of Sub Contractor: N/A

School Site:

Ezekiel Balderas Elementary

Name of Sub Contractor: N/A

School Site:

Fort Miller Middle

Name of Sub Contractor: N/A

School Site:

Fremont Elementary

Name of Sub Contractor: N/A

School Site:

Hamilton Elementary

Sub-Contractor List

Grant ID: 10-23939-6216-EZ

Name of Sub Contractor: N/A

School Site:

Heaton Elementary

Name of Sub Contractor: N/A

School Site:

Holland Elementary

Name of Sub Contractor: N/A

School Site:

Homan Elementary

Name of Sub Contractor: N/A

School Site:

Jackson Elementary

Name of Sub Contractor: N/A

School Site:

Jefferson Elementary

Name of Sub Contractor: N/A

School Site:

King Elementary

Name of Sub Contractor: N/A

School Site:

Kings Canyon Middle

Name of Sub Contractor: N/A

School Site:

Kirk Elementary

Name of Sub Contractor: N/A

School Site:

Kratt Elementary

Sub-Contractor List

Grant ID: 10-23939-6216-EZ

Name of Sub Contractor: N/A

School Site:

Lane Elementary

Name of Sub Contractor: N/A

School Site:

Lawless Elementary

Name of Sub Contractor: N/A

School Site:

Lincoln Elementary

Name of Sub Contractor: N/A

School Site:

Lowell Elementary

Name of Sub Contractor: N/A

School Site:

Mario G. Olmos Elementary

Name of Sub Contractor: N/A

School Site:

Mayfair Elementary

Name of Sub Contractor: N/A

School Site:

McCardle Elementary

Name of Sub Contractor: N/A

School Site:

Miguel Hidalgo Elementary

Name of Sub Contractor: N/A

School Site:

Mollie S. Bakman Elementary

Sub-Contractor List

Grant ID: 10-23939-6216-EZ

Name of Sub Contractor: N/A

School Site:

Muir Elementary

Name of Sub Contractor: N/A

School Site:

Norseman Elementary

Name of Sub Contractor: N/A

School Site:

Powers-Ginsburg Elementary

Name of Sub Contractor: N/A

School Site:

Pyle Elementary

Name of Sub Contractor: N/A

School Site:

Robinson Elementary

Name of Sub Contractor: N/A

School Site:

Roeding Elementary

Name of Sub Contractor: N/A

School Site:

Rowell Elementary

Name of Sub Contractor: N/A

School Site:

Rutherford B. Gaston Sr. Middle

Name of Sub Contractor: N/A

School Site:

Scandinavian Middle

Sub-Contractor List

Grant ID: 10-23939-6216-EZ

Name of Sub Contractor: N/A

School Site:

Sequoia Middle

Name of Sub Contractor: N/A

School Site:

Slater Elementary

Name of Sub Contractor: N/A

School Site:

Sunset Elementary

Name of Sub Contractor: N/A

School Site:

Susan B. Anthony Elementary

Name of Sub Contractor: N/A

School Site:

Tehipite Middle

Name of Sub Contractor: N/A

School Site:

Thomas Elementary

Name of Sub Contractor: N/A

School Site:

Tioga Middle

Name of Sub Contractor: N/A

School Site:

Turner Elementary

Name of Sub Contractor: N/A

School Site:

Vang Pao Elementary

Sub-Contractor List

Grant ID: 10-23939-6216-EZ

Name of Sub Contractor: N/A

School Site:

Viking Elementary

Name of Sub Contractor: N/A

School Site:

Vinland Elementary

Name of Sub Contractor: N/A

School Site:

Wawona K-8

Name of Sub Contractor: N/A

School Site:

Webster Elementary

Name of Sub Contractor: N/A

School Site:

Wilson Elementary

Name of Sub Contractor: N/A

School Site:

Winchell Elementary

Name of Sub Contractor: N/A

School Site:

Wishon Elementary

Name of Sub Contractor: N/A

School Site:

Wolters Elementary

Name of Sub Contractor: N/A

School Site:

Yosemite Middle

After School Education and Safety Program
Renewal Application 2025–26

Grant ID: 10-23939-6216-EZ

Off-site Program Information

The After School Education and Safety, 21st Century Community Learning Centers, and After School Safety and Enrichment for Teens grant recipients proposing to operate an after school program at a site other than that of the regular school day activity must complete this form. Please identify each off-campus program site below and indicate from which schools the pupils will be drawn.

The program site is the physical location where the after school program activities and services will be provided. One program site may serve students from more than one school. The program site must be a safe and easily accessible facility.

Mail or scan completed form to:
Expanded Learning Division
California Department of Education
1430 N Street, Suite 3400
Sacramento, CA 95814
expandedlearning@cde.ca.gov

Grant Identification Number 10-23939-6216-EZ		Proposed Effective Date N/A
Program Site Name N/A		Proposed End Date N/A
Program Site Address N/A		
City N/A	State CA	ZIP Code N/A
Phone N/A		
Program Site Contact Person N/A		

County-District-School Code	School Name	Number of pupils attending this offsite program
N/A	N/A	N/A

Offsite Program Name N/A		
Offsite Program Site Address N/A		
City N/A	State CA	ZIP Code N/A
Phone N/A		
Program Site Contact Person N/A		

County-District-School Code	School Name	Number of pupils attending this offsite program
N/A	N/A	N/A

Please provide a justification for the proposed program location change. How is the offsite location safe and easily accessible? How far is the offsite location from the funded school site? N/A
Please describe how the program will provide safe transportation. N/A

Name of Program Director N/A	
Signature of Program Director N/A	Date N/A

For California Department of Education Use Only

☐ Approve ☐ Deny	
Consultant Review (review, approval and grantee/ System of Support for Expanded Learning notification)	Date
Analyst Review (file)	Date

After School Education and Safety Program
Renewal Application 2025–26

Grant ID: 10-23939-6216-EZ

Checklist

Must be received by 4:00 p.m. on **January 30, 2025**, to the California Department of Education, Expanded Learning Division.

Email completed application to:

expandedlearning@cde.ca.gov

Please submit these forms in the following order:

- [x] Completed and Signed Cover Page
- [ ] N/A Completed and Signed Co-Applicant Information Form (if applicable)
- [x] Completed List of Schools Operating Programs Form
- [x] Completed and Signed Signatures and Approvals Form
- [x] Signed Certified *Education Code* Assurances Pages 1-6 (one set for the applicant and one set for the co-applicant, if applicable)
- [x] Completed Sub-Contractor List
- [ ] N/A Completed Offsite Program Information Form (if applicable)
- [x] Application Checklist

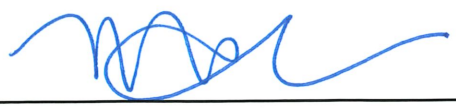
After School Education and Safety Program
Universal Application 2025–26
Application ID: 25-07-10-25-ASES-7

Cover Page

Mail completed applications to:
California Department of Education
Expanded Learning Division
1430 N Street, Suite 3400
Sacramento, CA 95814-5901

Agency Name	Fresno Unified
County-District Code/Federal Employer Identification Number	10621660000000
County Name	Fresno
Agency Type	LEA
Superintendent Name	Mao Misty Her
Superintendent Professional Title	Interim Superintendent
Superintendent Address	2309 Tulare Street
Superintendent City, State, Zip Code	Fresno, CA, 93721-2287
Superintendent Telephone Number	(559) 457-3884 Ext.
Superintendent Email Address	misty.her@fresnounified.org
Program Contact Name	Connie Cha
Program Contact Professional Title	Director, Expanded Learning
Program Contact Address	4120 N. First Street
Program Contact City, State, Zip Code	Fresno, CA 93726
Program Contact Telephone Number	559-248-7461
Program Contact Email Address	Connie.Cha@fresnounified.org
ASES Core Amount Requested	$1,847,059.20

I hereby certify that I have read, acknowledge, and agree to the terms as stated on the Certified Assurances, as well as on all forms contained herein not requiring individual signature. I also certify (if applicable) that I will share equal decision-making and grant compliance with the signing Co-applicant(s), including all assurances and fiscal reporting requirements.

Superintendent Signature:	Date:
	12/17/2024

After School Education and Safety Program Universal Application 2025–26

Application ID: 25-07-10-25-ASES-7

Co-Applicant Information Form

If you are applying with a Co-applicant please fill out this form. If you are applying with more than one Co-applicant, each Co-applicant must have the information completed and sign below:

Co-Applicant Information	
Co-Applicant Agency Name	N/A
Co-Applicant Name	N/A
Co-Applicant Professional Title	N/A
Co-Applicant Address	N/A
Co-Applicant City, State, Zip Code	N/A
Co-Applicant Telephone Number	N/A
Co-Applicant Email Address	N/A

I hereby certify that I have read, acknowledge, and agree to the terms as stated on the Certified Assurances, as well as on all forms contained herein not requiring individual signature. I also certify (if applicable) that I will share equal decision- making and grant compliance with the signing co-applicant(s), including all assurances and fiscal reporting requirements.

Superintendent Signature:	Date: 12/17/2024
Co-Applicant Signature: N/A	Date: N/A

After School Education and Safety Program
Universal Grant Application 2025–26
Application ID: 25-07-10-25-ASES-7

Authorized Designee

An **Authorized Signature (if applicable)** refers to a person who is eligible to authorize and sign on behalf of an agency or organization in recognition that a grant application has been submitted. In the absence of the Authorized Signature, a Designee is able to sign the After School Education and Safety (ASES) Universal grant application. **An original "wet" signature from a Designee will only be accepted in blue ink along with a copy of a recent governing board resolution or minutes specifically authorizing the designee to accept and sign as a proxy for financial statements and legally binding documents.**

Signature authority is the permission to execute transactions up to limits established by relevant applicant agency's policies and permission to approve transactions for execution. This approval attests to the appropriateness of the transaction within the applicant's program objectives and budgetary authorizations.

Individuals who receive delegated authority shall have active involvement with the activity being conducted; and have sufficient know ledge of the applicant agency's policies, rules, law s, regulations, and procedures to ensure compliance.

Agency Name:	N/A
Designee Name:	N/A
Designee Title:	N/A
Designee Signature:	N/A
Signature Date:	N/A

After School Education and Safety Program
Universal Grant Application 2025–26

Application ID: 25-07-10-25-ASES-7

Signatures and Approvals

School Principal or Executive Director Approval

The school principal or executive director of a direct-funded charter school of each school to be served by the proposed program must approve this program application.

County-District-School Code	School Name	Name of School Principal or Executive Director	Signature of School Principal or Executive Director
10621660141127	Juan Felipe Herrera Elementary	Miguel Naranjo, Principal	
10621666006084	Baird Middle	Timona Martin, Principal	
10621666006100	Bullard Talent	Catherine Aujero, Principal	
10621666006233	Figarden Elementary	Cari Lopez, Principal	
10621666006266	Gibson Elementary	Derrick Hansen, Principal	
10621666006381	Malloch Elementary	Autumn Prestidge, Principal	
10621666057343	Tenaya Middle	Ryan Duff, Principal	
10621666068704	Eaton Elementary	Elizabeth Buettner, Principal	
10621666088934	Starr Elementary	Jonathan Graney, Principal	
10621666101109	H. Roger Tatarian Elementary	Michele Markarian, Principal	
10621666103832	Manchester Gate	Ian Gough, Principal	

The local educational agency (LEA) superintendent must be in agreement with the intent of this application. The LEA superintendent assures that all schools in this application meet eligibility requirements for funding pursuant to the terms and conditions described in the request for application.

If the LEA superintendent is already a signatory on the cover page of this application, the signature below is not required.

Direct funded charter schools applying for grant funding are not required to obtain the superintendent's signature for approval.

California Department of Education
Created: 18-Sep-2024

After School Education and Safety Program
Universal Grant Application 2025–26

Application ID: 25-07-10-25-ASES-7

Signatures and Approvals

County-District-School Code	School District Name	Name of Superintendent	Signature of Superintendent
10621660000000	Fresno Unified	Mao Misty Her, Interim Superintendent	

After School Education and Safety Program
Universal Application 2025–26

Application ID: 25-07-10-25-ASES-7

California *Education Code* Certified Assurances
Page 1

These Certified Assurances, per California *Education Code (EC)*, are required as part of the After School Education and Safety Universal and Renewal grant application.

Note: All grantees are required to retain on file a copy of the General Assurances for their records and for audit purposes. Please download the General Assurances on the California Department of Education's (CDE) Funding Forms web page at https://www.cde.ca.gov/fg/fo/fm/ff.asp. Grantees should not submit General Assurances to the CDE.

On behalf of the applicant agency, the Authorized Signature or Designee and all co-applicants (if applicable) hereby agree to, and certify the following:

1. The program will include an educational and literacy element in which tutoring or homework assistance is provided in one or more of the following areas: language arts, mathematics, history and social science, computer training, or science (*EC* Section 8482.3[c][1][A], 8482.3[f][6], and 8483.3[c][1]).

2. The program will have an educational enrichment element that may include, but need not be limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities (*EC* sections 8482.3[c][1][B], 8482.3 [f][6], and 8483.3[c][2]). Such activities might involve Science, Technology, Engineering, and Mathematics, The arts, music, physical activity, health promotion, general recreation, technology, career awareness, and activities to support positive youth development.

3. The program will agree that snacks made available through a program shall conform to the nutrition standards in Article 2.5 (commencing with *EC* Section 49430) of Chapter 9 of Part 27 of Division 4 of Title 2. The program will agree that meals made available through a program shall conform to the nutrition standards of the United States Department of Agriculture's at-risk afterschool meal component of the Child and Adult Care Food Program (*EC* sections 8482.3[d][1], 8482.3[d][2], and 8483.3[c][8]).

4. Each partner in the application agrees to share responsibility for the quality of the program (*EC* Section 8482.3[f][3]).

5. The program agrees to follow all fiscal reporting and auditing standards required by the CDE (*EC* Section 8482.3[f][5]).

6. Program agrees to provide information to the department for the purpose of program evaluation and will certify that program evaluations will be based upon any requirements recommended by the Advisory Committee on Before and After School Programs and adopted by the state board, including the annual outcome-based data for evaluation (*EC* sections 8482.3[f][7], 8482.3 [f][8], 8483.3[c][11], and 8484[a]).

7. The program will provide attendance data on participating pupils in the expanded learning program and the continuous quality improvement process to the CDE on an annual basis (*EC* sections 8482.3[f][10][A] and 8484[a][1] [A]).

8. As required by the CDE, programs will submit program attendance on a semiannual basis (*EC* sections 8482.3[f][10][B] and 8484[a][1][B]).

9. The program will review their after school program plans every three years. The review is to include, but not be limited to program goals (a program may specify any new program goals that will apply to the following three years during the grant renewal process), program content, outcome measures that the program will use for the next three years, and any other information requested by the CDE. If the program goals or outcome measures change as a result of this review, the program shall notify the CDE. The grantee shall maintain documentation of the after school program plan for a minimum of five years (*EC* sections 8482.3[g][1][A] and 8482.3[g][1][F]).

10. The program acknowledges that the CDE shall monitor this review as part of its onsite monitoring process (*EC* Section 8482.3[g][2]).

11. Every program established pursuant to this article shall be planned through a collaborative process that includes parents, youth, and representatives of participating public schools, governmental agencies, such as city and county parks and recreation departments, local law enforcement, community organizations, and the private sector (*EC* Section 8482.5[b]).

12. Every pupil attending a school operating a program is eligible to participate in the program, subject to program capacity (*EC* Section 8482.6).

13. A program is not required to charge family fees or conduct individual eligibility determination based on need or income (*EC* Section 8482.6).

14. Offsite programs shall align the educational and literacy component of the program with participating pupils' regular school programs (*EC* sections 8482.8[a][2] and 8484.6[a]).Offsite programs will ensure communication among teachers in the regular school program, after school staff and parents of students. Offsite programs will ensure communication among teachers in the regular school program, staff in the before school and after school components of the program, and parents of pupils (*EC* Section 8482.8[a][2]).

15. A program that requests approval to operate an offsite program shall describe the manner in which the applicant intends to provide safe, supervised transportation between school sites; ensure communication among teachers in the regular school program, staff in the before school and after school components of the program, and parents of pupils; and coordinate the educational and literacy component of the before and after school components of the program with the regular school programs of participating pupils. (*EC* Section 8482.8[a][2]). No program located off school grounds shall be approved unless safe transportation is provided to the pupils enrolled in the program (*EC* Section 8484.6[a]).

16. The program will commence immediately upon the conclusion of the regular school day. (Note: A regular school day is any day that students attend and instruction takes place.) (*EC* Section 8483[a][1]).

17. The program will operate for a minimum of 15 hours per week (*EC* Section 8483[a][1]).

18. The program will operate until at least 6 p.m., on every regular school day (*EC* Section 8483[a][1]).

19. The program will establish a policy regarding reasonable early daily release of pupils from the program (*EC* Section 8483[a][1]).

20. Elementary school and middle school or junior high pupils should participate in the full day of the program every day during which pupils participate (*EC* Section 8483[a][2]).

21. For middle school or junior high school, programs may implement a flexible attendance schedule for those pupils (*EC* Section 8483[a][3]).

22. First priority for enrollment of pupils in an after school program shall be given to homeless youth, pupils identified by the program as being in foster care, and to pupils eligible for free or reduced Priced meals (*EC* Section 8483[c][1][a]) and second priority shall be given to middle school and junior high pupils who attend program daily (*EC* Section 8483(c][1][b]).

23. The program will provide a safe physical and emotional environment, opportunities for relationship building, and promote active pupil engagement (*EC* Section 8483.3[c][3]).

24. The program will provide staff training and development (*EC* Section 8483.3 [c][4]).

25. The program will integrate with the regular school day and other expanded learning opportunities (*EC* Section 8483.3[c][5]).

26. The program will engage in community collaboration, including, but not limited to, demonstrated support of the school site principal and staff (*EC* Section 8483.3[c][6]).

27. The program will provide opportunities for physical activity (*EC* Section 8483.3[c][7]).

28. The program will assume fiscal accountability (*EC* Section 8483.3[c][9]).

29. The program will meet all of the evaluation requirements (*EC* Section 8483.3 [c][11]) and any such data required by the CDE.

30. The program will engage in the collection and use of pupil social, behavioral, or skill development data collection to support quality program improvement processes (*EC* Section 8483.3[c][12]).

31. The program will ensure that the program maintains a pupil-to-staff member ratio of no more than 20 to 1 (*EC* Section 8483.4).

32. The program will establish minimum qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the school district (*EC* Section 8483.4).

33. Selection of the program site supervisors shall be subject to the approval of the school site principal (*EC* Section 8483.4).

34. All program staff and volunteers will be subject to the health screening and fingerprint clearance requirements in current law and district policy for school personnel and volunteers in the school district (*EC* Section 8483.4).

35. All funds expended will supplement, but not supplant, existing funding for after school programs. State categorical funds for remedial education activities shall not be used to make the required contribution of local funds for those after school programs (*EC* sections 8483.5[e] and 8483.7[b]).

36. The program may provide three days of staff development during regular program hours using funds from the total grant award (*EC* Section 8483.7[a][4]).

37. The program will provide an amount of cash or in-kind local funds equal to not less than one-third of the total grant from the school district, governmental agencies, community organizations, or the private sector. Facilities or space usage may fulfill not more than 25 percent of the required local contribution (*EC* Section 8483.7[a][7]).

38. The program acknowledges that State categorical funds for remedial education activities shall not be used to make the required contribution of local funds for those after school programs (*EC* Section 8483.7[b]).

39. A program may expend on indirect costs no more than the lesser the school district's indirect cost rate, as approved by the CDE for the appropriate fiscal year or five percent of the state program funding received (*EC* Section 8483.9[a]).

40. The program may expend no more than 15 percent of that funding on administrative costs, which include indirect costs (*EC* Section 8483.9[b]).

41. A program will ensure that no less than 85 percent of that funding is allocated to school sites for direct services to pupils. The cost of a program site supervisor may be included as direct services, provided that at least 85 percent of the site supervisor's time is spent at the program site (*EC* Section 8483.9[c]).

California *Education Code* Certified Assurances
Page 6

42. The program shall submit evidence of a data-driven program quality improvement process that is based on CDE's guidance on program quality standards (*EC* Section 8484[a][2]).

43. Programs may be conducted upon the grounds of a community park, recreational facility, or other site as approved by the State Department of Education in the grant application process (*EC* Section 8484.6[a]).

44. An offsite program shall comply with all statutory and regulatory requirements that are applicable to similar programs conducted on the school site (*EC* Section 8484.6[b]).

45. If 15 percent or more of the pupils enrolled in a public school that provides instruction in kindergarten or any of grades 1 to 12, inclusive, speak a single primary language other than English, as determined from the census data submitted to the CDE in the preceding year, all notices, reports, statements, or records sent to the parent or guardian of any such pupil by the school or school district shall, in addition to being written in English, be written in the primary language, and may be responded to either in English or the primary language (*EC* Section 48985[a]).

I acknowledge understanding of and agreement with California *Education Code* Certified Assurances 1–45.	
Superintendent Signature:	Date: 12/17/2024

After School Education and Safety Program
Universal Grant Application 2025–26

Application ID: 25-07-10-25-ASES-7

Disqualifications

The following conditions must be met for an application to be considered for ASES funding. If an Applicant does not comply with the following items, either individual schools or the entire application **will be disqualified** from funding consideration.

a. Individual School Disqualification

- An individual school that is not in Good Standing at the time the application is reviewed **will be disqualified.**

b. Application Disqualification

- A New application without a Program Narrative **will be disqualified.** The Applicant **must** submit, as an attachment, a Program Narrative that describes the two ASES required program elements (see Description of Required Program Narrative section).

- An application without an original "wet" signature, **using blue ink** signature (LEA Authorized Signature on the Cover Page) **will be disqualified.** Signatures submitted after the application deadline will not be accepted. If an application is submitted by more than one Applicant, all co-applicants must sign the application. If a co-applicant fails to sign the form, the co-applicant will be dropped from the application. However, at least one LEA must always sign the Cover Page of the application.

- A Cover Page without an original Authorized Signature or without a Designee Signature submitted with a copy of a recent governing board resolution or minutes—clearly authorizing the Designee to accept and sign as a proxy for financial statements and legally binding documents—**will be disqualified.**

- The ASSIST-generated application forms (see Application Checklist in this RFA) that are submitted to the CDE after **January 15, 2025 will be disqualified.**

Superintendent Signature:	Date:
	12/17/2024

California Department of Education
Created: 26-Sep-2022

After School Education and Safety Program
Universal Grant Application 2025–26

Application ID: 25-07-10-25-ASES-7

Off-site Program Information

The After School Education and Safety, 21st Century Community Learning Centers, and After School Safety and Enrichment for Teens grant recipients proposing to operate an after school program at a site other than that of the regular school day activity must complete this form. Please identify each off-campus program site below and indicate from which schools the pupils will be drawn.

The program site is the physical location where the after school program activities and services will be provided. One program site may serve students from more than one school. The program site must be a safe and easily accessible facility.

Mail or scan completed form to:
Expanded Learning Division
California Department of Education
1430 N Street, Suite 3400
Sacramento, CA 95814
expandedlearning@cde.ca.gov

Application ID: 25-07-10-25-ASES-7		Proposed Effective Date N/A
Program Site Name N/A		Proposed End Date N/A
Program Site Address N/A		
City N/A	State CA	ZIP Code N/A
Phone N/A		
Program Site Contact Person N/A		

County-District-School Code	School Name	Number of pupils attending this offsite program
N/A	N/A	N/A

Offsite Program Name N/A		
Offsite Program Site Address N/A		
City N/A	State CA	ZIP Code N/A
Phone N/A		
Program Site Contact Person N/A		

County-District-School Code	School Name	Number of pupils attending this offsite program
N/A	N/A	N/A

Please provide a justification for the proposed program location change. How is the offsite location safe and easily accessible? How far is the offsite location from the funded school site? N/A
Please describe how the program will provide safe transportation. N/A

Name of Program Director N/A	
Signature of Program Director N/A	Date N/A

For California Department of Education Use Only

☐ Approve ☐ Deny	
Consultant Review (review, approval and grantee/ System of Support for Expanded Learning notification)	Date
Analyst Review (file)	Date

After School Education and Safety Program
Universal Application 2025–26

Application ID: 25-07-10-25-ASES-7

Checklist

Must be received on, or before **January 15, 2025**, to the California Department of Education, Expanded Learning Division. Postmarks will be honored.

Mail completed applications to:
California Department of Education
Expanded Learning Division
1430 N Street, Suite 3400
Sacramento, CA 95814-5901

Please submit these forms in the following order:

- [x] Cover Page
- [ ] N/A Co-Applicant Information (if applicable)
- [ ] N/A Designee Form (if applicable)
- [x] Signatures and Approvals
- [x] Assurances Pages 1-6 signed and returned (one set for the applicant and one set for the co-applicant)
- [x] Disqualifications
- [ ] N/A Offsite Program Information (if applicable)
- [ ] N/A Program Narrative (NEW Grantees Only)
- [x] Checklist

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 12, 2025

ACTION REQUESTED: RATIFY

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 22-21, Francine and Murray Farber Educational Campus, Change Order 14 includes but may not be limited to adding the following: concrete and formwork, steel framing, doors and hardware, cameras, intrusion alarm, caulking, phone wiring, earthwork, plumbing and electrical infrastructure, corner guards, miscellaneous metal, concrete masonry units, window coverings, and add 124 days to the contract duration.

Original Contract Amount:	$	47,847,268
Change Order(s) previously ratified:	$	3,241,626
Change Order 14 presented for ratification:	$	331,363
New Contract Amount:	$	51,420,257

RFQP 23-12A, Design Build Services for the Multi-Site Heating, Ventilation, and Air Conditioning Design and Replacement Project (Elementary and Secondary School Emergency Relief III Federal Fund), Change Order 1 (Phase III) includes but may not be limited to adding the following: credit for unused contractor contingency, unused builder's risk insurance allowance, unused architectural allowance, unused funds from the Guaranteed Maximum Price (GMP).
Change Order 2 (Phase III) includes but may not be limited to adding the following: credit for unused Division of the State Architect (DSA) allowance.
Change Order 1 (Phase IV) includes but may not be limited to adding the following: credit for unused contractor contingency, unused builder's risk insurance, unused architectural allowance, unused funds from the Guaranteed Maximum Price (GMP).
Change Order 2 (Phase IV) includes but may not be limited to adding the following: credit for unused Division of the State Architect (DSA) allowance and add 129 days to the contract duration.

Original Contract Amount (Phase III and IV):	$	45,707,958
Original Contract Amount (Phase III):	$	24,016,636
Change Order(s) previously ratified:	$	0
Change Order 1 presented for ratification:	$	- 2,826,671
Change Order 2 presented for ratification:	$	- 166,906
New Contract Amount:	$	21,023,059
Original Contract Amount (Phase IV):	$	21,691,322
Change Order(s) previously ratified:	$	0
Change Order 1 presented for ratification:	$	- 2,746,283
Change Order 2 presented for ratification:	$	- 113,150

New Contract Amount:	$	18,831,889
New Contract Amount (Phase III and IV):	$	39,854,948

Bid 24-16, Roeding Elementary School Confidential Spaces and Administration Building Modernization, Change Order 6 includes but may not be limited to adding the following: reroute of underground electrical, add data jacks, clean out of sewer lines, light fixture model change, earthwork, window repair, gypsum board, heating, ventilation and air conditioning modifications, faucet replacement, and add 74 days to the contract duration.

Original Contract Amount:	$	2,014,850
Change Order(s) previously ratified:	$	85,765
Change Order 6 presented for ratification:	$	68,368
New Contract Amount:	$	2,168,983

Bid 24-31, Bullard High School Gyms Heating, Ventilation, and Air Conditioning Improvement (HVAC) Project, Change Order 1 includes but may not be limited to adding the following: new energy management system controls, electrical receptacles and disconnects, HVAC vents, scoreboard installation, fire alarm infrastructure, and new boiler panel.

Original Contract Amount:	$	3,165,000
Change Order(s) previously ratified:	$	0
Change Order 1 presented for ratification:	$	92,691
New Contract Amount:	$	3,257,691

Bid 24-49 Sections A, B, C, and D Multipurpose Room Audio/Visual Upgrades at Various Sites, Change Order 1 (Section A, Aynesworth, Calwa, Vang Pao, Webster, and Yosemite) includes but may not be limited to adding the following: electrical circuit for projector screen at Aynesworth and Yosemite, and add 130 days to contract duration.
Change Order 1 (Section B, Columbia, Easterby, King, Kirk, Computech) includes but may not be limited to adding the following: electrical circuit for projector screen at Kirk and add 130 days to contract duration.
Change Order 1 (Section C, Anthony, Hidalgo, Mayfair, Viking, Wishon) includes but may not be limited to adding the following: electrical circuit for projector screen at Mayfair and Viking and add 130 days to contract duration.
Change Order 1 (Section D, Eaton, Lowell, Malloch, Pyle, Baird) includes but may not be limited to adding the following: add 130 days to contract duration.

Original Contract Amount (Sections A-D):	$	1,296,534
Original Contract Amount (Section A):	$	330,093
Change Order(s) previously ratified:	$	0
Change Order 1 presented for ratification:	$	2,282
New Contract Amount:	$	332,375
Original Contract Amount (Section B):	$	319,058
Change Order(s) previously ratified:	$	0
Change Order 1 presented for ratification:	$	1,021
New Contract Amount:	$	320,079

Original Contract Amount (Section C):	$	325,887
Change Order(s) previously ratified:	$	0
Change Order 1 presented for ratification:	$	2,569
New Contract Amount:	$	328,456
Original Contract Amount (Section D):	$	321,496
Change Order(s) previously ratified:	$	0
Change Order 1 presented for ratification (days only):	$	0
New Contract Amount:	$	321,496
New Contract Amount (Sections A-D):	$	1,302,406

Bid 24-82, Heaton Elementary School Confidential Space Installation, Change Order 1 includes but may not be limited to adding the following: concrete curbs, modification to door hardware, storm drain reroute, and casework.

Original Contract Amount:	$	1,250,785
Change Order(s) previously ratified:	$	0
Change Order 1 presented for ratification:	$	10,124
New Contract Amount:	$	1,260,909

Bid 24-87, Gaston Middle School Sitework and Portable Improvement, Change Order 4 includes but may not be limited to adding the following: window coverings, signage, credit for decomposed granite, fiber optic wire change, and light fixture type change.

Original Contract Amount:	$	938,700
Change Order(s) previously ratified:	$	64,154
Change Order 4 presented for ratification:	$	- 24,885
New Contract Amount:	$	977,969

All requests for a change to the project are subject to multiple layers of review and evaluation, by both the project team (designer, contractor, Division of the State Architect Inspector of Record, project manager) and district management. Final approval for modification to the contract, resulting in a change order, is by the district. Each item in a change order is the result of one of the following: district request; unknown, unforeseen, or hidden condition; designer error/omission; or regulatory requirement. Change order costs are tracked by item and responsibility identified. Change orders can also include credits to the district. A Project Financial Summary is attached to each change order in the backup material.

FINANCIAL SUMMARY: Sufficient funds in the amount of $498,294 are available in the Measure M Fund for Bids 22-21, 24-16, 24-31 and 24-49, $10,124 is available in the Measure M Fund and Elementary and Secondary School Emergency Relief III Federal Fund for and 24-82, and $5,877,895 will be credited to the Elementary and Secondary School Emergency Relief III Federal Fund for RFQP 23-12A and Bid 24-87.

PREPARED BY: Ann Loorz

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Francine and Murray Farber Educational Campus
890 S 10th Street
Fresno, CA 93704

CHANGE ORDER No. : 014

DSA File No. : 10-H8

Application No. : 02-118895

CONTRACTOR :
Davis Moreno Construction, Inc.
4720 N. Blythe Avenue
Fresno, CA 93722

DESIGNER'S PROJECT No. : 19-33

FUSD BID/CONTRACT No. : 22-21

CONTRACTOR P.O. No. : 751875

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

The original Contract Sum was	$ 47,847,268.00
Net change by previously authorized Change Orders	$ 3,241,625.28
The Contract Sum prior to this Change Order was	$ 51,088,893.28
The Contract Sum will be adjusted by	$ 331,363.15
The new Contract Sum, including this Change Order will be	$ 51,420,256.43
The Contract Completion date prior to this Change Order was	29-Aug-24
The Contract Time will be adjusted by	124 Days
The new Contract Completion date, including this Change Order is therefore	31-Dec-24

NOTE: *Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.*

Recommended by:	***Accepted by:***	***Authorized by:***
PBK Architects, Inc.	**Davis Moreno Construction**	**Fresno Unified School District**
7790 N. Palm Avenue	4720 N. Blythe Avenue	4600 N. Brawley
Fresno, CA 93711	Fresno, CA 93722	Fresno, CA 93722
ARCHITECT/ENGINEER:	***CONTRACTOR:***	***OWNER:***
By: Michael Schoen	By: Stephen Davis	By: Alex Belanger | Asst. Sup.
Date: 12/23/2024	Date: 12/23/2024	Date: 1/02/25

Fresno Unified School District

CHANGE ORDER

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

Item 14-1

DESCRIPTION OF CHANGE:
Additional concrete form material for the slab on grade at Building 2000

REASON FOR CHANGE:
The District requested additional work at Building 1000. It was necessary to add the cost of additional form material for Building 2000 to keep the project on schedule.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
CCD 002, CCD 005, OTP 026, CCR 028

Amount of this Change Order Item:	**Increase**	**$**	**6,578.64**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 14-2

DESCRIPTION OF CHANGE:
Redesign of Health Office in Building 1000 to include additional framing and doors.

REASON FOR CHANGE:
District requested redesign of health office.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
CCD 15, OTP 173, CCR 066

Amount of this Change Order Item:	**Increase**	**$**	**5,152.23**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 14-3

DESCRIPTION OF CHANGE:
Provide metal closure panels at stairway stringers to close gap between stair stringer and wall at stair #2 and #3 in Building 1000.

REASON FOR CHANGE:
The gap between stair stringer and framed walls was substaintial and required a metal closure panel.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFI 393, OTP 183, CCR 183

Amount of this Change Order Item:	**Increase**	**$**	**7,141.81**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 14-4

DESCRIPTION OF CHANGE:
Add thresholds at interior doors in both Building 1000 and 2000.

REASON FOR CHANGE:
Thresholds at the interior doors in Buildings 1000 and 2000 were necessary due to the differing floor finishes.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP 179, CCR 166

Amount of this Change Order Item:	**Increase**	**$**	**13,357.48**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 14-5

DESCRIPTION OF CHANGE:
Add door sweeps to storefront in Building 2000

REASON FOR CHANGE:
District requested for door sweeps to be added to storefront doors.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
RFI 394, OTP 178, CCR 165

Amount of this Change Order Item:	**Increase**	**$**	**3,667.05**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 14-6

DESCRIPTION OF CHANGE:
Add an additional camera on the roof of Building 1000.

REASON FOR CHANGE:
District requested for (1) additional surveillance camera for a roof mounted transformer.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
SI 06, OTP 176, CCR 081

Amount of this Change Order Item:	**Increase**	**$**	**2,699.49**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 14-7

DESCRIPTION OF CHANGE:
Provide and install intrusion alarm door contacts in Building 1000.

REASON FOR CHANGE:
The project documents did not include the required and necessary intrusion alarm door contacts.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFI 335, OTP 151, CCR 139

Amount of this Change Order Item:	**Increase**	**$**	**7,805.39**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 14-8

DESCRIPTION OF CHANGE:
Apply backing rod and caulk with urethane sealant at the tube steel beams at overhang on north and south sides of Buildings 1000 and 2000.

REASON FOR CHANGE:
The project documents did not include sealing of steel penetrations at building exterior.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFI 340, OTP 174, CCR 109

Amount of this Change Order Item:	**Increase**	**$**	**11,151.20**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 14-9

DESCRIPTION OF CHANGE:
Remove and reinstall steel framing member at the exterior canopy in Building 1000

REASON FOR CHANGE:
Curtainwall could not be installed due to steel framing member for the exterior canopy being in close proximity. Steel framing member had to be cut, removed, relocated and reinstalled.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFI 259, OTP 129, CCR 114-R1

Amount of this Change Order Item:	**Increase**	**$**	**3,347.71**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Fresno Unified School District

CHANGE ORDER

Item 14-10

DESCRIPTION OF CHANGE:
Additional 25 pair copper wire for telephone connection from MDF to all IDF locations in Building 1000 and 2000.

REASON FOR CHANGE:
The project documents did not include the necessary and required telephone wiring for a full and complete system.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP 108, CCR 172

Amount of this Change Order Item:	**Increase $**	**14,437.73**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 14-11

DESCRIPTION OF CHANGE:
Added additional exterior lighting to garden area.

REASON FOR CHANGE:
District requested for additional lighting to be added to garden area.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Bulletin 47, OTP 101, CCR 105-R2

Amount of this Change Order Item:	**Increase $**	**47,912.92**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 14-12

DESCRIPTION OF CHANGE:
Haul off of excess soils from site.

REASON FOR CHANGE:
District requested for haul off of excess soil from site that were not incuded in the project documents. Soils from Farber South project were previously directed to be stockpiled at the Farber North site after the project documents were approved.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
OTP 175, CCR 029

Amount of this Change Order Item:	**Increase $**	**13,064.52**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 14-13

DESCRIPTION OF CHANGE:
Provide rated access door for access above the elevator equipment room.

REASON FOR CHANGE:
District requested for an access door to be added above the equipment room.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
OTP 177, CCR 146

Amount of this Change Order Item:	**Increase $**	**1,596.11**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 14-14

DESCRIPTION OF CHANGE:
Provide isolation valves at both building hydronic piping supply and return

REASON FOR CHANGE:
Project documents did not include isolation vavles for hydronic piping system.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFI 135, OTP 112, CCR 122-R1

Amount of this Change Order Item:	**Increase $**	**17,629.92**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 14-15

DESCRIPTION OF CHANGE:
Raise top of parapet to allow ducts to pass through wall.

REASON FOR CHANGE:
Project documents contained a confilct between the parapet, seismic joint, and mechanical systems requiring an adjustment to the parapet height.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFI 289, OTP 185, CCR 185-R1

Amount of this Change Order Item:	**Increase $**	**7,114.55**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 14-16

DESCRIPTION OF CHANGE:
Provide power to GFCI outlet at mechanical chiller yard.

REASON FOR CHANGE:
Project documents did not show connection to GFCI outlet.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFI 321, OTP 180, CCR 169

Amount of this Change Order Item:	**Increase $**	**1,141.57**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 14-17

DESCRIPTION OF CHANGE:
Reroute electrical service that feeds the new lift station from panel CYH to panel CYL

REASON FOR CHANGE:
Project documents did nothave the correct electrical panel call out that serves the new lift station.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFI 405, OTP 181, CCR 171-R1

Amount of this Change Order Item:	**Increase $**	**1,006.01**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 14-18

DESCRIPTION OF CHANGE:
Provide and install 66 stainless steel corner guards at Building 1000.

REASON FOR CHANGE:
District requested to install additional protection at the corridor corners.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
OTP 182, CCR 177

Amount of this Change Order Item:	**Increase $**	**18,416.74**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 14-19

DESCRIPTION OF CHANGE:
Modifications to ladder in elevator pit in Building 1000. Remove, shorten ladder, reinstall rung, modify mounts, primer and reinstall.
REASON FOR CHANGE:
Project documents did not address current elevator code requirements.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP 184, CCR 184

Amount of this Change Order Item:	**Increase**	**$**	**1,422.52**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 14-20

DESCRIPTION OF CHANGE:
Credit for early learning play structure and surfacing tile installation.

REASON FOR CHANGE:
District requested play equipment to be removed from scope.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
OTP 189, CCR 189

Amount of this Change Order Item:	**Increase**	**$**	**(25,164.40)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 14-21

DESCRIPTION OF CHANGE:
Provide miscellaneous metals and flashing and grouting at cross bracing at Building 1000.

REASON FOR CHANGE:
Roofing design did not address structural steel cross brace at East side of roof. Pitch pockets are required to be installed at cross brace to maintain roofing warranty.
CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFI 219, OTP 190, CCR 190

Amount of this Change Order Item:	**Increase**	**$**	**1,720.00**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 14-22

DESCRIPTION OF CHANGE:
Provide demolition of wall finishes to install keyless entry at Builing 2000.

REASON FOR CHANGE:
District requested install of keyless entry at Building 2000 required the demolition of existing wall finishes to allow for the install of the keyless entry components per Bulletin #27.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Bulletin 027, OTP 192, CCR 192

Amount of this Change Order Item:	**Increase $**	**1,052.20**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 14-23

DESCRIPTION OF CHANGE:
Provide framing to support the interal gutters and downspouts at Building 2000.

REASON FOR CHANGE:
Contract documents did not contain the necessary details for the framing support for the internal gutters and downspouts.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFI 195, OTP 191, CCR 191

Amount of this Change Order Item:	**Increase $**	**8,152.29**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 14-24

DESCRIPTION OF CHANGE:
Provide plywood backing/furring at all window and storefront locations.

REASON FOR CHANGE:
Contract documents called out for gypsum board backing at window and storefront locations. Plywood backing/furring is required for structural backing.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFI 11, RFI 234.1, OTP 193, CCR 193

Amount of this Change Order Item:	**Increase $**	**13,463.48**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 14-25

DESCRIPTION OF CHANGE:
Provide infill caps at cross bracing and mechanical units in Building 1000

REASON FOR CHANGE:
Infill panels were necessary to restrict access behind mechanical units and structural bracing.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFI 406-R1, OTP 186, CCR 186

Amount of this Change Order Item:	**Increase $**	**4,609.62**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 14-26

DESCRIPTION OF CHANGE:
Sawcut existing concrete and provide utilities for new drinking fountain at play area.

REASON FOR CHANGE:
District requested drinking fountain to be added to play area at a later time.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Bulletin 50, OTP 188, CCR 188

Amount of this Change Order Item:	**Increase $**	**78,578.39**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 14-27

DESCRIPTION OF CHANGE:
Remove chain link fencing section of trash enclosure and replace with CMU and new man gate.

REASON FOR CHANGE:
Project documents included a chain link fence section on the West side of the trash enclosure. The District requested this to be replaced with CMU to avoid over spray from the can wash station and to provide better security for the trash enclosure.

CHANGE CATEGORY:
District Requested Change.

DOCUMENT REFERENCE:
Bulletin 028, OTP 150, CCR 123-R1

Amount of this Change Order Item:	**Increase $**	**31,568.87**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 14-28

DESCRIPTION OF CHANGE:
Added additional window shades to rooms in Building 1000.

REASON FOR CHANGE:
District requested window shades be added to non-classroom spaces in Building 1000.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
Submittal 011, OTP 194, CCR 133

Amount of this Change Order Item:	**Increase $**	**10,072.46**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 14-29

DESCRIPTION OF CHANGE:
Repaint walls due to ceiling height change in Building 1000.

REASON FOR CHANGE:
Contract documents included between the ceiling height and the adjacent windows that required the ceiling heights to be changed then requiring the walls to be retextured and repainted.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFI 366, OTP 195, CCR 195

Amount of this Change Order Item:	**Increase $**	**1,404.50**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 14-30

DESCRIPTION OF CHANGE:
Provide fire rated plywood at seismic joints in both Building 1000 and 2000

REASON FOR CHANGE:
Contract Documents did not provide a location for fire rated plywod to be installed at seismic joints.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFI 165, OTP 196, CCR 196

Amount of this Change Order Item:	**Increase $**	**2,960.20**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 14-31

DESCRIPTION OF CHANGE:
Modify (29) doorsfor louver installation. Including removal of doors, prep for lover installation and reinstall doors.

REASON FOR CHANGE:
Contract documents did not show the installation of door louvers for bathroom doors.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP 187, CCR 187

Amount of this Change Order Item:	**Increase**	**$ 18,301.95**
Time adjustment by this Change Order Item:	**Increase**	

Item 14-32

DESCRIPTION OF CHANGE:
Add one hundred and twenty four (124) calendar days to Contract duration. FUSD and Contractor each acknowledge and agree that the Contract remians in full force and effect and nothing in this Change Order shall constitute a waiver by FUSD of any or all right it has under the Contractor or applicable law. No compensation is due to Contractor for additional days identified in this Change Order.

REASON FOR CHANGE:
Contract time extension to accommodate minor project close-out activities.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item:	**Increase**	
Time adjustment by this Change Order Item:	**Increase**	124 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$ 331,363.15**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**124 Days**

***** End of CHANGE ORDER *****

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: *Francine and Murray Farber Ed. Campus*

DSA #: 02-118895

BID #: 22 - 21

Date: 12/09/24

Contractor: Davis Moreno

Architect: PBK Architects

Change Order: # 014

Contract Summary:

Bid Award Amount(s)		
Base Bid:	$ 47,000,000.00	$ 47,000,000.00
		$ -
Additive Alternate 1:	$ 103,299.00	$ 103,299.00
Additive Alternate 2:	$ 721,593.00	$ 721,593.00
Additive Alternate 3:	$ 22,376.00	$ 22,376.00
Additive Alternate 4:		$ -
Total Agreement Amount:		**$ 47,847,268.00**

Contract Adjustments:

Total Contract Amount $ 47,847,268.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total		
CO # 001	$ 3,189.64		$ -		$ 5,477.09		$ 13,449.21				$ 22,115.94		
CO # 002	$ 1,836.15		$ 7,966.96		$ -		$ 117,293.39		$ -		$ 127,096.50		
CO # 003	$ 63,617.04		$ -		$ -		$ 32,718.73		$ 33,673.66		$ 130,009.43		
CO # 004	$ 96,114.69		$ 19,715.09		$ -		$ 17,551.54		$ 406,708.12		$ 540,089.44		
CO # 005	$ 19,076.54		$ -		$ -		$ 200,745.72		$ -		$ 219,822.26		
CO # 006	$ 35,590.18		$ -		$ 28,431.56		$ 226,114.03		$ -		$ 290,135.77		
CO #007	$ 75,146.35		$ -		$ -		$ 302,237.26		$ -		$ 377,383.61		
CO #008	$ 13,317.71		$ 2,359.56		$ 381.76		$ 302,117.32		$ -		$ 318,176.35		
CO #009	$ 247,575.17		$ 113,743.93		$ -		$ 35,815.42		$ 18,209.20		$ 415,343.72		
CO #010	$ -		$ 152,235.08		$ -		$ 32,628.92		$ -		$ 184,864.00		
CO #011	$ 46,792.50		$ -		$ 5,727.88		$ 15,615.05		$ 2,071.78		$ 70,207.21		
CO #012	$ 157,384.02		$ 5,980.49		$ 28,785.56		$ 143,781.65		$ -		$ 335,931.72		
CO #013	$ 186,952.39		$ 8,411.79		$ -		$ 15,085.15		$ -		$ 210,449.33		
CO #014	$ 185,122.76		$ -		$ -		$ 146,240.39		$ -		$ 331,363.15		
Totals:	$ 1,131,715.14	2%	$ 310,412.90	1%	$ 68,803.85	0%	$ 1,601,393.78	3%	$ 460,662.76	0.5%	$ 3,572,988.43	$ 3,572,988.43	7.5%
Total Contract Amount with Adjustments												**$ 51,420,256.43**	

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
FUSD Multi_Site HVAC D/B & Replacement Project (ESSER PH. III)

CHANGE ORDER No. :	**001**
DSA File No. :	10-48
Application No. :	Ref. Back-up

CONTRACTOR :
New England Sheet Metal
2731 S Cherry Ave
Fresno, CA 93706

DESIGNER'S PROJECT No. :	1232
FUSD BID/CONTRACT No. :	23-12
CONTRACTOR P.O. No. :	778131

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

The original Contract Sum was	$24,016,636.00
Net change by previously authorized Change Orders	$ -
The Contract Sum prior to this Change Order was	$ 24,016,636.00
The Contract Sum will be adjusted by	$ (2,826,671.11)
The new Contract Sum, including this Change Order will be	$ 21,189,964.89
The Contract Completion date prior to this Change Order was	31-Aug-24
The Contract Time will be adjusted by	0 Days
The new Contract Completion date, including this Change Order is therefore	31-Aug-24

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:

NET POSITIVE
5 River Park PL E STE 303
Fresno, CA, 93720
ARCHITECT/ENGINEER:

Hannah Brigdon

By: Hannah Brigdon PE

Date: 09/20/2024

Accepted by:

NEW ENGLAND SHEET METAL
2731 S Cherry Ave
Fresno, CA 93706
CONTRACTOR:

By: Joshua Wilkinson

Date: September 18, 2024

Authorized by:

Fresno Unified School District
4600 N. Brawley Ave.
Fresno CA 93722
OWNER:

By: Alex Belanger

Date: 9/25/2024

Change Order Summary
Page 1 of 1

Fresno Unified School District

CHANGE ORDER

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

Item 1-01 **(M13) Addams ES- ESSER III Multi-Site DB HVAC Replacement (GMP Remaining):**

DESCRIPTION OF CHANGE:

The awarded contract amount included a $2,557,593.00 Guaranteed Maximum Price (GMP) for This Project. The Guaranteed Maximum Price (GMP) was established by the Fresno Unified School District for this projects Unit Ventilators, Heat Pumps, EMS, and Plant Upgrades. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:

Upon completion of this project a Balance of $443,571.07 was unused. The remaining (GMP) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Contractor PCO No.: 013

Amount of this Change Order Item:	**Decrease**	**$**	**(443,571.07)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-02 **(M13) Addams ES- ESSER III Multi-Site DB HVAC Replacement (Contractor Contingency):**

DESCRIPTION OF CHANGE:

The awarded contract amount included a $166,447.00 Contractor Contingency for use during construction. The Contractor Contingency was established by the Fresno Unified School District to Cover costs for any unknown or unforeseen items encountered during construction. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:

Upon completion of this project a Balance of $160,547.00 was unused. The remaining (Contractor Contingency) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Contractor PCO No.: 013

Amount of this Change Order Item:	**Decrease**	**$**	**(160,547.00)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-03 **(M13) Addams ES- ESSER III Multi-Site DB HVAC Replacement (Builder's Risk Insurance):**

DESCRIPTION OF CHANGE:

The awarded contract amount included a $24,319.00 Builder's Risk Insurance Budget for use during construction. The Builder's Risk Insurance Budget was established by the Fresno Unified School District to Cover costs during construction. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:

Upon completion of this project a Balance of $9,322.00 was unused. The remaining (Builder's Risk Insurance Budget) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Contractor PCO No.: 013

Amount of this Change Order Item:	**Decrease**	**$**	**(9,322.00)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-04 **(M13) Addams ES- ESSER III Multi-Site DB HVAC Replacement (Architectural Allowance):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $29,034.00 Architectural Allowance Budget for use during construction. The Architectural Allowance Budget was established by the Fresno Unified School District to Cover costs during construction for Finishes. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $29,034.00 was unused. The remaining (Architectural Allowance) balance will be credited back to the owner through this Change Order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 013

Amount of this Change Order Item:	**Decrease $**	**(29,034.00)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-05 **(M14) Anthony ES- ESSER III Multi-Site DB HVAC Replacement (GMP Remaining):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $2,230,487.00 Guaranteed Maximum Price (GMP) for This Project. The Guaranteed Maximum Price (GMP) was established by the Fresno Unified School District for this projects Unit Ventilators, Heat Pumps, EMS, and Plant Upgrades. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $144,468.14 was unused. The remaining (GMP) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 013

Amount of this Change Order Item:	**Decrease $**	**(144,468.14)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-06 **(M14) Anthony ES- ESSER III Multi-Site DB HVAC Replacement (Contractor Contingency):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $142,619.00 Contractor Contingency for use during construction. The Contractor Contingency was established by the Fresno Unified School District to Cover costs for any unknown or unforeseen items encountered during construction. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $128,774.15 was unused. The remaining (Contractor Contingency) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 013

Amount of this Change Order Item:	**Decrease $**	**(128,774.15)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 1-07 **(M14) Anthony ES- ESSER III Multi-Site DB HVAC Replacement (Builder's Risk Insurance):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $21,162.00 Builder's Risk Insurance Budget for use during construction. The Builder's Risk Insurance Budget was established by the Fresno Unified School District to Cover costs during construction. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $8,288.00 was unused. The remaining (Builder's Risk Insurance Budget) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 013

Amount of this Change Order Item:	**Decrease $**	**(8,288.00)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-08 **(M14) Anthony ES- ESSER III Multi-Site DB HVAC Replacement (Architectural Allowance):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $28,456.00 Architectural Allowance Budget for use during construction. The Architectural Allowance Budget was established by the Fresno Unified School District to Cover costs during construction for Finishes. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $28,456.00 was unused. The remaining (Architectural Allowance) balance will be credited back to the owner through this Change Order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 013

Amount of this Change Order Item:	**Decrease $**	**(28,456.00)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-09 **(M15) Balderas ES- ESSER III Multi-Site DB HVAC Replacement (GMP Remaining):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $2,195,414.00 Guaranteed Maximum Price (GMP) for This Project. The Guaranteed Maximum Price (GMP) was established by the Fresno Unified School District for this projects Unit Ventilators, Heat Pumps, EMS, and Plant Upgrades. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $68,995.91 was unused. The remaining (GMP) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 013

Amount of this Change Order Item:	**Decrease $**	**(68,995.91)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-10 **(M1S) Balderas ES- ESSER III Multi-Site DB HVAC Replacement (Contractor Contingency):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $140,500.00 Contractor Contingency for use during construction. The Contractor Contingency was established by the Fresno Unified School District to Cover costs for any unknown or unforeseen items encountered during construction. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $133,846.00 was unused. The remaining (Contractor Contingency) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 013

Amount of this Change Order Item:	**Decrease $**	**(133,846.00)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-11 **(M1S) Balderas ES- ESSER III Multi-Site DB HVAC Replacement (Builder's Risk Insurance):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $20,913.00 Builder's Risk Insurance Budget for use during construction. The Builder's Risk Insurance Budget was established by the Fresno Unified School District to Cover costs during construction. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $8,268.00 was unused. The remaining (Builder's Risk Insurance Budget) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 013

Amount of this Change Order Item:	**Decrease $**	**(8,268.00)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-12 **(M1S) Balderas ES- ESSER III Multi-Site DB HVAC Replacement (Architectural Allowance):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $22,410.00 Architectural Allowance Budget for use during construction. The Architectural Allowance Budget was established by the Fresno Unified School District to Cover costs during construction for Finishes. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $22,410.20 was unused. The remaining (Architectural Allowance) balance will be credited back to the owner through this Change Order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 013

Amount of this Change Order Item:	**Decrease $**	**(22,410.00)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-13 **(M16) Computech MS- ESSER III Multi-Site DB HVAC Replacement (GMP Remaining):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $2,255,039.00 Guaranteed Maximum Price (GMP) for This Project. The Guaranteed Maximum Price (GMP) was established by the Fresno Unified School District for this projects Unit Ventilators, Heat Pumps, EMS, and Plant Upgrades. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $62,300.43 was unused. The remaining (GMP) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 013

Amount of this Change Order Item:	**Decrease**	**$**	**(62,300.43)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-14 **((M16) Computech MS- ESSER III Multi-Site DB HVAC Replacement (Contractor Contingency):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $144,400.00 Contractor Contingency for use during construction. The Contractor Contingency was established by the Fresno Unified School District to Cover costs for any unknown or unforeseen items encountered during construction. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $25,099.00 was unused. The remaining (Contractor Contingency) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 013

Amount of this Change Order Item:	**Decrease**	**$**	**(25,099.00)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-15 **(M16) Computech MS- ESSER III Multi-Site DB HVAC Replacement (Builder's Risk Insurance):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $21,398.00 Builder's Risk Insurance Budget for use during construction. The Builder's Risk Insurance Budget was established by the Fresno Unified School District to Cover costs during construction. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $8,365.00 was unused. The remaining (Builder's Risk Insurance Budget) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 013

Amount of this Change Order Item:	**Decrease**	**$**	**(8,365.00)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-16 **(M16) Computech MS- ESSER III Multi-Site DB HVAC Replacement (Architectural Allowance):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $28,596.00 Architectural Allowance Budget for use during construction. The Architectural Allowance Budget was established by the Fresno Unified School District to Cover costs during construction for Finishes. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $28,596.00 was unused. The remaining (Architectural Allowance) balance will be credited back to the owner through this Change Order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 013

Amount of this Change Order Item:	**Decrease**	**$**	**(28,596.00)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-17 **(M17) Cooper MS- ESSER III Multi-Site DB HVAC Replacement (GMP Remaining):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $2,025,849.00 Guaranteed Maximum Price (GMP) for This Project. The Guaranteed Maximum Price (GMP) was established by the Fresno Unified School District for this projects Unit Ventilators, Heat Pumps, EMS, and Plant Upgrades. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $28,811.81 was unused. The remaining (GMP) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 013

Amount of this Change Order Item:	**Decrease**	**$**	**(28,811.81)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-18 **(M17) Cooper MS- ESSER III Multi-Site DB HVAC Replacement (Contractor Contingency):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $128,222.00 Contractor Contingency for use during construction. The Contractor Contingency was established by the Fresno Unified School District to Cover costs for any unknown or unforeseen items encountered during construction. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $120,942.00 was unused. The remaining (Contractor Contingency) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 013

Amount of this Change Order Item:	**Decrease**	**$**	**(120,942.00)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-19 **(M17) Cooper MS- ESSER III Multi-Site DB HVAC Replacement (Builder's Risk Insurance):**

DESCRIPTION OF CHANGE:

The awarded contract amount included a $19,291.00 Builder's Risk Insurance Budget for use during construction. The Builder's Risk Insurance Budget was established by the Fresno Unified School District to Cover costs during construction. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:

Upon completion of this project a Balance of $7,746.00 was unused. The remaining (Builder's Risk Insurance Budget) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Contractor PCO No.: 013

Amount of this Change Order Item:	**Decrease**	**$**	**(7,746.00)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-20 **(M17) Cooper MS- ESSER III Multi-Site DB HVAC Replacement (Architectural Allowance):**

DESCRIPTION OF CHANGE:

The awarded contract amount included a $21,105.00 Architectural Allowance Budget for use during construction. The Architectural Allowance Budget was established by the Fresno Unified School District to Cover costs during construction for Finishes. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:

Upon completion of this project a Balance of $21,105.00 was unused. The remaining (Architectural Allowance) balance will be credited back to the owner through this Change Order 01.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Contractor PCO No.: 013

Amount of this Change Order Item:	**Decrease**	**$**	**(21,105.00)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-21 **(M18) Fort Miller MS- ESSER III Multi-Site DB HVAC Replacement (GMP Remaining):**

DESCRIPTION OF CHANGE:

The awarded contract amount included a $2,356,203.00 Guaranteed Maximum Price (GMP) for This Project. The Guaranteed Maximum Price (GMP) was established by the Fresno Unified School District for this projects Unit Ventilators, Heat Pumps, EMS, and Plant Upgrades. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:

Upon completion of this project a Balance of $30,065.38 was unused. The remaining (GMP) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Contractor PCO No.: 013

Amount of this Change Order Item:	**Decrease**	**$**	**(30,065.38)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-22 **(M18) Fort Miller MS- ESSER III Multi-Site DB HVAC Replacement (Contractor Contingency):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $151,996.00 Contractor Contingency for use during construction. The Contractor Contingency was established by the Fresno Unified School District to Cover costs for any unknown or unforeseen items encountered during construction. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $64,252.00 was unused. The remaining (Contractor Contingency) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 013

Amount of this Change Order Item:	**Decrease $**	**(64,252.00)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-23 **(M18) Fort Miller MS- ESSER III Multi-Site DB HVAC Replacement (Builder's Risk Insurance):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $22,420.00 Builder's Risk Insurance Budget for use during construction. The Builder's Risk Insurance Budget was established by the Fresno Unified School District to Cover costs during construction. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $8,730.00 was unused. The remaining (Builder's Risk Insurance Budget) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 013

Amount of this Change Order Item:	**Decrease $**	**(8,730.00)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-24 **(M18) Fort Miller MS- ESSER III Multi-Site DB HVAC Replacement (Architectural Allowance):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $25,676.00 Architectural Allowance Budget for use during construction. The Architectural Allowance Budget was established by the Fresno Unified School District to Cover costs during construction for Finishes. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $25,676.00 was unused. The remaining (Architectural Allowance) balance will be credited back to the owner through this Change Order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 013

Amount of this Change Order Item:	**Decrease $**	**(25,676.00)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item **1-25** **(M19) Greenberg ES- ESSER III Multi-Site DB HVAC Replacement (GMP Remaining):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $2,094,954.00 Guaranteed Maximum Price (GMP) for This Project. The Guaranteed Maximum Price (GMP) was established by the Fresno Unified School District for this projects Unit Ventilators, Heat Pumps, EMS, and Plant Upgrades. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $127,090.00 was unused. The remaining (GMP) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 013

Amount of this Change Order Item:	**Decrease $**	**(127,090.00)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item **1-26** **(M19) Greenberg ES- ESSER III Multi-Site DB HVAC Replacement (Contractor Contingency):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $132,674.00 Contractor Contingency for use during construction. The Contractor Contingency was established by the Fresno Unified School District to Cover costs for any unknown or unforeseen items encountered during construction. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $128,280.00 was unused. The remaining (Contractor Contingency) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 013

Amount of this Change Order Item:	**Decrease $**	**(128,280.00)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item **1-27** **(M19) Greenberg ES- ESSER III Multi-Site DB HVAC Replacement (Builder's Risk Insurance):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $19,840.00 Builder's Risk Insurance Budget for use during construction. The Builder's Risk Insurance Budget was established by the Fresno Unified School District to Cover costs during construction. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $7,846.00 was unused. The remaining (Builder's Risk Insurance Budget) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 013

Amount of this Change Order Item:	**Decrease $**	**(7,846.00)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-28 **(M19) Greenberg ES- ESSER III Multi-Site DB HVAC Replacement (Architectural Allowance):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $29,200.00 Architectural Allowance Budget for use during construction. The Architectural Allowance Budget was established by the Fresno Unified School District to Cover costs during construction for Finishes. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $29,200.00 was unused. The remaining (Architectural Allowance) balance will be credited back to the owner through this Change Order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 013

Amount of this Change Order Item:	**Decrease**	**$**	**(29,200.00)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-29 **(M20) Homan ES- ESSER III Multi-Site DB HVAC Replacement (GMP Remaining):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $2,168,969.00 Guaranteed Maximum Price (GMP) for This Project. The Guaranteed Maximum Price (GMP) was established by the Fresno Unified School District for this projects Unit Ventilators, Heat Pumps, EMS, and Plant Upgrades. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $47,035.49 was unused. The remaining (GMP) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 013

Amount of this Change Order Item:	**Decrease**	**$**	**(47,035.49)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-30 **(M20) Homan ES- ESSER III Multi-Site DB HVAC Replacement (Contractor Contingency):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $138,282.00 Contractor Contingency for use during construction. The Contractor Contingency was established by the Fresno Unified School District to Cover costs for any unknown or unforeseen items encountered during construction. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $133,260.00 was unused. The remaining (Contractor Contingency) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 013

Amount of this Change Order Item:	**Decrease**	**$**	**(133,260.00)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-31 **(M20) Homan ES- ESSER III Multi-Site DB HVAC Replacement (Builder's Risk Insurance):**

DESCRIPTION OF CHANGE:

The awarded contract amount included a $20,598.00 Builder's Risk Insurance Budget for use during construction. The Builder's Risk Insurance Budget was established by the Fresno Unified School District to Cover costs during construction. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:

Upon completion of this project a Balance of $8,124.00 was unused. The remaining (Builder's Risk Insurance Budget) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Contractor PCO No.: 013

Amount of this Change Order Item:	**Decrease**	**$**	**(8,124.00)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-32 **(M20) Homan ES- ESSER III Multi-Site DB HVAC Replacement (Architectural Allowance):**

DESCRIPTION OF CHANGE:

The awarded contract amount included a $26,360.00 Architectural Allowance Budget for use during construction. The Architectural Allowance Budget was established by the Fresno Unified School District to Cover costs during construction for Finishes. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:

Upon completion of this project a Balance of $26,360.00 was unused. The remaining (Architectural Allowance) balance will be credited back to the owner through this Change Order 01.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Contractor PCO No.: 013

Amount of this Change Order Item:	**Decrease**	**$**	**(26,360.00)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-33 **(M22) Kings Canyon MS- ESSER III Multi-Site DB HVAC Replacement (GMP Remaining):**

DESCRIPTION OF CHANGE:

The awarded contract amount included a $2,115,459.00 Guaranteed Maximum Price (GMP) for This Project. The Guaranteed Maximum Price (GMP) was established by the Fresno Unified School District for this projects Unit Ventilators, Heat Pumps, EMS, and Plant Upgrades. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:

Upon completion of this project a Balance of $164,518.00 was unused. The remaining (GMP) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Contractor PCO No.: 013

Amount of this Change Order Item:	**Decrease**	**$**	**(164,518.00)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-34 **(M22) Kings Canyon MS- ESSER III Multi-Site DB HVAC Replacement (Contractor Contingency):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $134,333.00 Contractor Contingency for use during construction. The Contractor Contingency was established by the Fresno Unified School District to Cover costs for any unknown or unforeseen items encountered during construction. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $125,168.00 was unused. The remaining (Contractor Contingency) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 013

Amount of this Change Order Item:	**Decrease $**	**(125,168.00)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-35 **(M22) Kings Canyon MS- ESSER III Multi-Site DB HVAC Replacement (Builder's Risk Insurance):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $20,071.00 Builder's Risk Insurance Budget for use during construction. The Builder's Risk Insurance Budget was established by the Fresno Unified School District to Cover costs during construction. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $7,944.00 was unused. The remaining (Builder's Risk Insurance Budget) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 013

Amount of this Change Order Item:	**Decrease $**	**(7,944.00)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-36 **(M22) Kings Canyon MS- ESSER III Multi-Site DB HVAC Replacement (Architectural Allowance):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $26,975.00 Architectural Allowance Budget for use during construction. The Architectural Allowance Budget was established by the Fresno Unified School District to Cover costs during construction for Finishes. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $26,975.00 was unused. The remaining (Architectural Allowance) balance will be credited back to the owner through this Change Order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 013

Amount of this Change Order Item:	**Decrease $**	**(26,975.00)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 1-37 **(M25) Scandinavian MS- ESSER III Multi-Site DB HVAC Replacement (GMP Remaining):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $2,115,381.00 Guaranteed Maximum Price (GMP) for This Project. The Guaranteed Maximum Price (GMP) was established by the Fresno Unified School District for this projects Unit Ventilators, Heat Pumps, EMS, and Plant Upgrades. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $32,266.73 was unused. The remaining (GMP) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 013

Amount of this Change Order Item:	**Decrease**	**$**	**(32,266.73)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-38 **(M25) Scandinavian MS- ESSER III Multi-Site DB HVAC Replacement (Contractor Contingency):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $137,376.00 Contractor Contingency for use during construction. The Contractor Contingency was established by the Fresno Unified School District to Cover costs for any unknown or unforeseen items encountered during construction. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $116,870.00 was unused. The remaining (Contractor Contingency) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 013

Amount of this Change Order Item:	**Decrease**	**$**	**(116,870.00)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-39 **(M25) Scandinavian MS- ESSER III Multi-Site DB HVAC Replacement (Builder's Risk Insurance):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $20,484.00 Builder's Risk Insurance Budget for use during construction. The Builder's Risk Insurance Budget was established by the Fresno Unified School District to Cover costs during construction. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $8,088.00 was unused. The remaining (Builder's Risk Insurance Budget) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 013

Amount of this Change Order Item:	**Decrease**	**$**	**(8,088.00)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-40 **(M25) Scandinavian MS- ESSER III Multi-Site DB HVAC Replacement (Architectural Allowance):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $25,187.00 Architectural Allowance Budget for use during construction. The Architectural Allowance Budget was established by the Fresno Unified School District to Cover costs during construction for Finishes. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $28,187.00 was unused. The remaining (Architectural Allowance) balance will be credited back to the owner through this Change Order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 013

Amount of this Change Order Item:	**Decrease $**	**(25,187.00)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-41 **(M28) Webster ES- ESSER III Multi-Site DB HVAC Replacement (GMP Remaining):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $1,861,288.00Guaranteed Maximum Price (GMP) for This Project. The Guaranteed Maximum Price (GMP) was established by the Fresno Unified School District for this projects Unit Ventilators, Heat Pumps, EMS, and Plant Upgrades. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $57,288.00 was unused. The remaining (GMP) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 013

Amount of this Change Order Item:	**Decrease $**	**(57,288.00)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-42 **(M28) Webster ES- ESSER III Multi-Site DB HVAC Replacement (Contractor Contingency):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $116,282.00 Contractor Contingency for use during construction. The Contractor Contingency was established by the Fresno Unified School District to Cover costs for any unknown or unforeseen items encountered during construction. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $110,130.00 was unused. The remaining (Contractor Contingency) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 013

Amount of this Change Order Item:	**Decrease $**	**(110,130.00)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 1-42 **(M28) Webster ES- ESSER III Multi-Site DB HVAC Replacement (Builder's Risk Insurance):**

DESCRIPTION OF CHANGE:

The awarded contract amount included a $17,625.00 Builder's Risk Insurance Budget for use during construction. The Builder's Risk Insurance Budget was established by the Fresno Unified School District to Cover costs during construction. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:

Upon completion of this project a Balance of $7,138.00 was unused. The remaining (Builder's Risk Insurance Budget) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Contractor PCO No.: 013

Amount of this Change Order Item:	**Decrease**	**$**	**(7,138.00)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-43 **(M28) Webster ES- ESSER III Multi-Site DB HVAC Replacement (Architectural Allowance):**

DESCRIPTION OF CHANGE:

The awarded contract amount included a $20,234.00 Architectural Allowance Budget for use during construction. The Architectural Allowance Budget was established by the Fresno Unified School District to Cover costs during construction for Finishes. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:

Upon completion of this project a Balance of $20,234.00 was unused. The remaining (Architectural Allowance) balance will be credited back to the owner through this Change Order 01.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Contractor PCO No.: 013

Amount of this Change Order Item:	**Decrease**	**$**	**(20,234.00)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**DECREASE**	**$**	**(2,826,671.11)**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**0 Days**	

*** End of CHANGE ORDER ***

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name:	Multi Site HVAC D/B & Replacement Project(ESSER PH.111)	**Date:**	12/10/24
PO:	*778131*	**Contractor:**	New England Sheet Me
DSA #:	Multiple	**Architect:**	TAM/New Englan
BID #:	n/a	**Change Order:**	1

Contract Summary:

Bid Award Amount(s)		
Base Bid:		$ 24,016,636.00
Additive Alternate 1:	N/A	$ -
Additive Alternate 2:	N/A	$ -
Additive Alternate 3:	N/A	$ -
Additive Alternate 4:	N/A	$ -
Total Agreement Amount:		$ 24,016,636.00

Contract Adjustments:

Total Contract Amount													$ 24,016,636.00	
Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total			
Phase 3 Unused GMP					$ (2,826,671.11)									
	$ -		$ -				$ -		$ -		$ -			
Totals:	$ -	0.0%	$ -	0.0%	$ **(2,826,671.11)**	-11.8%	$ -	0.0%	$ -	0.0%	$ -		$ **(2,826,671.11)**	-11.8%
Total Contract Amount with Adjustments													$ **21,189,964.89**	

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
FUSD Multi_Site HVAC D/B & Replacement Project (ESSER PH. III)

CHANGE ORDER No. :	**002**
DSA File No. :	10-48
Application No. :	Ref. Back-up

CONTRACTOR :
New England Sheet Metal
2731 S Cherry Ave
Fresno, CA 93706

DESIGNER'S PROJECT No. :	1232
FUSD BID/CONTRACT No. :	23-12
CONTRACTOR P.O. No. :	778131

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

The original Contract Sum was	$24,016,636.00
Net change by previously authorized Change Orders	$ (2,826,671.11)
The Contract Sum prior to this Change Order was	$ 21,189,964.89
The Contract Sum will be adjusted by	$ (166,906.83)
The new Contract Sum, including this Change Order will be	$ 21,023,058.06
The Contract Completion date prior to this Change Order was	31-Aug-24
The Contract Time will be adjusted by	0 Days
The new Contract Completion date, including this Change Order is therefore	31-Aug-24

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:

NET POSITIVE
5 River Park PL E STE 303
Fresno, CA, 93720
ARCHITECT/ENGINEER:

Hannah Brigdon

By: Hannah Brigdon PE

Date: 1/7/2025

Accepted by:

NEW ENGLAND SHEET METAL
2731 S Cherry Ave
Fresno, CA 93706
CONTRACTOR:

Digitally signed by Joshua R. Wilkinson, MSCM
Location: Fresno, CA
Date: 2025.01.06 13:14:10-08'00'

By: Joshua Wilkinson

Date: January 6, 2025

Authorized by:

Fresno Unified School District
4600 N. Brawley Ave.
Fresno CA 93722
OWNER:

By: Alex Belanger

Date: 1/07/2025

Fresno Unified School District

CHANGE ORDER

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

Item 2-01 **(M13) Addams ES- ESSER III Multi-Site DB HVAC Replacement (DSA Fee Allowance Credit):**

DESCRIPTION OF CHANGE:
The awarded Contract Cost Amount included a **$33,264.00** DSA Fee Allowance. Per the Contract Documents, all unused DSA Fee Allowance amount is to be formally credited back to the District through a Change Order. The total cost of **$18,094.63** associated with all DSA Fees was funded out of this DSA Fee Allowance.

REASON FOR CHANGE:
Of the DSA Fee Allowance of **$33,264.00** established by the Fresno Unified School District, **$18,094.63** was utilized per the above. All Contract Work is now completed, and the unused DSA Fee Allowance balance of **$15,169.37** is being credited to the Contract Amount via this final Change Order No. 2.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 015

Amount of this Change Order Item:	Decrease $	(15,169.37)
Time adjustment by this Change Order Item:	Increase	0 Days

Item 2-02 **(M14) Anthony ES- ESSER III Multi-Site DB HVAC Replacement (DSA Fee Allowance Credit):**

DESCRIPTION OF CHANGE:
The awarded Contract Cost Amount included a **$33,264.00** DSA Fee Allowance. Per the Contract Documents, all unused DSA Fee Allowance amount is to be formally credited back to the District through a Change Order. The total cost of **$17,312.69** associated with all DSA Fees was funded out of this DSA Fee Allowance.

REASON FOR CHANGE:
Of the DSA Fee Allowance of **$33,264.00** established by the Fresno Unified School District, **$17,312.69** was utilized per the above. All Contract Work is now completed, and the unused DSA Fee Allowance balance of **$15,951.31** is being credited to the Contract Amount via this final Change Order No. 2.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 015

Amount of this Change Order Item:	Decrease $	(15,951.31)
Time adjustment by this Change Order Item:	Increase	0 Days

Item 2-03 **(M15) Balderas ES- ESSER III Multi-Site DB HVAC Replacement (DSA Fee Allowance Credit):**

DESCRIPTION OF CHANGE:
The awarded Contract Cost Amount included a **$33,264.00** DSA Fee Allowance. Per the Contract Documents, all unused DSA Fee Allowance amount is to be formally credited back to the District through a Change Order. The total cost of **$16,449.81** associated with all DSA Fees was funded out of this DSA Fee Allowance.

REASON FOR CHANGE:
Of the DSA Fee Allowance of **$33,264.00** established by the Fresno Unified School District, **$16,449.81** was utilized per the above. All Contract Work is now completed, and the unused DSA Fee Allowance balance of **$16,814.19** is being credited to the Contract Amount via this final Change Order No. 2.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 015

Amount of this Change Order Item:	Decrease $	(16,814.19)
Time adjustment by this Change Order Item:	Increase	0 Days

Item 2-04 **(M16) Computech MS- ESSER III Multi-Site DB HVAC Replacement (DSA Fee Allowance Credit):**

DESCRIPTION OF CHANGE:
The awarded Contract Cost Amount included a **$33,264.00** DSA Fee Allowance. Per the Contract Documents, all unused DSA Fee Allowance amount is to be formally credited back to the District through a Change Order. The total cost of **$20,723.20** associated with all DSA Fees was funded out of this DSA Fee Allowance.

REASON FOR CHANGE:
Of the DSA Fee Allowance of **$33,264.00** established by the Fresno Unified School District, **$20,723.20**was utilized per the above. All Contract Work is now completed, and the unused DSA Fee Allowance balance of **$12,540.80** is being credited to the Contract Amount via this final Change Order No. 2.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 015

Amount of this Change Order Item:	Decrease $	(12,540.80)
Time adjustment by this Change Order Item:	Increase	0 Days

Item 2-05 **(M17) Cooper MS- ESSER III Multi-Site DB HVAC Replacement (DSA Fee Allowance Credit):**

DESCRIPTION OF CHANGE:
The awarded Contract Cost Amount included a **$33,264.00** DSA Fee Allowance. Per the Contract Documents, all unused DSA Fee Allowance amount is to be formally credited back to the District through a Change Order. The total cost of **$17,748.36** associated with all DSA Fees was funded out of this DSA Fee Allowance.

REASON FOR CHANGE:
Of the DSA Fee Allowance of **$33,264.00** established by the Fresno Unified School District, **$17,748.36** was utilized per the above. All Contract Work is now completed, and the unused DSA Fee Allowance balance of **$15,515.64** is being credited to the Contract Amount via this final Change Order No. 2.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 015

Amount of this Change Order Item:	Decrease $	(15,515.64)
Time adjustment by this Change Order Item:	Increase	0 Days

Item 2-06 **(M18) Fort Miller MS- ESSER III Multi-Site DB HVAC Replacement (DSA Fee Allowance Credit):**

DESCRIPTION OF CHANGE:
The awarded Contract Cost Amount included a **$33,264.00** DSA Fee Allowance. Per the Contract Documents, all unused DSA Fee Allowance amount is to be formally credited back to the District through a Change Order. The total cost of **$23,081.02** associated with all DSA Fees was funded out of this DSA Fee Allowance.

REASON FOR CHANGE:
Of the DSA Fee Allowance of **$33,264.00** established by the Fresno Unified School District, **$23,081.02** was utilized per the above. All Contract Work is now completed, and the unused DSA Fee Allowance balance of **$10,182.98** is being credited to the Contract Amount via this final Change Order No. 2.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 015

Amount of this Change Order Item:	Decrease $	(10,182.98)
Time adjustment by this Change Order Item:	Increase	0 Days

Fresno Unified School District

CHANGE ORDER

Item 2-07 **(M19) Greenberg ES- ESSER III Multi-Site DB HVAC Replacement (DSA Fee Allowance Credit):**

DESCRIPTION OF CHANGE:
The awarded Contract Cost Amount included a **$33,264.00** DSA Fee Allowance. Per the Contract Documents, all unused DSA Fee Allowance amount is to be formally credited back to the District through a Change Order. The total cost of **$17,096.83** associated with all DSA Fees was funded out of this DSA Fee Allowance.

REASON FOR CHANGE:
Of the DSA Fee Allowance of **$33,264.00** established by the Fresno Unified School District, **$17,096.83** was utilized per the above. All Contract Work is now completed, and the unused DSA Fee Allowance balance of **$16,167.17** is being credited to the Contract Amount via this final Change Order No. 2.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 015

Amount of this Change Order Item:	Decrease $	(16,167.17)
Time adjustment by this Change Order Item:	Increase	0 Days

Item 2-08 **(M20) Homan ES- ESSER III Multi-Site DB HVAC Replacement (DSA Fee Allowance Credit):**

DESCRIPTION OF CHANGE:
The awarded Contract Cost Amount included a **$33,264.00** DSA Fee Allowance. Per the Contract Documents, all unused DSA Fee Allowance amount is to be formally credited back to the District through a Change Order. The total cost of **$25,093.65** associated with all DSA Fees was funded out of this DSA Fee Allowance.

REASON FOR CHANGE:
Of the DSA Fee Allowance of **$33,264.00** established by the Fresno Unified School District, **$25,093.65** was utilized per the above. All Contract Work is now completed, and the unused DSA Fee Allowance balance of **$8,170.35** is being credited to the Contract Amount via this final Change Order No. 2.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 015

Amount of this Change Order Item:	Decrease $	(8,170.35)
Time adjustment by this Change Order Item:	Increase	0 Days

Item 2-09 **(M22) Kings Canyon MS- ESSER III Multi-Site DB HVAC Replacement (DSA Fee Allowance Credit):**

DESCRIPTION OF CHANGE:
The awarded Contract Cost Amount included a **$33,264.00** DSA Fee Allowance. Per the Contract Documents, all unused DSA Fee Allowance amount is to be formally credited back to the District through a Change Order. The total cost of **$17,280.72** associated with all DSA Fees was funded out of this DSA Fee Allowance.

REASON FOR CHANGE:
Of the DSA Fee Allowance of **$33,264.00** established by the Fresno Unified School District, **$17,280.72** was utilized per the above. All Contract Work is now completed, and the unused DSA Fee Allowance balance of **$15,983.28** is being credited to the Contract Amount via this final Change Order No. 2.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 015

Amount of this Change Order Item:	Decrease $	(15,983.28)
Time adjustment by this Change Order Item:	Increase	0 Days

Fresno Unified School District

CHANGE ORDER

Item 2-10 **(M25) Scandinavian MS- ESSER III Multi-Site DB HVAC Replacement (DSA Fee Allowance Credit):**

DESCRIPTION OF CHANGE:
The awarded Contract Cost Amount included a **$33,264.00** DSA Fee Allowance. Per the Contract Documents, all unused DSA Fee Allowance amount is to be formally credited back to the District through a Change Order. The total cost of **$16,991.86** associated with all DSA Fees was funded out of this DSA Fee Allowance.

REASON FOR CHANGE:
Of the DSA Fee Allowance of **$33,264.00** established by the Fresno Unified School District, **$16,991.86** was utilized per the above. All Contract Work is now completed, and the unused DSA Fee Allowance balance of **$16,272.14** is being credited to the Contract Amount via this final Change Order No. 2.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 015

Amount of this Change Order Item:	Decrease	$	(16,272.14)
Time adjustment by this Change Order Item:	Increase		0 Days

Item 2-11 **(M28) Webster ES- ESSER III Multi-Site DB HVAC Replacement (DSA Fee Allowance Credit):**

DESCRIPTION OF CHANGE:
The awarded Contract Cost Amount included a **$33,264.00** DSA Fee Allowance. Per the Contract Documents, all unused DSA Fee Allowance amount is to be formally credited back to the District through a Change Order. The total cost of **$9,124.40** associated with all DSA Fees was funded out of this DSA Fee Allowance.

REASON FOR CHANGE:
Of the DSA Fee Allowance of **$33,264.00** established by the Fresno Unified School District, **$9,124.40** was utilized per the above. All Contract Work is now completed, and the unused DSA Fee Allowance balance of **$24,139.60** is being credited to the Contract Amount via this final Change Order No. 2.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 015

Amount of this Change Order Item:	Decrease	$	(24,139.60)
Time adjustment by this Change Order Item:	Increase		0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**DECREASE**	**$**	**(166,906.83)**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**0 Days**	

***** End of CHANGE ORDER *****

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: Multi Site HVAC D/B & Replacement Project(ESSER PH.111)
PO: *778131*
DSA #: Multiple
BID #: n/a

Date: 1/3/25
Contractor: New England Sheet Me
Architect: TAM/New Englan
Change Order: 2

Contract Summary:

Bid Award Amount(s)		
Base Bid:		$ 24,016,636.00
Additive Alternate 1:	N/A	$ -
Additive Alternate 2:	N/A	$ -
Additive Alternate 3:	N/A	$ -
Additive Alternate 4:	N/A	$ -
Total Agreement Amount:		$ 24,016,636.00

Contract Adjustments:

Total Contract Amount														$ 24,016,636.00	
Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total				
Phase 3 CO 1 Unused GMP					$ (2,826,671.11)						$ (2,826,671.11)				
Phase 3 CO 2 Unused DSA Fee Amount	$ -		$ -		$ (166,906.83)		$ -		$ -		$ (166,906.83)				
Totals:	$ -	0.0%	$ -	0.0%	$ (2,993,577.94)	-12.5%	$ -	0.0%	$ -	0.0%	$ (2,993,577.94)		$ (2,993,577.94)		-12.5%
Total Contract Amount with Adjustments													$ 21,023,058.06		

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
FUSD Multi_Site HVAC D/B & Replacement Project (ESSER PH. IV)

CHANGE ORDER No. :	**001**
DSA File No. :	10-48
Application No. :	Ref. Back-up

CONTRACTOR :
New England Sheet Metal
2731 S Cherry Ave
Fresno, CA 93706

DESIGNER'S PROJECT No. :	1232
FUSD BID/CONTRACT No. :	23-12
CONTRACTOR P.O. No. :	778132

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

The original Contract Sum was	$21,691,322.00
Net change by previously authorized Change Orders	$ -
The Contract Sum prior to this Change Order was	$ 21,691,322.00
The Contract Sum will be adjusted by	$ (2,746,283.43)
The new Contract Sum, including this Change Order will be	$ 18,945,038.57
The Contract Completion date prior to this Change Order was	31-Aug-24
The Contract Time will be adjusted by	0 Days
The new Contract Completion date, including this Change Order is therefore	31-Aug-24

NOTE: *Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.*

Recommended by:	***Accepted by:***	***Authorized by:***
NET POSITIVE	**NEW ENGLAND SHEET METAL**	**Fresno Unified School District**
5 River Park PL E STE 303	**2731 S Cherry Ave**	**4600 N. Brawley Ave.**
Fresno, CA, 93720	**Fresno, CA 93706**	**Fresno CA 93722**
ARCHITECT/ENGINEER:	***CONTRACTOR:***	***OWNER:***
Hannah Brigdon	Digitally signed by Joshua R. Wilkinson, MSCM Location: Fresno, CA Date: 2025.01.06 13:19:31-08'00'	
By: Hannah Brigdon PE	By: Joshua Wilkinson	By: Alex Belanger
Date: 1/7/2025	Date: January 6, 2025	Date: 1/09/25

Change Order Summary
Page 1 of 1

Fresno Unified School District

CHANGE ORDER

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

Item 1-01 **(M01) Cooper MS Gym- ESSER IV Multi-Site DB HVAC Replacement (GMP Remaining):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $54.672.50 Guaranteed Maximum Price (GMP) for This Project. The Guaranteed Maximum Price (GMP) was established by the Fresno Unified School District for this projects HVAC Gym Upgrades. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $54,672.50 was unused. The remaining (GMP) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 014

Amount of this Change Order Item:	**Decrease $**	**(54,672.50)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-02 **(M01) Cooper MS Gym- ESSER IV Multi-Site DB HVAC Replacement (Contractor Contingency):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $94.716.00 Contractor Contingency for use during construction. The Contractor Contingency was established by the Fresno Unified School District to Cover costs for any unknown or unforeseen items encountered during construction. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $94,716.00 was unused. The remaining (Contractor Contingency) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 014

Amount of this Change Order Item:	**Decrease $**	**(94,716.00)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-03 **(M01) Cooper MS Gym- ESSER IV Multi-Site DB HVAC Replacement (Builder's Risk Insurance):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $14,568.00 Builder's Risk Insurance Budget for use during construction. The Builder's Risk Insurance Budget was established by the Fresno Unified School District to Cover costs during construction. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $5,631.00 was unused. The remaining (Builder's Risk Insurance Budget) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 014

Amount of this Change Order Item:	**Decrease $**	**(5,631.00)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-04 **(M01) Cooper MS Gym- ESSER IV Multi-Site DB HVAC Replacement (Architectural Allowance):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $40,688.00 Architectural Allowance Budget for use during construction. The Architectural Allowance Budget was established by the Fresno Unified School District to Cover costs during construction for Finishes. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $40,688.00 was unused. The remaining (Architectural Allowance) balance will be credited back to the owner through this Change Order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 014

Amount of this Change Order Item:	**Decrease $**	**(40,688.00)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-05 **(M02) Computech MS Gym- ESSER IV Multi-Site DB HVAC Replacement (GMP Remaining):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $47,041.03 Guaranteed Maximum Price (GMP) for This Project. The Guaranteed Maximum Price (GMP) was established by the Fresno Unified School District for this projects HVAC Gym Upgrades. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $47,041.03 was unused. The remaining (GMP) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 014

Amount of this Change Order Item:	**Decrease $**	**(47,041.03)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-06 **(M02) Computech MS Gym- ESSER IV Multi-Site DB HVAC Replacement (Contractor Contingency):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $98,366.00 Contractor Contingency for use during construction. The Contractor Contingency was established by the Fresno Unified School District to Cover costs for any unknown or unforeseen items encountered during construction. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $98,366.00 was unused. The remaining (Contractor Contingency) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 014

Amount of this Change Order Item:	**Decrease $**	**(98,366.00)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item **1-07** **(M02) Computech MS Gym- ESSER IV Multi-Site DB HVAC Replacement (Builder's Risk Insurance):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $15,015.00 Builder's Risk Insurance Budget for use during construction. The Builder's Risk Insurance Budget was established by the Fresno Unified School District to Cover costs during construction. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $5,778.00 was unused. The remaining (Builder's Risk Insurance Budget) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 014

Amount of this Change Order Item:	**Decrease $**	**(5,778.00)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item **1-08** **(M02) Computech MS Gym- ESSER IV Multi-Site DB HVAC Replacement (Architectural Allowance):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $40,688.00 Architectural Allowance Budget for use during construction. The Architectural Allowance Budget was established by the Fresno Unified School District to Cover costs during construction for Finishes. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $40,688.00 was unused. The remaining (Architectural Allowance) balance will be credited back to the owner through this Change Order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 014

Amount of this Change Order Item:	**Decrease $**	**(40,688.00)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item **1-09** **(M03)Fort Miller MS Gym- ESSER IV Multi-Site DB HVAC Replacement (GMP Remaining):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $87,675.85 Guaranteed Maximum Price (GMP) for This Project. The Guaranteed Maximum Price (GMP) was established by the Fresno Unified School District for this projects HVAC Gym Upgrades. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of **$87,675.85** was unused. The remaining (GMP) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 014

Amount of this Change Order Item:	**Decrease $**	**(87,675.85)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 1-10 **(M03)Fort Miller MS Gym- ESSER IV Multi-Site DB HVAC Replacement (Contractor Contingency):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $107,291.00 Contractor Contingency for use during construction. The Contractor Contingency was established by the Fresno Unified School District to Cover costs for any unknown or unforeseen items encountered during construction. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $107,291.00 was unused. The remaining (Contractor Contingency) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 014

Amount of this Change Order Item:	**Decrease**	**$**	**(107,291.00)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-11 **(M03)Fort Miller MS Gym- ESSER IV Multi-Site DB HVAC Replacement (Builder's Risk Insurance):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $15,898.00 Builder's Risk Insurance Budget for use during construction. The Builder's Risk Insurance Budget was established by the Fresno Unified School District to Cover costs during construction. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $6,021.00 was unused. The remaining (Builder's Risk Insurance Budget) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 014

Amount of this Change Order Item:	**Decrease**	**$**	**(6,021.00)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-12 **(M03)Fort Miller MS Gym- ESSER IV Multi-Site DB HVAC Replacement (Architectural Allowance):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $19,749.00 Architectural Allowance Budget for use during construction. The Architectural Allowance Budget was established by the Fresno Unified School District to Cover costs during construction for Finishes. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $19,749.00 was unused. The remaining (Architectural Allowance) balance will be credited back to the owner through this Change Order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 014

Amount of this Change Order Item:	**Decrease**	**$**	**(19,749.00)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Fresno Unified School District

CHANGE ORDER

Item 1-13 **(M04) Gaston MS Gym- ESSER IV Multi-Site DB HVAC Replacement (GMP Remaining):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $50,000.00 Guaranteed Maximum Price (GMP) for This Project. The Guaranteed Maximum Price (GMP) was established by the Fresno Unified School District for this projects HVAC Gym Upgrades. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $50,000.00 was unused. The remaining (GMP) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 014

Amount of this Change Order Item:	**Decrease**	**$**	**(50,000.00)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-14 **(M04) Gaston MS Gym- ESSER IV Multi-Site DB HVAC Replacement (Contractor Contingency):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $99,269.00 Contractor Contingency for use during construction. The Contractor Contingency was established by the Fresno Unified School District to Cover costs for any unknown or unforeseen items encountered during construction. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $99,269.00 was unused. The remaining (Contractor Contingency) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 014

Amount of this Change Order Item:	**Decrease**	**$**	**(99,269.00)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-15 **(M04) Gaston MS Gym- ESSER IV Multi-Site DB HVAC Replacement (Builder's Risk Insurance):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $14,828.00 Builder's Risk Insurance Budget for use during construction. The Builder's Risk Insurance Budget was established by the Fresno Unified School District to Cover costs during construction. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $5,689.00 was unused. The remaining (Builder's Risk Insurance Budget) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 014

Amount of this Change Order Item:	**Decrease**	**$**	**(5,689.00)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-16 **(M04) Gaston MS Gym- ESSER IV Multi-Site DB HVAC Replacement (Architectural Allowance):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $11,563.00 Architectural Allowance Budget for use during construction. The Architectural Allowance Budget was established by the Fresno Unified School District to Cover costs during construction for Finishes. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $11,563.00 was unused. The remaining (Architectural Allowance) balance will be credited back to the owner through this Change Order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 014

Amount of this Change Order Item:	**Decrease**	**$**	**(11,563.00)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-17 **(M08) Kings Canyon MS Gym- ESSER IV Multi-Site DB HVAC Replacement (GMP Remaining):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $36,542.44 Guaranteed Maximum Price (GMP) for This Project. The Guaranteed Maximum Price (GMP) was established by the Fresno Unified School District for this projects HVAC Gym Upgrades. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $36,542.44 was unused. The remaining (GMP) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 014

Amount of this Change Order Item:	**Decrease**	**$**	**(36,542.44)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-18 **(M08) Kings Canyon MS Gym- ESSER IV Multi-Site DB HVAC Replacement (Contractor Contingency):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $120,991.00 Contractor Contingency for use during construction. The Contractor Contingency was established by the Fresno Unified School District to Cover costs for any unknown or unforeseen items encountered during construction. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $120,991.00 was unused. The remaining (Contractor Contingency) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 014

Amount of this Change Order Item:	**Decrease**	**$**	**(120,991.00)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-19 **(M08) Kings Canyon MS Gym- ESSER IV Multi-Site DB HVAC Replacement (Builder's Risk Insurance):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $17,956.00 Builder's Risk Insurance Budget for use during construction. The Builder's Risk Insurance Budget was established by the Fresno Unified School District to Cover costs during construction. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $6,559.00 was unused. The remaining (Builder's Risk Insurance Budget) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 014

Amount of this Change Order Item:	**Decrease $**	**(6,559.00)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-20 **(M08) Kings Canyon MS Gym- ESSER IV Multi-Site DB HVAC Replacement (Architectural Allowance):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $59,438.00 Architectural Allowance Budget for use during construction. The Architectural Allowance Budget was established by the Fresno Unified School District to Cover costs during construction for Finishes. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $59,438.00 was unused. The remaining (Architectural Allowance) balance will be credited back to the owner through this Change Order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 014

Amount of this Change Order Item:	**Decrease $**	**(59,438.00)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-21 **(M06) Scandinavian MS Gym- ESSER IV Multi-Site DB HVAC Replacement (GMP Remaining):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $24,468.63 Guaranteed Maximum Price (GMP) for This Project. The Guaranteed Maximum Price (GMP) was established by the Fresno Unified School District for this projects HVAC Gym Upgrades. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $24,468.63 was unused. The remaining (GMP) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 014

Amount of this Change Order Item:	**Decrease $**	**(24,468.63)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-22 **(M06) Scandinavian MS Gym- ESSER IV Multi-Site DB HVAC Replacement (Contractor Contingency):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $108,669.00 Contractor Contingency for use during construction. The Contractor Contingency was established by the Fresno Unified School District to Cover costs for any unknown or unforeseen items encountered during construction. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $108,669.00 was unused. The remaining (Contractor Contingency) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 014

Amount of this Change Order Item:	**Decrease $**	**(108,669.00)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-23 **(M06) Scandinavian MS Gym- ESSER IV Multi-Site DB HVAC Replacement (Builder's Risk Insurance):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $16,683.00 Builder's Risk Insurance Budget for use during construction. The Builder's Risk Insurance Budget was established by the Fresno Unified School District to Cover costs during construction. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $6,234.00 was unused. The remaining (Builder's Risk Insurance Budget) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 014

Amount of this Change Order Item:	**Decrease $**	**(6,234.00)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-24 **(M06) Scandinavian MS Gym- ESSER IV Multi-Site DB HVAC Replacement (Architectural Allowance):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $50,063.00 Architectural Allowance Budget for use during construction. The Architectural Allowance Budget was established by the Fresno Unified School District to Cover costs during construction for Finishes. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $50,063.00 was unused. The remaining (Architectural Allowance) balance will be credited back to the owner through this Change Order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 014

Amount of this Change Order Item:	**Decrease $**	**(50,063.00)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-25 **(M07) Tehipite MS Gym- ESSER IV Multi-Site DB HVAC Replacement (GMP Remaining):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $77,413.00 Guaranteed Maximum Price (GMP) for This Project. The Guaranteed Maximum Price (GMP) was established by the Fresno Unified School District for this projects HVAC Gym Upgrades. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $77,413.00 was unused. The remaining (GMP) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 014

Amount of this Change Order Item:	**Decrease**	**$**	**(77,413.00)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-26 **(M07) Tehipite MS Gym- ESSER IV Multi-Site DB HVAC Replacement (Contractor Contingency):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $98,234.00 Contractor Contingency for use during construction. The Contractor Contingency was established by the Fresno Unified School District to Cover costs for any unknown or unforeseen items encountered during construction. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $98,234.00 was unused. The remaining (Contractor Contingency) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 014

Amount of this Change Order Item:	**Decrease**	**$**	**(98,234.00)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-27 **(M07) Tehipite MS Gym- ESSER IV Multi-Site DB HVAC Replacement (Builder's Risk Insurance):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $14,722.00 Builder's Risk Insurance Budget for use during construction. The Builder's Risk Insurance Budget was established by the Fresno Unified School District to Cover costs during construction. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $5,682.00 was unused. The remaining (Builder's Risk Insurance Budget) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 014

Amount of this Change Order Item:	**Decrease**	**$**	**(5,682.00)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-28 **(M07) Tehipite MS Gym- ESSER IV Multi-Site DB HVAC Replacement (Architectural Allowance):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $40,688.00 Architectural Allowance Budget for use during construction. The Architectural Allowance Budget was established by the Fresno Unified School District to Cover costs during construction for Finishes. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $40,688.00 was unused. The remaining (Architectural Allowance) balance will be credited back to the owner through this Change Order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 014

Amount of this Change Order Item:	**Decrease**	**$**	**(40,688.00)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-29 **(M08) Tenaya MS Gym- ESSER IV Multi-Site DB HVAC Replacement (GMP Remaining):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $39,957.50 Guaranteed Maximum Price (GMP) for This Project. The Guaranteed Maximum Price (GMP) was established by the Fresno Unified School District for this projects HVAC Gym Upgrades. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $39,957.50 was unused. The remaining (GMP) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 014

Amount of this Change Order Item:	**Decrease**	**$**	**(39,957.50)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-30 **(M08) Tenaya MS Gym- ESSER IV Multi-Site DB HVAC Replacement (Contractor Contingency):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $98,884.00 Contractor Contingency for use during construction. The Contractor Contingency was established by the Fresno Unified School District to Cover costs for any unknown or unforeseen items encountered during construction. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $98,884.00 was unused. The remaining (Contractor Contingency) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 014

Amount of this Change Order Item:	**Decrease**	**$**	**(98,884.00)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Fresno Unified School District

CHANGE ORDER

Item 1-31 **(M08) Tenaya MS Gym- ESSER IV Multi-Site DB HVAC Replacement (Builder's Risk Insurance):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $15,121.00 Builder's Risk Insurance Budget for use during construction. The Builder's Risk Insurance Budget was established by the Fresno Unified School District to Cover costs during construction. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $5,814.00 was unused. The remaining (Builder's Risk Insurance Budget) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 014

Amount of this Change Order Item:	**Decrease**	**$**	**(5,814.00)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-32 **(M08) Tenaya MS Gym- ESSER IV Multi-Site DB HVAC Replacement (Architectural Allowance):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $40,688.00 Architectural Allowance Budget for use during construction. The Architectural Allowance Budget was established by the Fresno Unified School District to Cover costs during construction for Finishes. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $40,688.00 was unused. The remaining (Architectural Allowance) balance will be credited back to the owner through this Change Order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 014

Amount of this Change Order Item:	**Decrease**	**$**	**(40,688.00)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-33 **(M09)Terronez MS Gym- ESSER IV Multi-Site DB HVAC Replacement (GMP Remaining):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $222,304.00 Guaranteed Maximum Price (GMP) for This Project. The Guaranteed Maximum Price (GMP) was established by the Fresno Unified School District for this projects HVAC Gym Upgrades. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $222,304.00 was unused. The remaining (GMP) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 014

Amount of this Change Order Item:	**Decrease**	**$**	**(222,304.00)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-34 **(M09)Terronez MS Gym- ESSER IV Multi-Site DB HVAC Replacement (Contractor Contingency):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $124,855.00 Contractor Contingency for use during construction. The Contractor Contingency was established by the Fresno Unified School District to Cover costs for any unknown or unforeseen items encountered during construction. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $124,855.00 was unused. The remaining (Contractor Contingency) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 014

Amount of this Change Order Item:	**Decrease**	**$**	**(124,855.00)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-35 **(M09)Terronez MS Gym- ESSER IV Multi-Site DB HVAC Replacement (Builder's Risk Insurance):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $18,217.00 Builder's Risk Insurance Budget for use during construction. The Builder's Risk Insurance Budget was established by the Fresno Unified School District to Cover costs during construction. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $6,764.00 was unused. The remaining (Builder's Risk Insurance Budget) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 014

Amount of this Change Order Item:	**Decrease**	**$**	**(6,764.00)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-36 **(M09)Terronez MS Gym- ESSER IV Multi-Site DB HVAC Replacement (Architectural Allowance):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $47,500.00 Architectural Allowance Budget for use during construction. The Architectural Allowance Budget was established by the Fresno Unified School District to Cover costs during construction for Finishes. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $47,500.00 was unused. The remaining (Architectural Allowance) balance will be credited back to the owner through this Change Order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 014

Amount of this Change Order Item:	**Decrease**	**$**	**(47,500.00)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-37 **(M10) Tioga MS Gym- ESSER IV Multi-Site DB HVAC Replacement (GMP Remaining):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $57,565.50 Guaranteed Maximum Price (GMP) for This Project. The Guaranteed Maximum Price (GMP) was established by the Fresno Unified School District for this projects HVAC Gym Upgrades. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $57,565.50 was unused. The remaining (GMP) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 014

Amount of this Change Order Item:	**Decrease**	**$**	**(57,565.50)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-38 **(M10) Tioga MS Gym- ESSER IV Multi-Site DB HVAC Replacement (Contractor Contingency):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $98,097.00 Contractor Contingency for use during construction. The Contractor Contingency was established by the Fresno Unified School District to Cover costs for any unknown or unforeseen items encountered during construction. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $98,097.00 was unused. The remaining (Contractor Contingency) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 014

Amount of this Change Order Item:	**Decrease**	**$**	**(98,097.00)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-39 **(M10) Tioga MS Gym- ESSER IV Multi-Site DB HVAC Replacement (Builder's Risk Insurance):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $14,704.00 Builder's Risk Insurance Budget for use during construction. The Builder's Risk Insurance Budget was established by the Fresno Unified School District to Cover costs during construction. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $5,676.00 was unused. The remaining (Builder's Risk Insurance Budget) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 014

Amount of this Change Order Item:	**Decrease**	**$**	**(5,676.00)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-40 **(M10) Tioga MS Gym- ESSER IV Multi-Site DB HVAC Replacement (Architectural Allowance):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $40,688.00 Architectural Allowance Budget for use during construction. The Architectural Allowance Budget was established by the Fresno Unified School District to Cover costs during construction for Finishes. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $40,688.00 was unused. The remaining (Architectural Allowance) balance will be credited back to the owner through this Change Order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 014

Amount of this Change Order Item:	**Decrease**	**$**	**(40,688.00)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-41 **(M11) Wawona MS Gym- ESSER IV Multi-Site DB HVAC Replacement (GMP Remaining):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $21,796.43 Guaranteed Maximum Price (GMP) for This Project. The Guaranteed Maximum Price (GMP) was established by the Fresno Unified School District for this projects HVAC Gym Upgrades. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $21,796.43 was unused. The remaining (GMP) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 014

Amount of this Change Order Item:	**Decrease**	**$**	**(21,796.43)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-42 **(M11) Wawona MS Gym- ESSER IV Multi-Site DB HVAC Replacement (Contractor Contingency):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $91,476.00 Contractor Contingency for use during construction. The Contractor Contingency was established by the Fresno Unified School District to Cover costs for any unknown or unforeseen items encountered during construction. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $91,476.00 was unused. The remaining (Contractor Contingency) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 014

Amount of this Change Order Item:	**Decrease**	**$**	**(91,476.00)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Fresno Unified School District

CHANGE ORDER

Item 1-43 **(M11) Wawona MS Gym- ESSER IV Multi-Site DB HVAC Replacement (Builder's Risk Insurance):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $18,083.00 Builder's Risk Insurance Budget for use during construction. The Builder's Risk Insurance Budget was established by the Fresno Unified School District to Cover costs during construction. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $6,544.00 was unused. The remaining (Builder's Risk Insurance Budget) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 014

Amount of this Change Order Item:	**Decrease**	**$**	**(6,544.00)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-44 **(M11) Wawona MS Gym- ESSER IV Multi-Site DB HVAC Replacement (Architectural Allowance):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $7,587.00 Architectural Allowance Budget for use during construction. The Architectural Allowance Budget was established by the Fresno Unified School District to Cover costs during construction for Finishes. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $7,587.00 was unused. The remaining (Architectural Allowance) balance will be credited back to the owner through this Change Order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 014

Amount of this Change Order Item:	**Decrease**	**$**	**(7,587.00)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-45 **(M12) Yosemite MS Gym- ESSER IV Multi-Site DB HVAC Replacement (GMP Remaining):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $165,772.55 Guaranteed Maximum Price (GMP) for This Project. The Guaranteed Maximum Price (GMP) was established by the Fresno Unified School District for this projects HVAC Gym Upgrades. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $165,772.55 was unused. The remaining (GMP) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 014

Amount of this Change Order Item:	**Decrease**	**$**	**(165,772.55)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Fresno Unified School District

CHANGE ORDER

Item 1-46 **(M12) Yosemite MS Gym-ESSER IV Multi-Site DB HVAC Replacement (Contractor Contingency):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $159,446.00 Contractor Contingency for use during construction. The Contractor Contingency was established by the Fresno Unified School District to Cover costs for any unknown or unforeseen items encountered during construction. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $159,446.00 was unused. The remaining (Contractor Contingency) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 014

Amount of this Change Order Item:	**Decrease**	**$**	**(159,446.00)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-47 **(M12) Yosemite MS Gym-ESSER IV Multi-Site DB HVAC Replacement (Builder's Risk Insurance):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $25,201.00 Builder's Risk Insurance Budget for use during construction. The Builder's Risk Insurance Budget was established by the Fresno Unified School District to Cover costs during construction. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $8,673.00 was unused. The remaining (Builder's Risk Insurance Budget) balance will be credited back to the owner through this change order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 014

Amount of this Change Order Item:	**Decrease**	**$**	**(8,673.00)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-48 **(M12) Yosemite MS Gym- ESSER IV Multi-Site DB HVAC Replacement (Architectural Allowance):**

DESCRIPTION OF CHANGE:
The awarded contract amount included a $86,375.00 Architectural Allowance Budget for use during construction. The Architectural Allowance Budget was established by the Fresno Unified School District to Cover costs during construction for Finishes. All work shall be incorporated in accordance with the Contract Documents.

REASON FOR CHANGE:
Upon completion of this project a Balance of $86,375.00 was unused. The remaining (Architectural Allowance) balance will be credited back to the owner through this Change Order 01.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 014

Amount of this Change Order Item:	**Decrease**	**$**	**(86,375.00)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**DECREASE**	**$**	**(2,746,283.43)**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**0 Days**	

*** End of CHANGE ORDER ***

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: Multi Site HVAC D/B & Replacement Project(ESSER PH.1V)
PO: *778132*
DSA #: Multiple
BID #: n/a

Date: 12/20/24
Contractor: New England Sheet Metal
Architect: TAM/NESM
Change Order: 1

Contract Summary:

Bid Award Amount(s)

Base Bid:		$ 21,691,322.00
Additive Alternate 1:	N/A	$ -
Additive Alternate 2:	N/A	$ -
Additive Alternate 3:	N/A	$ -
Additive Alternate 4:	N/A	$ -
Total Agreement Amount:		$ 21,691,322.00

Contract Adjustments:

Total Contract Amount $ 21,691,322.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total			
Phase 4 Unused GMP	$ -		$ -		$ (2,746,283.43)		$ -		$ -		$ (2,746,283.43)			
	$ -		$ -				$ -		$ -		$ -			
Totals:	$ -	0.0%	$ -	0.0%	$ **(2,746,283.43)**	-12.7%	$ -	0.0%	$ -	0.0%	$ **(2,746,283.43)**	$ **(2,746,283.43)**	-12.7%	
Total Contract Amount with Adjustments												$ **18,945,038.57**		

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
FUSD Multi_Site HVAC D/B & Replacement Project (ESSER PH. IV)

CHANGE ORDER No. :	**002**
DSA File No. :	10-48
Application No. :	Ref. Back-up

CONTRACTOR :
New England Sheet Metal
2731 S Cherry Ave
Fresno, CA 93706

DESIGNER'S PROJECT No. :	1232
FUSD BID/CONTRACT No. :	23-12
CONTRACTOR P.O. No. :	778132

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

The original Contract Sum was	$21,691,322.00
Net change by previously authorized Change Orders	$ (2,746,283.43)
The Contract Sum prior to this Change Order was	$18,945,038.57
The Contract Sum will be adjusted by	$ (113,150.19)
The new Contract Sum, including this Change Order will be	$ 18,831,888.38
The Contract Completion date prior to this Change Order was	31-Aug-24
The Contract Time will be adjusted by	129 Days
The new Contract Completion date, including this Change Order is therefore	7-Jan-25

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:

NET POSITIVE
5 River Park PL E STE 303
Fresno, CA, 93720
ARCHITECT/ENGINEER:

Hannah Brigdon Digitally signed by Hannah Brigdon DN: C=US, E=hbrigdon@pcorp.com, O=Net Positive Consulting Engineers, CN=Hannah Brigdon Date: 2025.01.07 07:42:44 -08'00'

By: Hannah Brigdon PE

Date: 1/7/2025

Accepted by:

NEW ENGLAND SHEET METAL
2731 S Cherry Ave
Fresno, CA 93706
CONTRACTOR:

Digitally signed by Joshua R. Wilkinson, MSCM Location: Fresno, CA Date: 2025.01.06 13:21:33-08'00'

By: Joshua Wilkinson

Date: January 6, 2025

Authorized by:

Fresno Unified School District
4600 N. Brawley Ave.
Fresno CA 93722
OWNER:

By: Alex Belanger

Date: 1/08/25

Change Order Summary
Page 1 of 1

Fresno Unified School District

CHANGE ORDER

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

Item 2-01 **(M01) Cooper MS Gym- ESSER IV Multi-Site DB HVAC Replacement (DSA Fee Allowance Credit):**

DESCRIPTION OF CHANGE:
The awarded Contract Cost Amount included a **$26,667.00** DSA Fee Allowance. Per the Contract Documents, all unused DSA Fee Allowance amount is to be formally credited back to the District through a Change Order. The total cost of **$15,058.19** associated with all DSA Fees was funded out of this DSA Fee Allowance.

REASON FOR CHANGE:
Of the DSA Fee Allowance of **$26,667.00** established by the Fresno Unified School District, **$15,058.19** was utilized per the above. All Contract Work is now completed, and the unused DSA Fee Allowance balance of **$11,608.81** is being credited to the Contract Amount via this final Change Order No. 2.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 016

Amount of this Change Order Item:	**Decrease $**	**(11,608.81)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 2-02 **(M02) Computech MS Gym- ESSER IV Multi-Site DB HVAC Replacement (DSA Fee Allowance Credit):**

DESCRIPTION OF CHANGE:
The awarded Contract Cost Amount included a **$26,667.00** DSA Fee Allowance. Per the Contract Documents, all unused DSA Fee Allowance amount is to be formally credited back to the District through a Change Order. The total cost of **$16,013.52** associated with all DSA Fees was funded out of this DSA Fee Allowance.

REASON FOR CHANGE:
Of the DSA Fee Allowance of **$26,667.00** established by the Fresno Unified School District, **$16,013.52** was utilized per the above. All Contract Work is now completed, and the unused DSA Fee Allowance balance of **$10,653.48** is being credited to the Contract Amount via this final Change Order No. 2.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 016

Amount of this Change Order Item:	**Decrease $**	**(10,653.48)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 2-03 **(M03) Fort Miller MS Gym- ESSER IV Multi-Site DB HVAC Replacement (DSA Fee Allowance Credit):**

DESCRIPTION OF CHANGE:
The awarded Contract Cost Amount included a **$26,667.00** DSA Fee Allowance. Per the Contract Documents, all unused DSA Fee Allowance amount is to be formally credited back to the District through a Change Order. The total cost of **$16,199.83** associated with all DSA Fees was funded out of this DSA Fee Allowance.

REASON FOR CHANGE:
Of the DSA Fee Allowance of **$26,667.00** established by the Fresno Unified School District, **$16,199.83** was utilized per the above. All Contract Work is now completed, and the unused DSA Fee Allowance balance of **$10,467.17** is being credited to the Contract Amount via this final Change Order No. 2.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 016

Amount of this Change Order Item:	**Decrease $**	**(10,467.17)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 2-04 **(M04) Gaston MS Gym- ESSER IV Multi-Site DB HVAC Replacement (DSA Fee Allowance Credit):**

DESCRIPTION OF CHANGE:
The awarded Contract Cost Amount included a **$26,667.00** DSA Fee Allowance. Per the Contract Documents, all unused DSA Fee Allowance amount is to be formally credited back to the District through a Change Order. The total cost of **$15,624.14** associated with all DSA Fees was funded out of this DSA Fee Allowance.

REASON FOR CHANGE:
Of the DSA Fee Allowance of **$26,667.00** established by the Fresno Unified School District, **$15,624.14** was utilized per the above. All Contract Work is now completed, and the unused DSA Fee Allowance balance of **$11,042.86** is being credited to the Contract Amount via this final Change Order No. 2.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 016

Amount of this Change Order Item:	**Decrease $**	**(11,042.86)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 2-05 **(M05) Kings Canyon MS Gym- ESSER IV Multi-Site DB HVAC Replacement (DSA Fee Allowance Credit):**

DESCRIPTION OF CHANGE:
The awarded Contract Cost Amount included a **$26,667.00** DSA Fee Allowance. Per the Contract Documents, all unused DSA Fee Allowance amount is to be formally credited back to the District through a Change Order. The total cost of **$18,619.05** associated with all DSA Fees was funded out of this DSA Fee Allowance.

REASON FOR CHANGE:
Of the DSA Fee Allowance of **$26,667.00** established by the Fresno Unified School District, **$18,619.05** was utilized per the above. All Contract Work is now completed, and the unused DSA Fee Allowance balance of **$8,047.95** is being credited to the Contract Amount via this final Change Order No. 2.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 016

Amount of this Change Order Item:	**Decrease $**	**(8,047.95)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 2-06 **(M06) Scandinavian MS Gym- ESSER IV Multi-Site DB HVAC Replacement (DSA Fee Allowance Credit):**

DESCRIPTION OF CHANGE:
The awarded Contract Cost Amount included a **$26,667.00** DSA Fee Allowance. Per the Contract Documents, all unused DSA Fee Allowance amount is to be formally credited back to the District through a Change Order. The total cost of **$17,407.53** associated with all DSA Fees was funded out of this DSA Fee Allowance.

REASON FOR CHANGE:
Of the DSA Fee Allowance of **$26,667.00** established by the Fresno Unified School District, **$17,407.53** was utilized per the above. All Contract Work is now completed, and the unused DSA Fee Allowance balance of **$9,259.47** is being credited to the Contract Amount via this final Change Order No. 2.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 016

Amount of this Change Order Item:	**Decrease $**	**(9,259.47)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 2-07 **(M07) Tehipite MS Gym- ESSER IV Multi-Site DB HVAC Replacement (DSA Fee Allowance Credit):**

DESCRIPTION OF CHANGE:

The awarded Contract Cost Amount included a **$26,667.00** DSA Fee Allowance. Per the Contract Documents, all unused DSA Fee Allowance amount is to be formally credited back to the District through a Change Order. The total cost of **$15,543.84** associated with all DSA Fees was funded out of this DSA Fee Allowance.

REASON FOR CHANGE:

Of the DSA Fee Allowance of **$26,667.00** established by the Fresno Unified School District, **$15,543.84** was utilized per the above. All Contract Work is now completed, and the unused DSA Fee Allowance balance of **$11,123.16** is being credited to the Contract Amount via this final Change Order No. 2.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Contractor PCO No.: 016

Amount of this Change Order Item:	**Decrease**	**$**	**(11,123.16)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 2-08 **(M08) Tenaya MS Gym- ESSER IV Multi-Site DB HVAC Replacement (DSA Fee Allowance Credit):**

DESCRIPTION OF CHANGE:

The awarded Contract Cost Amount included a **$26,667.00**DSA Fee Allowance. Per the Contract Documents, all unused DSA Fee Allowance amount is to be formally credited back to the District through a Change Order. The total cost of **$15,918.98** associated with all DSA Fees was funded out of this DSA Fee Allowance.

REASON FOR CHANGE:

Of the DSA Fee Allowance of **$26,667.00**established by the Fresno Unified School District, **$15,918.98** was utilized per the above. All Contract Work is now completed, and the unused DSA Fee Allowance balance of **$10,748.02** is being credited to the Contract Amount via this final Change Order No. 2.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Contractor PCO No.: 016

Amount of this Change Order Item:	**Decrease**	**$**	**(10,748.02)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 2-09 **(M09) Terronez MS Gym- ESSER IV Multi-Site DB HVAC Replacement (DSA Fee Allowance Credit):**

DESCRIPTION OF CHANGE:

The awarded Contract Cost Amount included a **$26,667.00** DSA Fee Allowance. Per the Contract Documents, all unused DSA Fee Allowance amount is to be formally credited back to the District through a Change Order. The total cost of **$17,230.00** associated with all DSA Fees was funded out of this DSA Fee Allowance.

REASON FOR CHANGE:

Of the DSA Fee Allowance of **$26,667.00** established by the Fresno Unified School District, **$17,230.00** was utilized per the above. All Contract Work is now completed, and the unused DSA Fee Allowance balance of **$9,437.00** is being credited to the Contract Amount via this final Change Order No. 2.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Contractor PCO No.: 016

Amount of this Change Order Item:	**Decrease**	**$**	**(9,437.00)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Fresno Unified School District

CHANGE ORDER

Item 2-10 **(M10) Tioga MS Gym- ESSER IV Multi-Site DB HVAC Replacement (DSA Fee Allowance Credit):**

DESCRIPTION OF CHANGE:
The awarded Contract Cost Amount included a **$26,667.00** DSA Fee Allowance. Per the Contract Documents, all unused DSA Fee Allowance amount is to be formally credited back to the District through a Change Order. The total cost of **$15,368.77** associated with all DSA Fees was funded out of this DSA Fee Allowance.

REASON FOR CHANGE:
Of the DSA Fee Allowance of **$26,667.00** established by the Fresno Unified School District, **$15,368.77** was utilized per the above. All Contract Work is now completed, and the unused DSA Fee Allowance balance of **$11,298.23** is being credited to the Contract Amount via this final Change Order No. 2.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 016

Amount of this Change Order Item:	**Decrease**	$	**(11,298.23)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 2-11 **(M11) Wawona MS Gym- ESSER IV Multi-Site DB HVAC Replacement (DSA Fee Allowance Credit):**

DESCRIPTION OF CHANGE:
The awarded Contract Cost Amount included a **$26,667.00** DSA Fee Allowance. Per the Contract Documents, all unused DSA Fee Allowance amount is to be formally credited back to the District through a Change Order. The total cost of **$19,626.54** associated with all DSA Fees was funded out of this DSA Fee Allowance.

REASON FOR CHANGE:
Of the DSA Fee Allowance of **$26,667.00** established by the Fresno Unified School District, **$19,626.54** was utilized per the above. All Contract Work is now completed, and the unused DSA Fee Allowance balance of **$7,040.46** is being credited to the Contract Amount via this final Change Order No. 2.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 016

Amount of this Change Order Item:	**Decrease**	$	**(7,040.46)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 2-12 **(M12) Yosemite MS Gym- ESSER IV Multi-Site DB HVAC Replacement (DSA Fee Allowance Credit):**

DESCRIPTION OF CHANGE:
The awarded Contract Cost Amount included a **$26,667.00** DSA Fee Allowance. Per the Contract Documents, all unused DSA Fee Allowance amount is to be formally credited back to the District through a Change Order. The total cost of **$24,243.42** associated with all DSA Fees was funded out of this DSA Fee Allowance.

REASON FOR CHANGE:
Of the DSA Fee Allowance of **$26,667.00** established by the Fresno Unified School District, **$24,243.42** was utilized per the above. All Contract Work is now completed, and the unused DSA Fee Allowance balance of **$2,423.58** is being credited to the Contract Amount via this final Change Order No. 2.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor PCO No.: 016

Amount of this Change Order Item:	**Decrease**	$	**(2,423.58)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Fresno Unified School District

CHANGE ORDER

Item 2-13 **ESSER IV Multi-Site DB HVAC Replacement (C.O.I.R. 001):**

DESCRIPTION OF CHANGE:

Add 129 Calendar Days to Contract duration. FUSD and Contractor each acknowledge and agree that the Contract remains in full force and effect and nothing in this Change Order shall constitute a waiver by FUSD of any or all rights it has under the Contract or applicable law. No compensation is due to Contractor for the additional days identified in this Change Order.

REASON FOR CHANGE:

Contract time extension to accommodate minor project close-out activities. The original contracted end date of 8/31/24 has been extended 129 days due to receiving and reviewing of all supporting backup documents for this project. The date extension brings the new date to 01/07/2025.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

C.O.I.R. No. 001

Amount of this Change Order Item:	**Increase**	$ -
Time adjustment by this Change Order Item:	**Increase**	129 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**DECREASE**	**$ (113,150.19)**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**129 Days**

***** End of CHANGE ORDER *****

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: Multi Site HVAC D/B & Replacement Project(ESSER PH.1V)
PO: *778132*
DSA #: Multiple
BID #: n/a

Date: 1/3/25
Contractor: New England Sheet Metal
Architect: TAM/NESM
Change Order: 2

Contract Summary:

Bid Award Amount(s)		
Base Bid:		$ 21,691,322.00
Additive Alternate 1:	N/A	$ -
Additive Alternate 2:	N/A	$ -
Additive Alternate 3:	N/A	$ -
Additive Alternate 4:	N/A	$ -
Total Agreement Amount:		$ 21,691,322.00

Contract Adjustments:

Total Contract Amount $ 21,691,322.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total			
Phase 4 CO 1 Unused GMP Amount	$ -		$ -		$ (2,746,283.43)		$ -		$ -		$ (2,746,283.43)			
Phase 4 CO 2 Unused DSA Fee Amount	$ -		$ -		$ (113,150.19)		$ -		$ -		$ (113,150.19)			
Totals:	$ -	0.0%	$ -	0.0%	$ **(2,859,433.62)**	-13.2%	$ -	0.0%	$ -	0.0%	$ **(2,859,433.62)**	$ **(2,859,433.62)**	-13.2%	
Total Contract Amount with Adjustments												$ **18,831,888.38**		

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Roeding Elementary School Modernization
1225 West Dakota Avenue,
Fresno, CA 93703

CHANGE ORDER No. : 006

DSA File No. : 10-H8

Application No. : 02-119994

CONTRACTOR :
GC Builders
3366 W. Sussex
Fresno, CA 93722

DESIGNER'S PROJECT No. : 2108

FUSD BID/CONTRACT No. : 24-16

CONTRACTOR P.O. No. : 00000791537

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

The original Contract Sum was	$ 2,014,850.00
Net change by previously authorized Change Orders	$ 85,764.60
The Contract Sum prior to this Change Order was	$ 2,100,614.60
The Contract Sum will be adjusted by	$ 68,367.97
The new Contract Sum, including this Change Order will be	$ 2,168,982.57
The Contract Completion date prior to this Change Order was	10/22/2024
The Contract Time will be adjusted by	(74)Calendar Days
The new Contract Completion date, including this Change Order is therefore	1/4/2025

NOTE: *Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.*

Recommended by:	***Accepted by:***	***Authorized by:***
TAM Architects	**GCBI, Inc. DBA GC Builders**	**Fresno Unified School District**
6781 N. Palm Ave., #120	3366 W. Sussex	4600 N. Brawley
Fresno, CA 93704	Fresno, CA 93722	Fresno, CA 93722
ARCHITECT/ENGINEER:	***CONTRACTOR:*** Gerardo Campos	***OWNER:***
By: Jared Ramirez, AIA	By: Gerardo Campos, President	By: Alex Belanger | Asst. Sup.
Date: 12/24/2024	Date: 12/24/24	Date:

Fresno Unified School District

CHANGE ORDER

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

Item 6-1

DESCRIPTION OF CHANGE:
Provide all labor, materials, and equipment as required core through existing concrete footing, reroute electrical, and low voltaghe conduits to the new Christy box to a new terminal can in A116

REASON FOR CHANGE:
In the course of construction an unknown concrete footing was found in the path of the new electrical infrastructure

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
RFI #11, 77, 77.1 & OTP #19, 23

Amount of this Change Order Item:	**Increase $**	**23,518.63**
Time adjustment by this Change Order Item:	**Increase**	5 Days

Item 6-2

DESCRIPTION OF CHANGE:
Provide all labor, materials, and equipment as required to add data jacks and receptacles in Room 124

REASON FOR CHANGE:
Additional electrical receptacles and data drops where needed for the new Office space in Room 124

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
RFI #76 & COR 026

Amount of this Change Order Item:	**Increase $**	**7,696.97**
Time adjustment by this Change Order Item:	**Increase**	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE $**	**-**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**0 DAYS**

*** End of CHANGE ORDER ***

Fresno Unified School District

CHANGE ORDER

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

Item 6-3

DESCRIPTION OF CHANGE:
Provide all labor, materials, and equipment as required to remove dry rot with framing and sheeting at north west corner of Staff Toilet A115

REASON FOR CHANGE:
Dry Rot was found on the west and north walls at Staff Toilet A115

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
OTP #18, 22 & RFI #83

Amount of this Change Order Item:	**Increase**	**$**	**9,177.73**
Time adjustment by this Change Order Item:	**Increase**		5 Days

Item 6-4

DESCRIPTION OF CHANGE:
Provide all labor, materials, and equipment as required to investigate and clear clog in Toilet Rooms A112 & A113

REASON FOR CHANGE:
After investigation, it was found that the sewer line backup was due to the toilets being backed up due to students flushing various items

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
COR 030RR

Amount of this Change Order Item:	**Increase**	**$**	**936.97**
Time adjustment by this Change Order Item:	**Increase**		0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$**	**-**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**		**0 DAYS**

***** End of CHANGE ORDER *****

Fresno Unified School District

CHANGE ORDER

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

Item 6-5

DESCRIPTION OF CHANGE:
Provide all labor, materials, and equipment as required to install New lights in Office A116

REASON FOR CHANGE:
The light fixture called out in the project documents did not fit in the existing ceiling. It was necessary to change the fixture type

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFI #92

Amount of this Change Order Item:	**Increase $**	**848.68**
Time adjustment by this Change Order Item:	**Increase**	22 Days

Item 6-6

DESCRIPTION OF CHANGE:
Provide all labor, materials, and equipment as required to import and compact South of the Administration Building

REASON FOR CHANGE:
The existing tree South of the Admin. building conflicted with the new concrete walkway. The tree was removed by the Owner. Additional import of soil & compaction was needed before installing concrete

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
RFI #91

Amount of this Change Order Item:	**Increase $**	**4,046.20**
Time adjustment by this Change Order Item:	**Increase**	2 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE $**	**-**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**0 DAYS**

***** End of CHANGE ORDER *****

Fresno Unified School District

CHANGE ORDER

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

Item 6-7

DESCRIPTION OF CHANGE:
Provide all labor, materials and equipment as required to replace broken windows in Room A120 and A123 with blackout film

REASON FOR CHANGE:
In the course of construction it was found the existing windows were broken and need to be replaced

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
ASI #013 & COR 036

Amount of this Change Order Item:	**Increase**	**$**	**1,894.26**
Time adjustment by this Change Order Item:	**Increase**		2 Days

Item 6-8

DESCRIPTION OF CHANGE:
Provide all labor, materials, and equipment as required to patch back walls with water resistant Gyp. Board in Janitor Room A124

REASON FOR CHANGE:
The cost to patch back demolished walls was not included in the contract documents

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFI #95 & OTP #29

Amount of this Change Order Item:	**Increase**	**$**	**5,110.94**
Time adjustment by this Change Order Item:	**Increase**		2 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$**	**-**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**		**0 DAYS**

*** End of CHANGE ORDER ***

Fresno Unified School District

CHANGE ORDER

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

Item 6-9

DESCRIPTION OF CHANGE:
Provide all labor, materials & equipment as required to relocate Fan Coils. FC-1 relocated to Office A116, FC-2 to remain, & FC-3 relocated to Janitor A124. Rework duct & piping as required to fit in ceiling

REASON FOR CHANGE:
Fan Coils did not have sufficient space to fit into ceiling in previous locations

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFI #89 & OTP #27

Amount of this Change Order Item:	**Increase**	**$ 14,047.70**
Time adjustment by this Change Order Item:	**Increase**	36 Days

Item 6-10

DESCRIPTION OF CHANGE:
Provide all labor, materials, and equipment as required to remove and replace sink faucets at sinks in restrooms A112, A113, A114, and A115

REASON FOR CHANGE:
The installed faucets did not have the capability to allow hot and cold to work at the same time. It was necessary to replace faucet components to allow this

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
OTP #24 & COR 039

Amount of this Change Order Item:	**Increase**	**$ 1,089.89**
Time adjustment by this Change Order Item:	**Increase**	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$ 68,367.97**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**74 DAYS**

***** End of CHANGE ORDER *****

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: Roeding Admin Mod Project

DSA #: 02-119994

BID #: 24-16

Date: 12/30/24

Contractor: GC Builders

Architect: TAM Architects

Change Order: 6

Contract Summary:

Bid Award Amount(s)		
Base Bid:		$ 2,014,850.00
Additive Alternate 1:	N/A	$ -
Additive Alternate 2:	N/A	$ -
Additive Alternate 3:	N/A	$ -
Additive Alternate 4:	N/A	$ -
Total Agreement Amount:		$ 2,014,850.00

Contract Adjustments:

Total Contract Amount $ 2,014,850.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total			
CO #001	$ 18,191.83		$ -		$ 6,643.78		$ 5,719.21		$ -		$ 30,554.82			
CO#002	$ -		$ -		$ -		$ 8,296.36		$ -		$ 8,296.36			
CO#003	$ 5,452.79		$ -		$ -		$ 17,500.54		$ -		$ 22,953.33			
CO#004	$ (12,500.13)		$ -				$ 5,622.22		$ -		$ (6,877.91)			
CO#005	$ 5,329.43		$ -				$ 25,508.57		$ -		$ 30,838.00			
CO # 006	$ 9,723.83		$ -		$ 38,636.82		$ 20,007.32		$ -		$ 68,367.97			
Totals:	**$ 26,197.75**	1.3%	**$ -**	0.0%	**$ 45,280.60**	2.2%	**$ 82,654.22**	4.1%	**$ -**	0.0%	**$ 154,132.57**		**$ 154,132.57**	7.6%
Total Contract Amount with Adjustments													**$ 2,168,982.57**	

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Bullard High School Gym's HVAC Improvement
5445 N Palm Ave.
Fresno, CA 93704

CHANGE ORDER No. : 001

DSA File No. : 10-H8

Application No. : 02-121206

CONTRACTOR :
Strategic Mechanical, Inc.
4661 E Commerce Ave.
Fresno, CA 93725

DESIGNER'S PROJECT No. : 1251

FUSD BID/CONTRACT No. : 24-31

CONTRACTOR P.O. No. : 798494

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

The original Contract Sum was	$	3,165,000.00
Net change by previously authorized Change Orders	$	-
The Contract Sum prior to this Change Order was	$	3,165,000.00
The Contract Sum will be adjusted by	$	92,690.44
The new Contract Sum, including this Change Order will be	$	3,257,690.44
The Contract Completion date prior to this Change Order was		17-Jan-25
The Contract Time will be adjusted by		0 Days
The new Contract Completion date, including this Change Order is therefore		17-Jan-25

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:

Net Positive Engineers
5 River Park Place East, Suite 303, Fresno, CA 93720

ARCHITECT/ENGINEER:

By: Jon Schlundt

Date: 10/8/2024

Accepted by:

Strategic Mechanical
4661 E Commerce Ave, Fresno, CA 93725

CONTRACTOR:

Digitally signed by Chad Petty
Date: 2024.10.08 15:09:04-07'00'

By: Chad Petty

Date:

Authorized by:

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

OWNER:

By: Alex Belanger

Date: 10/14/2024

Fresno Unified School District

CHANGE ORDER

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

Item 1-01

DESCRIPTION OF CHANGE:
Provide all labor, materials and equipment to install a new Johnson Controls FX80 JACE controller, Local Operating Network Module and RS485 card at the existing RX40 JACE panel in the South Gym.

REASON FOR CHANGE:
The project documents called for the existing controller to be removed and did not include a new replacement JACE controller. Removing the existing controller would cause communication loss to the existing chillers that serve the site.

CHANGE CATEGORY:
Designer E&O

DOCUMENT REFERENCE:
RFC 002
RFI 13

Amount of this Change Order Item:	**Increase $**	**11,116.60**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-02

DESCRIPTION OF CHANGE:
Provide electrical power to the HVAC control valves in the South Gym Coaches Office.

REASON FOR CHANGE:
In the course of construction it was discovered that the existing controls in the coaches office were pneumatic. It was necessary to replace the pneumatic controls with mechanical, which required electrical power.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
RFC 003
RFI 15

Amount of this Change Order Item:	**Increase $**	**1,155.88**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 1-03

DESCRIPTION OF CHANGE:
Provide all labor, materials, and equipment as required to upgrade the existing HVAC controls to Johnson controls in the South Gym Locker Rooms.

REASON FOR CHANGE:
In the course of construction it was discovered that the existing controls in the South Gym Locker Rooms were manual. It was necessary to upgrade the pneumatic controls to District standard to allow EMS control.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
RFC 006

Amount of this Change Order Item:	**Increase**	**$15,933.04**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-04

DESCRIPTION OF CHANGE:
Provide vented panels for the Exhaust Fan Variable Frequency Drive (VFD) enclosures.

REASON FOR CHANGE:
The VFD's required additional venting to avoid overheating. Vents will allow for better ventilation and mitigate damage due to extreme heat.

CHANGE CATEGORY:
Designer E&O

DOCUMENT REFERENCE:
RFC 007
RFI 34

Amount of this Change Order Item:	**Increase $**	**1,022.40**
Time adjustment by this Change Order Item:	**Increase**	**0 Days**

Fresno Unified School District

CHANGE ORDER

Item 1-05

DESCRIPTION OF CHANGE:
Provide all labor, materials and equipment as required to install two additional fused disconnect switches for the powered exhaust units on HC A2, and H3.

REASON FOR CHANGE:
The project documents do not show a fused disconnect between the power source and the powered exhaust units. Fused disconnects are necessary to provide overcurrent protection and to use as a method to temporarily disconnect power for maintenance.

CHANGE CATEGORY:
Designer E&O

DOCUMENT REFERENCE:
RFC 008
RFI 036

Amount of this Change Order Item:	**Increase $**	**2,078.00**
Time adjustment by this Change Order Item:	**Increase**	**0 Days**

Item 1-06

DESCRIPTION OF CHANGE:
Provide all labor, materials and equipment as required to upgrade the existing HVAC controls to Johnson controls in the Girls Locker Room located in the South Gym.

REASON FOR CHANGE:
During construction it was discovered that the existing controls in the South Gym Girls Locker Room were manual only. It is necessary to upgrade the pneumatic controls to District standards to allow EMS control.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
RFC 009

Amount of this Change Order Item:	**Increase $**	**22,615.33**
Time adjustment by this Change Order Item:	**Increase**	**0 Days**

Fresno Unified School District

CHANGE ORDER

Item 1-07

DESCRIPTION OF CHANGE:
Install owner provided scoreboard in the South Gym.

REASON FOR CHANGE:
The existing scoreboard in the South Gym was not functioning properly and needed to be replaced.

CHANGE CATEGORY:
District requested

DOCUMENT REFERENCE:
RFC 005

Amount of this Change Order Item:	**Increase**	**$**	**1,393.92**
Time adjustment by this Change Order Item:	**Increase**		**0 Days**

Item 1-08

DESCRIPTION OF CHANGE:
Install three (3) additional Duct Smoke Detectors (DSD) and wiring to monitor the components through the new Fire Alarm System at the South Gym.

REASON FOR CHANGE:
During the installation of the new Fire Alarm System it was discovered that the field conditions did not reflect the record drawings and therefore the missing components were not addressed on the new South Gym plans. To ensure proper operation of the system and meet all Fire Safety regulation three (3) new Duct Smoke Detectors are required to be added and installed.

CHANGE CATEGORY:
Designer E&O.

DOCUMENT REFERENCE:
RFC 010
RFI 038

Amount of this Change Order Item:	**Increase**	**$**	**12,934.55**
Time adjustment by this Change Order Item:	**Increase**		**0 Days**

Fresno Unified School District

CHANGE ORDER

Item 1-09

DESCRIPTION OF CHANGE:
At the North Gym Chiller Yard, replace leaking backflow regulator with a new backflow preventer for the hydronic make-up water system.

REASON FOR CHANGE:
The existing make-up water strainer valve is disintegrated and the backflow preventer requires major service to make fully operational.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
RFC 011

Amount of this Change Order Item:	**Increase**	**$**	**1,587.33**
Time adjustment by this Change Order Item:	**Increase**		**0 Days**

Item 1-10

DESCRIPTION OF CHANGE:
Install a 120V receptacle near Exhaust Fans No. 1 and No. 2.

REASON FOR CHANGE:
During construction it was discovered that the existing receptacle, wiring, and conduit had been previously demolished. A rooftop receptacle is required to service Exhaust Fan 1 and Exhaust Fan 2.

CHANGE CATEGORY:
Designer E&O.

DOCUMENT REFERENCE:
RFC 012
RFI 39

Amount of this Change Order Item:	**Increase**	**$**	**2,734.39**
Time adjustment by this Change Order Item:	**Increase**		**0 Days**

Fresno Unified School District

CHANGE ORDER

Item 1-11

DESCRIPTION OF CHANGE:
In the South Gym Girls Locker Room, integrate the existing boiler into the new Johnson Energy Management System (EMS) controls. Provide new conduit pathways and communications wiring from the Fulton Boiler to the new Johnson Controls panel.

REASON FOR CHANGE:
Existing issues with the boiler have forced the District to manually run the boilers. The District has requested that the existing Fulton boiler control panel be removed and replaced with a new panel which will be controlled through the Energy Management System.

CHANGE CATEGORY:
District requested

DOCUMENT REFERENCE:
RFC 013
RFI 41

Amount of this Change Order Item:	**Increase**	**$ 20,119.00**
Time adjustment by this Change Order Item:	**Increase**	**0 Days**

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$ 92,690.44**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**0 Days**

***** End of CHANGE ORDER *****

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: Bullard Gyms HVAC

DSA #: 02-121206

BID #: 24-31

Date: 10/4/24

Contractor: Stratigic Mech

Architect: Net+

Change Order: 1

Contract Summary:

Bid Award Amount(s)

Base Bid 2:	Bullard High South Gym	$ 1,235,000.00
Base Bid 1:	Bullard High North Gym	$ 1,930,000.00
Total Agreement Amount:		$ 3,165,000.00

Contract Adjustments:

Total Contract Amount $ 3,165,000.00

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total
CO #001	$ 21,512.92		$ 41,291.58	$ 29,885.94		$ 92,690.44
Totals:	**$ 21,512.92** 0.7%	**$ -** 0.0%	**$ 41,291.58** 1.3%	**$ 29,885.94** 0.9%	**$ -** 0.0%	**$ 92,690.44**

$ 92,690.44 2.9%

Total Contract Amount with Adjustments **$ 3,257,690.44**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Multipurpose Room Audio/Visual Upgrades at Aynesworth, Calwa, Vang Pao, Webster, Yosemite

CHANGE ORDER No. : 001

DSA File No.: N/A

Application No.: N/A

CONTRACTOR :
EKC Enterprises, Inc.
5153 E Dakota Ave
Fresno, CA 93727

DESIGNER'S PROJECT No.: N/A

FUSD BID/CONTRACT No.: 24-49

CONTRACTOR P.O. No.: 804989A

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

The original Contract Sum was	$	330,093.00
Net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	330,093.00
The Contract Sum will be adjusted by	$	2281.65
The new Contract Sum, including this Change Order will be	$	332,374.65
The Contract Completion date prior to this Change Order was		10-Sept-2024
The Contract Time will be adjusted by		(130) Calendar Days
The new Contract Completion date, including this Change Order is therefore		18-Jan-2025

NOTE: *Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.*

Recommended by:	***Accepted by:***	***Authorized by:***
ARCHITECT/ENGINEER:	***CONTRACTOR:***	***OWNER:***
Teter Architects and Engineers	***EKC Enterprises, Inc.***	***Fresno Unified School District***
Digitally signed by Bryan A. Glass Date: 2024.12.03 07:17:32-08'00'	Mario Garcia	
By: Bryan Glass, PE	By: Mario Garcia, PM	By: Alex Belanger, Assoc. Supt.
Date: 12/03/24	Date: 11/26/24	Date: 12/5/24

Change Order Summary

Fresno Unified School District

CHANGE ORDER

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

Item 1-1 Yosemite ES – Permanent Projector Screen Power

DESCRIPTION OF CHANGE:

Refer to Drawing Sheet No. EE201, Note 4. Connect to existing branch circuit.

REASON FOR CHANGE:

Original electrical for projector screen was run temporarily, need permanent power installed.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

EKC Quote – 24-2679 - Electrical Installation– 10/17/24

Amount of this Change Order Item:	Increase: $1,521.45
Time adjustment by this Change Order Item:	Increase: (5) Calendar Days

Item 1-2 Aynesworth ES – Permanent Projector Power

DESCRIPTION OF CHANGE:

Refer to Drawing Sheet No. EA200, Note 1. Remove existing receptacle and branch circuit wire to next junction box.

REASON FOR CHANGE:

Original electrical for projector was run temporarily, need permanent install.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

EKC Quote - 24-2681 - Electrical Conduit for Projector – 10/17/24

Amount of this Change Order Item:	Increase: $760.20
Time adjustment by this Change Order Item:	Increase: (5) Calendar Days

Item 1-3 Aynesworth, Calwa, Vang Pao, Webster, Yosemite – Audio Mixer Delay

DESCRIPTION OF CHANGE:

Delay in obtaining audio mixer

REASON FOR CHANGE:

Mixers ordered in April. Have been delayed multiple times by manufacturer.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

EKC P.O. # 24-1105LLC

Amount of this Change Order Item:	Increase: $0.00
Time adjustment by this Change Order Item:	Increase: (120) Calendar Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE: $2,281.65**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE: 130 Days**

***** End of CHANGE ORDER *****

Change Order Item Detail

Fresno Unified School District

Maintenance & Operations

Project Financial Summary

Project Name: *Multi-purpose Room Audio/Visual Upgrades at Various Sites (Group A)*
DSA #: N/A
BID #: 24-49

Date: 11/22/24
Contractor: EKC Enterprises Inc.
Architect: Teter
Change Order: 001

Contract Summary:

Bid Award Amount(s)

Base Bid:	$	330,093.00
Base Bid:	$	-
Additive Alternate 1:	$	-
Additive Alternate 2:	$	-
Additive Alternate 3:	$	-
Additive Alternate 4:	$	-
Total Agreement Amount:	$	**330,093.00**

Contract Adjustments:

Total Contract Amount $ 330,093.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total			
CO #001			$ -		$ 2,281.65				$ -		$ 2,281.65			
CO #002	$ -		$ -		$ -		$ -		$ -		$ -			
CO #003	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
Totals:	$ -	0%	$ -	0%	$ **2,281.65**	1%	$ -	0%	$ -	0%	$ **2,281.65**		$ **2,281.65**	0.7%

Total Contract Amount with Adjustments $ **332,374.65**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Multipurpose Room Audio/Visual Upgrades at
Columbia, Computech, Easterby, King, Kirk

CHANGE ORDER No. : 001

DSA File No.: N/A

Application No.: N/A

CONTRACTOR :
EKC Enterprises, Inc.
5153 E Dakota Ave
Fresno, CA 93727

DESIGNER'S PROJECT No.: N/A

FUSD BID/CONTRACT No.: 24-49

CONTRACTOR P.O. No.: 804989B

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

The original Contract Sum was	$	319,058.00
Net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	319,058.00
The Contract Sum will be adjusted by	$	1,020.60
The new Contract Sum, including this Change Order will be	$	320,078.60
The Contract Completion date prior to this Change Order was		10-Sept-2024
The Contract Time will be adjusted by		(130) Calendar Days
The new Contract Completion date, including this Change Order is therefore		18-Jan-2025

NOTE: *Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.*

Recommended by:	***Accepted by:***	***Authorized by:***
ARCHITECT/ENGINEER:	***CONTRACTOR:***	***OWNER:***
Teter Architects and Engineers	***EKC Enterprises, Inc.***	***Fresno Unified School District***
Digitally signed by Bryan A Glass Date: 2024.12.03 07:15:13-08'00'	Mario Garcia	
By: Bryan Glass, PE	By: Mario Garcia, PM	By: Alex Belanger, Assoc. Supt.
Date: 12/03/24	Date: 11/26/24	Date: 12/5/2024

Change Order Summary

Fresno Unified School District

CHANGE ORDER

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

Item 1-1 Kirk ES – Permanent Projector Power

DESCRIPTION OF CHANGE:

Refer to Drawing Sheet No. EJ200, Note 1. Remove existing receptacle and branch circuit wire to next junction box.

REASON FOR CHANGE:

Original electrical for projector was run temporarily, need permanent power installed.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

EKC Quote – 24-2715 - Electrical Conduit for Projector – 10/10/24

Amount of this Change Order Item:	Increase: $1,020.60
Time adjustment by this Change Order Item:	Increase: (10) Calendar Days

Item 1-2 Easterby, Columbia, Computech, King, Kirk – Audio Mixer Delay

DESCRIPTION OF CHANGE:

Delay in obtaining audio mixer

REASON FOR CHANGE:

Mixers ordered in April. Have been delayed multiple times by manufacturer.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

EKC P.O. # 24-1105LLC

Amount of this Change Order Item:	Increase: $0.00
Time adjustment by this Change Order Item:	Increase: (120) Calendar Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE: $1,020.60**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE: 130 Days**

*** End of CHANGE ORDER ***

Change Order Item Detail

Fresno Unified School District

Maintenance & Operations

Project Financial Summary

Project Name: *Multi-purpose Room Audio/Visual Upgrades at Various Sites (Group B)*
DSA #: N/A
BID #: 24-49

Date: 11/22/24
Contractor: EKC Enterprises Inc.
Architect: Teter
Change Order: 001

Contract Summary:

Bid Award Amount(s)

Base Bid:	$	319,058.00
Base Bid:	$	-
Additive Alternate 1:	$	-
Additive Alternate 2:	$	-
Additive Alternate 3:	$	-
Additive Alternate 4:	$	-
Total Agreement Amount:	**$**	**319,058.00**

Contract Adjustments:

Total Contract Amount $ 319,058.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total			
CO #001			$ -		$ 1,020.60				$ -		$ 1,020.60			
CO #002	$ -		$ -		$ -		$ -		$ -		$ -			
CO #003	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
Totals:	**$ -**	0%	**$ -**	0%	**$ 1,020.60**	0%	**$ -**	0%	**$ -**	0%	**$ 1,020.60**		**$ 1,020.60**	0.3%

Total Contract Amount with Adjustments **$ 320,078.60**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Multipurpose Room Audio/Visual Upgrades at
Anthony, Hidalgo, Mayfair, Viking, Wishon

CHANGE ORDER No. : 001

DSA File No.: N/A

Application No.: N/A

CONTRACTOR :
EKC Enterprises, Inc.
5153 E Dakota Ave
Fresno, CA 93727

DESIGNER'S PROJECT No.: N/A

FUSD BID/CONTRACT No.: 24-49

CONTRACTOR P.O. No.: 804989C

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

The original Contract Sum was	$	325,887.00
Net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	325,887.00
The Contract Sum will be adjusted by	$	2,568.30
The new Contract Sum, including this Change Order will be	$	328,455.30
The Contract Completion date prior to this Change Order was		10-Sept-2024
The Contract Time will be adjusted by		(130) Calendar Days
The new Contract Completion date, including this Change Order is therefore		18-Jan-2025

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:

ARCHITECT/ENGINEER:
Teter Architects and Engineers

Digitally signed by Bryan A. Glass
Date: 2024.12.09 10:09:28-08'00'

By: Bryan Glass, PE

Date: 12/09/24

Accepted by:

CONTRACTOR:
EKC Enterprises, Inc.

Mario Garcia

By: Mario Garcia, PM

Date: 11/26/24

Authorized by:

OWNER:
Fresno Unified School District

By: Alex Belanger, Assoc. Supt.

Date: 12/10/2024

Change Order Summary

Fresno Unified School District

CHANGE ORDER

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

Item 1-1 Mayfair ES – Permanent Projector Screen Power

DESCRIPTION OF CHANGE:

Refer to Drawing Sheet No. EM200, Note 2. Disconnect existing projector screen power connection. Preserve branch circuit wiring for reconnection.

REASON FOR CHANGE:

Original electrical for projector screen was run temporarily, need permanent power installed.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

EKC Quote – 24-2717 – Electrical and Conduit for Projector Screen - 10/17/24

Amount of this Change Order Item:	Increase: $1,319.85
Time adjustment by this Change Order Item:	Increase: (5) Calendar Days

Item 1-1 Viking ES – Permanent Projector Screen Power

DESCRIPTION OF CHANGE:

Refer to Drawing Sheet No. EN200, Note 2. Disconnect existing projector screen power connection. Preserve branch circuit wiring for reconnection.

REASON FOR CHANGE:

Original electrical for projector screen was run temporarily, need permanent power installed.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

EKC Quote – 24-2716 - Electrical Conduit for Projector Screen – 10/17/24

Amount of this Change Order Item:	Increase: $1,248.45
Time adjustment by this Change Order Item:	Increase: (5) Calendar Days

Item 1-3 Anthony, Hidalgo, Mayfair, Viking, Wishon – Audio Mixer Delay

DESCRIPTION OF CHANGE:

Delay in obtaining audio mixer

REASON FOR CHANGE:

Mixers ordered in April. Have been delayed multiple times by manufacturer.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

EKC P.O. # 24-1105LLC

Amount of this Change Order Item:	Increase: $0.00
Time adjustment by this Change Order Item:	Increase: (120) Calendar Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE:$2,568.30**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE: 130 Days**

***** End of CHANGE ORDER *****

Change Order Item Detail

Fresno Unified School District

Maintenance & Operations

Project Financial Summary

Project Name: *Multi-purpose Room Audio/Visual Upgrades at Various Sites (Group C)*
DSA #: N/A
BID #: 24-49

Date: 11/22/24
Contractor: EKC Enterprises Inc.
Architect: Teter
Change Order: 001

Contract Summary:

Bid Award Amount(s)

Base Bid:	$	325,887.00
Base Bid:	$	-
Additive Alternate 1:	$	-
Additive Alternate 2:	$	-
Additive Alternate 3:	$	-
Additive Alternate 4:	$	-
Total Agreement Amount:	$	**325,887.00**

Contract Adjustments:

Total Contract Amount $ 325,887.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total			
CO #001			$ -		$ 2,568.30				$ -		$ 2,568.30			
CO #002	$ -		$ -		$ -		$ -		$ -		$ -			
CO #003	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
Totals:	$ -	0%	$ -	0%	$ **2,568.30**	1%	$ -	0%	$ -	0%	$ **2,568.30**		$ **2,568.30**	0.8%

Total Contract Amount with Adjustments $ **328,455.30**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Multipurpose Room Audio/Visual Upgrades at
Baird, Eaton, Malloch, Pyle, Lowell

CHANGE ORDER No. : 001

DSA File No.: N/A

Application No.: N/A

CONTRACTOR :
EKC Enterprises, Inc.
5153 E Dakota Ave
Fresno, CA 93727

DESIGNER'S PROJECT No.: N/A

FUSD BID/CONTRACT No.: 24-49

CONTRACTOR P.O. No.: 804989D

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

The original Contract Sum was	$	321,496.00
Net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	321,496.00
The Contract Sum will be adjusted by	$	0.00
The new Contract Sum, including this Change Order will be	$	321,496.00
The Contract Completion date prior to this Change Order was		10-Sept-2024
The Contract Time will be adjusted by		(130) Calendar Days
The new Contract Completion date, including this Change Order is therefore		18-Jan-2025

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:

ARCHITECT/ENGINEER:
Teter Architects and Engineers

Digitally signed by Bryan A. Glass
Date: 2024.12.03 08:22:28 -08'00'

By: Bryan Glass, PE

Date: 12/03/24

Accepted by:

CONTRACTOR:
EKC Enterprises, Inc.

Mario Garcia

By: Mario Garcia, PM

Date: 11/26/24

Authorized by:

OWNER:
Fresno Unified School District

By: Alex Belanger, Assoc. Supt.

Date: 12/12/24

Change Order Summary

Fresno Unified School District

CHANGE ORDER

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

Item 1-1 Baird, Eaton, Malloch, Pyle, Lowell – Audio Mixer Delay

DESCRIPTION OF CHANGE:
Delay in obtaining audio mixer
REASON FOR CHANGE:
Mixers ordered in April. Have been delayed multiple times by manufacturer.
CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.
DOCUMENT REFERENCE:
EKC P.O. # 24-1105LLC

Amount of this Change Order Item:	Increase: $0.00
Time adjustment by this Change Order Item:	Increase: (130) Calendar Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE: $0.00**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE: 130 Days**

***** End of CHANGE ORDER *****

Change Order Item Detail

Fresno Unified School District

Maintenance & Operations

Project Financial Summary

Project Name: *Multi-purpose Room Audio/Visual Upgrades at Various Sites (Group D)*
DSA #: N/A
BID #: 24-49

Date: 11/22/24
Contractor: EKC Enterprises Inc.
Architect: Teter
Change Order: 001

Contract Summary:

Bid Award Amount(s)

Base Bid:	$	321,496.00
Base Bid:	$	-
Additive Alternate 1:	$	-
Additive Alternate 2:	$	-
Additive Alternate 3:	$	-
Additive Alternate 4:	$	-
Total Agreement Amount:	**$**	**321,496.00**

Contract Adjustments:

Total Contract Amount													$	321,496.00	
Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total				
CO #001			$ -		$ -				$ -		$ -				
CO #002	$ -		$ -		$ -		$ -		$ -		$ -				
CO #003	$ -		$ -		$ -		$ -		$ -		$ -				
	$ -		$ -		$ -		$ -		$ -		$ -				
	$ -		$ -		$ -		$ -		$ -		$ -				
	$ -		$ -		$ -		$ -		$ -		$ -				
Totals:	$ -	0%	$ -	0%	$ -	0%	$ -	0%	$ -	0%	$ -		$	-	0.0%
Total Contract Amount with Adjustments													**$**	**321,496.00**	

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Heaton ES Confidential Space Installation
1533 N San Pablo Ave
Fresno, CA 93728

CHANGE ORDER No. : 001

DSA File No. : 10-48

Application No. : 02-121765

CONTRACTOR :
BDM Inc
240 North 12th Ave Box 306
Hanford, CA 93230

DESIGNER'S PROJECT No. : 2305

FUSD BID/CONTRACT No. : 24-82

CONTRACTOR P.O. No. : 806253

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

The original Contract Sum was	$	1,250,785.00
Net change by previously authorized Change Orders	$	-
The Contract Sum prior to this Change Order was	$	1,250,785.00
The Contract Sum will be adjusted by	$	10,123.95
The new Contract Sum, including this Change Order will be	$	1,260,908.95
The Contract Completion date prior to this Change Order was		October 6th, 2024
The Contract Time will be adjusted by		(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore		October 6th, 2024

NOTE: *Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.*

Recommended by:	*Accepted by:*	*Authorized by:*
TAM Architects	**BDM Inc**	**Fresno Unified School District**
6781 N Palm Ave Ste 120	240 North 12th Ave Box 306	4600 N. Brawley
Fresno, CA 93704	Hanford, CA 93230	Fresno, CA 93722
ARCHITECT/ENGINEER:	*CONTRACTOR:*	*OWNER:*
By: Jared Ramirez, AIA	By: Lyle Bolte	By: Alex Belanger | Asst. Sup.
Date: 10/23/2024	Date: 11/26/2024	Date: 12/2/24

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract

Item 1-1

DESCRIPTION OF CHANGE:
Add concrete curb at south side of the new entry steps

REASON FOR CHANGE:
Concrete wall was not fully detailed in contract documents

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
ASI 002

Amount of this Change Order Item:	Increase $	1,736.45
Time adjustment by this Change Order Item:	Increase	0 Days

Item 1-2

DESCRIPTION OF CHANGE:
Revise door hardware at south side lobby interior door

REASON FOR CHANGE:
Incorrect hardware group shown on contract documents for single point of entry

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
ASI 004

Amount of this Change Order Item:	Increase $	577.50
Time adjustment by this Change Order Item:	Increase	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE $**	**-**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**0 DAYS**

*** End of CHANGE ORDER ***

Fresno Unified School District

CHANGE ORDER

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

Item 1-3

DESCRIPTION OF CHANGE:

Repair damaged storm drain line and reroute away from new CMU footing. The contractor cost of $2,431.00 will come out of the project allowance for "Unforeseen Underground".

REASON FOR CHANGE:

Existing damaged storm drain pipe needed to be prepare under existing concrete sidewalk

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

RFI 07.1

Amount of this Change Order Item:	Increase $	-
Time adjustment by this Change Order Item:	Increase	0 Days

Item 1-4

DESCRIPTION OF CHANGE:

Fabricate and install new plastic laminate countertop and two applied end panels in the hallway. Install relocated shelving unit in Workroom P7.

REASON FOR CHANGE:

The project documents showed the hallway casework to be removed. The site requested for it to remain. New end panels were fabricated & it was reinstalled. The site requested to relocate shelving to the South wall in P7

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

ASI 003

Amount of this Change Order Item:	Increase $	7,810.00
Time adjustment by this Change Order Item:	Increase	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE $**	**10,123.95**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**0 DAYS**

*** End of CHANGE ORDER ***

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: Heaton Confidential Space Project

DSA #: 02-121765

BID #: 24-82

Date: 12/10/24

Contractor: BDM Construction

Architect: TAM Architects

Change Order: 1

Contract Summary:

Bid Award Amount(s)

Base Bid:		$ 1,195,785.00
Unforseen Infrastructure Conflicts Allowance	N/A	$ 55,000.00
Additive Alternate 2:	N/A	$ -
Additive Alternate 3:	N/A	$ -
Additive Alternate 4:	N/A	$ -
Total Agreement Amount:		$ 1,250,785.00

Contract Adjustments:

Total Contract Amount $ 1,250,785.00

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total	
Change Order 1	$ 7,810.00	$ -		$ 2,313.95	$ -	$ 10,123.95	
Totals:	**$ 7,810.00** 0.6%	$ - 0.0%	$ - 0.0%	**$ 2,313.95** 0.2%	$ - 0.0%	**$ 10,123.95**	**$ 10,123.95** 0.8%

Total Contract Amount with Adjustments **$ 1,260,908.95**

Unforseen Allowance Summary:

Total Contract Allowance Amount $ 55,000.00

Contract Allowance Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total	
		$ -	$ 2,431.00		$ -	$ -	
Totals:	$ - 0.0%	$ - 0.0%	**$ 2,431.00** 24.0%	$ - 0.0%	$ - 0.0%	$ -	**$ 2,431.00**

Total Contract Available Allowance Amount with Adjustments **$ 52,569.00**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Gaston Middle School - Sitework & Portable Improvement
1100 E. Church Avenue
Fresno, CA 93706

CHANGE ORDER No. :	004
DSA File No. :	10-48
Application No. :	02-122217

CONTRACTOR :
BG Builders
3366 W. Sussex
Fresno, CA 93722

DESIGNER'S PROJECT No. :	22310-E-01
FUSD BID/CONTRACT No. :	24-87
CONTRACTOR P.O. No. :	806196A

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

The original Contract Sum was	$	938,700.00
Net change by previously authorized Change Orders	$	64,154.01
The Contract Sum prior to this Change Order was	$	1,002,854.01
The Contract Sum will be adjusted by	$	(24,885.17)
The new Contract Sum, including this Change Order will be	$	977,968.84
The Contract Completion date prior to this Change Order was		26-Sep-24
The Contract Time will be adjusted by		0 Calendar Days
The new Contract Completion date, including this Change Order is therefore		26-Sep-24

NOTE: *Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.*

Recommended by:	***Accepted by:***	***Authorized by:***
SGPA Architecture & Planning 3599 Sueldo Street, Suite	**GC Builders** 3366 W. Sussex Fresno, CA 93722	**Fresno Unified School District** 4600 N. Brawley Fresno, CA 93722
ARCHITECT/ENGINEER:	***CONTRACTOR:***	***OWNER:***
Victoria Gray	Gerardo Campos	
By: Victoria Gray, SGPA	By: Gerardo Campos, CEO	By: Alex Belanger | Chief Executive
Date: 12/23/2024	Date: 12-23-24	Date: 12/30/2024

Fresno Unified School District

CHANGE ORDER

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

Item 4-1

DESCRIPTION OF CHANGE:
Remove roller shades at windows, install Assisted Listening System signage in Conference Room, and add interior wall patchback and finish.

REASON FOR CHANGE:
The project documents did not reflect the changes required by DSA comments during backcheck.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
COIR 7 - COR 6, Addendum 005A

Amount of this Change Order Item:	**Increase $**	**2,497.68**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 4-2

DESCRIPTION OF CHANGE:
Provide credit for decomposed granite south and west of the new office portable building.

REASON FOR CHANGE:
District requested to remove scope of work associated with decomposed granite installation.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
COIR 13 - COR 17

Amount of this Change Order Item:	**Decrease $**	**26,015.00**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 4-3

DESCRIPTION OF CHANGE:
Provide all labor, materials and equipment as required to provide the FUSD fiber optic requirements for 6-strand single and multi-mode fiber.
REASON FOR CHANGE:
FUSD standard for fiber optic cabling was changed per meeting with FUSD IT Department.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
COIR 16 - COR 19, CCD 011(B)

Amount of this Change Order Item:	**Decrease**	**$ 1,175.36**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 4-4

DESCRIPTION OF CHANGE:
Provide all labor, materials and equipment as required to install an exterior building wall pack in lieu of the relocated light pole.
REASON FOR CHANGE:
District request to utilize wall pack to minimize demolition and construction scope through adjacent fire lane.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
COIR 17 - COR 21, CCD 009(A)

Amount of this Change Order Item:	**Decrease**	**$ 192.49**
Time adjustment by this Change Order Item:	**Increase**	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**DECREASE**	**$ 24,885.17**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**0 DAYS**

***** End of CHANGE ORDER *****

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: *Gaston MS Sitework and Portable Improve*

DSA #: 02-122217

BID #: 24-87

Date: 12/30/24

Contractor: GC Builders

Architect: SGPA Architcts

Change Order: 04

Contract Summary:

Bid Award Amount(s)		
Base Bid:	$	938,700.00
Total Agreement Amount:	**$**	**938,700.00**

Contract Adjustments:

Total Contract Amount														$	938,700.00	
Contract Adjustments:	**District Requested**		**Governing agency req'd change post-bid**		**Unknown, unforeseen, hidden**		**Designer E & O**		**District/Designer**		**Total**					
CO #001	$	(1,729.79)			$	17,446.00					$	15,716.21				
CO #002					$	14,603.75					$	14,603.75				
CO #003	$	(2,807.61)			$	22,970.96	$	12,146.10	$	1,524.60	$	33,834.05				
CO #004	$	(27,382.85)					$	2,497.68			$	(24,885.17)				
											$	-				
											$	-		$	39,268.84	
Totals:	**$**	**(31,920.25)**	**-3%**	**$** -	**0%**	**$**	**55,020.71**	**6%**	**$**	**14,643.78**	**2%**	**$**	**1,524.60**	**0%**	**$**	**39,268.84**	**$**	**39,268.84**	**4.2%**
Total Contract Amount with Adjustments															**$**	**977,968.84**		

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 12, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Ratify the Filing of Notices of Completion

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

Bid 21-10, Ewing Elementary School Early Learning Building and Parking Lot Improvements

For Information Only

Original contract amount:	$ 4,189,000
Change Order(s) previously ratified:	$ - 88,774
Contract amount:	$ 4,100,226

Bid 22-21, Francine and Murray Farber Educational Campus

For Information Only

Original contract amount:	$ 47,847,268
Change Order(s) previously ratified:	$ 3,572,989
Contract amount:	$ 51,420,257

Bid 24-96 Sections A, B, and C, King and Lincoln Elementary Schools and Cesar Chavez Adult School Playground Equipment Replacement

For Information Only

Original contract amount:	$ 2,834,700
Change Order(s) previously ratified:	$ - 113,722
Contract amount:	$ 2,720,978

FINANCIAL SUMMARY: Retention funds are released in accordance with contract terms and California statutes.

PREPARED BY: Ann Loorz

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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

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

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:
Fresno Unified School District
Purchasing Department
4498 N. Brawley Avenue
Fresno, CA 93722

2022-0070186
FRESNO County Recorder
Paul Dictos, CPA
Thursday, May 26, 2022 08:48:49 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 **May 13, 2022**. The work done was **Buildings Construction and Parking Lot Improvements Bid No. 21-10.**
   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:
   Divcon Inc. 2882 Larkin Avenue, Suite B, Clovis, Ca 93612 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:
   Ewing Elementary School 873 E. Olive Ave., Fresno, CA 93727 DSA No.: 02-117886

Date: **May 25, 2022**

Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

VERIFICATION
I, the undersigned say: I am the Executive Director of Purchasing the declarant of the foregoing notice of completion (and acceptance); I have read said notice of completion (and acceptance) and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 25, 2022 at Fresno,

Ann Loorz, 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

2025-0001845

FRESNO County Recorder
Paul Dictos, CPA
Wednesday, Jan 08, 2025 03:50:33 PM

Titles: 1	Pages: 1
Fees:	$0.00
CA SB2 Fee:	$0.00
Taxes:	$0.00
Total:	$0.00

FRESNO UNIFIED SCHOOL DISTRICT

NOTICE OF COMPLETION (AND ACCEPTANCE)

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

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:

2. The full name of the owner is **FRESNO UNIFIED SCHOOL DISTRICT**

3. The full address of the owner is **2309 Tulare Street, Fresno, California 93721**

4. The nature of the interest or estate of the owner is: **IN FEE**

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

5. A work of improvement on the property hereinafter described was accepted/completed on **December 31, 2024.** The work done **Francine and Murray Farber Educational Campus, Bid No. 22-21.**
   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 February 18, 2022
   (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:
   Farber Educational Campus 720 S. 10th Ave., Fresno, CA 93702 DSA No.: 02-118895

Date: **January 8, 2025**

Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

VERIFICATION

I, the undersigned say: I am the Executive Director of Purchasing the declarant of the foregoing notice of completion (and acceptance); I have read said notice of completion (and acceptance) and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 8, 2025 at Fresno,

Ann Loorz, 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

2024-0117182
FRESNO County Recorder
Paul Dictos, CPA
Friday, Dec 20, 2024 09:36:41 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 **December 20, 2024**. The work done was **Playground Equipment Replacement, Bid 24-96 Sections A, B, and C.**
   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:
   GCB1, Inc. dba GC Builders **3003 N. Monroe Ave., Fresno, CA 93723** **June 21, 2024**
   (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: **December 20, 2024**

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 December 20, 2024 at Fresno,

Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

NOTICE OF COMPLETION (AND ACCEPTANCE) (Continued)

Bid No.: 24-96 Sections A, B, and C General Contractor: GCB1, Inc. dba GC Builders
Project Name: King and Lincoln Elementary Schools and Cesar Chavez Adult School Playground Equipment Replacement

King Elementary School	**1001 E. Florence Ave., Fresno, CA 93706**	**DSA No.: 02-122301**
Lincoln Elementary School	**1100 Mono St., Fresno, CA 93706**	**DSA No.: 02-122430**
Cesar Chavez Adult School	**2500 Stanislaus St., Fresno, CA 93721**	**DSA No.: 02-122304**

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 12, 2025

ACTION REQUESTED: RATIFY

TITLE AND SUBJECT: Ratify Purchase Orders from November 01, 2024, through November 30, 2024–Primary Report

ITEM DESCRIPTION: Included in the Board binders is information on purchase orders issued from November 01, 2024, through November 30, 2024. Purchase orders for $10,000 or more are presented first, followed by purchase orders for less than $10,000. A list of purchase orders issued for Associated Student Body (ASB) accounts is also provided.

Two agenda items are presented to ratify purchase orders. The first item includes the Primary Report with all purchase orders issued during the reported dates with the exception of those that may present a potential conflict of interest for an individual Board member. All remaining purchase orders are in the Supplemental Report and presented as a second agenda item.

By segregating purchase orders in this manner, Board members with potential conflicts of interest can abstain from taking action on the Supplemental Report while still voting along with the rest of the Board on the Primary Report.

Please be advised that pursuant to Board Bylaw 9270, each individual Board member has a continuing duty to disclose and abstain from voting on any item where the potential for a conflict of interest exists.

FINANCIAL SUMMARY: Funding is noted in the support material.

PREPARED BY: Ann Loorz

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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

THE FOLLOWING PURCHASE ORDERS ARE FOR $10,000 OR MORE

PURCHASE ORDERS DATED
NOVEMBER 1, 2024 TO NOVEMBER 30, 2024
RATIFICATION DATE FEBRUARY 12, 2025

VENDOR/AUTHORITY	DEPT	PO NUMBER	FUND	UNIT	AMOUNT
5 STAR STUDENTS	0791	25010607	060	2600	$10,800.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
AMAZON CAPITAL SERVICES	0155	25010378	030	0113	$32,010.00
BOE 06/12/24 A-23 (PIGGYBACK)					
AMAZON CAPITAL SERVICES	0235	25009560	060	2600	$10,000.00
BOE 06/12/24 A-23 (PIGGYBACK)					
AMAZON CAPITAL SERVICES	0240	25002000	030	0128	$20,000.00
BOE 06/12/24 A-23 (PIGGYBACK)					
AMAZON CAPITAL SERVICES	0420	25009618	030	0113	$31,237.00
BOE 06/12/24 A-23 (PIGGYBACK)					
AMAZON CAPITAL SERVICES	0810	25010215	030	0641	$25,830.00
BOE 06/12/24 A-23 (PIGGYBACK)					
AMG & ASSOCIATES, INC.	1005	743100A	350	0913	$150,783.56
BID 22-01					
ART'S CONSTRUCTION COMPANY, INC.	0919	25009304	060	8150	$14,690.00
BOE 01/08/14 A-10 (CUPCCAA)					
ART'S CONSTRUCTION COMPANY, INC.	0919	25009311	060	8150	$23,430.00
BOE 01/08/14 A-10 (CUPCCAA)					
ART'S CONSTRUCTION COMPANY, INC.	0919	25009333	060	8150	$22,590.00
BOE 01/08/14 A-10 (CUPCCAA)					
ART'S CONSTRUCTION COMPANY, INC.	0919	25009764	060	8150	$14,675.00
BOE 01/08/14 A-10 (CUPCCAA)					
ART'S CONSTRUCTION COMPANY, INC.	0919	25009765	060	8150	$16,790.00
BOE 01/08/14 A-10 (CUPCCAA)					
ART'S CONSTRUCTION COMPANY, INC.	0919	25009766	060	8150	$24,815.00
BOE 01/08/14 A-10 (CUPCCAA)					
ART'S CONSTRUCTION COMPANY, INC.	0919	25009767	060	8150	$22,620.00
BOE 01/08/14 A-10 (CUPCCAA)					
ART'S CONSTRUCTION COMPANY, INC.	0919	25009768	060	8150	$22,145.00
BOE 01/08/14 A-10 (CUPCCAA)					
ART'S CONSTRUCTION COMPANY, INC.	0919	25010466	060	8150	$24,270.00
BOE 01/08/14 A-10 (CUPCCAA)					
ATKINSON, ANDELSON, LOYA, RUUD AND ROMO	0875	25003879	030	0690	$240,000.00
BOE 06/20/24 A-23					
B & H PHOTO-VIDEO, INC.	0710	25009830	030	0152	$13,129.96
BOE 06/12/24 A-23 (PIGGYBACK)					
BETTER ENTERPRISES, INC.	1440	805167	060	3213	$26,709.15
BID 24-65					
BETTER FLOORING, INC.	1395	25009763	350	0917	$18,786.97
BOE 01/08/14 A-10 (CUPCCAA)					

BRIGHTVIEW LANDSCAPE SERVICES, INC.	1920	25010263	030	0734	$12,878.00
RFQ 23-53					
BRIGHTVIEW LANDSCAPE SERVICES, INC.	1920	25010270	030	0734	$11,582.00
RFQ 23-53					
CALVIN CREST CAMP	0725	25009680	030	0173	$65,435.00
BOE 06/20/24 B-55 (BUNDLED CONTRACTS)					
CAMBIUM LEARNING, INC.	0617	25009743	060	7435	$10,736.72
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
CAMP OAKHURST, INC.	0725	25009679	030	0173	$22,304.78
BOE 06/20/24 B-55 (BUNDLED CONTRACTS)					
CDW GOVERNMENT, INC.	0145	25010299	060	4124	$13,931.66
BOE 06/12/24 A-23 (PIGGYBACK)					
CDW GOVERNMENT, INC.	0888	25009441	030	0143	$2,422,437.50
BOE 06/12/24 A-23 (PIGGYBACK)					
CDW GOVERNMENT, INC.	0888	25010297	030	0149	$366,507.48
BOE 06/12/24 A-23 (PIGGYBACK)					
CDW GOVERNMENT, INC.	0888	25010298	030	0143	$31,150.63
BOE 06/12/24 A-23 (PIGGYBACK)					
CEFERINO DOLORES LOPEZ	0919	25009339	060	8150	$14,850.00
BOE 01/08/14 A-10 (CUPCCAA)					
CEFERINO DOLORES LOPEZ	0919	25009340	060	8150	$14,850.00
BOE 01/08/14 A-10 (CUPCCAA)					
CENCAL SERVICES, INC.	0924	25010092	060	8150	$11,500.00
BOE 01/08/14 A-10 (CUPCCAA)					
CENTRAL CALIFORNIA AMATEUR ARBITERS PAY	0725	25005206	030	0172	$67,000.00
BOE 08/14/24 A-7					
CENTRAL SANITARY SUPPLY CO., INC.	1891	25010106	030	0716	$64,630.78
BOE 06/12/24 A-23 (PIGGYBACK)					
CENTRAL SANITARY SUPPLY CO., INC.	1910	25010175	130	5310	$23,357.61
BOE 06/12/2024 A-23 (PIGGYBACK)					
CENTRAL SANITARY SUPPLY CO., INC.	1910	25010182	130	5310	$19,816.56
BOE 06/12/24 A-23 (PIGGYBACK)					
CHILDREN'S PLUS, INC.	0310	25009872	030	0625	$10,996.16
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
CHILDS AND CO., INC.	0919	25009254	060	8150	$12,525.00
BELOW BID LIMIT (PCC 20111)					
CIELO CREATIVE STUDIO, LLC	0700	25009220	060	7810	$14,900.00
RFQ 23-30					
CKEPUSA, LLC	1910	25009884	130	5310	$13,413.73
BOE 06/12/24 A-23 (PIGGYBACK)					
CKEPUSA, LLC	1910	25009901	130	5310	$13,413.73
BOE 06/12/24 A-23 (PIGGYBACK)					
CLAY MIX	0421	25009732	060	6770	$13,000.00
BELOW BID LIMIT (PCC 20111)					
COLE ELECTRIC, LLC	1235	25009398	350	0917	$22,340.00
BOE 01/08/14 A-10 (CUPCCAA)					
COMMUNITY INITIATIVES	0852	25010189	060	6332	$21,184.22

COMMUNITY INITIATIVES	0852	25010189	060	6333	$59,315.78
BOE 08/14/24 A-7 (BUNDLED CONTRACTS)					
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	25010300	060	9021	$16,560.56
BOE 06/12/24 A-23 (PIGGYBACK)					
CONSTELLATION NEWENERGY, INC.	1920	2500211	030	0734	$12,000,000.00
PUBLIC UTILITIES (PCC 10103)					
CONSTRUCTION UNLIMITED SOLUTIONS, INC.	1561	25009406	350	0913	$10,465.00
BOE 01/08/14 A-10 (CUPCCAA)					
CORE BUSINESS INTERIORS, INC.	1100	25010330	350	0917	$26,309.91
BOE 06/12/24 A-23 (PIGGYBACK)					
CORE BUSINESS INTERIORS, INC.	1285	25010414	350	0913	$24,261.33
BOE 06/12/24 A-23 (PIGGYBACK)					
CORE BUSINESS INTERIORS, INC.	1415	25010197	350	0917	$49,451.36
BOE 06/12/24 A-23 (PIGGYBACK)					
CORE BUSINESS INTERIORS, INC.	1421	25010341	350	0912	$107,923.61
BOE 06/12/24 A-23 (PIGGYBACK)					
CORE BUSINESS INTERIORS, INC.	1575	25010323	350	0917	$22,138.30
BOE 06/12/24 A-23 (PIGGYBACK)					
CORE DISTRICTS	0810	25010532	030	0188	$235,000.00
BOE 09/11/24 A-8					
CORWIN PRESS	0340	25010211	060	7399	$37,500.00
RFQ 23-30					
CORWIN PRESS	0460	25010377	060	7399	$44,000.00
RFQ 23-30					
CRESCO	1910	25009851	130	5310	$13,627.62
BELOW BID LIMIT (PCC 20111)					
DAVIS MORENO CONSTRUCTION, INC.	1150	775008	350	0916	$20,964.05
BID 23-23					
DAVIS MORENO CONSTRUCTION, INC.	1330	801806	060	3213	$61,673.33
BID 24-60					
DAVIS MORENO CONSTRUCTION, INC.	1561	751875	350	0913	$210,449.33
BID 22-21					
DEMCO, INC.	0240	25009772	060	6770	$32,896.56
BOE 06/12/24 A-23 (PIGGYBACK)					
DEVELOPMENT GROUP, INC	0791	25008435	060	2600	$49,538.41
RESOLUTION 23-26					
DEVELOPMENT GROUP, INC.	1185	25009454	350	0913	$14,920.49
RESOLUTION 23-26					
DEVELOPMENT GROUP, INC.	1421	25009697	350	0912	$15,970.24
RESOLUTION 23-26					
DEVELOPMENT GROUP, INC.	1561	25009698	350	0917	$17,842.69
RESOLUTION 23-26					
DIESTEL TURKEY RANCH	1910	25009796	130	5310	$114,500.00
BELOW BID LIMIT (PCC 20111)					
DONALD KEITH CAPPELLUTI	0791	25010054	060	2600	$60,000.00
RFQ 23-21S					
DUMONT PRINTING, INC.	0765	25010067	120	5059	$41,226.11

RFQ 23-21					
DUMONT PRINTING, INC.	0765	25010074	060	9021	$21,323.99
RFQ 23-21					
EDUARDO LOPEZ	1255	25010089	350	0913	$20,000.00
BOE 01/08/14 A-10 (CUPCCAA)					
EDUARDO LOPEZ	1285	25009478	350	0913	$18,500.00
BOE 01/08/14 A-10 (CUPCCAA)					
EDUARDO LOPEZ	1796	25009437	350	0917	$13,300.00
BOE 01/08/14 A-10 (CUPCCAA)					
EDUCATION AND LEADERSHIP FOUNDATION	0235	25010372	030	7091	$31,769.58
RFQ 23-30					
EKC ENTERPRISES, INC.	1575	25010536	350	0917	$24,417.23
BOE 01/08/14 A-10 (CUPCCAA)					
ESTRELLITA	0758	25009604	030	0117	$16,167.14
ESTRELLITA	0758	25009604	060	7435	$10,778.08
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
EXPO, INC.	0852	25008168A	030	0679	$12,495.00
BELOW BID LIMIT (PCC 20111)					
FAGEN, FRIEDMAN, AND FULFROST	0875	25003880	030	0690	$200,000.00
BOE 06/20/24 A-23					
FASTENERS, INC.	0919	2501017	060	8150	$28,000.00
BELOW BID LIMIT (PCC 20111)					
FERGUSON ENTERPRISES, INC.	0919	25009682	060	8150	$20,492.61
BELOW BID LIMIT (PCC 20111)					
FOCUS 5, INC.	0727	25010652	060	6770	$360,000.00
RFQ 23-30					
FRESNO COUNTY SUPERINTENDENT OF SCHOOLS	0755	25008954	030	0189	$18,655.00
INTERAGENCY (PCC 10335)					
GCB1, INC. DBA GC BUILDERS	1145	25009921	350	0917	$19,800.00
BOE 01/08/14 A-10 (CUPCCAA)					
GCB1, INC. DBA GC BUILDERS	1385	791537	350	0917	$30,838.00
BID 24-16					
GCB1, INC. DBA GC BUILDERS	1475	805238	060	3213	$130,193.33
BID 24-51					
GOLD STAR FOODS, INC.	0005	25010538	130	5370	$42,130.70
RFP 23-40					
GOLD STAR FOODS, INC.	0015	25010542	130	5370	$23,145.22
RFP 23-40					
GOLD STAR FOODS, INC.	0020	25010544	130	5370	$29,544.82
RFP 23-40					
GOLD STAR FOODS, INC.	0025	25010549	130	5370	$29,331.50
RFP 23-40					
GOLD STAR FOODS, INC.	0035	25010552	130	5370	$35,784.43
RFP 23-40					
GOLD STAR FOODS, INC.	0070	25010559	130	5370	$39,624.19
RFP 23-40					
GOLD STAR FOODS, INC.	0075	25010569	130	5370	$32,317.98

RFP 23-40					
GOLD STAR FOODS, INC.	0090	25010576	130	5370	$39,890.84
RFP 23-40					
GOLD STAR FOODS, INC.	0095	25010578	130	5370	$31,464.70
RFP 23-40					
GOLD STAR FOODS, INC.	0120	25010580	130	5370	$25,598.40
RFP 23-40					
GOLD STAR FOODS, INC.	0135	25010582	130	5370	$35,091.14
RFP 23-40					
GOLD STAR FOODS, INC.	0150	25010584	130	5370	$41,544.07
RFP 23-40					
GOLD STAR FOODS, INC.	0155	25010586	130	5370	$48,316.98
RFP 23-40					
GOLD STAR FOODS, INC.	0160	25010588	130	5370	$33,704.56
RFP 23-40					
GOLD STAR FOODS, INC.	0175	25010590	130	5370	$26,185.03
RFP 23-40					
GOLD STAR FOODS, INC.	0208	25010593	130	5370	$44,690.54
RFP 23-40					
GOLD STAR FOODS, INC.	0210	25010594	130	5370	$30,718.08
RFP 23-40					
GOLD STAR FOODS, INC.	0215	25010596	130	5370	$32,371.31
RFP 23-40					
GOLD STAR FOODS, INC.	0220	25010598	130	5370	$21,971.96
RFP 23-40					
GOLD STAR FOODS, INC.	0225	25010601	130	5370	$29,171.51
RFP 23-40					
GOLD STAR FOODS, INC.	0250	25010611	130	5370	$17,972.21
RFP 23-40					
GOLD STAR FOODS, INC.	0255	25010612	130	5370	$23,731.85
RFP 23-40					
GOLD STAR FOODS, INC.	0260	25010613	130	5370	$31,571.36
RFP 23-40					
GOLD STAR FOODS, INC.	0270	25010615	130	5370	$23,465.20
RFP 23-40					
GOLD STAR FOODS, INC.	0285	25010617	130	5370	$34,824.49
RFP 23-40					
GOLD STAR FOODS, INC.	0290	25010619	130	5370	$31,038.06
RFP 23-40					
GOLD STAR FOODS, INC.	0295	25010621	130	5370	$38,077.62
RFP 23-40					
GOLD STAR FOODS, INC.	0305	25010622	130	5370	$42,450.68
RFP 23-40					
GOLD STAR FOODS, INC.	0310	25010624	130	5370	$28,104.91
RFP 23-40					
GOLD STAR FOODS, INC.	0315	25010541	130	5370	$17,332.25
RFP 23-40					

GOLD STAR FOODS, INC. RFP 23-40	0325	25010548	130	5370	$31,838.01
GOLD STAR FOODS, INC. RFP 23-40	0330	25010553	130	5370	$26,345.02
GOLD STAR FOODS, INC. RFP 23-40	0340	25010557	130	5370	$27,198.30
GOLD STAR FOODS, INC. RFP 23-40	0355	25010560	130	5370	$34,504.51
GOLD STAR FOODS, INC. RFP 23-40	0365	25010561	130	5370	$57,649.73
GOLD STAR FOODS, INC. RFP 23-40	0370	25010564	130	5370	$38,077.62
GOLD STAR FOODS, INC. RFP 23-40	0380	25010568	130	5370	$28,158.24
GOLD STAR FOODS, INC. RFP 23-40	0385	25010571	130	5370	$38,344.27
GOLD STAR FOODS, INC. RFP 23-40	0410	25010573	130	5370	$33,917.88
GOLD STAR FOODS, INC. RFP 23-40	0420	25010575	130	5370	$40,584.13
GOLD STAR FOODS, INC. RFP 23-40	0430	25010577	130	5370	$31,518.03
GOLD STAR FOODS, INC. RFP 23-40	0435	25010579	130	5370	$22,665.25
GOLD STAR FOODS, INC. RFP 23-40	0450	25010581	130	5370	$46,503.76
GOLD STAR FOODS, INC. RFP 23-40	0460	25010583	130	5370	$32,264.65
GOLD STAR FOODS, INC. RFP 23-40	0465	25010585	130	5370	$36,531.05
GOLD STAR FOODS, INC. RFP 23-40	0470	25010587	130	5370	$32,317.98
GOLD STAR FOODS, INC. RFP 23-40	0475	25010623	130	5370	$37,864.30
GOLD STAR FOODS, INC. RFP 23-40	0480	25010589	130	5370	$19,092.14
GOLD STAR FOODS, INC. RFP 23-40	0485	25010591	130	5370	$35,891.09
GOLD STAR FOODS, INC. RFP 23-40	0490	25010592	130	5370	$38,344.27
GOLD STAR FOODS, INC. RFP 23-40	0495	25010595	130	5370	$29,384.83
GOLD STAR FOODS, INC. RFP 23-40	0500	25010597	130	5370	$25,171.76
GOLD STAR FOODS, INC. RFP 23-40	0510	25010600	130	5370	$30,184.78
GOLD STAR FOODS, INC.	0530	25010602	130	5370	$31,198.05

RFP 23-40					
GOLD STAR FOODS, INC.	0535	25010604	130	5370	$40,210.82
RFP 23-40					
GOLD STAR FOODS, INC.	0550	25010614	130	5370	$33,064.60
RFP 23-40					
GOLD STAR FOODS, INC.	0565	25010618	130	5370	$38,770.91
RFP 23-40					
GOLD STAR FOODS, INC.	0567	25010620	130	5370	$44,637.21
RFP 23-40					
GOLD STAR FOODS, INC.	1910	25009263	130	5310	$40,303.20
BOE 06/12/24 A-23 (PIGGYBACK)					
GOLD STAR FOODS, INC.	1910	25009599	130	9074	$75,000.00
BOE 06/12/24 A-23 (PIGGYBACK)					
GOLDEN STATE PETERBILT	0710	25010265	060	6387	$76,191.63
VEHICLES (RESOLUTION 25-15)					
GOLDEN STATE PETERBILT	0710	25010269	060	6387	$22,864.91
VEHICLES (RESOLUTION 25-15)					
GOLDEN STATE PETERBILT	0710	25010273	060	6387	$48,020.63
VEHICLES (RESOLUTION 25-15)					
GRADUATE SERVICES, LTD	0240	25009620	030	7090	$23,571.57
RFQ 23-21S					
GRAINGER, INC.	0919	25010640	060	8150	$10,699.94
BOE 06/12/24 A-23 (PIGGYBACK)					
HAWTHORNE EDUCATIONAL SERVICES	0810	25010433	060	7085	$59,793.38
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
HBC ENTERPRISES	1950	25009461	350	0917	$24,289.00
BOE 01/08/14 A-10 (CUPCCAA)					
HBC ENTERPRISES	1950	2501419	350	0917	$47,146.75
BID 24-95					
HD SUPPLY FACILITIES MAINTENANCE, LTD	1891	25010655	030	0716	$78,012.00
RFP 22-07					
HEINEMANN PROFESSIONAL	0617	25009632	060	7435	$27,411.72
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
HIGH PERFORMANCE ACADEMY	0450	25010665	060	4129	$48,786.00
RFQ 23-30					
III INTERACTIVE, LLC	1891	25009771	030	0734	$14,900.00
BELOW BID LIMIT (PCC 20111)					
IXL LEARNING, INC.	0580	25009439	060	3010	$11,195.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
JNL MECHANICAL DESIGN	1120	25009777	350	0913	$18,500.00
RFQ 20-14					
JRG LEGAL CONSULTING A PROFESSIONAL CORPORATION	1787	25009866	030	0690	$43,000.00
RFQ 24-05S					
KNOWBE4, INC.	0885	25009944	030	0188	$139,370.00
BOE 10/23/24 C-13					
LAKESHORE LEARNING MATERIALS	0475	25009466	030	0624	$28,159.21

BOE 06/12/24 A-23 (PIGGYBACK)					
LARSON BROTHERS	0185	25009453	030	7090	$15,618.65
BELOW BID LIMIT (PCC 20111)					
LEARNING GENIE, INC.	0765	25009440	120	9055	$36,750.00
BELOW BID LIMIT (PCC 20111)					
LEGO EDUCATION	0710	25010315	030	0194	$328,194.86
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
LOWE'S	0710	25009255	060	6387	$15,872.84
BOE 06/12/24 A-23 (PIGGYBACK)					
LOWE'S	0710	25010352	030	0152	$10,253.60
BOE 06/12/24 A-23 (PIGGYBACK)					
MARJAREE MASON CENTER	0810	25009645	030	0141	$11,000.00
MARJAREE MASON CENTER	0810	25009645	030	0641	$88,975.00
BOE 08/14/24 A-7 (BUNDLED CONTRACTS)					
MARKO CONSTRUCTION GROUP, INC.	1561	796023	350	0917	$158,334.67
BID 24-18					
MATTHEW CAUDILLO	0925	25002090	030	7230	$30,000.00
BELOW BID LIMIT (PCC 20111)					
METEOR EDUCATION, LLC	0240	25009785	060	6770	$15,039.57
BOE 06/12/24 A-23 (PIGGYBACK)					
METEOR EDUCATION, LLC	0295	25009242	060	7399	$24,850.67
BOE 06/12/24 A-23 (PIGGYBACK)					
MINUTEMAN PRESS	0791	25009831	060	2600	$56,875.60
BOE 06/20/24 B-55 (BUNDLED CONTRACTS)					
MORRISON TIMING SCREW COMPANY	1910	778475A	130	5310	$17,000.00
RFP 23-20 GROUP 4					
NANCY AKHAVAN CONSULTING, INC.	0230	25806252A	030	0124	$5,100.00
NANCY AKHAVAN CONSULTING, INC.	0230	25806252A	060	3010	$24,900.00
RFQ 23-30					
NEW ENGLAND SHEET METAL AND MECHANICAL CO.	0919	25004462	060	8150	$15,806.60
BOE 01/08/14 A-10 (CUPCCAA)					
NEW ENGLAND SHEET METAL AND MECHANICAL CO.	0919	25004889	060	8150	$14,437.40
BOE 01/08/14 A-10 (CUPCCAA)					
NEW ENGLAND SHEET METAL AND MECHANICAL CO.	0919	25006867	060	8150	$20,052.00
BOE 01/08/14 A-10 (CUPCCAA)					
NEW ENGLAND SHEET METAL AND MECHANICAL CO.	0919	25009783	060	8150	$17,613.37
BELOW BID LIMIT (PCC 20111)					
NEW ENGLAND SHEET METAL AND MECHANICAL CO.	0919	25009793	060	8150	$17,772.14
BELOW BID LIMIT (PCC 20111)					
NEXT GEN MATH, LLC	0070	25010110	030	7090	$11,800.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
NICHOLAS JEFFREY WOLFF	1421	25010317	350	0917	$156,251.37
INFORMAL BID 1421- 00099					
NISH-KO, INC.	1920	805545B	030	0734	$26,710.00
BID 24-78					
ODP BUSINESS SOLUTIONS, LLC	0895	OD25000920	030	0716	$30,744.02
BOE 06/12/24 A-23 (PIGGYBACK)					

P & R PAPER SUPPLY CO.	1910	25010183	130	5310	$33,941.72
BOE 09/11/24 A-12 (PIGGYBACK)					
PAPER PULP AND FILM, INC.	1910	25010186	130	5310	$37,835.82
MICRO-PURCHASE (RESOLUTION 24-52)					
PLATINUM GROUP, THE	1910	25009626	130	5310	$41,197.20
BID 24-64					
PLATINUM GROUP, THE	1910	25010070	130	5310	$43,680.00
BID 23-27					
PLATINUM GROUP, THE	1910	25010188	130	5310	$104,832.00
BID 23-27					
PLATINUM GROUP, THE	1910	25010239	130	5310	$49,500.00
MICRO-PURCHASE (RESOLUTION 24-52)					
POCKET NURSE MEDICAL SUPPLIES	0710	25009538	030	0152	$15,331.39
BELOW BID LIMIT (PCC 20111)					
POCKET NURSE MEDICAL SUPPLIES	0710	25009776	030	0152	$13,766.93
BELOW BID LIMIT (PCC 20111)					
PROJECT LEAD THE WAY, INC.	0710	25009869	060	6387	$32,997.99
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
PRO-SCREEN, INC. SIGNS AND GRAPHICS	0340	25009455	060	7399	$29,196.81
BOE 01/08/14 A-10 (CUPCCAA)					
R & D INTERIORS, INC.	0919	25009463	060	8150	$24,900.00
BOE 01/08/14 A-10 (CUPCCAA)					
R & D INTERIORS, INC.	0919	25010093	060	8150	$21,500.00
BOE 01/08/14 A-10 (CUPCCAA)					
R & D INTERIORS, INC.	0919	25010511	060	8150	$13,700.00
BOE 01/08/14 A-10 (CUPCCAA)					
R & S ERECTION TRI-COUNTY, INC.	0919	25009405	060	8150	$18,462.70
BOE 01/08/14 A-10 (CUPCCAA)					
RARE BREED SPORTS, INC.	1260	25010200	060	6333	$14,999.00
RFQ 23-05S					
REV ROBOTICS, LLC	0710	25009465	060	6387	$17,926.75
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SALEM ENGINEERING GROUP, INC.	1335	25010283	350	0913	$33,145.00
RFQ 20-14					
SAN JOAQUIN CO. OFFICE OF ED.	0930	25009445	030	0720	$15,563.66
BELOW BID LIMIT (PCC 20111)					
SCHOLASTIC, INC.	0617	25010057	060	7435	$18,495.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC LIBRARY PUBLISHING	1748	25009977	060	6300	$20,460.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOOL HEALTH CORPORATION	0730	25010250	060	9017	$713,111.96
BOE 06/14/23 A-9 (PIGGYBACK)					
SCHOOL SPECIALTY, LLC	0185	25009473	060	7399	$11,208.24
BOE 06/12/24 A-23 (PIGGYBACK)					
SCHOOL SPECIALTY, LLC	1005	25010309	060	6333	$37,073.04
BOE 06/12/24 A-23 (PIGGYBACK)					
SCHOOL SPECIALTY, LLC	1895	25010252	030	0716	$15,809.40

BOE 06/12/24 A-23 (PIGGYBACK)					
SCHWAN'S FOOD SERVICE	1910	25010286	130	5310	$26,216.40
RFP 23-52R					
SCHWAN'S FOOD SERVICE	1910	25010288	130	5310	$28,249.20
RFP 23-52R					
SHOES FOR CREWS NORTH AMERICA, LLC	1910	25009573	130	5310	$49,999.00
RESOLUTION 23-74					
SOLPAC CONSTRUCTION, INC.	1395	796997	350	0916	$61,759.18
BID 24-35					
SOLPAC CONSTRUCTION, INC.	1395	797002	350	0916	$387,747.69
BID 24-35					
SONSRAY MACHINERY, LLC	0919	800813A	060	8150	$12,244.68
BELOW BID LIMIT (PCC 20111)					
STRATEGIC MECHANICAL, INC.	1422	25009714	350	0917	$2,171,000.00
BID 25-08					
SWINERTON BUILDERS	0961	802633	030	0188	$254,847.73
BID 24-25					
SYSCO OF CENTRAL CALIFORNIA	1910	25010190	130	5310	$12,250.31
BOE 06/12/24 A-23 (PIGGYBACK)					
TANK SPECIALTIES OF CALIFORNIA, LLC	0919	25003213	060	8150	$20,000.00
BELOW BID LIMIT (PCC 20111)					
TEMPLE-ANDERSON-MOORE ARCHITECTS, LLP	1055	769827	060	3213	$11,785.00
RFQ 20-13					
THE WRITE TOOLS, LLC	0140	NR25010061	030	7090	$10,950.00
RFQ 23-30					
THE WRITE TOOLS, LLC	0510	25009778	030	7091	$16,533.00
RFQ 23-30					
TIFCO INDUSTRIES	0919	25010662	060	8150	$21,130.42
BELOW BID LIMIT (PCC 20111)					
TOM LITTLE INSPECTIONS	1421	25009779	350	0917	$22,000.00
RFQ 20-14					
UNIGLOBE TRAVEL	0295	25009816	060	7399	$19,334.32
BOE 06/12/24 A-23 (PIGGYBACK)					
UNIGLOBE TRAVEL	0421	25009389	030	7090	$16,419.80
BOE 06/12/24 A-23 (PIGGYBACK)					
UNIGLOBE TRAVEL	0702	25006095	060	9075	$19,359.79
BOE 06/12/24 A-23 (PIGGYBACK)					
UNIGLOBE TRAVEL	0765	25009252	120	9085	$14,019.84
BOE 06/12/24 A-23 (PIGGYBACK)					
VALLEY ELEVATOR, INC.	1170	25009754	140	6205	$48,200.00
BOE 01/08/14 A-10 (CUPCCAA)					
VALLEY UNIQUE ELECTRIC, INC.	1561	25009756	350	0913	$10,605.63
BOE 01/08/14 A-10 (CUPCCAA)					
VARITRONICS, LLC	0340	25010306	060	7399	$10,318.74
BELOW BID LIMIT (PCC 20111)					
VERNIER SOFTWARE AND TECHNOLOGY, INC.	0710	25009898	060	6387	$23,668.77
INSTRUCTIONAL MATERIALS (PCC 20118.3)					

VIRIDIAN EDUCATION, LLC	0810	25009860	030	0649	$10,000.00
BOE 06/20/24 B-55 (BUNDLED CONTRACTS)					
WINSUPPLY	0919	25004732	060	8150	$16,208.92
BELOW BID LIMIT (PCC 20111)					
WINSUPPLY	0919	25009543	060	8150	$42,357.61
BID 23-06					
WORKED, INC.	0790	25787601A	060	2600	$67,287.09
RFQ 22-09					

THE FOLLOWING PURCHASE ORDERS ARE UNDER $10,000

PURCHASE ORDERS DATED
NOVEMBER 1, 2024 TO NOVEMBER 30, 2024
RATIFICATION DATE FEBRUARY 12, 2025

VENDOR/AUTHORITY	DEPT	PO NUMBER	FUND	UNIT	AMOUNT
13P JUICE, LLC	0791	25010029	030	0126	$400.00
48 HR BOOKS, INC.	0335	800104	030	7090	$74.09
48 HR BOOKS, INC.	0335	800105	030	7090	$84.82
48 HR BOOKS, INC.	0335	800107	030	7090	$84.52
48 HR BOOKS, INC.	0335	800124	030	7091	$305.92
48 HR BOOKS, INC.	0335	800145	030	7091	$84.42
48 HR BOOKS, INC.	0335	800146	030	7091	$91.50
A&A TEXTILES	0710	25009403	030	0152	$4,750.00
A&E INDUSTRIAL CLEANING EQUIP.	0919	25004667	060	8150	$303.32
ABDO PUBLISHING COMPANY	0020	25010158	030	0625	$1,977.50
ACCUTRAIN CORPORATION	0412	25009815	060	4035	$2,496.00
ACCUTRAIN CORPORATION	0590	25009814	060	4035	$857.00
ACE FENCE COMPANY	0919	25010091	060	8150	$1,582.50
ACE PARKING MANAGEMENT, INC.	0810	25009395	030	0130	$100.00
ACE PARKING MANAGEMENT, INC.	0810	25009395	030	0649	$300.00
ADAM FRYE	0090	25009674	080	8210	$550.00
ADDICTIVE AUDIO, INC.	0070	25009934	030	7090	$1,000.00
ADI-HONEYWELL INTERNATIONAL	0919	25010488	060	8150	$1,918.92
AGILE SPORTS TECHNOLOGIES	0335	25009462	030	0172	$1,000.00
AIMS EDUCATION FOUNDATION	0710	25009840	030	0194	$1,400.00
AIRWAYS GOLF COURSE	0725	25005284	030	0172	$722.00
ALL AMERICAN SPORTS USA	0035	25010307	030	0172	$2,167.00
ALL AMERICAN SPORTS USA	0075	25009861	030	7090	$4,785.12
ALL AMERICAN SPORTS USA	0160	25009895	030	0172	$187.53
ALL AMERICAN SPORTS USA	0310	25009864	080	8210	$4,384.11
ALL AMERICAN SPORTS USA	0320	25009369	030	0172	$163.25
ALL AMERICAN SPORTS USA	0320	25009374	030	0172	$624.61
ALL AMERICAN SPORTS USA	0320	25009428	030	0172	$459.57
ALL AMERICAN SPORTS USA	0340	25007028	080	8210	$704.28
ALL AMERICAN SPORTS USA	0340	25010209	030	7090	$612.09
ALL AMERICAN SPORTS USA	0417	25009804	030	0171	$390.06
ALL AMERICAN SPORTS USA	0417	25010012	030	0172	$188.02
ALL COMMERCIAL FENCE	1450	25007684	350	0917	$2,000.00
ALL SIGNS AND SCREEN PRINTING, INC.	0335	25009799	030	0172	$1,198.78
ALL SIGNS AND SCREEN PRINTING, INC.	0335	25009799	030	7090	$3,878.46
ALLARD'S, INC.	0140	25009238	060	2600	$1,000.00
ALLARD'S, INC.	0185	25010499	030	7090	$500.00
ALLARD'S, INC.	0235	25009731	030	7090	$100.00
ALLARD'S, INC.	0335	25006736	030	0125	$1,000.00
ALLARD'S, INC.	0400	25009576	030	7394	$2,500.00

ALLARD'S, INC.	0410	25009237	060	6010	$4,500.00
ALLARD'S, INC.	0727	25009236	030	0168	$500.00
ALLARD'S, INC.	0727	25009733	030	0168	$500.00
ALLARD'S, INC.	0727	25009882	030	0168	$500.00
ALLARD'S, INC.	0791	25010291	060	2600	$343.62
ALPHAGRAPHICS	0145	25009801	030	0125	$647.93
A-MARK T-SHIRT, INC.	0070	25010358	080	8210	$1,272.03
A-MARK T-SHIRT, INC.	0098	25009434	030	7090	$1,373.88
A-MARK T-SHIRT, INC.	0100	25793967	030	7090	$7,864.99
A-MARK T-SHIRT, INC.	0123	25010551	030	0147	$541.75
A-MARK T-SHIRT, INC.	0135	25009661	030	7090	$2,367.45
A-MARK T-SHIRT, INC.	0175	25010010	030	0172	$302.84
A-MARK T-SHIRT, INC.	0175	25010011	030	0172	$342.39
A-MARK T-SHIRT, INC.	0175	25010062	030	0172	$302.84
A-MARK T-SHIRT, INC.	0185	25009630	030	0125	$2,615.57
A-MARK T-SHIRT, INC.	0208	25010477	060	6770	$1,292.07
A-MARK T-SHIRT, INC.	0230	25010287	030	0171	$1,586.24
A-MARK T-SHIRT, INC.	0310	25009451	030	0171	$2,303.79
A-MARK T-SHIRT, INC.	0310	25009451	030	0172	$2,815.75
A-MARK T-SHIRT, INC.	0325	25010226	030	7090	$1,592.75
A-MARK T-SHIRT, INC.	0330	25010304	030	0172	$182.03
A-MARK T-SHIRT, INC.	0420	25009362	030	0171	$453.99
A-MARK T-SHIRT, INC.	0430	25009953	080	8210	$3,792.79
A-MARK T-SHIRT, INC.	0460	25009631	080	8210	$310.96
A-MARK T-SHIRT, INC.	0495	25009442	030	0172	$496.46
A-MARK T-SHIRT, INC.	0565	25010049	080	8210	$438.82
A-MARK T-SHIRT, INC.	0710	25006105	030	0152	$65.01
A-MARK T-SHIRT, INC.	0710	25010360	030	0152	$4,875.75
A-MARK T-SHIRT, INC.	0725	25010212	030	0170	$1,440.78
A-MARK T-SHIRT, INC.	0727	25010391	030	0168	$827.79
A-MARK T-SHIRT, INC.	0796	25009916	030	0667	$37.92
A-MARK T-SHIRT, INC.	0852	25009400	030	0679	$2,446.17
A-MARK T-SHIRT, INC.	0852	25009918	030	0679	$4,991.68
A-MARK T-SHIRT, INC.	0852	25009920	030	0679	$552.59
A-MARK T-SHIRT, INC.	0888	25009265	030	0143	$4,228.90
AMAZON CAPITAL SERVICES	0035	25002537	030	7090	$4,000.00
AMAZON CAPITAL SERVICES	0070	25002562	030	7090	$3,000.00
AMAZON CAPITAL SERVICES	0098	25002292	030	0172	$200.00
AMAZON CAPITAL SERVICES	0135	25009781	030	7090	$5,000.00
AMAZON CAPITAL SERVICES	0135	2501044A	030	7090	$1,758.31
AMAZON CAPITAL SERVICES	0145	2500860	030	7090	$5,100.00
AMAZON CAPITAL SERVICES	0165	25009563	030	0625	$2,500.00
AMAZON CAPITAL SERVICES	0235	25009561	030	7091	$2,000.00
AMAZON CAPITAL SERVICES	0265	25004691	030	7090	$4,950.00
AMAZON CAPITAL SERVICES	0265	25006687	030	0625	$3,000.00
AMAZON CAPITAL SERVICES	0265	25009467	030	0171	$4,000.00
AMAZON CAPITAL SERVICES	0335	25005097	030	0625	$1,000.00

AMAZON CAPITAL SERVICES	0335	25009636	030	0171	$1,000.00
AMAZON CAPITAL SERVICES	0340	25002540	030	7090	$2,500.00
AMAZON CAPITAL SERVICES	0355	25009272	030	0172	$2,500.00
AMAZON CAPITAL SERVICES	0417	25002375	030	0115	$1,500.00
AMAZON CAPITAL SERVICES	0420	25003889	030	7090	$1,000.00
AMAZON CAPITAL SERVICES	0445	25009266	030	0625	$1,000.00
AMAZON CAPITAL SERVICES	0475	25003124	030	0625	$1,053.00
AMAZON CAPITAL SERVICES	0495	25009624	030	7090	$4,000.00
AMAZON CAPITAL SERVICES	0601	25010641	030	0677	$1,000.00
AMAZON CAPITAL SERVICES	0617	25009969	060	7435	$1,500.00
AMAZON CAPITAL SERVICES	0700	25008921	060	7435	$250.00
AMAZON CAPITAL SERVICES	0810	25010482	030	0641	$2,000.00
AMAZON CAPITAL SERVICES	0919	2500519	060	8150	$500.00
AMAZON CAPITAL SERVICES	1440	25009271	060	6333	$4,500.00
AMERICAN MUSIC	0330	25010486	060	6770	$2,839.66
AMERICAN MUSIC	0355	25009968	060	6770	$750.61
AMERICAN MUSIC	0450	25010026	060	6770	$575.06
AMERICAN SAFETY COUNCIL, INC.	0710	25010236	030	0152	$399.00
AMERICAN T'S	0120	25010050	030	0172	$606.76
AMF BOWLING CENTERS/BOWLERO	0460	25009750	030	7090	$2,015.69
ANATOMICAL WORLDWIDE, LLC	0710	25010077	030	0152	$109.24
ANATOMICAL WORLDWIDE, LLC	0710	25010419	030	0152	$1,378.62
APPLE COMPUTER, INC.	0435	25010639	060	6010	$106.18
ARAMARK CORP.	0706	25009274	030	0157	$1,023.77
ARBOR SCIENTIFIC	0055	25010171	030	7090	$1,060.63
ARBOR SCIENTIFIC	0710	25009616	030	0152	$484.63
ARGOSY PUBLISHING, INC.	0230	25009325	060	7399	$6,800.00
ARMIDA ESPINOZA	0490	25010296	030	7090	$1,196.25
ASIAN SUPERMARKET	0150	25010565	030	7090	$1,600.00
ASIAN SUPERMARKET	0617	25009387	060	7435	$4,349.47
ASIAN SUPERMARKET	0796	2500622	030	0667	$1,000.00
AT&T MOBILITY	0235	25009542	030	7090	$61.94
AT&T MOBILITY	0235	AT25089	030	7090	$400.00
ATKINSON, ANDELSON, LOYA, RUUD AND ROMO	0810	25009843	030	0649	$198.00
ATKINSON, ANDELSON, LOYA, RUUD AND ROMO	0860	25010537	030	0694	$99.00
ATTAINMENT COMPANY, INC.	1748	25010068	060	6300	$6,541.21
ATWATER HIGH SCHOOL	0145	25009719	030	0172	$150.00
AUDEAMUS	0550	25010346	060	6211	$773.97
B & H PHOTO-VIDEO, INC.	0335	25010490	030	0625	$536.50
B & H PHOTO-VIDEO, INC.	0710	25009225	030	0152	$1,927.18
B & H PHOTO-VIDEO, INC.	0710	25009243	030	0152	$2,898.42
B & H PHOTO-VIDEO, INC.	0710	25009813	030	0152	$3,447.72
B & H PHOTO-VIDEO, INC.	0710	25009826	030	0152	$988.57
B & H PHOTO-VIDEO, INC.	0710	25009832	030	0152	$1,292.92
B & H PHOTO-VIDEO, INC.	0710	25009833	030	0152	$957.34
B & H PHOTO-VIDEO, INC.	0710	25010036	030	0152	$1,467.71
B & H PHOTO-VIDEO, INC.	0710	25010041	030	0152	$141.40

B & H PHOTO-VIDEO, INC.	0710	25010284	060	6387	$9,587.35
B & H PHOTO-VIDEO, INC.	0710	25010353	030	0152	$431.63
B & H PHOTO-VIDEO, INC.	0765	25009548	060	9021	$3,899.79
B & H PHOTO-VIDEO, INC.	0930	25009223	030	0720	$305.42
BALLOONS ARE EVERYWHERE, INC.	0145	25009744	030	0171	$299.28
BARGAIN PARTY	0765	25005093	060	9021	$976.00
BARNES & NOBLE, INC.	0035	25010449	030	0625	$1,000.00
BARNES & NOBLE, INC.	0045	25010455	030	0113	$450.00
BARNES & NOBLE, INC.	0055	25009471	030	7091	$1,005.81
BARNES & NOBLE, INC.	0055	25009505	030	7090	$170.00
BARNES & NOBLE, INC.	0055	25009506	030	7090	$170.00
BARNES & NOBLE, INC.	0055	25009508	030	7090	$170.00
BARNES & NOBLE, INC.	0055	25009509	030	7090	$170.00
BARNES & NOBLE, INC.	0055	25009598	030	7090	$170.00
BARNES & NOBLE, INC.	0055	25009601	030	7090	$170.00
BARNES & NOBLE, INC.	0055	25009602	030	7090	$170.00
BARNES & NOBLE, INC.	0055	25009603	030	7090	$170.00
BARNES & NOBLE, INC.	0145	25010015	060	4124	$4,500.00
BARNES & NOBLE, INC.	0145	25010018	030	7090	$315.00
BARNES & NOBLE, INC.	0150	25010633	030	0625	$2,500.00
BARNES & NOBLE, INC.	0155	25009855	030	0113	$1,437.00
BARNES & NOBLE, INC.	0215	25009867	080	8210	$350.00
BARNES & NOBLE, INC.	0235	25009593	030	7090	$400.00
BARNES & NOBLE, INC.	0235	25010509	060	3010	$432.86
BARNES & NOBLE, INC.	0240	25003847	030	0625	$5,000.00
BARNES & NOBLE, INC.	0290	25010146	030	0113	$195.00
BARNES & NOBLE, INC.	0335	25009863	030	0625	$1,000.00
BARNES & NOBLE, INC.	0395	25009625A	060	4124	$4,500.00
BARNES & NOBLE, INC.	0395	25009627B	060	4124	$4,500.00
BARNES & NOBLE, INC.	0410	25009493	060	6010	$8,000.00
BARNES & NOBLE, INC.	0420	25009705	030	0113	$583.00
BARNES & NOBLE, INC.	0475	25003115	030	0625	$1,000.00
BARNES & NOBLE, INC.	0500	25006484	030	0625	$513.00
BARNES & NOBLE, INC.	0550	25010173	060	6010	$500.00
BARNES & NOBLE, INC.	0575	25010147	030	0625	$3,000.00
BARNES & NOBLE, INC.	0617	25009924	060	7435	$34.67
BARNES & NOBLE, INC.	0701	25010088	060	6266	$329.38
BARNES & NOBLE, INC.	0701	25010465	060	3010	$2,944.95
BARNES & NOBLE, INC.	0758	25007421	060	4203	$6,500.00
BEST BUY BUSINESS ADVANTAGE ACCT.	0435	25010487	060	6010	$1,074.68
BIG 5 SPORTING GOODS CORP.	0225	25009231	030	0172	$1,500.00
BIG 5 SPORTING GOODS CORP.	0265	25009229	030	7090	$2,000.00
BIG 5 SPORTING GOODS CORP.	0325	25009230	060	6010	$1,500.00
BIG 5 SPORTING GOODS CORP.	0340	25009583	030	7090	$1,000.00
BIG 5 SPORTING GOODS CORP.	0410	25009233	060	6010	$4,000.00
BIG 5 SPORTING GOODS CORP.	0421	25010437	060	4124	$1,000.00
BLICK ART MATERIALS	0185	25009360	030	7090	$738.36

BLICK ART MATERIALS	0185	25009361	030	7090	$742.64
BLICK ART MATERIALS	0465	25009357	060	6770	$1,084.82
BLICK ART MATERIALS	0727	25009579	030	0168	$499.35
BLUE RABBIT TECHNOLOGIES, LLC	0710	25009344	030	0152	$2,469.41
BLUFF POINTE GOLF COURSE	0725	25005243	030	0172	$773.00
BOBBY SALAZARS	0170	25010365	030	7090	$618.00
BOBBY SALAZARS	0175	25009368	030	0110	$272.28
BOBBY SALAZARS	0185	25009753	030	7090	$2,377.00
BOBBY SALAZARS	0208	25010334	030	7090	$1,000.00
BOBBY SALAZARS	0340	25004119	030	0110	$200.00
BONE CLONES HOLDINGS	0710	25009983	030	0152	$416.17
BREANA WISE	0265	25009488	030	7090	$1,000.00
BREANA WISE	0758	2500301	030	7091	$300.00
BUCHANAN HIGH SCHOOL	0055	25009310	030	0172	$500.00
BUCHANAN HIGH SCHOOL	0417	25009702	030	0171	$250.00
BULLARD BAND BACKERS	0400	25009480	030	7394	$275.00
BUREAU OF EDUC RESEARCH	0440	25009634	060	3182	$295.00
C&L FRESNO 1, LLC	0755	25009713	030	0176	$1,500.00
CA ASSN. OF DIRECTORS	0440	25009402	030	7090	$300.00
CALIF. BAND DIRECTORS ASSOC.	0440	25009261	030	7090	$250.00
CALIF. CONTINUATION EDUC. ASSOC.	0619	25008925	030	0138	$2,390.00
CALIF. PURCHASERS HEALTH CARE COALITION	0880	25010529	670	0841	$4,025.00
CALIFORNIA BUSINESS MACH., INC.	0060	25009224	030	0110	$500.00
CALIFORNIA BUSINESS MACH., INC.	0170	25009575	060	4129	$2,190.03
CALIFORNIA BUSINESS MACH., INC.	0305	25010656	030	0110	$1,485.74
CALIFORNIA KEYBOARDS	0130	25010140	060	6770	$3,738.03
CALIFORNIA KEYBOARDS	0130	25010241	060	6770	$4,490.57
CALIFORNIA KEYBOARDS	0130	25010364	060	6770	$4,478.29
CALIFORNIA ORCHESTRA DIRECTORS ASSOCIATION	0727	25009885	030	0168	$50.00
CALIFORNIA ORCHESTRA DIRECTORS ASSOCIATION	0727	25009912	030	0168	$165.00
CALIFORNIA ORCHESTRA DIRECTORS ASSOCIATION	0727	25010605	060	6770	$1,360.00
CALIFORNIA SMOG REPAIR, INC.	0919	25002100	060	8150	$5,000.00
CALIFORNIANS DEDICATED TO ED. FOUNDATION	0423	25010412	060	6770	$545.00
CALVERT CATERING	0325	25009541	030	7090	$1,500.00
CALVERT CATERING	0385	2500291	030	7090	$500.00
CALVERT CATERING	0430	25009370	030	7090	$250.00
CALVERT CATERING	0553	25009741	030	7091	$300.00
CALVERT CATERING	0758	25009742	060	7803	$6,360.00
CALVERT CATERING	0810	25009948	030	0602	$252.37
CALVERT CATERING	0810	25009948	030	0640	$252.37
CALVERT CATERING	0810	25009948	030	0679	$252.36
CALVERT CATERING	0810	25010336	060	7085	$2,670.13
CAMPUS POINTE CINEMAS OPERATING CO., LLC	0123	25009876	060	6770	$183.75
CAMPUS POINTE CINEMAS OPERATING CO., LLC	0435	25010233	080	8210	$484.00
CAPTUREIT! IMPRINTING	0265	25009858	030	0172	$510.28
CAPTUREIT! IMPRINTING	0265	25010531	060	6770	$2,985.42
CARD INTERGRATORS CORP.	0415	25010024	030	7090	$3,824.00

CAREERSAFE, LLC	0710	25010107	030	0152	$1,485.00
CARNICERIA COLIMA	0550	25009584	030	7090	$1,500.00
CAROLINA BIOLOGICAL SUPPLY CO.	0710	25009486	030	0152	$1,540.89
CAROLINA BIOLOGICAL SUPPLY CO.	0710	25009874	030	0152	$9,501.23
CAROLINA BIOLOGICAL SUPPLY CO.	0710	25010008	030	0152	$1,340.62
CAROLYN DE ANDA	0395	25010109	030	0125	$764.51
CASA CORONA	0125	25009675	030	0124	$750.00
CASA CORONA	1235	25009734	030	0500	$956.53
CATE/CALIF. ASSOC. TEACHERS OF ENGLISH	0421	25010112	030	7090	$4,140.00
CAVENDISH SQUARE PUBLISHING	0423	25010020	030	0625	$1,081.21
CDW GOVERNMENT, INC.	0145	25010289	030	7090	$5,039.67
CDW GOVERNMENT, INC.	0145	25010292	030	7090	$4,103.53
CDW GOVERNMENT, INC.	0160	25009256	030	7090	$243.79
CDW GOVERNMENT, INC.	0190	25010316	030	7140	$163.43
CDW GOVERNMENT, INC.	0265	25009879	030	7090	$594.41
CDW GOVERNMENT, INC.	0265	25010312	060	3010	$5,254.81
CDW GOVERNMENT, INC.	0421	25009699	060	4124	$1,056.41
CDW GOVERNMENT, INC.	0440	25009696	060	3010	$901.47
CDW GOVERNMENT, INC.	0460	25009693	060	7399	$4,225.65
CDW GOVERNMENT, INC.	0500	25009981	030	0625	$861.85
CDW GOVERNMENT, INC.	0505	25009221	030	0625	$830.63
CDW GOVERNMENT, INC.	0550	25009701	060	6211	$841.56
CDW GOVERNMENT, INC.	0575	25010208	060	3010	$1,064.86
CDW GOVERNMENT, INC.	0617	25010179	030	0675	$1,407.13
CDW GOVERNMENT, INC.	0705	25010322	110	6391	$2,064.52
CDW GOVERNMENT, INC.	0710	25010096	030	0152	$1,317.22
CDW GOVERNMENT, INC.	0710	25010293	060	6387	$5,173.71
CDW GOVERNMENT, INC.	0732	25009525	030	0658	$109.85
CDW GOVERNMENT, INC.	0930	25009854	030	0720	$841.57
CDW GOVERNMENT, INC.	1895	25010001	030	0717	$6,915.59
CDW GOVERNMENT, INC.	1910	25010632	130	5310	$361.37
CEFERINO DOLORES LOPEZ	0919	25009338	060	8150	$6,900.00
CEFERINO DOLORES LOPEZ	0919	25009345	060	8150	$5,860.00
CEN CAL SPORTS	0440	25010361	030	0171	$200.00
CENTRAL SANITARY SUPPLY CO., INC.	1891	25010034	030	0716	$6,793.55
CENTRAL SANITARY SUPPLY CO., INC.	1891	25010162	030	0716	$996.82
CENTRAL SANITARY SUPPLY CO., INC.	1891	25010272	030	0716	$3,774.91
CENTRAL SANITARY SUPPLY CO., INC.	1891	25010274	030	0716	$971.90
CENTRAL SANITARY SUPPLY CO., INC.	1891	25010277	030	0716	$2,729.77
CENTRAL SANITARY SUPPLY CO., INC.	1891	25010657	030	0716	$1,457.31
CENTRAL SANITARY SUPPLY CO., INC.	1910	25010176	130	5310	$5,275.29
CENTRAL SANITARY SUPPLY CO., INC.	1910	25010177	130	5310	$5,829.45
CENTRAL SANITARY SUPPLY CO., INC.	1910	25010180	130	5310	$168.77
CENTRAL STAR MARKETING, LLC	0185	25010016	030	7090	$749.78
CENTRAL STAR MARKETING, LLC	0185	25010228	030	0172	$780.87
CENTRAL STAR MARKETING, LLC	0860	25010035	030	0694	$1,341.54
CENTRAL VALLEY SPORTS STITCH AND INK	0055	25009582	030	0172	$588.34

CENTRAL VALLEY SPORTS STITCH AND INK	0055	25010494	030	0172	$696.13
CENTRAL VALLEY SPORTS STITCH AND INK	0440	25009270	030	7091	$1,836.04
CHILDREN'S MUSICAL THEATERWORK	0435	25010234	080	8210	$480.00
CHILDREN'S PLUS, INC.	0005	25009967	030	0625	$7,104.15
CHILDREN'S PLUS, INC.	0175	25010244	030	0625	$3,284.03
CHILDREN'S PLUS, INC.	0340	25009755	030	0625	$4,780.57
CHOCOLATE WISHES AND TREATS	0265	25002156	030	0115	$2,000.00
CHOCOLATE WISHES AND TREATS	0430	25009913	030	7090	$1,500.00
CHOCOLATE WISHES AND TREATS	0460	25010366	030	7090	$680.00
CHOCOLATE WISHES AND TREATS	0710	25009996	030	0152	$2,430.00
CHURRASCO GRILL	0135	25010429	030	7090	$1,900.00
CITY OF FRESNO PARCS	0725	25010295	030	0172	$3,500.00
CKEPUSA, LLC	1910	25010456	130	5310	$559.67
CKEPUSA, LLC	1910	25010457	130	5310	$1,773.13
CLAY MIX	0335	25009234	030	0125	$1,300.00
CLAY MIX	0727	25009611	030	0168	$190.91
CLOVIS HIGH SCHOOL	0055	25009308	030	0172	$650.00
CLOVIS HIGH SCHOOL	0055	25009317	030	0172	$300.00
CLOVIS HIGH SCHOOL	0145	25009721	030	0172	$400.00
CLOVIS HIGH SCHOOL	0145	25009724	030	0172	$600.00
CLOVIS NORTH HIGH SCHOOL	0055	25009316	030	0172	$400.00
CLOVIS VETERANS MEMORIAL DISTRICT	0810	25010003	060	7085	$1,500.00
CLOVIS VETERANS MEMORIAL DISTRICT	0810	25010013	030	0640	$157.40
CLOVIS VETERANS MEMORIAL DISTRICT	0810	25010013	030	0649	$203.85
CLOVIS VETERANS MEMORIAL DISTRICT	0810	25010193	030	0640	$1,355.03
CLOVIS VETERANS MEMORIAL DISTRICT	0810	25010193	030	0649	$1,754.97
COALITION FOR ADEQUATE SCHOOL HOUSING	1921	25009475	030	0734	$1,484.00
COALITION FOR ADEQUATE SCHOOL HOUSING	1921	25010045	030	0734	$1,761.00
COCHLEAR AMERICAS	0788	25010634	060	6500	$1,856.95
COLE ELECTRIC, LLC	0040	25010507	070	0761	$2,100.00
COMMUNITY PRODUCTS, LLC-RIFTON EQUIPMENT	0715	25009415	120	5163	$1,828.65
COMPANIA DE DANZA EL SOL	0145	25009868	060	4124	$326.04
COMPANIA DE DANZA EL SOL	0145	25009973	060	4124	$1,741.74
COMPANIA DE DANZA EL SOL	0185	25009565	060	4124	$8,258.25
COMPANIA DE DANZA EL SOL	0335	25009435	060	4124	$2,000.00
COMPANIA DE DANZA EL SOL	0417	25009268	060	6770	$400.00
COMPANIA DE DANZA EL SOL	0421	25009811	060	4124	$2,000.34
COMPANIA DE DANZA EL SOL	0440	25009566	030	7091	$1,067.14
COMPASS GROUP USA, INC.	0706	25009275	030	0157	$1,354.47
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.	0710	25009641	030	0152	$5,254.14
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.	0919	25010483	060	8150	$809.37
CORE BUSINESS INTERIORS, INC.	1415	25010027	350	0917	$4,199.26
CORE BUSINESS INTERIORS, INC.	1575	25010199	350	0917	$4,416.74
CORWIN PRESS	0475	25009240	060	3182	$2,750.00
CORWIN PRESS	0617	25007946	060	7435	$531.17
CORWIN PRESS	1710	25010534	060	3010	$6,500.00
CRANETECH, INC.	0919	2500500	060	8150	$5,000.00

CREATIVE NOTEBOOK SOLUTIONS	0710	25010150	030	0152	$379.23
CRESCO	1910	25009476	130	5310	$540.67
CRESCO	1910	25009848	130	5310	$1,943.80
CRESCO	1910	25009850	130	5310	$1,943.80
CRESCO	1910	25009903	130	5310	$403.93
CRESCO	1910	25009904	130	5310	$1,065.73
CRESCO	1910	25009906	130	5310	$95.11
CRISIS PREVENTION INST., INC.	0787	25009318	060	6500	$4,446.71
CSADA/CA STATE ATHLETIC DIRECTOR ASSOC.	0395	25009419	030	0172	$140.00
CSLA/CA.SCHOOL LIBRARY ASSOC.	0700	25009782	060	6266	$345.00
CURRICULUM ASSOCIATES, INC.	0430	25010380	030	7090	$3,468.00
D M BUSINESS MACHINES	0897	25010004	030	0716	$457.86
DANIEL BOROWSKI	0887	25009880	030	0140	$849.50
DANIEL MURRIETA	0130	25010385	060	6770	$658.20
DANIEL MURRIETA	0130	25010387	060	6770	$1,453.05
DANIEL MURRIETA	0230	25009249	030	7091	$4,999.81
DANIEL MURRIETA	0235	25010099	030	0172	$4,240.90
DANIEL MURRIETA	0235	25010400	030	7090	$3,000.02
DANIEL MURRIETA	0460	25009802	030	7090	$1,371.25
DANIEL MURRIETA	0460	25009940	080	8210	$761.86
DANIEL MURRIETA	0575	25010475	030	0114	$516.74
DANIEL MURRIETA	0700	25008859	030	0144	$32.51
DANTE CLUB	0701	25010232	060	5823	$1,250.00
DAVE AND BUSTERS	0889	25009842	030	0709	$3,410.48
DAVE BANG ASSOCIATES, INC. OF CALIFORNIA	1950	25009803	350	0917	$929.71
DAVID RODRIGUEZ	1910	25006610	130	5310	$1,600.00
DELANEY EDUCATIONAL ENTERPRISE	0045	25009865	030	0625	$3,932.38
DELI DELICIOUS	0005	25001988	030	7090	$500.00
DELI DELICIOUS	0185	25009277	030	7090	$500.00
DELI DELICIOUS	0755	25010651	030	0176	$1,500.00
DELI DELICIOUS	0886	25003017	030	0140	$950.00
DEMCO, INC.	0025	25010338	030	0625	$1,053.79
DEMCO, INC.	0145	25010053	030	0625	$825.35
DEMCO, INC.	0175	25009745	030	0625	$1,946.54
DEMCO, INC.	0175	25010009	030	0625	$326.83
DEMCO, INC.	0175	25010470	030	0625	$1,851.65
DEMCO, INC.	0225	25009959	030	0625	$229.49
DEMCO, INC.	0240	25009710	060	6770	$1,974.80
DEMCO, INC.	0265	25010504	030	0625	$1,318.03
DEMCO, INC.	0380	25009941	030	0625	$1,113.80
DEMCO, INC.	0415	25010086	030	0625	$78.12
DEMCO, INC.	0417	25009227	030	0625	$171.48
DEMCO, INC.	0422	25009235	030	0625	$892.26
DEMCO, INC.	0445	25010608	030	0625	$824.33
DEMCO, INC.	0475	25009222	030	0625	$920.87
DEMCO, INC.	0500	25010397	030	0625	$609.71
DEMETRIUS PORTER	0860	25009298	030	0694	$2,000.00

DEPT OF TOXIC SUBSTANCES	0710	25010392	030	0152	$4,306.64
DEXKO GLOBAL, INC.	0919	2501601	060	8150	$5,000.00
DI CICCO'S/KINGS CANYON	0421	25009494	030	7140	$560.00
DICICCOS ITALIAN RESTAURANT	0864	25010562	030	0695	$500.00
DICICCO'S ITALIAN RESTAURANT	0852	25010124	030	0679	$500.00
DISCOVERY CENTER, THE	0725	25010073	030	0173	$1,570.00
DONALD KEITH CAPPELLUTI	0125	25010221	030	7090	$2,437.88
DONALD KEITH CAPPELLUTI	0130	25010261	030	7090	$4,976.96
DONALD KEITH CAPPELLUTI	0710	25009359	030	0152	$2,752.09
DONALD KEITH CAPPELLUTI	0710	25009847	030	0152	$520.08
DONALD L OJEDA II	0925	25009684	030	7230	$329.11
DOUGGY FRESH PIZZA	0755	25010310	030	0189	$500.00
DOWNTOWN FRESNO PARTNERSHIP	0860	25009291	030	0694	$2,000.00
DUFFY, TOM COMPANY	0919	25009259	060	8150	$2,947.88
DUTCH BROS COFFEE FRESNO	0020	25010326	030	7090	$800.00
DUTCH BROS COFFEE FRESNO	0340	25002679	030	0110	$800.00
DYNAMISM, INC.	0710	25010642	030	0152	$3,882.43
EAGLESHEILD GENERAL CONSTRUCTION	0924	25006665	060	8150	$3,500.00
EAGLESHIELD PEST CONTROL, INC.	0924	25010637	060	8150	$2,582.00
EAGLESHIELD PEST CONTROL, INC.	0924	25010638	060	8150	$1,950.00
EAT IT UP CATERING SERVICE, INC.	0125	25009276	030	0124	$500.00
EDPUZZLE, INC.	0421	25009704	030	7090	$436.80
EDPUZZLE, INC.	0421	25009704	060	3010	$2,923.20
EKC ENTERPRISES, INC.	0055	25009232	030	7090	$600.00
EKC ENTERPRISES, INC.	1395	25009258	350	0916	$2,409.82
EKC ENTERPRISES, INC.	1561	25009257	350	0913	$7,376.57
ELECTRIC MOTOR SHOP, INC.	1910	2500704	130	5310	$1,700.00
ENVIRO CLEAN	0185	25010301	030	0734	$800.00
ENVIRO CLEAN	1920	25010103	030	0734	$1,598.16
EPES SOFTWARE	0265	25010321	030	7090	$154.00
EPIC GAMES2GO	0340	25009653	080	8210	$675.00
EPIC GAMES2GO	0505	25009404	030	7090	$382.50
EPS OPERATIONS, LLC	0617	25010084	060	7435	$8,373.67
EVANGELOS ZISSOU	0725	25010063	030	0173	$1,000.00
EVERGREEN ELEMENTARY SCHOOL DISTRICT	0395	25009484	030	0172	$300.00
EVOCHARGE, INC.	0919	25009540	060	8150	$8,046.50
EXPLORE LEARNING, LLC	0098	25010648	060	3182	$2,100.00
EXPO PARTY RENTAL AND SALES	0575	25009430	030	7090	$1,940.00
FAMILY PHOTO BOOTH	0060	25009552	030	0171	$325.00
FAN IN A BOX, LLC	0170	25009621	030	7090	$560.71
FAN IN A BOX, LLC	0170	25010405	060	6770	$4,153.00
FARMERS LUMBER AND SUPPLY	0919	25002309	060	8150	$3,000.00
FASTENAL COMPANY	0919	25009907	060	8150	$293.59
FASTENAL COMPANY	0919	25009909	060	8150	$509.11
FASTENERS, INC.	0919	25009253	060	8150	$579.13
FIRST 5 FRESNO COUNTY	0188	25009417	030	0188	$1,396.50
FIRST CHOICE PHOTOBOOTH	0090	25009479	080	8210	$395.00

FIRST STRING SPORTS	0055	25009401	030	0172	$1,200.00
FIRST STRING SPORTS	0055	25009570	030	0172	$775.00
FIRST STRING SPORTS	0095	25009678	030	0172	$568.84
FIRST STRING SPORTS	0135	25009730	030	0172	$1,000.00
FIRST STRING SPORTS	0175	25009646	030	0172	$1,244.75
FIRST STRING SPORTS	0185	25009373	030	0172	$1,151.84
FIRST STRING SPORTS	0208	25009228	030	0172	$2,000.00
FIRST STRING SPORTS	0210	25009226	030	0172	$2,000.00
FIRST STRING SPORTS	0235	25010262	030	0172	$675.97
FIRST STRING SPORTS	0235	25010266	030	0172	$901.30
FIRST STRING SPORTS	0265	25010066	030	0172	$1,200.00
FIRST STRING SPORTS	0295	25009703	030	0172	$1,993.53
FIRST STRING SPORTS	0310	25003525	030	0172	$784.00
FIRST STRING SPORTS	0395	25010105	030	0172	$505.42
FIRST STRING SPORTS	0460	25010422	030	0172	$3,607.73
FIRST STRING SPORTS	0495	25009725	030	0172	$455.07
FIRST STRING SPORTS	0495	25009727	030	0172	$844.91
FIRST STRING SPORTS	0495	25010217	030	0172	$455.07
FITNESS FINDERS, INC.	0045	25010149	060	6211	$2,776.57
FLAVORSEAL, LLC	1910	25010168	130	5310	$4,467.27
FLINN SCIENTIFIC, INC.	0185	25010079	030	7090	$764.57
FLINN SCIENTIFIC, INC.	0417	25009213	030	0115	$1,348.63
FLINN SCIENTIFIC, INC.	1748	2500774	060	6300	$203.66
FOCUS PACKAGING AND SUPPLY CO.	1910	25005681	130	5310	$506.04
FOCUS PACKAGING AND SUPPLY CO.	1910	25010185	130	5310	$5,607.11
FOLLETT SCHOOL SOLUTIONS, LLC	0423	25010356	030	0625	$2,695.77
FOLLETT SCHOOL SOLUTIONS, LLC	0440	25009446	030	0625	$134.67
FOSSIL DISCOVERY CENTER OF MADERA COUNTY	0725	25009503	030	0173	$3,020.00
FRESNO AG HARDWARE	0145	25009993	060	4124	$4,500.00
FRESNO AG HARDWARE	0395	25010155	060	4124	$4,500.00
FRESNO AG HARDWARE	0421	25010243	060	4124	$4,500.00
FRESNO CHAFFEE ZOO	0710	25010133	030	0152	$2,370.00
FRESNO CHAFFEE ZOO CORPORATION	0423	25009526	030	7091	$112.00
FRESNO CHAFFEE ZOO CORPORATION	0725	25009537	030	0173	$798.00
FRESNO CHAFFEE ZOO CORPORATION	0725	25009668	030	0173	$2,410.00
FRESNO CHAFFEE ZOO CORPORATION	0725	25009890	030	0173	$2,400.00
FRESNO CHAFFEE ZOO CORPORATION	0725	25010153	030	0173	$3,257.00
FRESNO CITY COLLEGE	0710	25009892	030	0152	$5,720.88
FRESNO CITY COLLEGE	0710	25009978	030	0152	$4,550.37
FRESNO CO. PUBLIC HEALTH	0919	25009930	060	8150	$941.70
FRESNO CO. PUBLIC HEALTH	0919	25010023	060	8150	$1,379.90
FRESNO COMPACT	0850	25009574	030	0674	$3,750.00
FRESNO COUNTY SUPERINTENDENT OF SCHOOLS	0030	25009997	030	0171	$250.00
FRESNO COUNTY SUPERINTENDENT OF SCHOOLS	0335	25009532	030	7090	$500.00
FRESNO COUNTY SUPERINTENDENT OF SCHOOLS	0428	25009915	060	4035	$2,500.00
FRESNO COUNTY SUPERINTENDENT OF SCHOOLS	0710	25009299	030	0152	$1,800.00
FRESNO COUNTY SUPERINTENDENT OF SCHOOLS	0710	25009329	030	0152	$780.00

FRESNO EQUIPMENT COMPANY	0423	25010644	030	7090	$800.00
FRESNO EQUIPMENT COMPANY	0710	25009605	030	0152	$600.00
FRESNO FAB-TECH, INC.	1961	25009757	350	0917	$4,500.00
FRESNO METROPOLITAN FLOOD	1055	25010279	350	0913	$960.00
FRESNO NEON SIGN COMPANY, INC.	0919	25010282	060	8150	$535.63
FRESNO OXYGEN	0265	25010343	030	0171	$2,000.00
FRESNO PACIFIC UNIVERSITY	0700	25009524	030	0144	$4,800.00
FRESNO PIPE AND SUPPLY, INC.	0919	2500048	060	8150	$529.88
FRESNO PRO SOCCER SPORTS ZONE, INC.	0395	25009427	030	0172	$496.94
FRESNO PRO SOCCER SPORTS ZONE, INC.	0395	25010258	030	0172	$1,492.63
FRESNO RESCUE MISSION	0701	25009396	060	5823	$400.00
FSS CONTENT TOPCO, LP	0210	25009902	030	0625	$424.09
FSS CONTENT TOPCO, LP	0230	25009592	060	7399	$1,798.34
FSS CONTENT TOPCO, LP	0230	25009597	060	7399	$1,833.28
FSS CONTENT TOPCO, LP	0230	25009600	060	7399	$1,138.49
FSS CONTENT TOPCO, LP	0230	25009707	060	7399	$1,918.29
FSS CONTENT TOPCO, LP	0325	25010420	030	0625	$5,398.95
FSS CONTENT TOPCO, LP	0440	25009438	030	7090	$119.23
FUN AND FUNCTION	0552	25006888A	060	3010	$202.64
G W SCHOOL SUPPLY	0005	25010428	030	7090	$300.00
G W SCHOOL SUPPLY	0025	25009079	120	9085	$125.00
G W SCHOOL SUPPLY	0025	25009247	120	9085	$125.00
G W SCHOOL SUPPLY	0025	25009248	120	9085	$125.00
G W SCHOOL SUPPLY	0025	25009250	120	9085	$125.00
G W SCHOOL SUPPLY	0025	25010401	030	0110	$100.00
G W SCHOOL SUPPLY	0025	25010402	030	0110	$100.00
G W SCHOOL SUPPLY	0030	25010520	030	7090	$300.00
G W SCHOOL SUPPLY	0035	25010059	060	6500	$200.00
G W SCHOOL SUPPLY	0045	25010403	030	0113	$400.00
G W SCHOOL SUPPLY	0045	25010406	030	0113	$700.00
G W SCHOOL SUPPLY	0045	25010407	030	0113	$700.00
G W SCHOOL SUPPLY	0045	25010408	030	0113	$650.00
G W SCHOOL SUPPLY	0045	25010409	030	0113	$400.00
G W SCHOOL SUPPLY	0045	25010415	030	0113	$400.00
G W SCHOOL SUPPLY	0045	25010416	030	0113	$300.00
G W SCHOOL SUPPLY	0045	25010418	030	0113	$300.00
G W SCHOOL SUPPLY	0045	25010421	030	0113	$300.00
G W SCHOOL SUPPLY	0045	25010423	030	0113	$400.00
G W SCHOOL SUPPLY	0045	25010430	030	0113	$800.00
G W SCHOOL SUPPLY	0045	25010434	030	0113	$900.00
G W SCHOOL SUPPLY	0045	25010438	030	0113	$500.00
G W SCHOOL SUPPLY	0045	25010440	030	0113	$450.00
G W SCHOOL SUPPLY	0070	25009510	120	6105	$500.00
G W SCHOOL SUPPLY	0070	25009512	120	6105	$500.00
G W SCHOOL SUPPLY	0070	25010452	060	6010	$300.00
G W SCHOOL SUPPLY	0100	25010237	030	7090	$2,000.00
G W SCHOOL SUPPLY	0145	25009862	060	4124	$500.00

G W SCHOOL SUPPLY	0220	25009970	060	6500	$200.00
G W SCHOOL SUPPLY	0270	25010014	030	0113	$200.00
G W SCHOOL SUPPLY	0290	25010139	030	0110	$99.00
G W SCHOOL SUPPLY	0290	25010142	030	0113	$299.00
G W SCHOOL SUPPLY	0290	25010143	030	0113	$300.00
G W SCHOOL SUPPLY	0290	25010144	030	0113	$700.00
G W SCHOOL SUPPLY	0290	25010145	030	0113	$300.00
G W SCHOOL SUPPLY	0290	25010517	030	0113	$300.00
G W SCHOOL SUPPLY	0290	25010519	030	0625	$600.00
G W SCHOOL SUPPLY	0335	25009515	030	0125	$400.00
G W SCHOOL SUPPLY	0430	25009591	120	9085	$500.00
G W SCHOOL SUPPLY	0460	25010223	030	0110	$150.00
G W SCHOOL SUPPLY	0460	25010240	030	0110	$300.00
G W SCHOOL SUPPLY	0465	25003930	060	6010	$2,000.00
G W SCHOOL SUPPLY	0500	25009342	120	9085	$500.00
G W SCHOOL SUPPLY	0500	25010148	030	0625	$500.00
G W SCHOOL SUPPLY	0550	25007462	030	7090	$700.00
G W SCHOOL SUPPLY	0567	25009596	030	7090	$2,000.00
G W SCHOOL SUPPLY	0710	25009343	030	0152	$500.00
GATEWAY EDUCATIONAL HOLDINGS, LLC	1748	25003983	060	6300	$485.73
GATEWAY EDUCATIONAL HOLDINGS, LLC	1748	25004025	060	6300	$470.78
GEORGE FRIES	0445	25010238	030	0115	$2,221.88
GIMKIT, INC.	0060	25009487	030	0110	$1,000.00
GIVECAMPUS, INC.	0856	25009886	030	0681	$163.26
GLOBAL EQUIPMENT	0035	25009447	030	7090	$464.13
GLOBAL EQUIPMENT	0897	25009798	030	0716	$4,315.04
GOLD STAR FOODS, INC.	1910	25006940	130	5310	$3.90
GOLD STAR FOODS, INC.	1910	25010290	130	5310	$1,170.80
GOLF CAR CENTRAL SERVICE	0070	25010320	030	7090	$400.04
GOPHER	0060	25010311	060	2600	$899.66
GOPHER	0170	25010424	060	6010	$418.09
GOPHER	0220	25010515	030	0172	$271.95
GOPHER	0495	25009609	030	0172	$1,478.49
GOPHER	0710	25009354	030	0152	$1,234.15
GOPHER	0791	25010154	060	2600	$2,492.22
GOTTSCHALK MUSIC CENTER	0105	25009787	060	6770	$1,290.45
GOTTSCHALK MUSIC CENTER	0265	25010087	060	6770	$2,223.34
GOTTSCHALK MUSIC CENTER	0575	25010627	030	7090	$1,941.85
GOTTSCHALK MUSIC CENTER	0575	25010629	030	7090	$1,217.92
GOTTSCHALK MUSIC CENTER	0727	25009952	030	0168	$265.00
GOTTSCHALK MUSIC CENTER	0727	25009954	030	0168	$285.00
GOTTSCHALK MUSIC CENTER	0727	25009957	030	0168	$390.00
GOTTSCHALK MUSIC CENTER	0727	25009958	030	0168	$105.00
GOTTSCHALK MUSIC CENTER	0727	25010554	030	0168	$240.00
GOTTSCHALK MUSIC CENTER	0727	2501106	030	0168	$247.04
GOTTSCHALK MUSIC CENTER	0895	TAA25107467	030	0112	$500.00
GRADUATE SERVICES, LTD	0710	25010523	030	0152	$3,356.15

GRAFTON SCHOOL, INC.	0505	25010138	030	7090	$3,110.35
GRAINGER, INC.	0710	25009562	060	6387	$3,259.46
GRAINGER, INC.	0710	25009639	060	6387	$989.69
GRAINGER, INC.	0710	25009805	030	0152	$4,985.86
GRAINGER, INC.	0710	25009828	030	0152	$848.57
GRAINGER, INC.	0710	25009845	030	0152	$1,820.00
GRAINGER, INC.	0710	25009846	030	0152	$1,632.56
GRAINGER, INC.	0919	25010609	060	8150	$4,146.42
GRAINGER, INC.	1891	25009688	030	0716	$9,251.19
GRAINGER, INC.	1910	25010485	130	5310	$428.85
GRAPHIC COMMUNICATION	1891	25010661	030	0716	$1,980.00
GREEN VALLEY RECYCLING	1920	2500982	030	0734	$5,000.00
GREENFIELD LEARNING, INC.	0617	25010210	060	7435	$6,392.65
GUITAR CENTER STORE, INC.	0340	25010195	060	6010	$146.11
HARRISON BROS, INC.	0130	25010157	030	0173	$975.11
HARRISON BROS, INC.	0505	25009367	030	7090	$905.34
HARVARD HOUSE	0727	25010342	030	0168	$430.00
HD SUPPLY FACILITIES MAINTENANCE, LTD	1891	25010082	030	0716	$1,132.26
HD SUPPLY FACILITIES MAINTENANCE, LTD	1891	25010260	030	0716	$757.37
HEINEMANN PROFESSIONAL	0135	25010152	030	7090	$897.07
HEINEMANN PROFESSIONAL	0617	25010224	060	7435	$9,519.23
HENG CHAN SUN KIM	0185	25009752	030	7090	$200.00
HENG CHAN SUN KIM	0265	25009485	030	7090	$2,000.00
HEWITT'S RESTAURANT	0617	2500817	030	0675	$1,999.00
HEWITT'S RESTAURANT	0617	25009278	060	7435	$730.69
HEWITT'S RESTAURANT	0726	25010051	030	0606	$1,000.00
HEWITT'S RESTAURANT	0885	25002844	030	0140	$2,500.00
HEWITT'S RESTAURANT	1395	25009889	030	0500	$2,765.09
HILLCREST FARM	0725	25009530	030	0173	$3,501.00
HILLCREST FARM	0725	25009554	030	0173	$3,933.00
HILLCREST FARM	0725	25009556	030	0173	$2,934.00
HILLCREST FARM	0725	25009594	030	0173	$3,411.00
HILLCREST FARM	0725	25009595	030	0173	$3,870.00
HILLCREST FARM	0725	25009790	030	0173	$3,258.00
HILLCREST FARM	0725	25010160	030	0173	$405.00
HOME DEPOT	0897	25010104	030	0716	$1,508.94
HORN PHOTO, INC.	0335	25009956	060	722B	$500.00
HORN SHOP, THE	0105	25009789	060	6770	$1,000.00
HOSA, INC.	0710	25009421	030	0152	$835.00
IG WHOLESALE FLORIST	0710	2501605	060	6387	$5,000.00
INGRAHAM TROPHIES	0700	25010521	030	0144	$998.75
INTERNATIONAL FOUND. OF EMPLOYEE BENEFIT PLANS	0880	25009413	670	0841	$2,500.00
INTREPID SPORTSWEAR	0335	25009612	030	0172	$3,761.91
ISLAND IMPRINTS, INC.	0710	25009669	030	0152	$1,539.79
ISLAND WATERPARK, THE	0095	25009327	030	7090	$678.62
IWCF	0880	25009635	690	0861	$1,000.00

J & D MEAT COMPANY	0796	25009877	030	0667	$4,990.00
J AND I TWINS SUPER MARKET EL PARIAN, LLC	0208	25010249	030	0110	$1,820.28
J W PEPPER AND SONS, INC.	0145	25009559	060	6770	$245.80
J W PEPPER AND SONS, INC.	0208	25009328	060	6770	$125.00
J W PEPPER AND SONS, INC.	0505	25009332	030	7090	$683.00
J W PEPPER AND SONS, INC.	0505	25010628	030	7090	$563.00
J W PEPPER AND SONS, INC.	0727	25009965	030	0168	$105.00
J W PEPPER AND SONS, INC.	0727	25009966	030	0168	$230.00
J&J LY, INC.	0796	2500623	030	0667	$2,000.00
JAVIER VILLAGOMEZ ELIZONDO	0185	25009875	030	7090	$500.00
JESSE ITUARTE	0035	25009712	060	6211	$368.26
JESSE ITUARTE	0035	25009716	060	6211	$506.62
JESSE ITUARTE	0305	25010248	030	0625	$1,083.05
JESSE ITUARTE	0580	25010502	030	0625	$471.49
JOHN'S INCREDIBLE PIZZA CO.	0102	25009836	030	2430	$479.70
JOHNSTONE SUPPLY	0710	25009422	060	6387	$2,482.48
JONES CLEANING CENTER, INC.	0395	25010181	030	0125	$2,700.00
JONES SCHOOL SUPPLY CO.	0270	25009322	030	7090	$867.13
JONES SCHOOL SUPPLY CO.	0617	25009380	060	7435	$193.11
JULIO BUSTOS	1400	25009581	030	7394	$1,657.76
KAPLAN EARLY LEARNING	0715	25010460	120	5163	$776.07
KAPLAN EARLY LEARNING	0765	25009914	060	9021	$755.81
KIKKU JAPANESE	0335	25009694	030	7090	$300.00
KIKKU JAPANESE	1185	25009769	030	0500	$2,688.00
KIKKU JAPANESE	1400	25010371	030	7394	$500.00
KONA ICE OF CLOVIS, LLC	0370	25010432	030	7090	$2,400.00
KONA ICE OF CLOVIS, LLC	0490	25010572	080	8210	$3,319.00
KONA ICE OF CLOVIS, LLC	0791	25010631	060	2600	$4,245.00
KONA ICE OF FRESNO, DBA ROLLING ICE, LLC	0791	25010043	060	2600	$1,000.00
LA IMPERIAL TAQUERIA	0175	25010254	030	0110	$982.58
LA IMPERIAL TAQUERIA	0240	25010122	030	7090	$1,120.00
LAKESHORE LEARNING MATERIALS	0005	25009979	030	0113	$741.97
LAKESHORE LEARNING MATERIALS	0095	25009432	030	7090	$2,102.16
LAKESHORE LEARNING MATERIALS	0150	25010085	030	7090	$4,368.30
LAKESHORE LEARNING MATERIALS	0175	25009617	120	6105	$474.74
LAKESHORE LEARNING MATERIALS	0225	25009511	030	7090	$1,865.87
LAKESHORE LEARNING MATERIALS	0285	25009246	030	7090	$559.76
LAKESHORE LEARNING MATERIALS	0285	25009246	060	6500	$139.94
LAKESHORE LEARNING MATERIALS	0290	25010137	030	0110	$213.83
LAKESHORE LEARNING MATERIALS	0380	25010616	030	7090	$559.15
LAKESHORE LEARNING MATERIALS	0480	25009931	120	6105	$459.21
LAKESHORE LEARNING MATERIALS	0580	25010510	120	6105	$386.89
LAKESHORE LEARNING MATERIALS	0715	25010098	120	5163	$142.57
LAKESHORE LEARNING MATERIALS	0765	25009397	120	7835	$1,118.30
LAKESHORE LEARNING MATERIALS	0765	25009468	120	7835	$233.23
LAKESHORE LEARNING MATERIALS	0765	25010253	120	7835	$3,665.59
LAKESHORE LEARNING MATERIALS	0765	25010276	120	7835	$610.08

LAKESHORE LEARNING MATERIALS	0765	25010512	060	9021	$2,133.68
LAKESHORE LEARNING MATERIALS	0765	25010514	060	9021	$1,419.37
LAKESHORE LEARNING MATERIALS	0765	25010516	060	9021	$2,018.53
LAKESHORE LEARNING MATERIALS	0765	25010535	060	9021	$4,970.05
LAKESHORE LEARNING MATERIALS	0765	25010649	120	6053	$3,091.07
LAKESHORE LEARNING MATERIALS	0765	25010653	120	6053	$2,700.43
LAKESHORE LEARNING MATERIALS	0765	25010669	120	6053	$2,773.65
LANOTTE REFRIGERATION, INC.	1910	25009760	130	5310	$4,489.02
LAURA G. HUNT	0475	25010399	060	6010	$1,868.77
LAZ KARP ASSOCIATES, LLC	0765	25010257	120	7835	$1,400.00
LEARNING A-Z	0135	25009613	060	6500	$135.00
LEARNING FORWARD	0700	25777738	060	6266	$249.00
LEE GRANT INSPECTIONS	1055	25009449	350	0917	$7,200.00
LELA'S PIZZERIA, LLC	0208	25004600	080	8210	$2,000.00
LEMOORE HIGH SCHOOL	0395	25009483	030	0172	$475.00
LENNY NICHOLS	0710	25009666	030	0152	$1,737.91
LEON ENVIRONMENTAL SERVICES	0924	25010267	060	8150	$6,310.00
LEXIA LEARNING SYSTEMS, LLC	0530	25009610	030	7090	$807.15
LIBERTY HIGH SCHOOL	0055	25009303	030	0172	$350.00
LILY'S CAFE	0550	25007115	030	7090	$500.00
LILY'S CAFE	0617	25009689	060	7435	$4,547.77
LINKA CORPORATION	0852	25010123	030	0679	$500.00
LITERACY RESOURCES, LLC	0135	25009642	030	7090	$310.66
LITERACY RESOURCES, LLC	0580	25009628	060	3010	$356.00
LITERACY RESOURCES, LLC	0715	25009474	120	5163	$265.29
LIVE ACTION SAFETY 7	0710	25009217	030	0152	$3,515.46
LOTUS FRESNO CORP.	0100	25009306	030	0172	$350.00
LOWE'S	0055	25010055	030	0125	$350.00
LOWE'S	0055	25010060	030	0172	$500.00
LOWE'S	0145	25010164	060	4124	$4,500.00
LOWE'S	0185	25010395	030	0734	$500.00
LOWE'S	0240	25010431	030	0118	$4,800.00
LOWE'S	0265	25009659	060	6010	$750.00
LOWE'S	0290	25010355	030	7090	$169.03
LOWE'S	0295	25010386	060	6010	$575.00
LOWE'S	0410	25010393	060	6010	$2,000.00
LOWE'S	0421	25010064	060	4124	$4,500.00
LOWE'S	0450	25009988	060	6770	$1,000.00
LOWE'S	0550	25010056	030	7090	$1,000.00
LOWE'S	0710	25009376	030	0152	$1,500.00
LOWE'S	0710	25009900	030	0152	$3,331.34
LOWE'S	0710	25010351	030	0152	$3,939.61
LOWE'S	0710	25010375	030	0152	$1,406.38
LOWE'S	0727	25010242	030	0169	$200.00
LOWE'S	0791	25010492	060	2600	$2,500.00
LOWE'S	0810	25009984	030	0640	$300.00
LOWE'S	1005	25010039	060	6333	$500.00

LOWE'S	1400	25004651	030	7394	$900.00
LOWE'S	1910	25010446	130	5310	$192.90
LUAAC	0100	25009334	030	7090	$1,750.00
LUNA PIZZERIA AND ITALIAN REST.	0460	25010335	030	7090	$626.25
MAD ILLUSTRATORS	0290	25010097	030	0172	$530.25
MAD ILLUSTRATORS	0290	25010097	030	7090	$585.76
MAD ILLUSTRATORS	0755	25009452	030	0176	$1,109.50
MADERA HIGH SCHOOL	0185	25009482	030	0172	$375.00
MADERA UNIFORM AND ACCESSORIES, LLC	0710	25010389	030	0152	$9,690.02
MADERA WASH DEPOT	0710	25009896	030	0152	$1,500.00
MAMA MIA PIZZERIA	0340	25009683	030	0110	$1,072.67
MARK DIXON	0810	25010630	060	7085	$1,832.78
MC GRAW-HILL EDUCATION, INC.	0255	25010174	030	0625	$2,670.36
MCI/LOS CABOS FOODS	1910	25009012	130	5310	$6,427.08
MCKESSON MEDICAL-SURGICAL	0553	25009708	060	9017	$2,165.94
MCKESSON MEDICAL-SURGICAL	0730	25010396	060	9017	$40.84
MCKESSON MEDICAL-SURGICAL	0730	25010398	060	9017	$821.68
MCKESSON MEDICAL-SURGICAL	1891	25010658	030	0716	$699.57
MCLANE HIGH STUDENT BODY	0055	25010069	030	0172	$800.00
MEAT MARKET, INC. THE	0700	25009383	030	0144	$1,126.14
MEDITERRANEAN GRILL	0455	25010367	030	7091	$1,007.00
MEDITERRANEAN GRILL	0617	25009711	030	0675	$4,999.00
MEDITERRANEAN GRILL	0706	25009385	030	0157	$1,000.00
MEDITERRANEAN GRILL	0732	2501603	030	0658	$500.00
MEDITERRANEAN GRILL	0755	25009491	030	0176	$2,000.00
MEDITERRANEAN GRILL	0758	2500304	030	7091	$3,500.00
MEDITERRANEAN GRILL	0765	2500405	060	9021	$1,366.97
MEDITERRANEAN GRILL	0890	25010650	030	0708	$1,000.00
MEDITERRANEAN GRILL	1710	25009297	030	0152	$1,000.00
MEGA-PRINTS, INC.	0055	25009522	030	0625	$6,154.69
MEGA-PRINTS, INC.	0235	25009580	030	7090	$2,143.81
MEGA-PRINTS, INC.	1335	25009436	350	0913	$1,177.65
MEMORY BOOK	0480	25009938	080	8210	$1,235.41
ME-N-ED'S, INC.	0035	25009273	030	7091	$677.00
ME-N-ED'S, INC.	0055	25004195	030	0125	$1,000.00
ME-N-ED'S, INC.	0055	25009384	030	0172	$500.00
ME-N-ED'S, INC.	0070	25005024	030	7090	$2,000.00
ME-N-ED'S, INC.	0235	25010125	030	0172	$130.00
ME-N-ED'S, INC.	0265	25002157	030	0115	$2,000.00
ME-N-ED'S, INC.	0265	25009891	030	0171	$1,500.00
ME-N-ED'S, INC.	0295	25009490	030	0171	$300.00
ME-N-ED'S, INC.	0295	25009492	030	7090	$500.00
ME-N-ED'S, INC.	0305	25005171	030	0172	$1,000.00
ME-N-ED'S, INC.	0380	25010566	030	7090	$2,000.00
ME-N-ED'S, INC.	0495	25009748	080	8210	$160.00
ME-N-ED'S, INC.	0617	25009279	060	7435	$600.00
ME-N-ED'S, INC.	0710	25010255	030	0152	$100.00

ME-N-ED'S, INC.	0710	25010308	030	0152	$100.00
ME-N-ED'S, INC.	0755	25009371	030	0189	$500.00
ME-N-ED'S, INC.	0755	25009375	030	0189	$500.00
ME-N-ED'S, INC.	0755	25009377	030	0189	$500.00
ME-N-ED'S, INC.	0755	25009379	030	0189	$500.00
ME-N-ED'S, INC.	0755	25009382	030	0189	$500.00
ME-N-ED'S, INC.	0796	2500620	030	0667	$3,500.00
ME-N-ED'S, INC.	0852	25010337	030	0679	$400.00
ME-N-ED'S, INC.	0852	25010603	030	0679	$4,900.00
ME-N-ED'S, INC.	1710	25009296	030	0152	$1,000.00
MI CAFESITO, LLC	0250	25009288	030	7090	$350.00
MICHAEL'S STORES	0100	25009408	060	6010	$530.37
MICHAEL'S STORES	0100	25010037	060	6010	$424.26
MICHAEL'S STORES	0145	25010108	060	4124	$484.97
MICHAEL'S STORES	0145	25010111	060	4124	$1,860.02
MICHAEL'S STORES	0145	25010113	060	4124	$792.44
MICHAEL'S STORES	0170	25010220	060	6010	$106.41
MICHAEL'S STORES	0185	25009420	060	4124	$45.05
MICHAEL'S STORES	0185	25009423	060	4124	$69.18
MICHAEL'S STORES	0185	25009893	060	4124	$3,041.49
MICHAEL'S STORES	0185	25010114	060	4124	$203.17
MICHAEL'S STORES	0185	25010115	060	4124	$719.82
MICHAEL'S STORES	0185	25010116	060	4124	$756.61
MICHAEL'S STORES	0210	25009951	030	0172	$260.14
MICHAEL'S STORES	0335	25009424	060	4124	$3,559.35
MICHAEL'S STORES	0340	25010229	060	6010	$1,311.35
MICHAEL'S STORES	0395	25009643	060	4124	$887.33
MICHAEL'S STORES	0395	25009644	060	4124	$1,068.66
MICHAEL'S STORES	0395	25009648	060	4124	$529.18
MICHAEL'S STORES	0395	25009650	060	4124	$344.53
MICHAEL'S STORES	0395	25009654	060	4124	$455.07
MICHAEL'S STORES	0395	25009657	060	4124	$725.02
MICHAEL'S STORES	0395	25009660	060	4124	$922.88
MICHAEL'S STORES	0417	25009640	060	6010	$305.32
MICHAEL'S STORES	0417	25009663	060	6010	$834.76
MICHAEL'S STORES	0417	25009671	060	6010	$996.64
MICHAEL'S STORES	0417	25009718	060	6010	$823.62
MICHAEL'S STORES	0421	25009572	060	4124	$186.59
MICHAEL'S STORES	0421	25009638	060	4124	$367.97
MICHAEL'S STORES	0421	25010663	060	4124	$1,253.83
MICHAEL'S STORES	0421	25010664	060	4124	$900.46
MICHAEL'S STORES	0422	25010058	030	0625	$100.00
MICHAEL'S STORES	0423	25009637	060	6010	$111.59
MICHAEL'S STORES	0435	25010225	060	6010	$1,804.04
MICHAEL'S STORES	0575	25010459	060	6010	$327.33
MICHAEL'S STORES	0575	25010462	060	6010	$228.51
MICHAEL'S STORES	0575	25010464	060	6010	$453.51

MICHAEL'S STORES	0727	25009239	030	0169	$430.00
MIDWEST TECHNOLOGY PRODUCTS	0710	25010668	030	0152	$1,098.29
MINUTEMAN PRESS	0710	25010476	030	0152	$4,418.78
MINUTEMAN PRESS	0888	25009567	030	0143	$442.51
MOBILE MINI, INC.	0919	25010022	060	8150	$102.93
MORRO BAY HIGH SCHOOL	0055	25009312	030	0172	$600.00
MSKL	0885	25009458	030	0143	$6,536.61
MULTI MARKETING CORP.	0055	25010471	030	0172	$270.88
MULTI MARKETING CORP.	0130	25010031	030	0171	$3,630.67
MULTI MARKETING CORP.	0295	25009386	030	7090	$1,573.24
MULTI MARKETING CORP.	0295	25010547	030	7090	$1,019.13
MULTI MARKETING CORP.	0700	25010033	030	0144	$1,454.06
MULTI MARKETING CORP.	0856	25009444	030	0681	$5,338.77
MUSIC THEATRE INTERNATIONAL	1400	25009780	030	7394	$5,300.00
NAPA COUNTY OFFICE OF EDUCATION	0421	25009534	060	722E	$3,600.00
NAPA COUNTY SUPERINTENDENT OF SCHOOLS	0710	25009784	030	0152	$5,400.00
NASCO EDUCATION, LLC	0145	25009324	030	7090	$311.14
NASCO EDUCATION, LLC	0145	25010205	030	7090	$1,344.88
NASCO EDUCATION, LLC	0710	25009216	030	0152	$718.58
NASCO EDUCATION, LLC	0710	25009546	030	0152	$9,750.63
NASCO EDUCATION, LLC	0727	25009700	030	0168	$497.48
NASCO EDUCATION, LLC	0727	25009728	030	0168	$135.30
NATIONAL INSTITUTE FOR AUTO SERVICE EXCELLENCE	0710	25010191	030	0152	$759.00
NATIONAL INVENTORS HALL OF FAME	0791	25010005	060	2600	$2,085.30
NCTM	0395	25010478	030	7090	$549.00
NEARPOD, INC.	0055	25009897	060	3010	$5,623.33
NEARPOD, INC.	0195	25009658	030	7140	$3,953.12
NEARPOD, INC.	0567	25010671	030	7090	$2,770.83
NEW ENGLAND SHEET METAL AND MECHANICAL CO.	1110	800436	350	0917	$1,111.00
NEWSELA, INC.	0557	25009433	060	4035	$5,535.00
NICK'S CUSTOM GOLF CARS	0145	25010390	030	7090	$4,785.25
NOTORIOUS GRAFIX	1145	25010017	030	0500	$780.12
NSMOORE, INC.	0421	25009281	060	4124	$300.00
NSMOORE, INC.	0495	25009502	030	0110	$200.00
NSMOORE, INC.	0575	25010349	060	6010	$250.00
NSMOORE, INC.	0852	25010329	030	0679	$250.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD25000922	030	0113	$1,100.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD25000923	030	0113	$1,200.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD25000940	030	7090	$200.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD25000967	030	0113	$858.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD25000968	030	7090	$200.00
ODP BUSINESS SOLUTIONS, LLC	0035	OD25000937	060	6500	$101.00
ODP BUSINESS SOLUTIONS, LLC	0035	OD25000988	060	6211	$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD25000995	030	0113	$400.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD25000996	030	0113	$400.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD25000997	030	0113	$600.00

ODP BUSINESS SOLUTIONS, LLC	0045	OD25000998	030	0113	$800.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD25000999	030	0113	$700.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD25001000	030	0113	$700.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD25001001	030	0113	$800.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD25001002	030	0113	$1,100.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD25001003	030	0113	$1,100.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD25001004	030	0113	$1,100.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD25001005	030	0113	$800.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD25001006	030	0113	$700.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD25001007	030	0113	$300.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD25001008	030	0113	$300.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD25001009	030	0113	$200.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD25001010	030	0113	$800.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD25001011	030	0113	$800.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD25001012	030	0113	$550.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD25001013	030	0113	$550.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD25001014	030	0113	$700.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD25001015	030	0113	$1,100.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD25001016	030	0113	$400.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD25001017	030	0113	$300.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD25001018	030	0113	$200.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD25001019	030	0113	$600.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD25001020	030	0113	$740.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD25001021	030	0113	$800.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD25001022	030	0113	$650.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD25001023	030	0113	$700.00
ODP BUSINESS SOLUTIONS, LLC	0055	OD25000924	030	0125	$1,700.00
ODP BUSINESS SOLUTIONS, LLC	0055	OD25000925	030	0125	$1,650.00
ODP BUSINESS SOLUTIONS, LLC	0095	OD25000957	030	7091	$1,500.00
ODP BUSINESS SOLUTIONS, LLC	0127	OD25000159	030	0139	$1,200.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD25000955	030	7090	$315.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD25000956	030	7090	$315.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD25000970	030	7090	$315.00
ODP BUSINESS SOLUTIONS, LLC	0150	OD25000363	060	6010	$500.00
ODP BUSINESS SOLUTIONS, LLC	0155	OD25000964	030	0113	$200.00
ODP BUSINESS SOLUTIONS, LLC	0155	OD25000965	030	0113	$1,637.00
ODP BUSINESS SOLUTIONS, LLC	0165	OD25000933	060	6500	$149.61
ODP BUSINESS SOLUTIONS, LLC	0170	OD25000971	060	6010	$1,200.00
ODP BUSINESS SOLUTIONS, LLC	0175	OD25000180	030	7090	$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0175	OD25000180	030	7091	$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0185	OD25001028	030	7090	$1,500.00
ODP BUSINESS SOLUTIONS, LLC	0195	OD25000309	030	7090	$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0208	OD250059	030	0110	$100.00
ODP BUSINESS SOLUTIONS, LLC	0210	OD25000972	060	6770	$4,000.00
ODP BUSINESS SOLUTIONS, LLC	0225	OD25000987	060	6010	$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0235	OD25000928	030	7090	$300.00
ODP BUSINESS SOLUTIONS, LLC	0235	OD25000935	060	6500	$200.00

ODP BUSINESS SOLUTIONS, LLC	0235	OD25000936	060	2600	$5,000.00
ODP BUSINESS SOLUTIONS, LLC	0235	OD25000966	060	6500	$200.00
ODP BUSINESS SOLUTIONS, LLC	0235	OD25000993	060	6500	$315.00
ODP BUSINESS SOLUTIONS, LLC	0235	OD25000994	030	7090	$600.00
ODP BUSINESS SOLUTIONS, LLC	0265	OD25000973	030	7090	$4,300.00
ODP BUSINESS SOLUTIONS, LLC	0290	OD25000974	030	0113	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0290	OD25000975	030	0113	$1,499.00
ODP BUSINESS SOLUTIONS, LLC	0290	OD25000976	030	0113	$1,499.00
ODP BUSINESS SOLUTIONS, LLC	0290	OD25000977	030	0113	$1,200.00
ODP BUSINESS SOLUTIONS, LLC	0290	OD25000978	030	0110	$347.97
ODP BUSINESS SOLUTIONS, LLC	0290	OD25000978	030	0113	$1,499.03
ODP BUSINESS SOLUTIONS, LLC	0290	OD25000980	030	7090	$386.05
ODP BUSINESS SOLUTIONS, LLC	0290	OD25000990	030	0113	$799.00
ODP BUSINESS SOLUTIONS, LLC	0290	OD25000991	030	0113	$600.00
ODP BUSINESS SOLUTIONS, LLC	0315	OD25000617	060	6010	$1,225.05
ODP BUSINESS SOLUTIONS, LLC	0335	OD25000787	060	4124	$5,300.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD25000986	060	2600	$3,000.00
ODP BUSINESS SOLUTIONS, LLC	0395	OD25000952	060	4124	$4,000.00
ODP BUSINESS SOLUTIONS, LLC	0395	OD25001025	030	0125	$2,180.44
ODP BUSINESS SOLUTIONS, LLC	0395	OD250040	030	0125	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0415	OD25000979	120	6105	$96.07
ODP BUSINESS SOLUTIONS, LLC	0421	OD25000926	060	4124	$6,000.00
ODP BUSINESS SOLUTIONS, LLC	0421	OD25000931	030	0125	$200.00
ODP BUSINESS SOLUTIONS, LLC	0422	OD25000951	030	0625	$250.00
ODP BUSINESS SOLUTIONS, LLC	0423	OD25000938	060	6500	$200.00
ODP BUSINESS SOLUTIONS, LLC	0423	OD25000939	060	6500	$200.00
ODP BUSINESS SOLUTIONS, LLC	0423	OD25000941	060	6500	$200.00
ODP BUSINESS SOLUTIONS, LLC	0423	OD25000942	060	6500	$200.00
ODP BUSINESS SOLUTIONS, LLC	0423	OD25000943	060	6500	$200.00
ODP BUSINESS SOLUTIONS, LLC	0423	OD25000944	060	6500	$200.00
ODP BUSINESS SOLUTIONS, LLC	0423	OD25000945	060	6500	$200.00
ODP BUSINESS SOLUTIONS, LLC	0423	OD25000946	060	6500	$200.00
ODP BUSINESS SOLUTIONS, LLC	0423	OD25000947	060	6500	$200.00
ODP BUSINESS SOLUTIONS, LLC	0430	OD25000297	030	0625	$759.00
ODP BUSINESS SOLUTIONS, LLC	0435	OD25000985	030	0110	$4,999.99
ODP BUSINESS SOLUTIONS, LLC	0450	OD25000298	030	7090	$3,000.00
ODP BUSINESS SOLUTIONS, LLC	0455	OD25000969	060	3010	$181.44
ODP BUSINESS SOLUTIONS, LLC	0460	OD25000950	030	0110	$300.00
ODP BUSINESS SOLUTIONS, LLC	0460	OD25000981	030	0110	$300.00
ODP BUSINESS SOLUTIONS, LLC	0460	OD25000982	030	0110	$300.00
ODP BUSINESS SOLUTIONS, LLC	0460	OD25000983	030	0110	$150.00
ODP BUSINESS SOLUTIONS, LLC	0460	OD25000984	030	0110	$300.00
ODP BUSINESS SOLUTIONS, LLC	0460	OD25000989	120	9077	$500.00
ODP BUSINESS SOLUTIONS, LLC	0465	OD25000335	060	6010	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0480	OD25000269	030	7090	$3,000.00
ODP BUSINESS SOLUTIONS, LLC	0495	OD25000934	030	7090	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0550	OD25000835	060	6010	$1,000.00

ODP BUSINESS SOLUTIONS, LLC	0550	OD25000954	060	6500	$200.00
ODP BUSINESS SOLUTIONS, LLC	0550	OD25000959	060	6500	$200.00
ODP BUSINESS SOLUTIONS, LLC	0550	OD25000960	060	6500	$200.00
ODP BUSINESS SOLUTIONS, LLC	0550	OD25000961	060	6500	$200.00
ODP BUSINESS SOLUTIONS, LLC	0550	OD25000962	060	6500	$200.00
ODP BUSINESS SOLUTIONS, LLC	0550	OD25000963	060	6500	$200.00
ODP BUSINESS SOLUTIONS, LLC	0553	OD25000958	060	9017	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0565	OD25000932	030	0111	$795.28
ODP BUSINESS SOLUTIONS, LLC	0565	OD25000953	120	6105	$120.00
ODP BUSINESS SOLUTIONS, LLC	0575	OD25000992	030	0625	$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0617	OD25000652	060	7435	$500.00
ODP BUSINESS SOLUTIONS, LLC	0617	OD25000664	060	7435	$300.00
ODP BUSINESS SOLUTIONS, LLC	0617	OD25000929	060	7435	$500.00
ODP BUSINESS SOLUTIONS, LLC	0617	OD25001024	060	7435	$605.10
ODP BUSINESS SOLUTIONS, LLC	0700	OD25000927	030	0606	$244.00
ODP BUSINESS SOLUTIONS, LLC	0700	OD250116	030	0606	$154.62
ODP BUSINESS SOLUTIONS, LLC	0758	OD25000948	030	0117	$750.00
ODP BUSINESS SOLUTIONS, LLC	0810	OD25001027	060	7085	$4,500.00
ODP BUSINESS SOLUTIONS, LLC	0880	OD25000919	690	0861	$200.92
ODP BUSINESS SOLUTIONS, LLC	1910	OD25000921	130	5310	$202.07
ODP BUSINESS SOLUTIONS, LLC	1910	OD25000930	130	5310	$1,602.06
ODP BUSINESS SOLUTIONS, LLC	1910	OD25000949	130	5310	$216.69
ODP BUSINESS SOLUTIONS, LLC	1910	OD25001026	130	5310	$119.17
OIL CHANGER	0395	25010388	030	7090	$150.00
O'REILLY AUTO PARTS	0919	25009443	060	8150	$3,278.25
OVERDRIVE, INC.	0030	25009606	030	0625	$1,000.00
OVERDRIVE, INC.	0335	25010670	030	0624	$2,000.00
P & R PAPER SUPPLY CO.	1910	25010196	130	5310	$3,238.04
P & R PAPER SUPPLY CO.	1910	25010198	130	5310	$6,496.40
P & R PAPER SUPPLY CO.	1910	25010201	130	5310	$6,584.21
P & R PAPER SUPPLY CO.	1910	25010202	130	5310	$2,078.64
P & R PAPER SUPPLY CO.	1910	25010203	130	5310	$1,139.57
P & R PAPER SUPPLY CO.	1910	25010204	130	5310	$3,460.64
P & R PAPER SUPPLY CO.	1910	25010369	130	5310	$2,112.83
P & R PAPER SUPPLY CO.	1910	25010373	130	5310	$5,178.05
PACE SUPPLY CORP.	0919	25010166	060	8150	$3,339.38
PANERA BREAD COMPANY	0567	25009544	030	7090	$2,000.00
PANERA BREAD COMPANY	0617	25006837	060	7435	$400.00
PAPE MATERIAL HANDLING	0230	25010126	060	7399	$5,200.80
PARC	0924	25009391	060	8150	$3,070.00
PARDINI'S CATERING	0925	25009662	030	7230	$3,238.58
PARSEC EDUCATION, INC.	0865	25010347	030	0315	$750.00
PARTY WORKS/BLACKSTONE	0340	25009651	030	7090	$500.00
PARTY WORKS/W. SHAW	0100	25009795	030	7090	$1,941.58
PARTY WORKS/W. SHAW	0265	25009523	030	0171	$500.00
PARTY WORKS/W. SHAW	0410	25010345	060	6010	$4,500.00
PE UNIFORMS R US	0145	25010646	030	0125	$1,294.79

PEARSON EDUCATION	0710	25010006	030	0152	$1,137.57
PEARSON EDUCATION	0710	25010007	030	0152	$1,137.35
PEPA'S MEXICAN RESTAURANT	0430	25009807	030	7090	$1,500.00
PERFORMANCE HEALTH HOLDINGS, INC.	0335	25010467	030	7090	$4,252.74
PERFORMANCE HEALTH HOLDINGS, INC.	0725	25009219	030	0172	$2,994.32
PERMA BOUND	0160	25009545	030	0624	$5,034.98
PERMA BOUND	0495	25010161	030	0625	$2,212.29
PETUNIA'S PLACE	0015	25010522	030	0625	$2,500.00
PETUNIA'S PLACE	0145	25010426	030	7090	$100.00
PETUNIA'S PLACE	0150	25010518	030	0625	$1,000.00
PETUNIA'S PLACE	0290	25010141	030	0113	$400.00
PETUNIA'S PLACE	0290	25010524	030	0625	$1,500.00
PETUNIA'S PLACE	0290	25010526	060	6500	$200.00
PETUNIA'S PLACE	0330	25002477	030	0625	$500.00
PHONAK, LLC	0788	25010645	060	6500	$78.40
PILGRIM ARMENIAN CONGREGATION	0781	25009577	060	9017	$2,850.00
PILGRIM ARMENIAN CONGREGATION	0810	25009331	030	0649	$2,020.00
PLATT DBA REXAL USA	0919	25009425	060	8150	$2,057.16
PLATT DBA REXAL USA	0919	25010493	060	8150	$2,800.72
PLAYSCRIPTS, INC.	0727	25010625	030	0167	$703.00
POCKET NURSE MEDICAL SUPPLIES	0670	25003026	110	3555	$7,093.13
POCKET NURSE MEDICAL SUPPLIES	0710	25009214	030	0152	$1,586.59
POSITIVE PROMOTIONS, INC.	0225	25009849	030	7091	$674.16
POSITIVE PROMOTIONS, INC.	0330	25009321	030	0111	$410.54
POSITIVE PROMOTIONS, INC.	0455	25009320	030	7090	$1,678.90
PRAISE EVENT CENTER	0860	25009302	030	0694	$3,000.00
PRE SORT CENTER OF STOCKTON, INC.	0710	25009390	030	0152	$1,298.00
PREFERRED SHIPPING, INC.	0185	25009553	030	7090	$4,000.00
PRISM SCHOOL SERVICES CORP.	0170	25010040	030	7090	$4,747.94
PRISM SCHOOL SERVICES CORP.	0370	25010042	030	7090	$325.05
PRO-ED, INC.	1748	25010230	060	6300	$4,645.24
PROFESSIONAL PRINT AND MAIL, INC.	0380	25009986	030	7090	$65.55
PROLEVEL PROFESSIONAL GAMING WEAR	0030	25009676	030	0171	$520.08
PROLEVEL PROFESSIONAL GAMING WEAR	0240	25009937	030	0118	$773.62
PROLEVEL PROFESSIONAL GAMING WEAR	0725	25009673	030	0173	$546.08
PRO-SCREEN, INC. SIGNS AND GRAPHICS	0098	804711A	030	7090	$1,439.73
PRO-SCREEN, INC. SIGNS AND GRAPHICS	0098	804711A	030	7091	$820.09
PRO-SCREEN, INC. SIGNS AND GRAPHICS	0170	25009414	030	7090	$948.60
PRO-SCREEN, INC. SIGNS AND GRAPHICS	0230	25009349	030	7090	$7,508.34
PRO-SCREEN, INC. SIGNS AND GRAPHICS	0230	25009365	030	7090	$6,875.38
PRO-SCREEN, INC. SIGNS AND GRAPHICS	0230	25009372	030	7090	$1,393.88
PRO-SCREEN, INC. SIGNS AND GRAPHICS	0265	25010072	030	7090	$6,289.03
PRO-SCREEN, INC. SIGNS AND GRAPHICS	0325	25009758	030	7090	$4,088.36
PRO-SCREEN, INC. SIGNS AND GRAPHICS	0325	25010256	030	7090	$4,258.83
PRO-SCREEN, INC. SIGNS AND GRAPHICS	0325	25010256	060	6010	$2,839.21
PRO-SCREEN, INC. SIGNS AND GRAPHICS	0385	25009852	030	7090	$4,017.28
PRO-SCREEN, INC. SIGNS AND GRAPHICS	0856	25005220	030	0681	$70.70

R & D INTERIORS, INC.	0919	25010090	060	8150	$4,900.00
R & S ERECTION TRI-COUNTY, INC.	0919	25003798	060	8150	$569.75
R & S ERECTION TRI-COUNTY, INC.	0919	25009762	060	8150	$4,880.00
R.G. EQUIPMENT	1920	2500087	030	0734	$2,000.00
R/G AWARD SYSTEMS	0145	25778440	030	7090	$2,901.61
R/G AWARD SYSTEMS	0208	25008886	030	0172	$300.00
RAISE 3D TECHNOLOGIES, INC.	0710	25010303	030	0152	$5,324.23
REACT MEDICAL TRAINING, INC.	0765	25010539	120	5059	$1,600.00
REALITYWORKS, INC.	0710	25009123	030	0152	$7,977.04
RED CARPET	0055	25009460	030	0125	$551.88
RED GATE SOFTWARE, LTD	0930	25009527	030	0720	$1,680.00
REDWOOD HIGH	0055	25009313	030	0172	$400.00
REDWOOD HIGH	0055	25009314	030	0172	$400.00
REDWOOD HIGH	0185	25009670	030	0172	$200.00
REDWOOD HIGH	0395	25010606	030	0172	$300.00
REEDLEY HIGH SCHOOL	0235	25009517	030	0172	$100.00
REFRIGERATION SUPP. DIST.	0919	25010503	060	8150	$3,429.42
REFRIGERATION SUPPLIES DISTRIBUTOR	0208	25009456	030	7090	$5,895.94
REHABMART, LLC	0788	25007773	060	6500	$9.00
RESORT LIFE VENTURES, INC.	0105	2500906	030	0115	$181.75
REXEL USA, INC.	0919	25010156	060	8150	$1,584.89
RICHARDS INSTITUTE OF	0727	25009623	030	0168	$226.23
RICHARDS INSTITUTE OF	0727	25010480	030	0168	$3,200.00
RICHARDS, JENNIFER	0725	25009837	030	0173	$197.97
RICHARDS, JENNIFER	0725	25009838	030	0173	$47.77
RICOH USA, INC.	0055	RL250325	030	7090	$2,295.52
RICOH USA, INC.	0758	RL250148	030	7091	$1,057.60
RICOH USA, INC.	0930	RL250110	030	0720	$350.30
RIVERDALE JOINT UNIFIED SCHOOL DISTRICT	0395	25009794	030	0172	$500.00
RIVERSIDE COMMUNITY CARE, INC.	0810	25009469	030	0640	$396.00
RIVERSIDE GOLF COURSE	0145	25010002	030	0172	$835.00
RIZPAH BELLARD	0710	25009528	030	0194	$2,175.00
ROCHESTER 100, INC.	0530	25010513	030	7090	$669.27
ROOSEVELT BOOSTER CLUB	0395	25010473	030	0125	$4,334.00
ROOSEVELT BOOSTER CLUB	0395	25010474	030	7090	$4,198.56
ROTARY CLUB OF FRESNO	0710	25009399	030	0152	$2,216.00
RUSH ADVERTISING	0005	25010214	030	0625	$559.52
RUSH ADVERTISING	0705	25009800	110	6391	$4,638.08
RUSH ADVERTISING	0705	25009834	110	6391	$4,056.43
RUSH ADVERTISING	0880	25010374	680	0851	$6,791.06
RUSH ADVERTISING	0919	25009619	060	8150	$1,309.02
RUSSEL SIGLER, INC.	0919	25002448	060	8150	$422.56
RUSSEL SIGLER, INC.	0919	25006388	060	8150	$6,791.38
RUSSEL SIGLER, INC.	0919	25010495	060	8150	$1,935.61
RUSSEL SIGLER, INC.	1055	795361A	350	0917	$933.00
SADDLEBACK EDUC, INC.	0421	25010647	030	0625	$187.03
SALEH, WILLIAM B. CO.	1500	25009761	060	9046	$4,980.00

SALEM ENGINEERING GROUP, INC.	1421	25010028	350	0917	$3,352.00
SAM SUSTAITA	0460	25009873	030	7090	$2,400.00
SAN FRANCISCO FLORAL	0012	25010362	030	0134	$79.88
SANGER HIGH SCHOOL	0055	25009305	030	0172	$450.00
SANGER HIGH SCHOOL	0055	25009307	030	0172	$450.00
SANGER HIGH SCHOOL	0145	25009715	030	0172	$170.00
SANGER HIGH SCHOOL	0145	25009723	030	0172	$500.00
SCHOLASTIC BOOK FAIRS, INC.	0550	25009564	080	8210	$1,365.45
SCHOLASTIC BOOK FAIRS, INC.	0567	25008639	080	8210	$1,684.63
SCHOLASTIC, INC.	0020	25010461	060	6770	$3,699.00
SCHOLASTIC, INC.	0045	25009245	030	7090	$1,357.28
SCHOLASTIC, INC.	0070	25009589	060	6211	$5,294.00
SCHOLASTIC, INC.	0480	25009883	060	6211	$7,997.00
SCHOLASTIC, INC.	0755	25010458	060	2600	$305.78
SCHOLASTIC MAGAZINE	0070	25009608	060	6211	$5,664.95
SCHOLASTIC MAGAZINE	0355	25009614	030	7090	$263.56
SCHOOL FACILITY CONSULTANTS	0905	25009218	350	0916	$82.50
SCHOOL FACILITY CONSULTANTS	0905	25009218	400	0915	$5,695.00
SCHOOL HEALTH CORPORATION	0430	25010533	060	9017	$1,902.89
SCHOOL HEALTH CORPORATION	0710	25009457	030	0152	$2,692.17
SCHOOL HEALTH CORPORATION	0730	25009520	060	9017	$443.02
SCHOOL HEALTH CORPORATION	0730	25010247	060	9017	$7,758.06
SCHOOL HEALTH CORPORATION	0785	25009922	060	6547	$107.21
SCHOOL HEALTH CORPORATION	0785	25009923	060	6547	$107.21
SCHOOL HEALTH CORPORATION	0785	25009926	060	6547	$107.21
SCHOOL HEALTH CORPORATION	0785	25009928	060	6547	$107.21
SCHOOL HEALTH CORPORATION	0785	25009929	060	6547	$258.25
SCHOOL HEALTH CORPORATION	0785	25009932	060	6547	$297.82
SCHOOL HEALTH CORPORATION	0785	25009936	060	6547	$148.93
SCHOOL HEALTH CORPORATION	0785	25009939	060	6547	$148.93
SCHOOL HEALTH CORPORATION	0785	25009945	060	6547	$67.62
SCHOOL HEALTH CORPORATION	0785	25009960	060	6547	$148.93
SCHOOL HEALTH CORPORATION	1891	25010659	030	0716	$1,950.95
SCHOOL OUTFITTERS	0380	25010567	030	7090	$602.24
SCHOOL OUTFITTERS	0380	25010567	120	9085	$492.75
SCHOOL SPECIALTY, LLC	0035	25010496	060	6010	$195.49
SCHOOL SPECIALTY, LLC	0140	25009341	060	6770	$82.86
SCHOOL SPECIALTY, LLC	0150	25009215	060	6010	$5.93
SCHOOL SPECIALTY, LLC	0220	25009706	030	7090	$699.21
SCHOOL SPECIALTY, LLC	0237	25009899	030	0171	$760.60
SCHOOL SPECIALTY, LLC	0355	25010065	030	7090	$308.67
SCHOOL SPECIALTY, LLC	0410	25010506	060	6770	$2,000.00
SCHOOL SPECIALTY, LLC	0480	25009927	120	6105	$329.85
SCHOOL SPECIALTY, LLC	0575	25010636	060	3010	$2,488.10
SCHOOL SPECIALTY, LLC	0715	25010100	120	5163	$1,378.64
SCHOOL SPECIALTY, LLC	0727	25010498	030	0168	$453.37
SCHOOL SPECIALTY, LLC	0782	25009326	060	6500	$195.97

SCHOOL SPECIALTY, LLC	1070	25010184	350	0917	$8,489.46
SCHOOL SPECIALTY, LLC	1891	25010285	030	0716	$7,675.51
SCHOOL SPECIALTY, LLC	1891	25010654	030	0716	$3,682.81
SCHOOL SPECIALTY, LLC	1895	25009549	030	0717	$1,204.04
SCHOOL SPECIALTY, LLC	1895	25010030	030	0717	$1,204.04
SCOUT ISLAND/FCOE	0240	25009942	030	7091	$450.00
SCOUT ISLAND/FCOE	0725	25009335	030	0173	$1,200.00
SDI INNOVATIONS, INC.	0140	25010357	030	0172	$131.75
SERVICE ALARM CO.	0795	25009412	060	3010	$780.00
SEVAG JIERIAN	0885	25009910	030	0143	$500.00
SHELDON FRANKEN	0810	25009717	060	7085	$3,806.03
SHIFFLER EQUIPMENT SALES, INC.	0919	25010666	060	8150	$6,653.07
SHUTTERFLY HOLDINGS, INC.	0125	25005636	030	0124	$400.00
SI SWUN	0385	25010508	060	3010	$4,160.86
SIERRA PACIFIC H.S.	0055	25009315	030	0172	$350.00
SITEONE LANDSCAPE SUPPLY	1920	798553	030	0734	$176.83
SJV EMPIRE GLASS, INC.	0495	25009348	060	6770	$2,642.88
SJVOA: BASKETBALL UNIT	0125	25009878	030	0172	$900.00
SJVOA: BASKETBALL UNIT	0127	25009905	030	7090	$900.00
SMARTYSTREETS, LLC	0887	25009946	030	0140	$2,000.00
SNAP-ON INDUSTRIAL	0925	2500237	030	7230	$2,000.00
SOCCER EXPRESS	0185	25009888	030	0172	$2,942.51
SOCCER EXPRESS	0185	25010167	060	4124	$2,513.68
SOCCER EXPRESS	0421	25009887	030	0172	$282.33
SOLPAC CONSTRUCTION, INC.	1395	797004	350	0916	$5,205.89
SONIA AJAYI	0175	25010245	030	7090	$350.93
SONIA AJAYI	0175	25010245	030	7091	$350.94
SONIA AJAYI	0340	25009681	080	8210	$750.46
SOUND CONTRACTING, INC.	0295	805608A	060	6770	$3,976.34
SOUND CONTRACTING, INC.	1470	25009607	350	0917	$3,570.82
SOUTHWEST SCHOOL SUPPLY	0702	25010118	060	6266	$4,000.00
SOUTHWEST SCHOOL SUPPLY	0852	25010643	030	0679	$500.00
ST PAUL ARMENIAN CHURCH	0781	25009392	060	9017	$2,354.00
ST PAUL ARMENIAN CHURCH	0810	25010187	030	0649	$1,034.00
STALLION ATHLETIC BOOSTERS	0055	25009301	030	0172	$350.00
STALLION ATHLETIC BOOSTERS	0055	25009309	030	0172	$450.00
STARFALL PUBLICATIONS	0430	25010021	030	7090	$384.66
STATE ARCHITECT, DIVISION OF	1145	25010194	350	0917	$1,759.58
STATE ARCHITECT, DIVISION OF	1195	25009388	060	3213	$890.31
STATE ARCHITECT, DIVISION OF	1260	25009381	120	6128	$4,634.06
STATE CENTER COMMUNITY COLLEGE FOUNDATION	1400	25009481	030	7394	$300.00
STEVE WEISS MUSIC	0185	25010381	060	6770	$3,077.83
SUNNYSIDE COOKIES, LLC	0185	25010264	030	0172	$996.00
SUNNYSIDE DANCEWEAR	0235	25010546	060	6770	$2,949.00
SUNNYSIDE DONUTS	0465	2500716	030	7090	$1,500.00
SUNNYSIDE DONUTS	0700	25009489	030	0144	$968.49
SUNNYSIDE DONUTS	1260	25009950	060	6333	$200.00

SUNNYSIDE HIGH ASB	0145	25009720	030	0172	$425.00
SUNNYSIDE HIGH ASB	0185	25009999	030	0172	$400.00
SUNNYSIDE TROPHY, INC.	0135	25010404	030	7090	$151.69
SUNNYSIDE TROPHY, INC.	1005	25009555	060	6333	$4,000.00
SWANK MOTION PICTURES	0208	25009955	080	8210	$700.00
SYSCO OF CENTRAL CALIFORNIA	1910	25010192	130	5310	$3,526.21
SYSCO OF CENTRAL CALIFORNIA	1910	25010206	130	5310	$488.75
SYSCO OF CENTRAL CALIFORNIA	1910	25010207	130	5310	$1,427.62
SYSCO OF CENTRAL CALIFORNIA	1910	25010379	130	5310	$2,013.08
TACOS MARQUITOS, INC.	0335	25009695	030	7090	$1,000.00
TACOS MARQUITOS, INC.	0495	25009295	030	0110	$673.94
TACOS MARQUITOS, INC.	0710	25008932	030	0152	$1,207.00
TACOS MARQUITOS, INC.	0725	25006499	030	0172	$1,000.00
TASTY BRANDS, LLC	1910	25009049	130	5310	$5,071.68
TASTY BRANDS, LLC	1910	25009051	130	5310	$1,306.40
TECH MUSEUM OF INNOVATION	0710	25010159	030	0152	$480.00
TECH MUSEUM OF INNOVATION	0725	25009497	030	0173	$807.00
TECH MUSEUM OF INNOVATION	0725	25009550	030	0173	$1,188.00
TEXTBOOK WAREHOUSE, LLC	0410	25010463	060	6010	$323.15
THE BERROCK SHOP	0725	25010075	030	0172	$1,500.00
THE COSTUMER	0710	25009809	030	0152	$1,171.91
THE HMONG, INC.	0791	25010333	060	2600	$3,000.00
THE HONEY BAKED HAM COMPANY, LLC	0135	25009655	030	7090	$320.00
THE INSTITUTE FOR MULTI-SENSORY EDUCATION	0070	25010599	060	6211	$4,500.00
THE INSTITUTE FOR MULTI-SENSORY EDUCATION	0225	25010136	030	7091	$1,908.95
THE INSTITUTE FOR MULTI-SENSORY EDUCATION	0617	25010170	060	7435	$500.00
THE LERNER GROUP	0020	25010163	030	0625	$656.25
THE MIDWEST CLINIC	1400	25010413	030	7394	$220.00
THE MOWERS EDGE	0919	25010302	060	8150	$1,552.00
THE MOWERS EDGE	1891	25010165	030	0716	$1,516.90
THE MOWERS EDGE	1920	2501331	030	0734	$5,000.00
THE RON CLARK ACADEMY, INC.	0423	25009531	060	3010	$4,300.00
THE WRITE TOOLS, LLC	0430	25009519	030	7090	$2,040.00
THE WRITE TOOLS, LLC	0430	25009519	030	7091	$360.00
THE WYRICK BOOK CO.	0045	25010610	030	0624	$1,121.39
THERMOWORKS, INC.	1910	25010500	130	5310	$365.24
THOMAS SCIENTIFIC HOLDINGS, LLC	0710	25003327A1	060	6387	$3,229.56
THOMAS SCIENTIFIC HOLDINGS, LLC	0710	25008688A	030	0152	$759.70
TIDMORE FLAGS	1891	25009622	030	0716	$999.04
TIFCO INDUSTRIES	0919	25010667	060	8150	$8,088.87
TNT DJ FRESNO	0215	25009908	080	8210	$400.00
TOLTECMEDIA	0725	25009569	030	0172	$7,500.00
TROPICALE FOODS, INC.	0010	2500730	030	7090	$1,000.00
ULINE	0220	25010472	030	7090	$993.09
ULINE	0445	25009507	030	7090	$1,505.87
ULINE	1910	25009521	130	5310	$555.63
UNCLE HARRY'S, INC.	0010	2500652	030	0115	$1,000.00

UNIGLOBE TRAVEL	0012	25003355	030	0134	$34.75
UNIGLOBE TRAVEL	0055	25010479	030	7090	$100.00
UNIGLOBE TRAVEL	0055	25010481	030	7090	$100.00
UNIGLOBE TRAVEL	0098	25009262	030	7090	$100.00
UNIGLOBE TRAVEL	0100	25009823	030	7090	$100.00
UNIGLOBE TRAVEL	0130	25009964	030	7090	$3,058.29
UNIGLOBE TRAVEL	0170	25009822	030	7090	$1,384.33
UNIGLOBE TRAVEL	0240	25009829	060	7399	$1,162.77
UNIGLOBE TRAVEL	0335	25009533	030	7090	$2,000.00
UNIGLOBE TRAVEL	0335	25009819	030	7090	$2,300.00
UNIGLOBE TRAVEL	0335	25010445	030	7090	$1,367.00
UNIGLOBE TRAVEL	0395	25009418	030	7090	$3,615.08
UNIGLOBE TRAVEL	0395	25010425	030	7090	$100.00
UNIGLOBE TRAVEL	0412	25009251	060	4035	$9,752.46
UNIGLOBE TRAVEL	0412	25010216	060	4035	$4,421.79
UNIGLOBE TRAVEL	0417	25009859	030	7090	$100.00
UNIGLOBE TRAVEL	0421	25010484	030	7090	$3,459.00
UNIGLOBE TRAVEL	0423	25009963	060	3010	$8,520.84
UNIGLOBE TRAVEL	0423	25010427	060	6770	$497.39
UNIGLOBE TRAVEL	0440	25010527	030	7090	$1,500.00
UNIGLOBE TRAVEL	0505	25010052	030	7090	$100.00
UNIGLOBE TRAVEL	0601	25007783	030	0677	$1,072.99
UNIGLOBE TRAVEL	0601	25008073	030	0677	$809.71
UNIGLOBE TRAVEL	0601	25010411	030	0677	$100.00
UNIGLOBE TRAVEL	0619	25009827	030	0138	$100.00
UNIGLOBE TRAVEL	0655	25010435	030	0675	$100.00
UNIGLOBE TRAVEL	0700	25002584	060	6266	$4,542.69
UNIGLOBE TRAVEL	0700	25009821	060	6266	$767.77
UNIGLOBE TRAVEL	0702	25010339	060	6266	$3,328.55
UNIGLOBE TRAVEL	0705	25009820	110	6390	$100.00
UNIGLOBE TRAVEL	0706	25009264	030	0157	$100.00
UNIGLOBE TRAVEL	0710	25007758	030	0152	$1,068.00
UNIGLOBE TRAVEL	0710	25010528	030	0152	$6,756.38
UNIGLOBE TRAVEL	0758	25009557	030	0117	$100.00
UNIGLOBE TRAVEL	0787	25009633	060	6500	$1,400.00
UNIGLOBE TRAVEL	0787	25010635	060	6500	$872.50
UNIGLOBE TRAVEL	0791	25006090	060	2600	$1,472.31
UNIGLOBE TRAVEL	0791	25009824	060	2600	$100.00
UNIGLOBE TRAVEL	0852	25009825	030	0679	$1,364.33
UNIGLOBE TRAVEL	0860	25010046	030	0694	$1,871.75
UNIGLOBE TRAVEL	0865	25010525	030	0602	$1,767.71
UNIGLOBE TRAVEL	0880	25009961	670	0841	$316.98
UNIGLOBE TRAVEL	0880	25009962	670	0841	$316.98
UNIGLOBE TRAVEL	1910	25006535	060	7032	$751.36
UNIGLOBE TRAVEL	1921	25009558	030	0734	$1,646.59
UNITED SKATES OF AMERICA, INC.	0102	25009947	030	2430	$583.14
UNIVERSITY OF SOUTHERN CALIFORNIA	0335	25010363	030	7090	$1,047.31

US AIR CONDITIONING	0919	25009911	060	8150	$3,053.55
US TOY/CONSTRUCTIVE PLAYTHINGS	0765	25010294	120	6053	$619.22
VALLARTA FOOD ENTERPRISES	0005	25009504	030	7090	$50.00
VALLARTA FOOD ENTERPRISES	0005	25009536	030	7090	$500.00
VALLARTA FOOD ENTERPRISES	0005	25009692	030	7090	$250.00
VALLARTA FOOD ENTERPRISES	0020	25009746	030	7091	$150.00
VALLARTA FOOD ENTERPRISES	0025	25009289	030	7090	$250.00
VALLARTA FOOD ENTERPRISES	0025	25010436	030	7090	$250.00
VALLARTA FOOD ENTERPRISES	0025	25010439	030	7090	$250.00
VALLARTA FOOD ENTERPRISES	0025	25010441	030	7090	$200.00
VALLARTA FOOD ENTERPRISES	0025	25010442	030	7090	$200.00
VALLARTA FOOD ENTERPRISES	0045	25010128	060	6010	$1,000.00
VALLARTA FOOD ENTERPRISES	0055	25009353	030	0172	$100.00
VALLARTA FOOD ENTERPRISES	0055	25009355	030	0125	$200.00
VALLARTA FOOD ENTERPRISES	0070	25009935	030	7090	$500.00
VALLARTA FOOD ENTERPRISES	0070	25010078	030	7091	$700.00
VALLARTA FOOD ENTERPRISES	0075	25010324	030	7090	$500.00
VALLARTA FOOD ENTERPRISES	0095	25009792	030	0110	$600.00
VALLARTA FOOD ENTERPRISES	0100	25009839	060	6010	$160.00
VALLARTA FOOD ENTERPRISES	0100	25010327	030	7090	$500.00
VALLARTA FOOD ENTERPRISES	0105	25009980	060	6010	$300.00
VALLARTA FOOD ENTERPRISES	0125	25010332	030	0124	$1,000.00
VALLARTA FOOD ENTERPRISES	0130	25009672	030	0125	$100.00
VALLARTA FOOD ENTERPRISES	0135	25010443	030	7090	$100.00
VALLARTA FOOD ENTERPRISES	0135	25010444	030	7090	$100.00
VALLARTA FOOD ENTERPRISES	0135	25010447	030	7090	$100.00
VALLARTA FOOD ENTERPRISES	0145	25010450	030	7090	$400.00
VALLARTA FOOD ENTERPRISES	0170	25009806	030	7090	$250.00
VALLARTA FOOD ENTERPRISES	0175	25009690	030	7091	$250.00
VALLARTA FOOD ENTERPRISES	0175	25010325	030	7090	$300.00
VALLARTA FOOD ENTERPRISES	0185	25009810	030	7090	$300.00
VALLARTA FOOD ENTERPRISES	0185	25010095	030	7090	$400.00
VALLARTA FOOD ENTERPRISES	0210	25010127	030	7091	$250.00
VALLARTA FOOD ENTERPRISES	0225	25010448	030	7090	$500.00
VALLARTA FOOD ENTERPRISES	0235	25009363	030	0625	$400.00
VALLARTA FOOD ENTERPRISES	0235	25010131	030	0172	$300.00
VALLARTA FOOD ENTERPRISES	0240	25010132	030	0118	$1,000.00
VALLARTA FOOD ENTERPRISES	0260	25010328	060	6010	$500.00
VALLARTA FOOD ENTERPRISES	0265	25009496	030	0171	$500.00
VALLARTA FOOD ENTERPRISES	0265	25009871	030	7090	$600.00
VALLARTA FOOD ENTERPRISES	0295	25009677	030	7090	$350.00
VALLARTA FOOD ENTERPRISES	0295	25010344	060	6010	$550.00
VALLARTA FOOD ENTERPRISES	0310	25010076	030	7091	$198.00
VALLARTA FOOD ENTERPRISES	0335	25009500	030	7090	$600.00
VALLARTA FOOD ENTERPRISES	0335	25009501	030	0125	$200.00
VALLARTA FOOD ENTERPRISES	0335	25009685	030	7090	$1,000.00
VALLARTA FOOD ENTERPRISES	0335	25009686	030	7090	$200.00

VALLARTA FOOD ENTERPRISES	0335	25010451	030	7090	$250.00
VALLARTA FOOD ENTERPRISES	0340	25009586	030	7090	$300.00
VALLARTA FOOD ENTERPRISES	0340	25009587	030	7090	$300.00
VALLARTA FOOD ENTERPRISES	0355	25009995	030	7091	$250.00
VALLARTA FOOD ENTERPRISES	0370	25009709	060	6500	$100.00
VALLARTA FOOD ENTERPRISES	0385	25009687	030	7090	$700.00
VALLARTA FOOD ENTERPRISES	0395	25009751	030	7090	$400.00
VALLARTA FOOD ENTERPRISES	0395	25010094	030	0125	$550.00
VALLARTA FOOD ENTERPRISES	0417	25010080	030	7090	$100.00
VALLARTA FOOD ENTERPRISES	0417	25010081	030	7090	$200.00
VALLARTA FOOD ENTERPRISES	0421	25009282	030	7090	$300.00
VALLARTA FOOD ENTERPRISES	0421	25010130	060	4124	$300.00
VALLARTA FOOD ENTERPRISES	0430	25009358	030	7090	$300.00
VALLARTA FOOD ENTERPRISES	0430	25009975	030	7090	$300.00
VALLARTA FOOD ENTERPRISES	0430	25010570	030	7090	$300.00
VALLARTA FOOD ENTERPRISES	0440	25009292	030	0115	$150.00
VALLARTA FOOD ENTERPRISES	0440	25010545	030	0171	$200.00
VALLARTA FOOD ENTERPRISES	0450	25009917	030	7091	$103.00
VALLARTA FOOD ENTERPRISES	0450	25009919	030	7091	$104.00
VALLARTA FOOD ENTERPRISES	0450	25009925	030	7091	$102.00
VALLARTA FOOD ENTERPRISES	0455	25009290	030	7090	$200.00
VALLARTA FOOD ENTERPRISES	0455	25010368	030	7091	$300.00
VALLARTA FOOD ENTERPRISES	0490	25010540	030	0110	$500.00
VALLARTA FOOD ENTERPRISES	0490	25010563	030	7090	$500.00
VALLARTA FOOD ENTERPRISES	0500	25009972	030	7090	$100.00
VALLARTA FOOD ENTERPRISES	0500	25009976	030	7091	$100.00
VALLARTA FOOD ENTERPRISES	0535	25009535	030	0110	$300.00
VALLARTA FOOD ENTERPRISES	0552	25009495	030	7090	$250.00
VALLARTA FOOD ENTERPRISES	0565	25009283	030	7090	$100.00
VALLARTA FOOD ENTERPRISES	0565	25009284	030	7090	$75.00
VALLARTA FOOD ENTERPRISES	0567	25009585	030	7090	$500.00
VALLARTA FOOD ENTERPRISES	0575	25010348	060	6010	$250.00
VALLARTA FOOD ENTERPRISES	0601	25009287	030	0677	$300.00
VALLARTA FOOD ENTERPRISES	0601	25010555	030	0677	$650.00
VALLARTA FOOD ENTERPRISES	0617	25009280	060	7435	$300.00
VALLARTA FOOD ENTERPRISES	0617	25009726	030	0675	$350.00
VALLARTA FOOD ENTERPRISES	0700	25009285	030	0606	$100.00
VALLARTA FOOD ENTERPRISES	0702	25009293	060	6266	$300.00
VALLARTA FOOD ENTERPRISES	0710	25010550	030	0152	$1,000.00
VALLARTA FOOD ENTERPRISES	0727	25009982	030	0168	$200.00
VALLARTA FOOD ENTERPRISES	0765	25010340	120	9085	$100.00
VALLARTA FOOD ENTERPRISES	0791	25009286	060	2600	$300.00
VALLARTA FOOD ENTERPRISES	0791	25009770	060	2600	$150.00
VALLARTA FOOD ENTERPRISES	0796	25009667	030	0667	$200.00
VALLARTA FOOD ENTERPRISES	0796	25009985	030	0667	$200.00
VALLARTA FOOD ENTERPRISES	0796	25010331	030	0667	$300.00
VALLARTA FOOD ENTERPRISES	0810	25009498	030	0649	$300.00

VALLARTA FOOD ENTERPRISES	0810	25009499	030	0649	$500.00
VALLARTA FOOD ENTERPRISES	0919	25010543	060	8150	$500.00
VALLARTA FOOD ENTERPRISES	0930	25009267	030	0720	$350.00
VALLARTA FOOD ENTERPRISES	0930	25010558	030	0720	$300.00
VALLARTA FOOD ENTERPRISES	1235	25009735	030	0500	$300.00
VALLARTA FOOD ENTERPRISES	1335	25009881	030	0500	$600.00
VALLEY PUBLIC TELEVISION	0860	25009300	030	0694	$1,000.00
VARITRONICS, LLC	0123	25010268	030	0147	$47.96
VARITRONICS, LLC	0170	25009841	060	4129	$1,668.52
VARITRONICS, LLC	0208	25009411	030	7090	$2,177.68
VARITRONICS, LLC	0422	25010417	030	0625	$590.47
VARITRONICS, LLC	0435	25009364	030	7090	$1,928.46
VARITRONICS, LLC	0495	25009729	060	3010	$1,440.88
VARITRONICS, LLC	0500	25010271	060	7399	$1,625.17
VARITRONICS, LLC	0510	25009378	030	0110	$1,115.86
VARITRONICS, LLC	0580	25010101	030	7090	$3,278.67
VARSITY BRANDS HOLDING CO., INC.	0045	25009989	030	0172	$1,814.87
VARSITY BRANDS HOLDING CO., INC.	0105	25003760	030	0172	$3.00
VARSITY BRANDS HOLDING CO., INC.	0105	25005706	030	0172	$122.50
VARSITY BRANDS HOLDING CO., INC.	0123	25010259	030	7090	$593.54
VARSITY BRANDS HOLDING CO., INC.	0145	25010505	030	0172	$3,245.75
VARSITY BRANDS HOLDING CO., INC.	0185	25009568	070	0761	$5,568.37
VARSITY BRANDS HOLDING CO., INC.	0185	25009571	060	4124	$8,120.35
VARSITY BRANDS HOLDING CO., INC.	0235	25010281	030	0172	$572.59
VARSITY BRANDS HOLDING CO., INC.	0325	25009894	030	0172	$506.60
VARSITY BRANDS HOLDING CO., INC.	0325	25009987	030	0172	$1,897.46
VARSITY BRANDS HOLDING CO., INC.	0335	25009350	030	0172	$592.16
VARSITY BRANDS HOLDING CO., INC.	0335	25009352	030	0172	$2,014.51
VARSITY BRANDS HOLDING CO., INC.	0335	25009356	030	0172	$3,287.61
VARSITY BRANDS HOLDING CO., INC.	0335	25009366	030	0172	$4,816.88
VARSITY BRANDS HOLDING CO., INC.	0395	25009416	030	0172	$3,819.28
VARSITY BRANDS HOLDING CO., INC.	0395	25009991	030	0172	$2,442.38
VARSITY BRANDS HOLDING CO., INC.	0395	25009992	030	0172	$2,405.42
VARSITY BRANDS HOLDING CO., INC.	0421	25010313	030	0172	$697.95
VARSITY BRANDS HOLDING CO., INC.	0505	25009407	030	0171	$2,331.46
VARSITY BRANDS HOLDING CO., INC.	0505	25009410	030	0171	$673.60
VEDENOFF, DEREK	0924	25009337	060	8150	$44.95
VENTURA TV, INC.	0235	25010169	030	7090	$807.37
VERITIV OPERATNG COMPANY	1910	25009409	130	5310	$1,068.01
VERITIV OPERATNG COMPANY	1910	25010370	130	5310	$205.97
VERITIV OPERATNG COMPANY	1910	25010376	130	5310	$156.03
VERNIER SOFTWARE AND TECHNOLOGY, INC.	0055	25010172	030	7090	$1,611.68
VERNIER SOFTWARE AND TECHNOLOGY, INC.	0235	25009971	030	7090	$614.22
VERNIER SOFTWARE AND TECHNOLOGY, INC.	0710	25010083	030	0152	$639.43
VIKING ENTERPRISES	0010	795387A	060	7032	$7,306.87
VINCENT COMMUNICATIONS, INC.	0055	25010491	030	0125	$2,183.25
VINCENT COMMUNICATIONS, INC.	0340	25009529	060	7399	$779.90

VINCENT COMMUNICATIONS, INC.	0435	25009775	030	0110	$194.98
VINCENT COMMUNICATIONS, INC.	0575	25010319	030	7091	$779.90
VINCENT COMMUNICATIONS, INC.	0880	25009774	680	0851	$1,312.50
W.O.W. PRODUCTIONS	0145	25009241	060	6770	$6,000.00
W.O.W. PRODUCTIONS	1400	25002967	030	7394	$2,000.00
WALSWORTH PUBLISHING COMPANY, INC.	0208	25009812	080	8210	$63.80
WARDS NATURAL SCIENCE, INC.	0265	25010227	030	7090	$36.00
WARDS NATURAL SCIENCE, INC.	0710	25009244	030	0152	$1,994.56
WASTE MANAGEMENT/USA WASTE	1920	25009736	030	0734	$4,290.87
WECO SUPPLY CO.	0240	25009539	030	0118	$207.45
WENGER CORPORATION	0105	25009518	060	6770	$1,218.60
WENGER CORPORATION	0105	25010278	060	6770	$7,520.35
WENGER CORPORATION	0105	25010280	060	6770	$1,439.19
WENGER CORPORATION	0105	25010305	060	6770	$4,270.63
WENGER CORPORATION	0105	25010350	060	6770	$4,705.27
WESTCOAST PRODUCTS AND DESIGN, LLC	0710	25009426	030	0152	$3,118.02
WESTERN BAND ASSOCIATION	0421	25009470	030	0125	$450.00
WILD WATER ADVENTURES	0500	25009330	080	8210	$1,003.22
WILLS, MARCIA	0930	25009656	030	0720	$25.00
WONDER VALLEY RANCH RESORT	0240	25009477	030	0118	$770.40
WONDER VALLEY RANCH RESORT	0240	25009477	030	0173	$5,649.60
WONDER VALLEY RANCH RESORT	0710	25010134	030	0152	$2,186.00
WOODBURN PRESS	0340	25003629	030	7090	$39.81
WORLD'S FINEST CHOCOLATE	0460	25009749	080	8210	$3,576.00
WRESTLINGMART.COM	0335	25010314	030	0172	$526.18
YELLOW DOG SIGNS & GRAPHICS	0235	25009759	030	7090	$315.15
YELLOW DOG SIGNS & GRAPHICS	0475	25009323	060	6010	$426.90
YELLOW DOG SIGNS & GRAPHICS	0565	25010025	030	0110	$1,941.63
YELLOW DOG SIGNS & GRAPHICS	0727	25009835	060	6770	$421.26
YELLOW DOG SIGNS & GRAPHICS	0791	25009797	060	2600	$8,971.38
YELLOW DOG SIGNS & GRAPHICS	0888	25009351	030	0143	$70.92
YOSEMITE FIRE AND SECURITY	0919	25010275	060	8150	$5,850.00

DEPARTMENT INDEX
(Numeric)

FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	**OBJECT**
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	**XXXX (4)**

DEPT	DEPARTMENT NAME
0002	Academy for Civil & Entrepreneurial Leadership
0005	Addams Elementary
0010	Ahwahnee Middle School
0012	Charter School
0015	Anthony Elementary
0020	Ayer Elementary
0025	Aynesworth Elementary
0030	Baird Middle
0035	Balderas Elementary
0040	Bethune Elementary
0045	Birney Elementary
0055	Bullard High School
0060	Bullard Talent K-8
0070	Burroughs Elementary
0075	Calwa Elementary
0077	Dewolf West
0080	Carver K-8
0089	Ceasar Chavez
0090	Centennial Elementary
0095	Columbia Elementary
0098	Comm-Phoenix Elementary
0100	Computech
0102	Phoenix Secondary
0105	Cooper Middle School
0110	Dailey Elementary
0120	Del Mar Elementary
0123	Design Science High School
0125	Dewolf High School
0127	Phillip J Patino School of Entreprenuership
0130	Duncan Polytechnical
0135	Easterby Elementary
0140	Eaton Elementary
0145	Edison High School
0150	Ericson Elementary
0155	Ewing Elementary
0160	Figarden Elementary
0165	Forkner Elementary
0170	Fort Miller Middle
0175	Fremont Elementary
0176	Fresno Adventist
0181	Fresno City College
0185	Fresno High School
0188	Fulton
0190	GATE Office
0195	Manchester GATE Elementary
0200	Gibson Elementary
0205	Ginsburg
0208	Hamilton
0210	Heaton Elementary
0215	Hidalgo Elementary
0220	Holland Elementary
0225	Homan Elementary
0227	Homeless
0228	Suicide Prevention
0230	Cambridge
0235	Hoover High School
0237	Adult Transition Program on Fairmont
0240	JE Young Independent Study
0241	JE Young eLearn Academy
0250	Jackson Elementary
0255	Jefferson Elementary
0257	Kepler Charter
0260	King Elementary
0265	Kings Canyon Middle School
0270	Kirk Elementary
0285	Kratt Elementary
0290	Lane Elementary
0295	Lawless Elementary
0302	Professional Learning
0305	Leavenworth Elementary
0310	Lincoln Elementary
0315	Lowell Elementary
0320	Malloch Elementary

DEPARTMENT INDEX
(Numeric)

FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	**OBJECT**
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	**XXXX (4)**

DEPT	DEPARTMENT NAME
0330	McCardle Elementary
0335	McLane High School
0340	Muir Elementary
0355	Norseman Elementary
0361	Our Lady Of Victory
0365	Powers Elementary
0370	Pyle Elementary
0380	Robinson Elementary
0385	Roeding Elementary
0395	Roosevelt High School
0396	Roosevelt PACE
0400	Roosevelt School of the Arts
0410	Rowell Elementary
0412	San Joaquin
0415	Scandinavian Middle School
0417	Sequoia Middle School
0420	Slater Elementary
0421	Sunnyside High School
0422	Starr Elementary
0423	Terronez Middle School
0426	Creative Alternatives
0428	St Anthony
0429	St Helens
0430	Storey Elementary
0435	Sunset Elementary
0440	Tehipite Middle School
0445	Tenaya Middle School
0450	Thomas Elementary
0455	Tioga Middle School
0460	Turner Elementary
0462	Valley Preparatory Academy Charter
0463	Valley Arts and Science Academy
0465	Viking Elementary
0470	Vinland Elementary
0475	Wawona Middle School
0480	Webster Elementary
0485	Wilson Elementary
0495	Wishon Elementary
0500	Wolters Elementary
0503	Carter C. Woodson Public Charter
0504	504 Coordinator
0505	Yosemite Middle School
0510	Greenberg Elementary
0530	Olmos Elementary
0535	Bakman Elementary
0550	Williams Elementary
0552	Rata
0553	Addicott
0554	Southeast Elementary
0560	Site M-Orange/Butler
0565	Yokomi Elementary
0567	Vang Pao Elementary
0575	Gaston B Rutherford Middle School
0580	Juan Felipe Herrera Elementary
0601	Instructional Division - Academic Office
0615	Middle School
0616	Elementary Division Area HL
0617	School Leadership
0618	Elementary Division Area EG
0619	Alternative Education
0645	External Partnerships
0655	Instructional Leadership
0656	Data & Psychometrics
0660	High School Administration
0661	Special Projects
0663	District & School Accountability
0664	Security Office
0670	Vocational Ed-Adult Education
0674	GED Testing-Adult Education
0675	ESL-Adult Education
0676	Parent Education-Adult Education
0679	231 Grant-Adult Education
0680	Secondary-Adult Education
0681	ABE-Adult Education

DEPARTMENT INDEX
(Numeric)

FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	**OBJECT**
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	**XXXX (4)**

DEPT	DEPARTMENT NAME
0682	GED-Adult Education
0700	Curriculum/Instruction
0701	Teacher Development
0702	Leadership Development
0703	Classified Development
0705	Administration-Adult Education
0706	College & Career Readiness
0708	Bookstore-Adult Education
0710	Career / Vocational Education
0711	Community Education-Adult Education
0712	Restaurant-Adult Education
0713	HSS-Gain Excess Cost-Adult Education
0715	Children's Centers
0722	E Street Services
0725	Extracurricular & Co-curricular
0726	Campus Culture
0727	Music/Visual and Performing Arts
0730	Health Services
0732	Health Safety and Emergency Services
0744	Instructional Media
0748	IMS
0750	Migrant
0755	African American Academic Acceleration (A4)
0758	English Learner Services
0765	Early Learning Department
0767	Early Learning Center
0770	Psychological & Guidance
0775	Regional Occupation Program
0780	PACE Program
0781	Elementary-Speech Language Pathology
0782	Secondary-Speech Language Pathology
0785	Elementary-Special Education
0786	Secondary-Special Education
0787	Management-Special Education
0788	Low Incidence-Special Education
0790	Extended Learning

DEPT	DEPARTMENT NAME
0791	Summer School Administration
0794	Transfers Office
0795	State & Federal Programs
0798	District Intiatives
0799	Categorical Indirect
0805	Student Records
0810	Prevention & Intervention
0811	Restorative Justice
0812	Men's/Women's Alliance
0840	Support Services
0849	Deputy Superintendent
0850	Superintendent
0851	CART
0852	Diversity, Equity, & Inclusion
0853	School Support Division
0854	Indian Education
0855	Board Of Education
0860	Community Information
0864	Translation and Interpretation Services
0865	Educational Assessment
0875	Business Services Administration
0880	Benefits & Risk Management
0881	WellPath
0884	Research and Data Governance
0885	Technology Services
0886	Technology Network Data Center
0887	Technology Learner Support
0888	Technology Refresh
0889	Payroll Department
0890	Fiscal Services
0891	Salaries & Benefits
0892	Salaries & Benefits Supplemental
0893	Grants Resources/Development
0895	Purchasing
0896	Mail Room
0897	Warehouse
0900	Operational Services

DEPARTMENT INDEX
(Numeric)

FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	**OBJECT**
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	**XXXX (4)**

DEPT	DEPARTMENT NAME	DEPT	DEPARTMENT NAME
0905	Facilities Management & Planning	1105	Cooper Middle School
0910	Food Services	1110	Dailey Elementary
0915	Graphics Center	1120	Del Mar Elementary
0919	Plant Maintenance	1123	Design Science High School
0920	Plant Maintenance & Operations	1125	Dewolf High School
0921	Energy Management	1127	Phillip J Patino School of Entreprenuership
0923	Telecommunications	1130	Duncan Polytechnical
0925	Transportation	1135	Easterby Elementary
0930	Human Resources	1140	Eaton Elementary
0935	Labor Relations	1143	Education Center Canteen
0961	Education Center-Maintenance & Operations	1145	Edison High School
0962	Fulton Education Center	1150	Ericson Elementary
0970	School Safety	1155	Ewing Elementary
0976	2002A Refunding Measure A & K	1160	Figarden Elementary
0977	2004B Refunding Measure A & K	1165	Forkner Elementary
0993	Transfers: CARES Act	1170	Fort Miller Middle
1005	Addams Elementary	1175	Fremont Elementary
1010	Ahwahnee Middle School	1181	Fresno City College
1012	Charter School	1185	Fresno High School
1015	Anthony Elementary	1188	Fulton
1020	Ayer Elementary	1195	Manchester GATE Elementary
1025	Aynesworth Elementary	1200	Gibson Elementary
1030	Baird Middle	1205	Ginsburg
1035	Balderas Elementary	1208	Hamilton
1040	Bethune Elementary	1210	Heaton Elementary
1045	Birney Elementary	1215	Hidalgo Elementary
1055	Bullard High School	1220	Holland Elementary
1060	Bullard Talent K-8	1225	Homan Elementary
1070	Burroughs Elementary	1230	Cambridge
1075	Calwa Elementary	1235	Hoover High School
1080	Carver K-8	1237	Adult Transition Program on Fairmont
1089	Ceasar Chavez	1240	JE Young Independent Study
1090	Centennial Elementary	1241	JE Young eLearn Academy
1095	Columbia Elementary	1250	Jackson Elementary
1098	Comm-Phoenix Elementary	1255	Jefferson Elementary
1100	Computech	1260	King Elementary
1102	Phoenix Secondary	1265	Kings Canyon Middle School

DEPARTMENT INDEX
(Numeric)

FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	**OBJECT**
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	**XXXX (4)**

DEPT	DEPARTMENT NAME
1270	Kirk Elementary
1280	Pride Intervention
1285	Kratt Elementary
1290	Lane Elementary
1295	Lawless Elementary
1302	Professional Learning
1305	Leavenworth Elementary
1310	Lincoln Elementary
1315	Lowell Elementary
1320	Malloch Elementary
1325	Mayfair Elementary
1326	JE Young Annex
1330	McCardle Elementary
1335	McLane High School
1340	Muir Elementary
1355	Norseman Elementary
1365	Powers Elementary
1370	Pyle Elementary
1380	Robinson Elementary
1385	Roeding Elementary
1395	Roosevelt High School
1396	Roosevelt PACE
1400	Roosevelt School of the Arts
1410	Rowell Elementary
1415	Scandinavian Middle School
1417	Sequoia Middle School
1420	Slater Elementary
1421	Sunnyside High School
1422	Starr Elementary
1423	Terronez Middle School
1430	Storey Elementary
1435	Sunset Elementary
1437	Southeast Intersession
1440	Tehipite Middle School
1445	Tenaya Middle School
1450	Thomas Elementary
1455	Tioga Middle School

DEPT	DEPARTMENT NAME
1460	Turner Elementary
1465	Viking Elementary
1470	Vinland Elementary
1475	Wawona Middle School
1480	Webster Elementary
1485	Wilson Elementary
1490	Winchell Elementary
1495	Wishon Elementary
1500	Wolters Elementary
1505	Yosemite Middle School
1510	Greenberg Elementary
1530	Olmos Elementary
1535	Bakman Elementary
1550	Williams Elementary
1552	Rata
1553	Addicott
1554	Southeast Elementary
1560	Site M-Orange/Butler
1561	Site Ventura/Tenth
1565	Yokomi Elementary
1567	Vang Pao Elementary
1575	Gaston B Rutherford Middle School
1576	Southeast High School
1577	Alternative Education Facility
1578	New Southeast Site
1580	Juan Felipe Herrera Elementary
1601	Instructional Division - Academic Office
1619	Alternative Education
1635	Secondary Division
1655	High School Division
1670	Vocational Ed-Adult Education
1675	ESL-Adult Education
1679	231 Grant-Adult Education
1681	ABE-Adult Education
1700	Curriculum/Instruction
1701	Teacher Development
1705	Administration-Adult Education

DEPARTMENT INDEX
(Numeric)

FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	**OBJECT**
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	**XXXX (4)**

DEPT	DEPARTMENT NAME
1709	Caregiver Training-Adult Education
1710	Career / Vocational Education
1715	Children's Centers
1722	E Street Services
1727	Music/Visual and Performing Arts
1730	Health Services
1744	Instructional Media
1748	IMS
1755	African American Academic Acceleration (A4)
1758	English Learner Services
1765	Early Learning Department
1767	Early Learning Center
1781	Elementary-Speech Language Pathology
1782	Secondary-Speech Language Pathology
1785	Elementary-Special Education
1786	Secondary-Special Education
1787	Management-Special Education
1790	Extended Learning
1795	State & Federal Programs
1796	Community and Family Engagement Network
1798	District Initiatives
1810	Prevention & Intervention
1811	Restorative Justice
1812	Men's/Women's Alliance
1850	Superintendent
1851	CART
1855	Board Of Education
1860	Community Information
1865	Educational Assessment
1870	Legal Services
1885	Technology Services
1890	Fiscal Services
1891	Salaries & Benefits
1892	Salaries & Benefits Supplemental
1895	Purchasing
1897	Warehouse

DEPT	DEPARTMENT NAME
1900	Operational Services
1905	Facilities Management & Planning
1910	Food Services
1912	Packaging Center
1914	Central Processing Facility
1919	Plant Maintenance
1920	Plant Maintenance & Operations
1921	Energy Management
1923	Telecommunications
1924	Environmental Services
1930	Human Resources
1935	Labor Relations
1950	Addicott-Maintenance & Operations
1958	Rata-Maintenance & Operations
1961	Education Center-Maintenance & Operations
1970	School Safety
1980	Transfers: Lottery - Elementary
1982	Transfers: Lottery - Continuation
1987	Transfers: EPA
1988	Transfers: Supp/Conc Elementary Staffing
1989	Transfers: SPED - Baseline Intervention
1990	Transfers: SPED - 3310 to 6500
1991	Transfers: Preschool - 6105 to 0192
1992	Transfers: Significant Disproportionality
1993	Transfers: CARES Act
1995	Transfers: SPED - 6512 to 3327
5132	99 GOB Series C
5133	09 GOB, Series F, G, H
5134	02 GOB Series A
5184	16 GOB Ref B
5203	12 GOB Ref Series A
5224	10 GOB Series C
5258	15 GOB Refunding
5266	10 GOB Series E
5283	10 GOB Series F
5324	16 GOB Series A

DEPARTMENT INDEX
(Numeric)

FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	**OBJECT**
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	**XXXX (4)**

DEPT	DEPARTMENT NAME	DEPT	DEPARTMENT NAME
5345	16 GOB Series B		
5402	16 GOB Series C		
5403	20 GOB Series A		
5441	20 GOB Series B		
5442	21 GOB Ref A		
5448	21 GOB Ref B		
9101	ESSER I - IDEA		
9102	ESSERI - Coordination for Preparedness		
9103	ESSER I – Resources Necessary to Address I		
9104	ESSER I – Unique Needs Student Groups		
9105	ESSER I – Procedure and System Improve		
9106	ESSER I – Staff Train & Prof Learn for Prep		
9107	ESSER I - Cleaning Supplies		
9108	ESSER I - Planning for Long-Term Closures		
9109	ESSER I - Technology		
9110	ESSER I – Mental Health Services/Supports		
9111	ESSER I – Summer Learning and Sup Afters		
9112	ESSER I – Continuity of Services and Staff		
9113	ESSER III - Extended Day		
9115	ESSER III - Health Protocols		
9121	Summer Learning or Summer Enrichment		
9122	Extended Day		
9123	Comprehensive Afterschool Programs		

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 12, 2025

ACTION REQUESTED: RATIFY

TITLE AND SUBJECT: Ratify Purchase Orders from November 01, 2024, through November 30, 2024– Supplemental Report

ITEM DESCRIPTION: Included in the Board binders is information on purchase orders issued from November 01, 2024, through November 30, 2024. Purchase orders for $10,000 or more are presented first, followed by purchase orders for less than $10,000.

Two agenda items are presented to ratify purchase orders. The first item includes the Primary Report with all purchase orders issued during the reported dates with the exception of those that may present a potential conflict of interest for an individual Board member. All remaining purchase orders are in the Supplemental Report and presented as a second agenda item.

By segregating purchase orders in this manner, Board members with potential conflicts of interest can abstain from taking action on the Supplemental Report while still voting along with the rest of the Board on the Primary Report.

Please be advised that pursuant to Board Bylaw 9270, each individual Board member has a continuing duty to disclose and abstain from voting on any item where the potential for a conflict of interest exists.

FINANCIAL SUMMARY: Funding is noted in the support material.

PREPARED BY: Ann Loorz

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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

THE FOLLOWING PURCHASE ORDERS ARE UNDER $10,000

PURCHASE ORDERS DATED
NOVEMBER 1, 2024 TO NOVEMBER 30, 2024
RATIFICATION DATE FEBRUARY 12, 2025

VENDOR/AUTHORITY	DEPT	PO NUMBER	FUND	UNIT	AMOUNT
CSUF ASSOCIATION FOOD SER.	0710	25009588	030	0152	$111.92
CSUF ASSOCIATION FOOD SER.	0710	25009791	030	0152	$430.92
FRESNO COUNTY EOC	0702	25009429	060	9075	$2,755.74
FRESNO COUNTY EOC	0702	25009737	060	9075	$1,224.36
FRESNO COUNTY EOC	0702	25009738	060	9075	$889.51
FRESNO COUNTY EOC	0702	25009739	060	9075	$287.51
FRESNO COUNTY EOC	0702	25009740	060	9075	$910.53
FRESNO COUNTY EOC	0702	25009747	060	9075	$779.60
FRESNO COUNTY EOC	0810	25002911	030	0141	$7,000.00
FRESNO COUNTY EOC/FOOD SERVICE	0765	25009786	060	9021	$7,500.00
FRESNO STATE UNIVERSITY	0090	25009664	030	7090	$50.00
FRESNO STATE UNIVERSITY	0340	25009431	080	8210	$560.00
FRESNO STATE UNIVERSITY	0340	25009652	080	8210	$568.00
FRESNO STATE UNIVERSITY	0435	25010231	080	8210	$220.00
FRESNO STATE UNIVERSITY	0701	25009336	060	5823	$350.00