Amended Agenda
Noted on Page 1

AGENDA
MARCH 26, 2025
*4:30 P.M. (CLOSED SESSION) *6:30 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

BOARD MEMBER ISLAS WILL PARTICIPATE FROM THE TELECONFERECENCE LOCATION AS FOLLOWS:
AVILA CENTER, 711 MASON ROAD,
DURHAM, NORTH CAROLINA 27712

PURSUANT TO GOVERNMENT CODE SECTION 54953 (B)(2)
ALL ACTION TAKEN DURING THIS TELECONFERENCE MEETING SHALL BE BY ROLL CALL VOTE

***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

Dr. Marie Willams 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. U.S. District Court of California, Eastern Division, Case No. 1:25 - at - 169
    b. Fresno Superior Court No. 24CECG00947, Claim No. GL23-0505-9101
6. Conference with Legal Counsel – Anticipated, Pending, Threatened Litigation (Government Code Section 54956.9(d)(2)).
    a. Potential Case (one)

*6:30 P.M., RECONVENE and report action taken during Closed Session, if any

Page

A. RECEIVE INFORMATION & REPORTS

There are no items for this section of the agenda.

B. CONFERENCE/DISCUSSION AGENDA

1. *6:35 P.M. 16 - 22

CONDUCT Public Hearing on School Bond Waiver Request to DISCUSS and ADOPT Resolution No. 25-55 Regarding Bonding Capacity Waiver: Making a Determination to Submit a Waiver Request to the California State Board of Education with Respect to Certain Provisions of the California Education Code Relating to the Issuance of Genral Obligation Bonds under Measure H, and Approving Related Documents and Actions

Conduct Public Hearing on School Bond Waiver Request.docx

Conduct Public Hearing on School Bond Waiver Request-PRESENTATION.pdf

Included in the Board material is a request to conduct a public hearing for discussion and adoption of Resolution 25-55, making a determination to submit a waiver request to the California State Board of Education with respect to certain provisions of the California Education Code relating to the issuance of general obligation bonds, and approving related documents and actions. The purpose of the waiver request is to allow the district to issue its general obligation bonds, including bonds issued under Measure H, that may result in total outstanding bonded indebtedness that exceeds 2.5% of the taxable property within Fresno Unified School District. The Interim Superintendent **recommends adoption**. 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. 23 - 26

DISCUSS and ADOPT Resolution 25-55, Making a Determination to Submit a Waiver Request to the California State Board of Education with Respect to Certain Provisions of the California Education Code Relating to the Issuance of General Obligation Bonds, and Approving Related Documents and Actions

Adopt Reso 25-55 Submit Waiver Request to State.docx

Adopt Reso 25-55 Submit Waiver Request to State-BACKUP.pdf

Included in the Board material is Resolution 25-55, which makes a determination to submit a waiver request to the California State Board of Education with respect to certain provisions of the California Education Code relating to the issuance of general obligation bonds and approves related documents and actions. The purpose of the waiver request is to allow the district to issue its general obligation bonds issued under Measure H, that may result in total outstanding bonded indebtedness that exceeds 2.5% of the taxable property within Fresno Unified School District. Approval of the waiver would mean no lapse in issuance of Measure H bonds, and continuation of the facility improvement program as planned. The Interim Superintendent **recommends adoption**. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone (559) 457-3134.

3. *6:45 P.M. 27 - 30

DISCUSS and ADOPT Resolution 25-56, Authorizing Debt Service Information to be Provided to the County of Fresno Respecting Unsold General Obligation Bonds of the Fresno Unified School District for Fiscal Year 2025/26

Adopt Reso 25-56 Tax Levy.docx

Adopt Reso 25-56 Tax Levy-BACKUP.pdf

Included in the Board material is Resolution 25-56, Authorizing Debt Service Information to be Provided to the County of Fresno Respecting Unsold General Obligation Bonds of the Fresno Unified School District for Fiscal Year 2025/26. The Interim Superintendent **recommends adoption**. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone (559) 457-3134.

4. *6:50 P.M. 31 - 63

DISCUSS and ADOPT Resolution 25-57, Authorizing the Issuance and Sale of General Obligation Bonds, Election of 2024, Series A, in the Aggregate Principal Amount of Not to Exceed $30,000,000, and Authorizing the Execution and Delivery of Documents and Actions in Connection Therewith

Adopt Reso 25-57 Issue Measure H Bonds.docx

Adopt Reso 25-57 Issue Measure H Bonds-BACKUP.pdf

Included in the Board material is Resolution 25-57, which provides for the issuance and sale of General Obligation Bonds, Election of 2024 (Measure H), Series A, in the aggregate principal amount of not to exceed $30,000,000 and authorizes execution and delivery of related documents and actions. The bonds will be issued under applicable provisions of the California Government Code to provide funds for school facility improvements for which they are authorized under Measure H. This will provide funding for board identified priority projects and small capital projects over the next approximately 24 months. The Interim Superintendent **recommends adoption**. Fiscal impact: Funding source is Measure H, approved by the voter electorate in November 2024. Contact person: Paul Idsvoog, telephone (559) 457-3134.

5. *6:55 P.M. 64 - 97

DISCUSS and ADOPT Resolution 25-58, Authorizing the Issuance and Sale of 2025 Refunding General Obligation Bonds to Refund Outstanding General Obligation Bonds, Election of 2010, Series E, and Outstanding Election of 2010, Series F, and Approving Related Documents and Actions

Adopt Reso 25-58 Issue Refunding Bonds.docx

Adopt Reso 25-58 Issue Refunding Bonds-BACKUP.pdf

Included in the Board material is Resolution 25-58, which authorizes the issuance and sale of refunding General Obligation (GO) Bonds to refinance outstanding GO Bonds, Election of 2010 (Measure Q), Series E, and outstanding Election of 2010 (Measure Q), Series F, and approves related documents and actions. In 2015, Fresno Unified issued $54,998,095 of GO Bonds, Election of 2010, Series E, and in 2016, the district issued $30,010,000 of GO Bonds, Election of 2010, Series F. To take advantage of current low interest rates and maintain the district's aggregate tax rate, it is recommended the district refund the bonds, which will result in debt service savings. The Interim Superintendent **recommends adoption**. Fiscal impact: Refunding the general obligation bonds is anticipated to result in over $1 million in

debt service savings. Contact person: Paul Idsvoog, telephone (559) 457-3134.

6. *7:00 P.M. 98 - 99

CONDUCT and APPROVE the Board Quarterly Self-Evaluation

Conduct and Approve the Board Quarterly Self-Evaluaiton.docx

Conduct and Approve the Board Quarterly Self-Evaluation Backup.pdf

The Board will participate in a discussion facilitated by Sue Deigaard from the Council of the Great City Schools. 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.

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.

OPPORTUNITY for Public Comment on Consent Agenda Items

1. APPROVE Personnel List 100 - 104

Approve Personnel List.docx

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 March 12, 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 105 - 113

Approve Meeting Minutes.pdf

Approve Meeting Minutes - BACKUP.pdf

Included in the Board material are the draft minutes for the regular meeting of the Fresno Unified School District Board of Education held, March 12, 2025. 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 25-64, Proclaiming April 2025 as School Library Month 114 - 116

Adopt Resolution 25-64 Proclaiming April 2025 as School Library Month.docx

Adopt Resolution 25-64 Proclaiming April 2025 as School Library Month-BACKUP.pdf

Included in the Board material is Resolution 25-64, Proclaiming April 2025 as School Library Month. School Library Month is a celebration sponsored by the American Association of School Librarians (AASL). During the month of April, teacher librarians and library media technicians are encouraged to create activities to support their school and local community in celebrating the essential role of strong school library programs. 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.

5. APPROVE Amendment of the 2025/26 Academic Calendar 117 - 118

Approve Amendment of the 2025/26 Academic Calendar.docx

Approve Amendment of the 2025/26 Academic Calendar-BACKUP.pdf

Included in the Board material is an amended 2025/26 Academic Calendar to adjust the December classified holiday from December 25 and 26, 2025, to December 24 and 25, 2025, in alignment with the collective bargaining agreement. 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.

6. APPROVE the Revised 2024/25 Classified Hourly Salary Schedule Reflecting a 3% Increase 119 - 129

Approve Revised 2024-25 Classified Hourly Salary Schedule Reflecting 3 Percent Increase.pdf

Approve Revised 2024-25 Classified Hourly Salary Schedule Reflecting 3 Percent Increase-BACKUP.pdf

Included in the Board material is the 2024/25 Classified Hourly Salary Schedule with revisions reflecting a 3% increase. The Interim Superintendent **recommends approval**. Fiscal impact: Sufficient funds are available in the district budget at this time. Contact person: David Chavez, telephone (559) 457-3713.

7. APPROVE Agreement with Crossroads Village Fresno LP 130 - 141

Approve Agreement with Crossroads Village Fresno.docx

Approve Agreement with Crossroads Village Fresno.BACKUP.pdf

Included in the Board material is an agreement between Fresno Unified School District and Crossroads Village Fresno LP. Crossroads Village Fresno LP agrees to provide ten (10) subsidized affordable rental housing units, each with two (2) bedrooms, for a period of two (2) years for students and families in Central Fresno selected by Fresno Unified School District to receive rental assistance. Eligible families must have children currently enrolled in a Fresno Unified School District school. The Interim Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the amount of $156,370 are available in the Office of Community Schools budget. Contact person: Carlos Castillo, Ed.D., telephone (559) 457-3750.

8. APPROVE Renewal Agreement with Marsh & McLennan Agency 142 - 154

Approve Renewal Agreement with Marsh McLennan Agency.docx Approve Renewal Agreement with Marsh McLennan Agency-BACKUP.pdf

Included in the Board material is a renewal service agreement with Marsh & McLennan Agency for the provision of insurance consulting and brokerage services. The agreement is for a 12-month period, effective April 01, 2025, through March 31, 2026. The Interim Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the amount of $168,000 are available in the district's Liability and Workers' Compensation Internal Service Funds. Contact person: Patrick Jensen, telephone (559) 457-6226.

9. APPROVE Agreement with TransTax Advisors, LLC 155 - 164

Approve Agreement with TransTax Advisors, LLC.docx

Approve Agreement with TransTax Advisors, LLC-BACKUP.pdf

Included in the Board material is the professional services agreement with TransTax Advisors, LLC for the representation, preparation, and filing of qualifying Clean Energy Tax Credits to the U.S. Department of Treasury on behalf of Fresno Unified School District for a period of three years. The Interim Superintendent **recommends approval**. Fiscal impact: There is no financial impact to the district at this time. Contact person: Paul Idsvoog, telephone (559) 457-3134.

10. APPROVE Agreement and Memorandum of Understanding with Benedict College 165 - 194

Approve Agreement and Memorandum of Understanding with Benedict College.docx

Approve Agreement and Memorandum of Understanding with Benedict College.BACKUP.pdf

Included in the Board material is the agreement and revised Memorandum of Understanding with Benedict College. This agreement is in support of the partnership between Benedict College and the Fresno Unified Historically Black Colleges and Universities (HBCU) Step-Up Program. The HBCU Step-Up partnership with Benedict College covers tuition, instruction, and administrative costs at Bullard, Edison, and Sunnyside High Schools. The request seeks approval to increase funding to accommodate additional course offerings and the change of a one-unit class to a three-unit class starting Fall 2024. The Interim Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the amount of $71,300 are available in the Title 1 budget. Contact person: Carlos Castillo, Ed.D., telephone (559) 457-3750.

11. APPROVE Award of Bid 25-21, Baird Middle School Heating, Ventilation, Air Conditioning and Energy Management System Replacements 195 - 196

Approve Award of Bid 25-21, Baird Middle School.docx

Approve Award of Bid 25-21, Baird Middle School-BACKUP.pdf

Included in the Board material is information on Bid 25-21, Baird Middle School Heating, Ventilation, Air Conditioning and Energy Management System Replacements. Staff recommends award to the lowest responsive, responsible bidder: New England Sheet Metal and Mechanical Co. (Fresno, California) $1,279,000. The Interim Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the amount of $1,279,000 are available in the Measure M budget. Contact person: Paul Idsvoog, telephone (559) 457-3134.

12. APPROVE Award of Bid 25-22, Terronez Middle School Kitchen and Locker Room Make-up Air Unit Replacements — 197 - 198

Approve Award of Bid 25-22, Terronez Middle School .docx

Approve Award of Bid 25-22, Terronez Middle School-BACKUP.pdf

Included in the Board material is information on Bid 25-22, Terronez Middle School Kitchen and Locker Room Make-up Air Unit Replacements. Staff recommends award to the lowest responsive, responsible bidder: Strategic Mechanical, Inc. (Fresno, California) $561,000. The Interim Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the amount of $561,000 are available in the Measure M budget. Contact person: Paul Idsvoog, telephone 457-3134.

13. APPROVE Award of Request for Qualifications 25-19, Investigation Services — 199

Approve Award of RFQ 25-19, Investigation Services.docx

Included in the board material is information on Request for Qualifications (RFQ) 25-19, to qualify a pool of firms for investigation services, which include personnel matters, on-scene/post-incident motor vehicle/bus accidents, workers' compensation and sub-rosa, personal injury, property damage, discrimination and/or harassment. The term is a five-year period and will begin July 01, 2025. The Interim Superintendent **recommends approval**. Fiscal impact: Sufficient Funds are available in the Workers' Compensation and Risk Management Internal Service Funds. Contact person: Patrick Jensen, telephone (559) 457-6226.

14. APPROVE Request for Qualifications and Proposals 25-09, CalShape Ventilation Program Assessment and Implementation Project Design Build Services — 200

Approve RFPQ 25-09, CalSHAPE.docx

Included in the Board material is Request for Qualifications and Proposals (RFQP) 25-09, California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Ventilation Program Assessment and Implementation Project Design Build Services. Staff recommends award to the best value bidder: Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy (Fresno, California) up to $13,128,780. The Interim Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the amount up to $13,128,780 are available in the CalSHAPE Ventilation Program budget. Contact person: Paul Idsvoog, telephone (559) 457-3134.

15. APPROVE Property Liability and Cyber Insurance — 201 - 202

Approve Property Liability and Cyber Insurance.docx

Approve Property Liability and Cyber Insurance-BACKUP.pdf

Included in the Board material is a summary of quotations received from the district's insurance broker, Marsh & McLennan Agency, for the district's various forms of coverage. Due for renewal is coverage related to property, general liability, designated lessees, excess liability, cyber and professional liability requirements. The policy period will extend from April 01, 2025, through March 31, 2026. The Interim Superintendent **recommends approval**. Fiscal impact: Sufficient funds are available in the Worker's Compensation and Risk Management Internal Service Funds. Contact person: Patrick Jensen, telephone (559) 457-6226.

16. DENY Claim GL24 0301 13850 — 203 - 213

Deny Claim GL24 0301 13850.docx

Deny Claim GL24 0301 13850-BACKUP.pdf

Included in the Board material is a late Claim for Damages by a minor, case GL24-0301-13850. The Interim Superintendent **recommends the Claim be denied**, and the matter referred to the district's Risk Management Department for further handling. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Patrick Jensen, telephone (559) 457-6226.

17. DENY Claim GL24-1218-13368 — 214 - 223

Deny Claim GL24 1218 13368.docx

Deny Claim GL24 1218 13368-BACKUP.pdf

Included in the Board material is a Claim for Damages by Salam Hassoun, case GL24-1218-13368. The Interim Superintendent **recommends the Claim be denied**, and the matter referred to the district's Risk Management Department for further handling. Fiscal Impact: There is no fiscal impact to the district at this time. Contact person: Patrick Jensen, telephone (559) 457-6226.

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 the opportunity to reflect on the Board Shared Agreements.

D. BOARD TRAINING - Student Outcomes Focused Governance

1. PRESENT and DISCUSS Goals and Guardrails Monitoring Process — 224 - 239

Present and Discuss Goals and Guardrails Monitoring Process.docx

Present and Discuss Goals and Guardrails Monitoring Process Backup.pdf

The Board will be trained on the goals and guardrails monitoring process, a key component of the Student Focused Outcomes Governance work. This training will be led by Sue Deigaard from the Council of the Great City Schools. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone (559) 457-3838.

E. ADJOURNMENT

NEXT SCHEDULED REGULAR MEETING

WEDNESDAY, APRIL 23, 2025

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: March 26, 2025

ACTION REQUESTED: DISCUSS and ADOPT

TITLE AND SUBJECT: Open and conduct Public Hearing on School Bond Waiver Request and the Board can consider adopting the following resolution: Resolution No. 25-55 Regarding Bonding Capacity Waiver: RESOLUTION OF THE BOARD OF EDUCATION OF THE FRESNO UNIFIED SCHOOL DISTRICT MAKING A DETERMINATION TO SUBMIT A WAIVER REQUEST TO THE CALIFORNIA STATE BOARD OF EDUCATION WITH RESPECT TO CERTAIN PROVISIONS OF THE CALIFORNIA EDUCATION CODE RELATING TO THE ISSUANCE OF GENERAL OBLIGATION BONDS UNDER MEASURE H, AND APPROVING RELATED DOCUMENTS AND ACTIONS

ITEM DESCRIPTION: Included in the Board material and recommended for adoption is Resolution 25-55, making a determination to submit a waiver request to the California State Board of Education with respect to certain provisions of the California Education Code relating to the issuance of general obligation bonds, and approving related documents and actions.

The purpose of the waiver request is to allow the district to issue its general obligation bonds, including bonds issued under Measure H, that may result in total outstanding bonded indebtedness that exceeds 2.5% of the taxable property within Fresno Unified School District. California Education Code Section 33050 provides the opportunity for a waiver of the 2.5% limit, upon approval on the State Board of Education. Based on the District's current assessed value and outstanding debt, in order to issue additional bonds in the near future, the District needs to apply to the State for a waiver of bonding capacity. Waiver requests are frequently requested and granted. Approval of the waiver would mean no lapse in issuance of Measure H bonds, and continuation of the facility improvement program as planned. This resolution authorizes District staff to coordinate with its financial advisor on the application and submittal process.

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

PREPARED BY: Paul Idsvoog

DIVISION: Operational Services

CABINET APPROVAL PHONE: 457-3134

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

Fresno Unified School District

Facility/Bond Program Recommendations

Public Hearing for Bonding Capacity Waiver Request
Resolution 25-55: Submit Waiver Request to State
Resolution 25-56: Approve Tax Levy Resolution
Resolution 25-57: Issue Measure H Bonds ($30 million)
Resolution 25-58: Issue Refunding Bonds

March 26, 2025

Resolution 25-55: Submit Waiver Request to State

- A waiver, requiring approval by the State Board of Education, will allow the district to issue Measure H bonds that would result in total outstanding bonded indebtedness that exceeds the 2.5%
- Waiver requests are frequently requested and granted, as was done with Measure M

A Public Hearing on the Waiver is Required

3

Resolution 25-56: Provide Tax Rate Estimate to County of Fresno

- The District has maintained stable tax rates for over a decade by working with the County Auditor-Controller each fiscal year to set the rates
- For fiscal year 2025-26, the County will set the levy for a tax rate of $238.86 (aggregate rate including the new Measure H bonds) as approved by voters
  - Bonds to be issued in 2025-26 (pending Board approval)
  - The County requires a Board-adopted tax levy resolution

Resolution 25-57: Issue Measure H Bonds ($30 million)

- Approved in November 2024 by 64% of the voters for $500 million
- Currently planning for a Measure H bond issuance in Fall of 2025 (pending Board approval)
- Current estimates for Series A of Measure H bonds
  - 100% current interest bonds
  - Interest rate estimated at 3.9% based on current rates
  - Debt service to principal ratio estimated at 1.1 to 1
- Updated bond rating to be requested from Moody's
  - Moody's previously assigned a 'Aa3' rating with a stable outlook

Resolution 25-58: Refund General Obligation Bonds

- Refunding (refinancing) two previous bond issuances:
  - Election of 2010, Series E bonds
  - Election of 2010, Series F bonds
- Refinancing to be completed on a tax-exempt and taxable basis per IRS regulations
- Estimated total savings: ~$1.4 million
  - Refinancing also used to maintain District's tax rate

Recommendations

- Conduct public hearing regarding the waiver request (Resolution 25-55)

- Adopt resolutions in support of the district's facility improvement program
  - **Resolution 25-55: Submit Waiver Request to State**
  - **Resolution 25-56: Approve Tax Levy Resolution**
  - **Resolution 25-57: Issue Measure H Bonds**
  - **Resolution 25-58: Issue Refunding Bonds**

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: March 26, 2025

ACTION REQUESTED: ADOPT

TITLE AND SUBJECT: Adopt Resolution 25-55, Making a Determination to Submit a Waiver Request to the California State Board of Education with Respect to Certain Provisions of the California Education Code Relating to the Issuance of General Obligation Bonds, and Approving Related Documents and Actions

ITEM DESCRIPTION: Included in the Board material Resolution 25-55, included in the Board material, makes a determination to submit a waiver request to the California State Board of Education with respect to certain provisions of the California Education Code relating to the issuance of general obligation bonds, and approves related documents and actions.

The purpose of the waiver request is to allow the district to issue its general obligation bonds, including bonds issued under Measure H, that may result in total outstanding bonded indebtedness that exceeds 2.5% of the taxable property within Fresno Unified School District. California Education Code Section 33050 provides the opportunity for a waiver of the 2.5% limit, upon approval on the State Board of Education. Waiver requests are frequently requested and granted. Approval of the waiver would mean no lapse in issuance of Measure H bonds, and continuation of the facility improvement program as planned.

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

PREPARED BY: Paul Idsvoog

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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

RESOLUTION NO. 25-55

RESOLUTION OF THE BOARD OF EDUCATION OF THE FRESNO UNIFIED SCHOOL DISTRICT MAKING A DETERMINATION TO SUBMIT A WAIVER REQUEST TO THE CALIFORNIA STATE BOARD OF EDUCATION WITH RESPECT TO CERTAIN PROVISIONS OF THE CALIFORNIA EDUCATION CODE RELATING TO THE ISSUANCE OF GENERAL OBLIGATION BONDS UNDER MEASURE H, AND APPROVING RELATED DOCUMENTS AND ACTIONS

WHEREAS, a bond election was duly and regularly held in the Fresno Unified School District (the "District") on November 5, 2024, under the procedures specified in Proposition 39 (Article XIII A Section 1 paragraph (b) of the California Constitution) for the purpose of submitting Measure H to the qualified electors of the District authorizing the issuance of general obligation bonds of the District in the aggregate principal amount of $500,000,000 (the "Measure H Bonds"), and more than 55% of the votes cast at said election were in favor of the issuance of the Measure H Bonds; and

WHEREAS, certain provisions of the California Education Code limit the amount of outstanding bonded indebtedness a unified school district may have outstanding to 2.50% of the taxable property of the school district, which currently limits the ability of the District to issue Measure H Bonds; and

WHEREAS, the District has determined at this time to request from the State Board of Education, pursuant to the provisions of California Education Code Sections 33050 and following (the "Waiver Law"), a waiver of the application of certain sections of the California Education Code in connection with the issuance of Measure H Bonds as required to provide financing for important capital school facility projects of the District; and

WHEREAS, as required pursuant to Education Code Section 33050, the District has on this date held a public hearing on the matter of pursuing such a waiver, which public hearing was held following public notices by publication and posting;

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

Section 1. Findings. All of the above recitals are true and correct and the Board of Education so finds.

Section 2. Determination to File Waiver Request. The Board of Education hereby determines that it is in the best interests of the District to apply to the State Board of Education pursuant to the Waiver Law for a waiver of those portions of Education Code Sections 15106 and 15270 which require that the aggregate amount of general obligation bonds issued by the District may not exceed 2.50% of the taxable property of the District as shown by the last equalized assessment of Fresno County in order to provide for the issuance of all of the Measure H Bonds.

The Superintendent, the Deputy Superintendent/CFO, Administrative Services or such officers' designee are hereby authorized, with the assistance of the District's financial advisor, to complete, execute and file the waiver request and any other related forms with the State Board of Education in the forms required by the State Board of Education, and to take all necessary actions in connection therewith.

Section 3. Official Actions. The President of the Board, the Superintendent, the Deputy Superintendent/CFO, Administrative Services and other officers of the District, are hereby authorized and directed to take such additional actions consistent with the intent of this Resolution in connection with the waiver request described herein, which any of them deem necessary and desirable to accomplish the purposes hereof.

Section 4. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

* * * * * *

The foregoing Resolution was adopted at a meeting of the Board of Education of the Fresno Unified School District this 26th day of March, 2025, by the following vote.

AYES: 7

NOES: 0

ABSTAIN: 0

ABSENT: 0

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

President of the Board of Education
Fresno Unified School District

I, Genoveva Islas, Clerk of the Board of Education of the Fresno Unified School District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Education of the Fresno Unified School District Governing Board at a regular meeting thereof held on the 26th day of March, 2025, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Fresno Unified School District Governing Board this 26th day of March, 2025.

Clerk of the Board of Education
Fresno Unified School District

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: March 26, 2025

ACTION REQUESTED: ADOPT

TITLE AND SUBJECT: Adopt Resolution 25-56, Authorizing Debt Service Information to be Provided to the County of Fresno Respecting Unsold General Obligation Bonds of the Fresno Unified School District for Fiscal Year 2025/26.

ITEM DESCRIPTION: Included in the Board material Resolution 25-56, to authorize the district's debt service estimate to be provided to the County of Fresno respecting unsold bonds for fiscal year 2025/26. District voters previously approved Measure M in March 2020, of which $60 million remains in unsold bond authorization. Voters also approved Measure H at an election held in November 2024 for $500 million. In order to fund voter-approved bond projects and maintain the District's tax rate, the District tentatively plans to issue Measure M Bonds, Measure H Bonds, and potential refunding bonds during fiscal year 2025/26. Formal Board approval will be sought for each bond series before issuance.

Because these bonds may be issued after the tax rate levy is established by the County for fiscal year 2025/26, the district is requesting the County of Fresno to levy a sufficient property tax for that purpose on the upcoming tax rolls. Section 15252 of the Education Code requires the County to levy a tax for payment of bonds which a school district expects to be sold before the next tax levy, at the request of the district's governing board.

Resolution 25-56 authorizes the district to file a certified copy of the resolution with the Clerk of the Board of Supervisors and to provide an estimate of the debt service requirements for the next issues of bonds to the County Auditor-Controller, to identify the amount of property taxes required to be levied in the fiscal year for payment of the debt service on the bonds. The district will work with its financial advisor, Keygent, LLC, to make the appropriate filings with the County.

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

PREPARED BY: Paul Idsvoog

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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

RESOLUTION NO. 25-56

AUTHORIZING DEBT SERVICE INFORMATION TO BE PROVIDED TO THE COUNTY OF FRESNO RESPECTING UNSOLD GENERAL OBLIGATION BONDS AND REFUNDING GENERAL OBLIGATION BONDS OF THE FRESNO UNIFIED SCHOOL DISTRICT FOR FISCAL YEAR 2025-26

WHEREAS, the Board of Education of the Fresno Unified School District (the "District") has authorized the issuance and sale of its not to exceed $30,000,000 aggregate principal amount of Fresno Unified School District (Fresno County, California) General Obligation Bonds, Election of 2024, Series A, pursuant to the authorization under Measure H which was approved by the voters of the District at an election held on November 5, 2024 ("Measure H"); and

WHEREAS, the Board may authorize the issuance of an additional series of bonds under Measure H and Measure M, and may authorize the issuance of one or more series of refunding general obligation bonds of the District, the debt service on which is required to be paid from *ad valorem* property taxes levied in fiscal year 2025-26 (the "Additional Bonds"); and

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

WHEREAS, the District wishes to inform the County prior to the next tax levy that it intends to issue and sell one or more series of Additional Bonds in 2025-26 which will require a tax levy on the 2025-26 tax rolls, and to provide the County with the information necessary to include in the 2025-26 tax levy a tax providing sufficient money to meet the payments of the principal of and interest on the unsold Additional Bonds; and

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

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

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

Section 2. Intention to Issue Additional Bonds. The Governing Board hereby expresses its current expectation that it will cause the issuance and sale of one or more series of series of general obligation bonds, including bonds issued under Measure H and Measure M, and refunding general obligation bonds in fiscal year 2025-26, the debt service on which is required to be paid from the proceeds of *ad valorem* property taxes to be levied by the County for fiscal year 2025-26.

Section 3. Information to County. The Superintendent or the Chief Financial Officer of the District, or any authorized designee thereof, are hereby authorized to (a) file a certified copy of this Resolution with the Clerk of the Board of Supervisors, and (b) provide, or cause to be provided, an estimate of debt service for the Additional Bonds to the Auditor-Controller of the County at the earliest possible date following the adoption of this Resolution.

Section 4. Request to County to Levy Tax. The Board of Supervisors of the County is hereby requested, in accordance with Sections 15252 through 15254 of the Education Code, to adopt a tax rate which takes into account the issuance of one or more series of Additional Bonds as described in this Resolution, based upon estimated debt service schedules prepared by officers of the District or the District's consultants, and to levy an *ad valorem* property tax in fiscal year 2025-26 on all taxable property in the District sufficient to pay said debt service. The proceeds of such taxes shall be deposited into the debt service fund of the District established pursuant to the Education Code for bonds of the District.

Section. 5. Application of Tax Proceeds. In the event that the Additional Bonds described herein are not sold during fiscal year 2025-26, or are sold in such amount and on such terms that the proceeds of the tax requested in Section 4, or any portion thereof, is not required for payment of debt service due on the Additional Bonds, the Board hereby requests that the Fresno County Auditor-Controller/Treasurer-Tax Collector, or other appropriate official of the County, cause the remaining proceeds of the respective tax to be held in the District's debt service fund and applied to debt service on other outstanding general obligation bonds of the District coming due in fiscal year 2025-26.

Section 6. Effective Date. This Resolution shall take effect immediately upon its adoption.

* * * * * * * *

PASSED AND ADOPTED on March 26, 2025, by the following vote:

The foregoing Resolution was adopted at a meeting of the Board of Education of the Fresno Unified School District this 26th day of March 2025, by the following vote:

AYES: 7

NOES: 0

ABSTAIN: 0

ABSENT: 0

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

President of the Board of Education
Fresno Unified School District

I, Genoveva Islas, Clerk of the Board of Education of the Fresno Unified School District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Education of the Fresno Unified School District Governing Board at a regular meeting thereof held on the 26th day of March, 2025, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Fresno Unified School District Governing Board this 26th day of March, 2025.

Clerk of the Board of Education
Fresno Unified School District

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: March 26, 2025

ACTION REQUESTED: ADOPT

TITLE AND SUBJECT: Adopt Resolution 25-57, Authorizing the Issuance and Sale of General Obligation Bonds, Election of 2024, Series A, in the Aggregate Principal Amount of Not to Exceed $30,000,000, and Authorizing the Execution and Delivery of Documents and Actions in Connection Therewith

ITEM DESCRIPTION: Included in the Board binders Resolution 25-57, included in the Board material, provides for the issuance and sale of General Obligation Bonds, Election of 2024 (Measure H), Series A, in the aggregate principal amount of not to exceed $30,000,000 and authorizes execution and delivery of related documents and actions. The bonds will be issued under applicable provisions of the California Government Code to provide funds for school facility improvements for which they are authorized under Measure H. This will provide funding for board identified priority projects and small capital projects over the next approximately 24 months.

Resolution 25-57, adopts the draft Preliminary Official Statement, draft Bond Purchase Agreement are available for review in the board office.

FINANCIAL SUMMARY: Funding source is Measure H, approved by the voter electorate in Nov. 2024.

PREPARED BY: Paul Idsvoog

DIVISION: Operational Services

CABINET APPROVAL PHONE: 457-3134

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

RESOLUTION NO. 25-57

RESOLUTION OF THE BOARD OF EDUCATION OF THE FRESNO UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, ELECTION OF 2024, SERIES A IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $30,000,000, AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT AND OFFICIAL STATEMENT, AND APPROVING DOCUMENTS AND OFFICIAL ACTIONS RELATING THERETO

WHEREAS, a bond election was duly and regularly held in the Fresno Unified School District (the "District") on November 5, 2024, under the procedures specified in Proposition 39 (Article XIII A Section 1 paragraph (b) of the California Constitution) for the purpose of submitting Measure H ("Measure H") to the qualified electors of the District authorizing the issuance of general obligation bonds of the District in the aggregate principal amount of $500,000,000 (the "Measure H Bonds"), and 55% or more of the votes cast at said election were in favor of the issuance of the Measure H Bonds; and

WHEREAS, the Board of Education of the District (the "Board") is authorized to provide for the issuance and sale of any series of Measure H Bonds on behalf of the District under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Bond Law"); and

WHEREAS, the Board wishes at this time to initiate proceedings for the issuance and sale of an initial series of Measure H Bonds under the Bond Law (the "Series A Bonds") as provided in this Resolution, for the purpose of providing financing for projects authorized under Measure H; and

WHEREAS, the Board has authorized applying for a waiver of the statutory bonding capacity limitation (the "Waiver") to the State Board of Education, and issuance of the Series A Bonds will be in contingent upon the grant of such waiver; and

WHEREAS, pursuant to Government Code Section 5852.1 certain financial information relating to the Series A Bonds is set forth in Appendix A attached to this Resolution, and such information is hereby disclosed and made public; and

WHEREAS, the Board has previously approved a Debt Issuance and Management Policy which complies with Government Code Section 8855, and the issuance of the Series A Bonds will be in compliance with said policy;

NOW, **THEREFORE**, the Board of Education of the Fresno Unified School District hereby finds, determines, declares and resolves as follows:

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

ARTICLE I

DEFINITIONS; AUTHORITY

Section 1.01. Definitions. The terms defined in this Section, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings given them below, unless the context clearly requires some other meaning. Any capitalized terms defined in the recitals of this Resolution and not otherwise defined in this Section shall have the meaning given such terms in the recitals.

"Authorized Investments" means the County Investment Pool, the Local Agency Investment Fund, any investments authorized pursuant to Sections 53601 and 53635 of the California Government Code, provided that said investments are part of the County treasury, in accordance with Section 15146(g) of the Education Code.

"Board" means the Board of Education of the District.

"Bond Counsel" means (a) the firm of Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax exempt status of securities issued by public entities.

"Bond Law" means Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, commencing with Section 53506 of said Code, as in effect on the date of adoption of this Resolution and as amended hereafter.

"Bond Purchase Agreement" means the Bond Purchase Agreement between the District and the Underwriter, pursuant to which the Underwriter agrees to purchase the Series A Bonds and pay the purchase price therefor.

"Building Fund" means the fund established and held by the County under Section 3.03.

"Closing Date" means the date upon which there is a delivery of the Series A Bonds in exchange for the amount representing the purchase price of the Series A Bonds by the Underwriter.

"Continuing Disclosure Certificate" means the Continuing Disclosure Certificate with respect to the Series A Bonds, which is executed and delivered by a District Representative on the Closing Date.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the District and related to the authorization, issuance, sale and delivery of the Series A Bonds, including but not limited to the costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees and charges of the Paying Agent and its counsel, legal fees and charges, fees and disbursements of the Municipal Advisor, Bond Counsel, consultants and other professional firms, rating agency fees and any other cost, charge or fee in connection with the original issuance and sale of the Series A Bonds.

"County" means the County of Fresno, a political subdivision of the State of California, duly organized and existing under the Constitution and laws of the State of California.

"County Treasurer" means the Fresno County Auditor-Controller/Treasurer-Tax Collector, or any authorized deputy thereof.

"Debt Service Fund" means the fund established and held by the County Treasurer under Section 4.02.

"Depository" means (a) initially, DTC, and (b) any other Securities Depository acting as Depository under Section 2.09.

"Depository System Participant" means any participant in the Depository's book-entry system.

"District" means the Fresno Unified School District, a unified school district organized under the Constitution and laws of the State of California, and any successor thereto.

"District Representative" means the President of the Board, the Superintendent, the Chief Financial Officer or the Chief Operations and Classified Labor Management Officer of the District, or the written designee of such officers, or any other person authorized by resolution of the Board to act on behalf of the District with respect to this Resolution and the Series A Bonds.

"DTC" means The Depository Trust Company, New York, New York, and its successors and assigns.

"Education Code" means the Education Code of the State of California as in effect on the date of adoption of this Resolution and as amended hereafter.

"Federal Securities" means: (a) any direct general non-callable obligations of the United States of America, including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America; (b) any obligations the timely payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America or which are secured by obligations described in the preceding clause (a); (c) the interest component of Resolution Funding Corporation strips which have been stripped by request to the Federal Reserve Bank of New York in book-entry form; and (d) bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies: (i) direct obligations or fully guaranteed certificates of beneficial ownership of the U.S. Export-Import Bank; (ii) certificates of beneficial ownership of the Farmers Home Administration; (iii) participation certificates of the General Services Administration; (iv) Federal Financing Bank bonds and debentures; (v) guaranteed Title XI financings of the U.S. Maritime Administration; (vi) project notes, local authority bonds, new communities debentures and U.S. public housing notes and bonds of the U.S. Department of Housing and Urban Development; and (vii) obligations of the Federal Home Loan Bank (FHLB).

"Interest Payment Dates" means the dates in each year during the term of the Series A Bonds on which interest is due and payable, as set forth in the Bond Purchase Agreement.

"Measure H" means the measure by that designation which was submitted to and approved by the requisite 55% of the voters of the District at an election held on November 5, 2024, authorizing the issuance of general obligation bonds of the District in the aggregate principal amount of $500,000,000.

"Municipal Advisor" means Keygent LLC, as municipal advisor to the District in connection with the issuance and sale of the Series A Bonds.

"Office" means the office or offices of the Paying Agent for the payment of the Series A Bonds and the administration of its duties hereunder, as such office or offices are identified in a written notice filed with the District by the Paying Agent.

"Outstanding," when used as of any particular time with reference to Series A Bonds, means all Series A Bonds except (a) Series A Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation, (b) Series A Bonds paid or deemed to have been paid within the meaning of Section 9.02 and (c) Series A Bonds in lieu of or in substitution for which other Series A Bonds have been authorized, executed, issued and delivered by the District under this Resolution.

"Owner", whenever used herein with respect to a Series A Bond, means the person in whose name the ownership of such Series A Bond is registered on the Registration Books.

"Paying Agent" means the Paying Agent appointed by the District and acting as paying agent, registrar and authenticating agent for the Series A Bonds, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 6.01.

"Record Date" means the 15th day of the month preceding an Interest Payment Date, whether or not such day is a business day.

"Registration Books" means the records maintained by the Paying Agent for the registration of ownership and transfer of the Series A Bonds under Section 2.08.

"Resolution" means this Resolution, as originally adopted by the Board and including all amendments hereto and supplements hereof which are duly adopted by the Board from time to time in accordance herewith.

"Securities Depositories" means DTC; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District may designate in a Written Request of the District delivered to the Paying Agent.

"Series A Bonds" means the not to exceed $30,000,000 aggregate principal amount of Fresno Unified School District (Fresno County, California) General Obligation Bonds, Election of 2024, Series A, issued and at any time Outstanding under this Resolution.

"Tax Code" means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under said Code.

"Term Bonds" means any Series A Bonds which are subject to mandatory sinking fund redemption under Section 2.03(b).

"Underwriter" means Stifel Nicolaus & Company, Incorporated, on behalf of itself and Piper Sandler & Co., as the designated underwriters of the Series A Bonds upon the negotiated sale thereof pursuant to Section 3.01.

"Written Request of the District" means an instrument in writing signed by a District Representative or by any other officer of the District duly authorized to act on behalf of the District pursuant to a written certificate of a District Representative.

Section 1.02. Interpretation.

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

(d) Whenever the term "may" is used herein with respect to an action by the District or any other party, such action shall be discretionary and the party who "may" take such action shall be under no obligation to do so.

(e) The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation."

Section 1.03. Authority for this Resolution; Findings. This Resolution is entered into under the provisions of the Bond Law. The Board hereby certifies that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of the Series A Bonds do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of the Series A Bonds, together with all other indebtedness of the District, does not exceed any limit prescribed by any laws of the State of California.

ARTICLE II

THE SERIES A BONDS

Section 2.01. Authorization. The Board hereby authorizes the issuance of the Series A Bonds in the aggregate principal amount not to exceed $30,000,000 under and subject to the terms of the Bond Law and this Resolution, for the purpose of raising money to finance the acquisition, construction and improvement of educational facilities and property of the District in accordance with Measure H, and to pay Costs of Issuance. This Resolution constitutes a continuing agreement between the District and the Owners of all of the Series A Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal of and interest on all Series A Bonds which may be Outstanding hereunder, subject to the covenants, agreements, provisions and conditions herein contained. The Series A Bonds shall be designated the "Fresno Unified School District (Fresno County, California) General Obligation Bonds, Election of 2024, Series A", together with such additional designation as shall be set forth in the Bond Purchase Agreement.

Section 2.02. Terms of Series A Bonds.

(a) Terms of Series A Bonds. The Series A Bonds shall be issued as fully registered bonds, without coupons, in such denominations as are specified in the Bond Purchase Agreement, but in an amount not to exceed the aggregate principal amount of Series A Bonds maturing in the year of maturity of the Series A Bond for which the denomination is specified. The Series A Bonds shall be lettered and numbered as the Paying Agent may prescribe, and shall be dated as of the Closing Date.

Interest on the Series A Bonds shall be payable semiannually on each Interest Payment Date. Each Bond shall bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is authenticated as of an Interest Payment Date, in which event it shall bear interest from such date, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the first Record Date, in which event it shall bear interest from the Closing Date. Notwithstanding the foregoing, if interest on any Series A Bond is in default at the time of authentication thereof, such Series A Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(b) Maturities; Basis of Interest Calculation. The Series A Bonds shall mature on the dates, in the years and in the amounts, and shall bear interest at the rates, as determined upon the sale thereof. Interest on the Series A Bonds shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

(c) CUSIP Identification Numbers. CUSIP identification numbers shall be printed on the Series A Bonds, but such numbers will not constitute a part of the contract evidenced by the Series A Bonds and any error or omission with respect thereto will not constitute cause for refusal of any purchaser to accept delivery of and pay for the Series A Bonds. In addition, failure on the part of the District to use such CUSIP numbers in any notice to Series A Bond Owners will not constitute an event of default or any violation of the District's contract with such Owners and will not impair the effectiveness of any such

notice. The District shall promptly notify the Paying Agent in writing of any change in CUSIP numbers.

(d) Payment. Interest on the Series A Bonds (including the final interest payment upon maturity or redemption) is payable by check, draft or wire of the Paying Agent mailed to the Owner thereof at such Owner's address as it appears on the Registration Books at the close of business on the preceding Record Date; except that at the written request of the Owner of at least $1,000,000 aggregate principal amount of the Series A Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on such Series A Bonds will be paid on the succeeding Interest Payment Date to such account as will be specified in such written request. The principal of the Series A Bonds shall be payable in lawful money of the United States of America upon presentation and surrender at the Office of the Paying Agent. The provisions of this subsection are subject in all respects to the provisions of Section 2.09 relating to Series A Bonds which are held in the book-entry system of DTC.

Section 2.03. Redemption.

(a) Optional Redemption Dates and Prices. If and as specified in the Bond Purchase Agreement, the Series A Bonds may be subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as designated by the District and by lot within a maturity, from any available source of funds, on the dates and at the redemption prices which are set forth in the Bond Purchase Agreement.

(b) Mandatory Sinking Fund Redemption. If and as specified in the Bond Purchase Agreement, any maturity of Series A Bonds may be designated as "Term Bonds" which are subject to mandatory sinking fund redemption on the dates and in years set forth in the Bond Purchase Agreement, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If some but not all of the Term Bonds have been redeemed under the preceding subsection (a) of this Section, the aggregate principal amount of the Term Bonds to be redeemed in each year under this subsection shall be reduced in integral multiples of $5,000, to be allocated among such sinking fund payments on such basis as the District may designate in a Written Request of the District filed with the Paying Agent.

(c) Selection of Series A Bonds for Redemption. Whenever less than all of the Outstanding Series A Bonds of any one maturity are designated for redemption, the Paying Agent shall select the Outstanding Series A Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such selection, each Series A Bond will be deemed to consist of individual bonds of $5,000 denominations each of which may be separately redeemed.

(d) Redemption Procedure. The Paying Agent shall cause notice of any redemption to be given at least 20 days but not more than 60 days prior to the date fixed for redemption, to the respective Owners of any Series A Bonds designated for redemption, at their addresses appearing on the Registration Books. The giving of such notice shall not be a condition precedent to such redemption and the failure to receive any such notice will not affect the validity of the proceedings for the redemption of such Series A Bonds. In addition, the Paying Agent shall give notice of redemption to the Municipal

Securities Rulemaking Board and each of the Securities Depositories at least two days prior to giving such notice to the Series A Bond Owners.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Series A Bonds are to be called for redemption, shall designate the serial numbers of the Series A Bonds to be redeemed by giving the individual number of each Series A Bond or by stating that all Series A Bonds between two stated numbers, both inclusive, or by stating that all of the Series A Bonds of one or more maturities have been called for redemption, and shall require that such Series A Bonds be then surrendered at the Office of the Paying Agent for redemption at the said redemption price, giving notice also that further interest on such Series A Bonds will not accrue from and after the redemption date. Any notice of optional redemption of the Series A Bonds may state that it is conditional, in which case it shall make reference to the right of the District to rescind the notice as set forth in subsection (e) of this subsection.

Upon surrender of Series A Bonds redeemed in part only, the District shall execute and the Paying Agent shall authenticate and deliver to the Owner thereof, at the expense of the District, a new Series A Bond or Bonds, of the same maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Series A Bond or Bonds.

From and after the date fixed for redemption, if notice of such redemption has been duly given and funds available for the payment of the principal of and interest (and premium, if any) on the Series A Bonds so called for redemption have been duly provided, the Series A Bonds called for redemption will cease to be entitled to any benefit under this Resolution, other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in the notice. The Paying Agent shall cancel all Series A Bonds redeemed under this Section and will furnish a certificate of cancellation to the District.

Notwithstanding the foregoing provisions of this subsection, so long as the Series A Bonds are held in the book-entry system the provisions of Section 2.09 shall govern the procedures for giving notice of redemption of the Series A Bonds, if and to the extent the provisions of this Section are in conflict inconsistent with the provisions of Section 2.09.

(e) Right to Rescind Notice of Redemption. The District has the right to rescind any notice of the optional redemption of Series A Bonds under subsection (a) of this Section by written notice to the Paying Agent on or prior to the dated fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Series A Bonds then called for redemption. The District and the Paying Agent shall have no liability to the Series A Bond Owners or any other party related to or arising from such rescission of redemption. The Paying Agent shall give notice of such rescission of redemption to the respective Owners of the Series A Bonds designated for redemption, at their addresses appearing on the Registration Books, and also to the Securities Depositories and the Municipal Securities Rulemaking Board. The District may give a conditional notice of the optional redemption of any Series A Bonds under subsection (a) of this Section, which notice shall make reference to the right of the District to rescind such notice as provided in this subsection (e).

Section 2.04. Form of Series A Bonds. The Series A Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon will be substantially in the forms, respectively, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution, as are set forth in Appendix A attached hereto.

Section 2.05. Execution of Series A Bonds. The Series A Bonds shall be signed by the facsimile signature of the President of the Board and shall be attested by the facsimile signature of the Secretary or Clerk of the Board. Only those Series A Bonds bearing a certificate of authentication and registration in the form set forth in Appendix A attached hereto, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent shall be conclusive evidence that the Series A Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

Section 2.06. Transfer of Series A Bonds. Any Series A Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by a duly authorized attorney, upon surrender of such Series A Bond for cancellation at the Office at the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The District may charge a reasonable sum for each new Series A Bond issued upon any transfer.

Whenever any Series A Bond is surrendered for transfer, the District shall execute and the Paying Agent will authenticate and deliver new Series A Bonds for like aggregate principal amount. No transfer of Series A Bonds is required to be made (a) during the period established by the Paying Agent for selection of Series A Bonds for redemption or (b) with respect to a Series A Bond which has been selected for redemption.

Section 2.07. Exchange of Series A Bonds. The Series A Bonds may be exchanged at the Office of the Paying Agent for a like aggregate principal amount of Series A Bonds of authorized denominations and of the same maturity. The District may charge a reasonable sum for each new Series A Bond issued upon any exchange (except in the case of any exchange of temporary Series A Bonds for definitive Series A Bonds). No exchange of Series A Bonds is required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Series A Bonds for redemption or (b) with respect to a Series A Bond after it has been selected for redemption.

Section 2.08. Registration Books. The Paying Agent will keep or cause to be kept sufficient books for the registration and transfer of the Series A Bonds, which will at all times be open to inspection by the District upon reasonable notice. Upon presentation for such purpose, the Paying Agent will, under such reasonable regulations as it may prescribe, register or transfer the ownership of the Series A Bonds on the Registration Books.

Section 2.09. Book-Entry System. The following provisions of this Section shall apply only in the event the Underwriter requests that the ownership of the Series A Bonds be registered in the book-entry system of DTC.

In such event, and except as provided below, DTC shall be the Owner of all of the Series A Bonds, and the Series A Bonds shall be registered in the name of Cede & Co. as nominee for DTC. The Series A Bonds shall be initially executed and delivered in the form of a single fully registered Series A Bond for each maturity date of the Series A Bonds in the full aggregate principal amount of the Series A Bonds maturing on such date. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive Owner of the Series A Bonds registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the District shall be affected by any notice to the contrary. The Paying Agent and the District have no responsibility or obligation to any Depository System Participant, any person claiming a beneficial ownership interest in the Series A Bonds under or through DTC or a Depository System Participant, or any other person which is not shown on the register of the District as being an Owner, with respect to the accuracy of any records maintained by DTC or any Depository System Participant or the payment by DTC or any Depository System Participant by DTC or any Depository System Participant of any amount in respect of the principal of or interest on the Series A Bonds. The District shall cause to be paid all principal of and interest on the Series A Bonds only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal of and interest on the Series A Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Series A Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial owners that they be able to obtain Series A Bonds and delivers a written certificate to DTC and the District to that effect, DTC shall notify the Depository System Participants of the availability through DTC of Series A Bonds. In such event, the District shall issue, transfer and exchange Series A Bonds as requested by DTC and any other Owners in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Series A Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the District shall be obligated to deliver Series A Bonds as described in this Resolution. Whenever DTC requests the District to do so, the District will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Series A Bonds evidencing the Series A Bonds to any Depository System Participant having Series A Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Series A Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Series A Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and interest on such Series A Bond and all notices with respect to such Series A Bond shall be made and given, respectively, to DTC as provided as in the representation letter of the District. The County, the District and the Paying Agent shall have no responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Series A Bonds, and neither the County, the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to the beneficial owners of the Series A Bonds or to any other party, including the DTC or its successor.

ARTICLE III

SALE OF SERIES A BONDS; APPLICATION OF PROCEEDS

Section 3.01. Sale of Series A Bonds; Approval of Sale Documents.

(a) Negotiated Sale of Series A Bonds. Pursuant to Section 53508.7 of the Bond Law, the Board hereby authorizes the negotiated sale of the Series A Bonds to the Underwriter. The Series A Bonds shall be sold to the Underwriter pursuant to the Bond Purchase Agreement in substantially the form on file with the Clerk of the Board together with such changes therein, deletions therefrom and modifications thereto as a District Representative may approve, such approval to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement; provided that the Bond Purchase Agreement shall contain the following terms:

(i) the Series A Bonds shall bear a rate of interest of not to exceed 8.00% per annum and the final maturity date of the Series A Bonds shall not exceed the limits contained in the Bond Law;

(ii) the Series A Bonds shall have a ratio of total debt service to principal of not to exceed four to one;

(iii) the Underwriter's discount shall not exceed 0.25% of the principal amount of the Series A Bonds, and shall be paid from the amount of original issue premium received by the Underwriter upon the sale of the Series A Bonds; and

(iv) the Underwriter shall be required to pay all other costs of issuing the Series A Bonds from the original issue premium received by the Underwriter upon the sale of the Series A Bonds, as provided in the Bond Purchase Agreement.

The Board hereby authorizes a District Representative to execute and deliver the final form of the Bond Purchase Agreement in the name and on behalf of the District,

(b) Reasons for Negotiated Sale. In accordance with Section 53508.7 of the Bond Law, the Board has determined to sell the Series A Bonds at negotiated sale for the following reasons: (i) a negotiated sale provides more flexibility to choose the time and date of the sale which is often advantageous in the municipal bond market; (ii) the involvement of the Underwriter in preparing documents, rating agency presentations and structuring bonds generally enhances the quality and results of the bond offering; (iii) a negotiated sale will permit the time schedule for the issuance and sale of the Series A Bonds to be expedited, if necessary; (iv) a negotiated sale provides the District access to the Underwriter's trading desk for providing estimates of the cost of various bond structures (yields, discounts, premiums and maturities) for the purpose of evaluating alternative potential bond structures with the goal of producing the best match between the District's objectives and investor acceptance and demand; and (v) a negotiated sale provides time for the Underwriter to educate potential investors about the District and the

Series A Bonds with the goal of maximizing investor orders and reducing the interest cost on the day of bond pricing.

As required by Section 53509.5 of the Bond Law, after the sale of the Series A Bonds, the Board will present actual cost information for the sale at its next scheduled public meeting.

(c) Official Statement. The Board hereby approves, and hereby authorizes the Superintendent to deem final as of its date within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, the Preliminary Official Statement describing the Series A Bonds in substantially the form on file with the Clerk of the Board. The Superintendent is hereby authorized to execute an appropriate certificate stating that the Preliminary Official Statement has been deemed final within the meaning of such Rule. A District Representative is hereby authorized and directed to approve any changes in or additions to a final form of said Official Statement, and the execution thereof by a District Representative shall be conclusive evidence of their approval of any such changes and additions. The Board hereby authorizes the distribution of the Official Statement by the Underwriter. The final Official Statement shall be executed in the name and on behalf of the District by a District Representative.

(d) Bond Insurance. If the District is advised by the Municipal Advisor that it is in the best financial interests of the District to obtain a municipal bond insurance policy to insure the payment of debt service on the Series A Bonds, each District Representative is authorized to apply for said insurance and to take all actions and execute all documents and certifications relating thereto.

(e) Provisions of Bond Purchase Agreement to Control. The terms and conditions of the offering and the sale of the Series A Bonds shall be as specified in the Bond Purchase Agreement. In the event of any inconsistency or conflict between the provisions of this Resolution and the Bond Purchase Agreement, the provisions of the related Bond Purchase Agreement shall be controlling.

Section 3.02. Application of Proceeds of Sale of Series A Bonds. The proceeds of the Series A Bonds shall be paid to the County Treasurer on the Closing Date, and shall be applied by the County Treasurer as follows:

(a) The portion of the proceeds representing the premium or accrued interest (if any) received by the County Treasurer on the sale of the Series A Bonds shall be deposited in the Debt Service Fund.

(b) A portion of the proceeds of the Series A Bonds shall be deposited with U.S. Bank Trust Company, National Association, as directed in writing by a District Representative, to be applied to pay Costs of Issuance as provided in Section 3.04 to the extent not paid by the Underwriter from a portion of the original issue premium received by the Underwriter upon the sale of the Series A Bonds pursuant to Section 3.01(a)(iv).

(c) All remaining proceeds received by the County Treasurer from the sale of the Series A Bonds will be deposited in the Building Fund.

Section 3.03. Building Fund. The County Treasurer shall create and maintain a fund known as the "Fresno Unified School District, Election of 2024, Series A Building Fund", into which the County Treasurer shall deposit the proceeds from the sale of the Series A Bonds, to the extent required under Section 3.02(c). In order to ensure that the District is able to meet its federal tax law covenants with respect to separate accounting of funds holding proceeds of the Series A Bonds, the County Auditor-Controller is requested to maintain separate accounting for the proceeds of the Series A Bonds, including all earnings received from the investment thereof. Amounts credited to the Building Fund for the Series A Bonds shall be expended by the District solely for the financing of projects described in Measure H (including related Costs of Issuance). All interest and other gain arising from the investment of proceeds of the Series A Bonds shall be retained in the Building Fund and used for the purposes thereof. At the Written Request of the District filed with the County Auditor-Controller, any amounts remaining on deposit in the Building Fund and not needed for the purposes thereof shall be withdrawn from the Building Fund and transferred to the Debt Service Fund, to be applied to pay the principal of and interest on the Series A Bonds.

If any amount remains on deposit in the Building Fund after payment in full of the Series A Bonds, such amount shall be transferred to the debt service fund for any other issue of outstanding general obligation bonds of the District, and if there are none then to the general fund of the District to be applied for the purposes for which the Series A Bonds have been authorized.

Section 3.04. Costs of Issuance Custodian Agreement. The Board hereby authorizes a District Representative to enter into a Costs of Issuance Custodian Agreement with U.S. Bank Trust Company, National Association, in the substantially form on file with the Clerk of the Board. As provided in said agreement, a portion of the proceeds of the Series A Bonds shall be deposited thereunder and the payment of Costs of Issuance shall be requisitioned by a District Representative in accordance with said agreement. Any amounts held not required for payment of Costs of Issuance shall be transferred to the County Treasurer and deposited into the Building Fund.

Section 3.05. Estimated Financing Costs. The firm of Jones Hall, A Professional Law Corporation, has previously been engaged to act as the District's bond counsel and disclosure counsel, and the firm of Keygent LLC has previously been engaged to act as the Municipal Advisor to the District. The estimated Costs of Issuance of the Series A Bonds are set forth in Appendix B.

Section 3.06. Approval of Actions to Close Bond Issuance. Each District Representative and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Series A Bonds. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on their behalf if such officer is absent or unavailable.

ARTICLE IV

SECURITY FOR THE SERIES A BONDS; PAYMENT OF DEBT SERVICE

Section 4.01. Security for the Series A Bonds. The Series A Bonds are general obligations of the District, and the Board has the power to request the County to levy *ad valorem* taxes upon all property within the District subject to taxation without limitation of rate or amount, for the payment of the Series A Bonds and the interest thereon, in accordance with and subject to Sections 15250 and Section 15252 of the Education Code. The District hereby requests the County to levy on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* tax annually during the period the Series A Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Series A Bonds when due, including the principal of any Term Bonds upon the mandatory sinking fund redemption thereof under Section 2.03(b), which moneys when collected will be paid to the County Treasurer and deposited in the Debt Service Fund.

No part of any fund or account of the County is pledged or obligated to the payment of the Series A Bonds. The principal of and interest on the Series A Bonds do not constitute a debt (or a pledge of the full faith and credit) of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof. Neither the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof are liable for the Series A Bonds. In no event are the principal of and interest on Series A Bonds payable out of any funds or properties of the District other than *ad valorem* taxes levied on taxable property in the District. The Series A Bonds, including the interest thereon, are payable solely from taxes levied under Sections 15250 and 15252 of the Education Code.

The District acknowledges that pursuant to Government Code Section 53515 and Section 15251 of the Education Code, the Series A Bonds are secured by a statutory lien on all revenues received pursuant to the levy and collection of the *ad valorem* tax. Such lien shall attach automatically without further action or authorization by the District and shall be valid and binding from and after the time the Series A Bonds are issued.

As required by Education Code Section 15140(c), the District shall transmit a copy of this Resolution, together with the debt service schedule for the Series A Bonds, to the office of the County Treasurer in sufficient time to permit the County to maintain the tax rates for the Series A Bonds.

Section 4.02. Establishment of Debt Service Fund. The District hereby requests the County Treasurer to establish, hold and maintain a fund to be known as the "Fresno Unified School District Election of 2024, Series A General Obligation Bonds Debt Service Fund", which the County Treasurer shall maintain as a separate account, distinct from all other funds of the County and the District. All taxes levied by the County, at the request of the District, for the payment of the principal of and interest on the Series A Bonds shall be deposited in the Debt Service Fund by the County promptly upon apportionment of said levy.

Section 4.03. Disbursements From Debt Service Fund. Amounts in the Debt Service Fund shall be transferred by the County to the Paying Agent to the extent required

to pay the principal of and interest on the Series A Bonds when due. In addition, amounts on deposit in the Debt Service Fund shall be applied to pay the fees and expenses of the Paying Agent insofar as permitted by law, including specifically by Section 15232 of the Education Code. If, after payment in full of the Series A Bonds, any amount remains on deposit in the Debt Service Fund, such amount shall be transferred to the debt service fund for any other issue of outstanding general obligation bonds of the District, and if there are none then to the general fund of the District as provided in Section 15234 of the Education Code.

Section 4.04. Pledge of Taxes. The District hereby pledges all revenues from the property taxes collected from the levy by the Board of Supervisors of the County for the payment of the Series A Bonds and amounts on deposit in the Debt Service Fund to the payment of the principal or redemption price of and interest on the Series A Bonds. Such pledge shall be valid and binding from and after the Closing Date and shall be for the benefit of the Series A Bonds Owners and successors thereto. All amounts in the Debt Service Fund shall be immediately subject to such pledge, which shall constitute a lien and security interest to secure the payment of the Series A Bonds and shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing, or further act. This pledge constitutes an agreement between the District and Series A Bond Owners to provide security for the Series A Bonds in addition to any statutory lien that may exist, and such pledge is hereby extended to secure the payment of all other outstanding general obligation bonds of the District which are payable from amounts on deposit in the interest and sinking fund of the District.

Section 4.05. Investments. All moneys held in any of the funds or accounts established with the County hereunder may be invested in Authorized Investments in accordance with the investment policies of the County, as such policies exist at the time of investment. Obligations purchased as an investment of moneys in any fund or account will be deemed to be part of such fund or account. The County has no responsibility in the reporting, reconciling and monitoring of the investment of the proceeds of the Series A Bonds.

All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the fund or account from which such investment was made, and shall be expended for the purposes thereof. The District covenants that all investments of amounts deposited in any fund or account created by or under this Resolution, or otherwise containing proceeds of the Series A Bonds, shall be acquired and disposed of at the Fair Market Value thereof. For purposes of this Section, the term "Fair Market Value" shall mean, with respect to any investment, the price at which a willing buyer would purchase such investment from a willing seller in a *bona fide*, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as described above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance

with applicable regulations under the Tax Code, or (iii) the investment is a United States Treasury Security - State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

ARTICLE V

OTHER COVENANTS OF THE DISTRICT

Section 5.01. Punctual Payment. The Board hereby requests the County to levy *ad valorem* taxes, as provided in Sections 15250 and 15252 of the Education Code, so as to enable the District to punctually pay, or cause to be paid, the principal of and interest on the Series A Bonds, in conformity with the terms of the Series A Bonds and of this Resolution. Nothing herein contained prevents the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

Section 5.02. Books and Accounts. The District will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the District in which complete and correct entries are made of all transactions relating to the expenditure of the proceeds of the Series A Bonds. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Paying Agent and the Owners of not less than 10% in aggregate principal amount of the Series A Bonds then Outstanding, or their representatives authorized in writing.

Section 5.03. Protection of Security and Rights of Series A Bond Owners. The District will preserve and protect the security of the Series A Bonds and the rights of the Series A Bond Owners, and will warrant and defend their rights against all claims and demands of all persons. Following the issuance of the Series A Bonds by the District, the Series A Bonds shall be incontestable by the District.

Section 5.04. Tax Covenants. It is intended that the Series A Bonds shall be issued as federally tax-exempt obligations under the Tax Code. However, a portion of the Series A Bonds may be issued on a federally taxable basis in the event and to the extent required under the Tax Code in the opinion of Bond Counsel. The following provisions of this Section shall apply to those Series A Bonds which are issued on a federally tax-exempt basis.

(a) Generally. The District shall take all actions necessary to assure the exclusion of interest on the Series A Bonds from the gross income of the Owners of the Series A Bonds to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date. The District shall not take any action or permit to be taken any action within its control which would cause or which, with the passage of time if not cured would cause, interest on the Series A Bonds to become includable in gross income for federal income tax purposes.

(b) Private Activity Bond Limitation. The District shall not use the proceeds of the Series A Bonds in a manner which would cause the Series A Bonds to become "private activity bonds" within the meaning of Section 141(a) of the Tax Code or to meet the private loan financing test of Section 141(c) of the Tax Code.

(c) Federal Guarantee Prohibition. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Series A Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.

(d) No Arbitrage. The District shall not take, or permit or suffer to be taken by the Trustee or otherwise, any action with respect to the Series A Bond proceeds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date, would have caused the Series A Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Tax Code.

(e) Rebate of Excess Investment Earnings. The District shall calculate or cause to be calculated all amounts of excess investment earnings with respect to the Series A Bonds which are required to be rebated to the United States of America under Section 148(f) of the Tax Code, at the times and in the manner required under the Tax Code. The District shall pay when due an amount equal to excess investment earnings to the United States of America in such amounts, at such times and in such manner as may be required under the Tax Code, such payments to be made from any source of legally available funds of the District. The District shall keep or cause to be kept, and retain or cause to be retained for a period of six years following the retirement of the Series A Bonds, records of the determinations made under this subsection (e).

Neither the County nor the Paying Agent has any duty to monitor the compliance by the District with any of the covenants contained in this Section.

Section 5.05. CDIAC Annual Reporting. The District hereby covenants and agrees that it will comply with the provisions of California Government Code Section 8855(k) with respect to annual reporting to the California Debt and Investment Advisory Commission. Said reporting will occur at the times and include the types of information as set forth therein. Notwithstanding any other provision of this Resolution, failure of the District to comply with said reporting shall not constitute a default by the District hereunder or under the Series A Bonds.

Section 5.06. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, which shall be executed by a District Representative and delivered on the Closing Date. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate shall not constitute a default by the District hereunder or under the Series A Bonds; however, any Participating Underwriter (as that term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Series A Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

Section 5.07. Further Assurances. The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the Series A Bonds of the rights and benefits provided in this Resolution.

ARTICLE VI

THE PAYING AGENT

Section 6.01. Appointment of Paying Agent. U.S. Bank Trust Company, National Association, is hereby appointed to act as Paying Agent for the Series A Bonds and, in such capacity, shall also act as registration agent and authentication agent for the Series A Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Series A Bonds, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Board hereby approves the execution and delivery of a Paying Agent Agreement between the District and the Paying Agent. A District Representative is hereby authorized and directed to execute the final form of Paying Agent Agreement on behalf of the District.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business and having an office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least $100,000,000, and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, under law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Paying Agent may at any time resign by giving written notice to the District and the Series A Bond Owners of such resignation. Upon receiving notice of such resignation, the District shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent will become effective upon acceptance of appointment by the successor Paying Agent.

Section 6.02. Merger or Consolidation. Any company or association into which the Paying Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company or association to which the Paying Agent may sell or transfer all or substantially all of its paying agency functions, provided that such company or association shall be eligible under Section 6.01, shall be the successor to the Paying Agent and vested with all of the powers, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 6.03. Paying Agent May Hold Series A Bonds. The Paying Agent may become the Owner of any of the Series A Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

Section 6.04. Liability of Agents. The recitals of facts, covenants and agreements in this Resolution and in the Series A Bonds constitute statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of

this Resolution or of the Series A Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent is not liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution.

The Paying Agent is not liable for any error of judgment made in good faith by a responsible officer in the absence of the negligence of the Paying Agent.

No provision of this Resolution requires the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys the Paying Agent shall be responsible for any misconduct or negligence on the part of any agent or attorney appointed by it hereunder.

Section 6.05. Notice to Paying Agent. The Paying Agent may rely and is protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel, who may be counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution the Paying Agent deems it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof is specifically prescribed in this Resolution) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 6.06. Compensation; Indemnification. The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under Resolution. The District further agrees to indemnify the Paying Agent against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith. As provided in Section 4.03, amounts on deposit in the Debt

Service Fund shall be applied to pay the fees and expenses of the Paying Agent insofar as permitted by law, including specifically by Section 15232 of the Education Code.

Section 6.07. *Force Majeure*. In no event shall the Paying Agent be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, pandemics, epidemics, recognized public emergencies, quarantine restrictions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Paying Agent shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

Section 6.08. U.S.A. Patriot Act. The parties hereto acknowledge that in accordance with Section 326 of the U.S.A. Patriot Act, the Paying Agent is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Paying Agent. The District shall provide the Paying Agent with such information as it may request in order for the Paying Agent to satisfy the requirements of the U.S.A. Patriot Act.

ARTICLE VII

REMEDIES OF SERIES A BOND OWNERS

Section 7.01. Remedies of Series A Bond Owners. Any Series A Bond Owner has the right, for the equal benefit and protection of all Series A Bond Owners similarly situated:

(a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Series A Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;

(b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Series A Bond Owners' rights; or

(c) upon the happening and continuation of any default by the District hereunder or under the Series A Bonds, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

Section 7.02. Remedies Not Exclusive. No remedy herein conferred upon the Owners of Series A Bonds is exclusive of any other remedy. Each and every remedy is cumulative and may be exercised in addition to every other remedy given hereunder or thereafter conferred on the Series A Bond Owners.

Section 7.03. Non-Waiver. Nothing in this Article or in any other provision of this Resolution or in the Series A Bonds, affects or impairs the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the Series A Bonds to the respective Series A Bond Owners at the respective dates of maturity, as herein provided, or affects or impairs the right of action against the District, which is also absolute and unconditional, of such Owners to institute suit against the District to enforce such payment by virtue of the contract embodied in the Series A Bonds.

A waiver of any default by any Series A Bond Owner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner of any of the Series A Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Series A Bond Owners by this Article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Series A Bond Owners.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Series A Bond Owners, the District and the Series A Bond Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

ARTICLE VIII

AMENDMENT OF THIS RESOLUTION

Section 8.01. Amendments Effective Without Consent of the Owners. The Board may amend this Resolution from time to time, without the consent of the Owners of the Series A Bonds, for any one or more of the following purposes:

(a) to add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(b) to confirm, as further assurance, any pledge under, and to subject to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

(c) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution, in a manner which does not materially adversely affect the interests of the Series A Bond Owners in the opinion of Bond Counsel filed with the District; or

(d) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Series A Bonds.

Section 8.02. Amendments Effective With Consent of the Owners. The Board may amend this Resolution from time to time for any purpose not set forth in Section 8.01, with the written consent of the Owners of a majority in aggregate principal amount of the Series A Bonds Outstanding at the time such consent is given.

Any of the following amendments of this Resolution may be made only with the prior written consent of the Owners of all Outstanding Bonds: (a) a change in the terms of maturity of the principal of any Outstanding Series A Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, (b) a reduction of the percentage of Series A Bonds the consent of the Owners of which is required to effect any such modification or amendment, (c) a change in the provisions of Section 7.01 relating to Events of Default, or (d) a reduction in the amount of moneys pledged for the repayment of the Series A Bonds. No amendment may be made to the rights or obligations of any Paying Agent without its written consent.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Benefits of Resolution Limited to Parties. Nothing in this Resolution, expressed or implied, gives any person other than the District, the County, the Paying Agent and the Series A Bond Owners, any right, remedy, claim under or by reason of this Resolution. The covenants, stipulations, promises or agreements in this Resolution are for the sole and exclusive benefit of the Series A Bond Owners.

Section 9.02. Defeasance of Series A Bonds.

(a) Discharge of Resolution. Any or all of the Series A Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:

(i) by paying or causing to be paid the principal or redemption price of and interest on such Series A Bonds, as and when the same become due and payable;

(ii) by irrevocably depositing, in escrow with an escrow agent selected by the District, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem such Series A Bonds; or

(iii) by delivering such Series A Bonds to the Paying Agent for cancellation by it.

If the District pays all Outstanding Series A Bonds and also pays or causes to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Resolution), and notwithstanding that any Series A Bonds have not been surrendered for payment, this Resolution and other assets made under this Resolution and all covenants, agreements and other obligations of the District under this Resolution shall cease,

terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In that event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it under this Resolution which are not required for the payment or redemption of Series A Bonds not theretofore surrendered for such payment or redemption.

(b) Discharge of Liability on Series A Bonds. Upon the deposit, in escrow, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem any Outstanding Series A Bond (whether upon or prior to its maturity or the redemption date of such Series A Bond), provided that, if such Series A Bond is to be redeemed prior to maturity, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice (subject to the qualifications in Section 2.03), then all liability of the District in respect of such Series A Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such Series A Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited with the Paying Agent or an escrow agent as aforesaid for such payment, provided further, however, that the provisions of Section 9.02(d) shall apply in all events.

The District may at any time surrender to the Paying Agent for cancellation by it any Series A Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such Series A Bonds, upon such surrender and cancellation, shall be deemed to have been paid and retired.

(c) Deposit of Money or Securities with Paying Agent. Whenever in this Resolution it is provided or permitted that there be deposited with or held in escrow by the Paying Agent or an escrow agent money or securities in the necessary amount to pay or redeem any Series A Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established under this Resolution and shall be:

(i) lawful money of the United States of America in an amount equal to the principal amount of such Series A Bonds and all unpaid interest thereon to maturity, except that, in the case of Series A Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such Series A Bonds and all unpaid interest thereon to the redemption date; or

(ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be,

on the Series A Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Series A Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice.

(d) Payment of Series A Bonds After Discharge of Resolution. Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent for the payment of the principal or redemption price of, or interest on, any Series A Bonds and remaining unclaimed for two years after the principal of all of the Series A Bonds has become due and payable (whether at maturity or upon call for redemption or by acceleration as provided in this Resolution), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Series A Bonds became due and payable, shall, upon request of the District, be repaid to the District free from the trusts created by this Resolution, and all liability of the Paying Agent with respect to such moneys shall thereupon cease; *provided, however*, that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) first mail to the Owners of all Series A Bonds which have not been paid at the addresses shown on the Registration Books a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Series A Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof. Thereafter, the District shall remain liable to the Owners for payment of any amounts due on the Series A Bonds, which amounts shall be deemed to be paid by the District from moneys remitted to it by the Paying Agent under this subsection (d).

Section 9.03. Execution of Documents and Proof of Ownership by Series A Bond Owners. Any request, declaration or other instrument which this Resolution may require or permit to be executed by Series A Bond Owners may be in one or more instruments of similar tenor, and shall be executed by Series A Bond Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Series A Bond Owner or such Owner's attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proven by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which they purport to act, that the person signing such request, declaration or other instrument or writing acknowledged to them the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Series A Bonds and the amount, maturity, number and date of holding the same shall be proved by the Registration Books.

Any request, declaration or other instrument or writing of the Owner of any Series A Bond shall bind all future Owners of such Series A Bond in respect of anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

Section 9.04. Waiver of Personal Liability. No Board member, officer, agent or employee of the District shall be individually or personally liable for the payment of the principal of or interest on the Series A Bonds; but nothing herein contained shall relieve any such Board member, officer, agent or employee from the performance of any official duly provided by law.

Section 9.05. Limited Duties of County; Indemnification. Notwithstanding anything in this Resolution to the contrary, (a) the County (including its Board of Supervisors, officers, agents and employees) shall undertake only those duties of the County under this Resolution which are specifically set forth in this Resolution and in applicable provisions of the Bond Law and the Education Code, and even during the continuance of an event of default by the District with respect to the Series A Bonds, no implied covenants or obligations shall be read into this Resolution against the County (including its Board of Supervisors, officers, agents and employees and (b) the District further agrees to indemnify, defend and save the County (including its Board of Supervisors, officers, agents and employees) harmless against any and all liabilities, costs, expenses, damages and claims which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith, and the District shall also reimburse the County (including its Board of Supervisors, officers, agents and employees) for any legal or other costs and expenses incurred in connection with investigating or defending any such liabilities or claims which are not due to its negligence or bad faith.

Section 9.06. Destruction of Canceled Series A Bonds. Whenever in this Resolution provision is made for the surrender to the District of any Series A Bonds which have been paid or canceled under the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of such canceled Series A Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Series A Bonds therein referred to.

Section 9.07. Partial Invalidity. If any section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Series A Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the chief financial officer of the District in trust for the benefit of the Series A Bond Owners.

Section 9.08. Effective Date of Resolution. This Resolution shall take effect from and after the date of its passage and adoption.

* * * * * * * *

The foregoing Resolution was adopted at a meeting of the Board of Education of the Fresno Unified School District this 26th day of March 2025, by the following vote:

AYES: 7

NOES: 0

ABSTAIN: 0

ABSENT: 0

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

President of the Board of Education
Fresno Unified School District

I, Genoveva Islas, Clerk of the Board of Education of the Fresno Unified School District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Education of the Fresno Unified School District Governing Board at a regular meeting thereof held on the 26th day of March, 2025, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Fresno Unified School District Governing Board this 26th day of March, 2025.

Clerk of the Board of Education
Fresno Unified School District

APPENDIX A

FORM OF SERIES A BOND

REGISTERED BOND NO. _____ $_____

FRESNO UNIFIED SCHOOL DISTRICT

(Fresno County, California)

GENERAL OBLIGATION BOND ELECTION OF 2024, SERIES A

INTEREST RATE: MATURITY DATE: DATED DATE: CUSIP

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The FRESNO UNIFIED SCHOOL DISTRICT (the "District"), located in Fresno County, California (the "County"), for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon, calculated on a 30/360 day basis, until the Principal Amount is paid or provided for, at the Interest Rate stated above, such interest to be paid on _____ 1 and _____ 1 of each year, commencing _____ 1, 20__ (the "Interest Payment Dates"). This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15th day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated on or before _____ 1, 20__, in which event it will bear interest from the Dated Date set forth above.

The principal of and interest on this Bond are payable in lawful money of the United States of America to the person in whose name this Bond is registered (the "Registered Owner") on the Bond registration books maintained by the Paying Agent, initially U.S. Bank Trust Company, National Association. The principal hereof is payable upon presentation and surrender of this Bond at the office of the Paying Agent. Interest hereon is payable by check mailed by the Paying Agent on each Interest Payment Date to the Registered Owner of this Bond by first-class mail at the address appearing on the Bond registration books at the close of business on the 15th day of the calendar month next preceding such Interest Payment Date (each, a "Record Date"); *provided, however*, that at the written request of the registered owner of Bonds in an aggregate principal amount of at least $1,000,000, which written request is on file with the Paying Agent prior to any Record Date, interest on such Bonds shall be paid on each succeeding Interest Payment Date by wire transfer in immediately available funds to such account of a financial institution within the United States of America as specified in such written request.

This Bond is one of a duly authorized issue of Bonds of the District designated as "Fresno Unified School District (Fresno County, California) General Obligation Bonds, Election of 2024, Series A" (the "Bonds"), in an aggregate principal amount of $_____, all of like tenor and date (except for such variation, if any, as may be required to designate varying numbers, maturities, interest rates or redemption and other provisions) and all issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code as in effect on the date of adoption hereof and as amended hereafter (the "Bond Law"), and under a Resolution of the Board of Education of the District adopted on March 26, 2025 (the "Bond Resolution"), authorizing the issuance of the Bonds. The issuance of the Bonds has been authorized by the requisite 55% vote of the electors of the District cast at a special bond election held on November 5, 2024, upon the question of issuing bonds in the amount of $500,000,000.

All capitalized terms herein and not otherwise defined have the meanings given them in the Bond Resolution. Reference is hereby made to the Bond Resolution (copies of which are on file at the office of the Paying Agent) and the Bond Law for a description of the terms on which the Bonds are issued and the rights thereunder of the owners of the Bonds and the rights, duties and immunities of the Paying Agent and the rights and obligations of the District thereunder, to all of the provisions of which Resolution the Owner of this Bond, by acceptance hereof, assents and agrees.

The principal of and interest on this Bond do not constitute a debt (or a pledge of the full faith and credit) of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents and employees thereof, and neither the County, the State of California, any of its political subdivisions, nor any of the officers, agents and employees thereof shall be liable hereon. In no event shall the principal of and interest on this Bond be payable out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District.

The Bonds of this issue are issuable only as fully registered Bonds in the denominations of $5,000 or any integral multiple thereof. This Bond is exchangeable and transferable for Bonds of other authorized denominations at the principal corporate trust office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. Any tax or governmental charges shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

[*if applicable*:] The Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their respective stated maturities. The Bonds maturing on or after August 1, 20__ are subject to redemption prior to maturity as a whole, or in part among maturities on such basis as designated by the District and by lot within a maturity, at the option of the District, from any available source of funds, on August 1, 20__, and on any date thereafter, at a redemption price equal to 100% of the principal amount of Bonds to

be redeemed together with accrued interest thereon to the date fixed for redemption, without premium.

[*if applicable*:] The Bonds maturing on _____, 20__ (the "Term Bonds") are also subject to mandatory sinking fund redemption on _____ in the years, and in the amounts, as set forth in the following table, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption.

Sinking Fund Redemption Date (_____)	Principal Amount To Be Redeemed

The Paying Agent shall give notice of the redemption of the Bonds at the expense of the District. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed, (b) the numbers of the Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there shall become due and payable upon each Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to said date, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

Notice of redemption shall be given by registered or otherwise secured mail or delivery service, postage prepaid, to the registered owner of the Bonds, to a municipal registered securities depository and to a national information service that disseminates securities redemption notices and, by first class mail, postage prepaid, to the District and the respective Owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least 20 days, but not more than 60 days, prior to the redemption date; provided that neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds. Such notice may be conditional and subject to rescission as described in the Bond Resolution.

Neither the District nor the Paying Agent will be required: (a) to issue or transfer any Bond during a period beginning with the opening of business on the 15th calendar day next preceding either any Interest Payment Date or any date of selection of any Bond to be redeemed and ending with the close of business on the Interest Payment Date or a day on which the applicable notice of redemption is given, or (b) to transfer any Bond which has been selected or called for redemption in whole or in part.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and

the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The owner of this Bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified, recited and declared that all acts and conditions required by the Constitution and laws of the State of California to exist, to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

This Bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been manually signed by the Paying Agent.

[*If applicable*: Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Paying Agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest in this Bond.]

IN WITNESS WHEREOF, the Fresno Unified School District has caused this Bond to be executed by the facsimile signature of the President of its Govrning Board, and attested by the facsimile signature of the [Secretary/Clerk] of its Board of Education , all as of the date stated above.

FRESNO UNIFIED SCHOOL DISTRICT

[Exhibit only; not for execution]
President
Board of Education

Attest:

[Exhibit only; not for execution]
Clerk / Secretary
Board of Education

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the Bond Resolution referred to in this Bond.

Date of Authentication:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, *as Paying Agent*

By _____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

_____

_____

_____

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint _____ _____ attorney, to transfer the same on the registration books of the Bond Registrar, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____

Note: Signature(s) must be guaranteed by an eligible guarantor institution.

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

APPENDIX B

REQUIRED DISCLOSURES PURSUANT TO GOVERNMENT CODE SECTION 5852.1

1. True Interest Cost of the Series A Bonds: 3.4%.

2. Finance charge of the Series A Bonds, being the sum of all fees and charges paid to third parties (including Underwriter's compensation): $247,000. As provided in this Resolution, such fees and charges shall be paid by the Underwriter from a portion of the original issue premium received on the sale of the Series A Bonds.

3. Proceeds of the Series A Bonds expected to be received by the District, net of proceeds for Costs of Issuance in (2) above to paid, capitalized interest and reserves (if any) from the principal amount of the Series A Bonds: $30,000,000.

4. Total Payment Amount for the Series A Bonds, being the sum of all debt service to be paid on the Series A Bonds to final maturity: $31,600,000.

**All amounts and percentages are estimates, and are made in good faith by the District based on information available as of the date of adoption of this Resolution. Estimates include certain assumptions regarding tax-exempt rates available in the bond market at the time of pricing the Series A Bonds.*

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: March 26, 2025

ACTION REQUESTED: ADOPT

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Adopt Resolution 25-58, Authorizing the Issuance and Sale of 2025 Refunding General Obligation Bonds to Refund Outstanding General Obligation Bonds, Election of 2010, Series E, and Outstanding Election of 2010, Series F, and Approving Related Documents and Actions

ITEM DESCRIPTION: Included in the Board material Resolution 25-58, authorizes the issuance and sale of refunding General Obligation (GO) Bonds to refund outstanding GO Bonds, Election of 2010 (Measure Q), Series E, and outstanding GO Bonds, Election of 2010 (Measure Q), Series F, and approves related documents and actions.

In 2015, Fresno Unified issued $54,998,095.20 of GO Bonds, Election of 2010, Series E, subject to original redemption August 01, 2025. In 2016, the district issued $30,010,000 of GO bonds, Election of 2010, Series F, subject to original redemption August 01, 2026. To take advantage of current low interest rates and maintain the District's aggregate tax rate, it is recommended the district refund the Series E and Series F bonds, which will result in debt service savings.

Resolution 25-58, adopts the draft Preliminary Official Statement, draft Bond Purchase Agreement are available for review in the board office.

FINANCIAL SUMMARY: Refunding the general obligation bonds is anticipated to result in over $1 million in debt service savings.

PREPARED BY: Paul Idsvoog

DIVISION: Operational Services

CABINET APPROVAL PHONE: 457-3134

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

RESOLUTION NO. 25-58

RESOLUTION OF THE BOARD OF EDUCATION OF THE FRESNO UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF REFUNDING GENERAL OBLIGATION BONDS FOR THE PURPOSE OF REFINANCING OUTSTANDING 2010 SERIES E GENERAL OBLIGATION BONDS AND 2010 SERIES F GENERAL OBLIGATION BONDS, AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW AGREEMENT, BOND PURCHASE AGREEMENT AND OFFICIAL STATEMENT, AND APPROVING DOCUMENTS AND OFFICIAL ACTIONS RELATING THERETO

WHEREAS, a bond election was duly and regularly held in the Fresno Unified School District (the "District") on November 2, 2010, under the procedures specified in Proposition 39 (Article XIII A Section 1 paragraph (b) of the California Constitution) for the purpose of submitting Measure Q ("Measure Q") to the qualified electors of the District authorizing the issuance of general obligation bonds of the District in the aggregate principal amount of $280,000,000, and more than 55% of the votes cast at said election were in favor of the issuance of bonds under Measure Q; and

WHEREAS, in order to finance the construction, modernization and improvement of its school facilities, the District has previously issued a series of bonds under Measure Q, entitled the Fresno Unified School District (Fresno County, California) General Obligation Bonds, Election of 2010, Series E in the aggregate principal amount of $54,998,095.20 (the "2010 Series E Bonds"), and a series of bonds entitled the Fresno Unified School District (Fresno County, California) General Obligation Bonds, Election of 2010, Series E in the aggregate principal amount of $30,010,000 (the "2010 Series F Bonds"); and

WHEREAS, the 2010 Series E Bonds are subject to optional redemption on any date on or after August 1, 2025, at a redemption price equal to 100% of the principal amount of the current interest bonds and 100% of the accreted value of the capital appreciation bonds, together interest accrued and compounded to the redemption date, without premium; and

WHEREAS, the 2010 Series F Bonds are subject to optional redemption on any date on or after August 1, 2026, at a redemption price equal to 100% of the principal amount thereof together interest accrued to the redemption date, without premium; and

WHEREAS, the District has previously issued its Fresno Unified School District (Fresno County, California) 2024 Refunding General Obligation Bonds (Federally Taxable) in the aggregate principal amount of $18,610,000, the proceeds of which have been applied to refund a portion of the outstanding 2010 Series E Bonds; and

WHEREAS, due to favorable conditions that currently exist in the bond market, the District has been advised that it can obtain interest cost savings which can be passed along to District property taxpayers and can manage the District's aggregate tax rate by refinancing all or a portion of the outstanding 2010 Series E Bonds and 2010 Series F Bonds (collectively, the "Prior Bonds"); and

WHEREAS, to that end, the Board of Education of the District (the "Board") has determined at this time to authorize the issuance and sale of one or more series of refunding bonds of the District (the "Refunding Bonds"), for the purpose of providing funds to refinance all or a portion of the Prior Bonds, and the Board is authorized to provide for the issuance and sale of the Refunding Bonds under the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Sections 53550 and 53580 of said Code (the "Refunding Bond Law"); and

WHEREAS, as required by Government Code Section 5852.1, attached hereto as Appendix B is certain financial information relating to the Refunding Bonds that has been obtained by the Board and is hereby disclosed and made public; and

WHEREAS, the Board has previously approved a Debt Issuance and Management Policy which complies with Government Code Section 8855, and the delivery of the Refunding Bonds will be in compliance with said policy.

NOW, THEREFORE, the Board of Education of the Fresno Unified School District hereby finds, determines, declares and resolves as follows:

ARTICLE I

DEFINITIONS; AUTHORITY

Section 1.01. Definitions. The terms defined in this Section, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings given them below, unless the context clearly requires some other meaning. Any capitalized terms defined in the recitals of this Resolution and not otherwise defined in this Section shall have the meaning given such terms in the recitals.

"Authorized Investments" means the County Investment Pool, the Local Agency Investment Fund, any investments authorized pursuant to Sections 53601 and 53635 of the California Government Code. The County Treasurer shall assume no responsibility in the reporting, reconciling and monitoring in the investment of proceeds related to the Refunding Bonds.

"Board" means the Board of Education of the District.

"Bond Counsel" means (a) the firm of Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Purchase Agreement" means, with respect to any series of Refunding Bonds, the related Bond Purchase Agreement between the District and the Underwriter, under which the Underwriter agrees to purchase such series of Refunding Bonds and pay the purchase price therefor.

"Business Day" means any day other than a day on which (a) banks located in the state in which the Office of the Paying Agent is located are authorized or required by law

to close, or (b) The New York Stock Exchange or the payment system of the Federal Reserve System is closed.

"Closing Date" means, with respect to any series of Refunding Bonds, the date upon which there is a delivery of such series of Refunding Bonds in exchange for the amount representing the purchase price thereof by the Underwriter.

"Continuing Disclosure Certificate" means, with respect to any series of Refunding Bonds, the Continuing Disclosure Certificate which is executed and delivered by a District Representative on the related Closing Date.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the District and related to the authorization, issuance, sale and delivery of the Refunding Bonds and the refunding of the Refunded Prior Bonds, including but not limited to the costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees, expenses and charges of the Paying Agent and Escrow Agent and their respective counsel, legal fees and charges, fees and disbursements of consultants and professionals including escrow verification fees, rating agency fees, all costs set forth in Government Code Sections 53550(e) and (f) and Section 53587, and any other cost, charge or fee in connection with the original issuance and sale of the Refunding Bonds and the refunding of the Refunded Prior Bonds.

"County" means the County of Fresno, a political subdivision of the State of California, duly organized and existing under the Constitution and laws of the State of California.

"County Treasurer" means the Fresno County Auditor-Controller/Treasurer-Tax Collector, or any authorized deputy thereof.

"Debt Service Fund" means the account established and held by the County Treasurer under Section 4.03.

"Depository" means (a) initially, DTC, and (b) any other Securities Depository acting as Depository under Section 2.09.

"Depository System Participant" means any participant in the Depository's book-entry system.

"District" means the Fresno Unified School District, a unified school district organized under the Constitution and laws of the State of California, and any successor thereto.

"District Representative" means the President of the Board, the Superintendent, the Chief Financial Officer or the Chief Operations and Classified Labor Management Officer of the District, or the written designee of such officers, or any other person authorized by resolution of the Board to act on behalf of the District with respect to this Resolution and the Refunding Bonds.

"DTC" means The Depository Trust Company and its successors and assigns.

"Education Code" means the Education Code of the State of California, as in effect on the Closing Date or as thereafter amended from time to time.

"Escrow Agent" means U.S. Bank Trust Company, National Association, in its capacity as escrow agent under the Escrow Agreement, and as paying agent for the Prior Bonds.

"Escrow Agreement" means the document or documents governing the deposit of Refunding Bond proceeds into an escrow fund to provide for the payment and redemption of the Refunded Prior Bonds.

"Federal Securities" means: (a) any direct general non-callable obligations of the United States of America, including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America; (b) any obligations the timely payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America or which are secured by obligations described in the preceding clause (a); (c) the interest component of Resolution Funding Corporation strips which have been stripped by request to the Federal Reserve Bank of New York in book-entry form; and (d) bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies: (i) direct obligations or fully guaranteed certificates of beneficial ownership of the U.S. Export-Import Bank; (ii) certificates of beneficial ownership of the Farmers Home Administration; (iii) participation certificates of the General Services Administration; (iv) Federal Financing Bank bonds and debentures; (v) guaranteed Title XI financings of the U.S. Maritime Administration; (vi) project notes, local authority bonds, new communities debentures and U.S. public housing notes and bonds of the U.S. Department of Housing and Urban Development; and (vii) obligations of the Federal Home Loan Bank (FHLB).

"Interest Payment Date" means each February 1 and August 1 on which interest on the Refunding Bonds is due and payable, as such dates are identified in the Bond Purchase Agreement.

"Municipal Advisor" means the firm of Keygent LLC, as municipal advisor to the District in connection with the issuance and sale of the Refunding Bonds.

"Office" means the designated corporate trust office of the Paying Agent for the payment of the Refunding Bonds and the administration of its duties hereunder. The Paying Agent may designate and re-designate the Office from time to time by written notice filed with the County and the District.

"Outstanding," when used as of any particular time with reference to Refunding Bonds, means all Refunding Bonds except: (a) Refunding Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation; (b) Refunding Bonds paid or deemed to have been paid within the meaning of Section 9.02; and (c) Refunding Bonds in lieu of or in substitution for which other Refunding Bonds have been authorized, executed, issued and delivered by the District under this Resolution.

"Owner", whenever used herein with respect to a Refunding Bond, means the person in whose name the ownership of such Refunding Bond is registered on the Registration Books.

"Paying Agent" means the Paying Agent appointed by the District and acting as paying agent, registrar and authenticating agent for the Refunding Bonds, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 6.01.

"Prior Bonds" means, collectively, the 2010 Series E Bonds and the 2010 Series F Bonds.

"Record Date" means, with respect to any Interest Payment Date, the 15th day of the month preceding such Interest Payment Date, whether or not such day is a Business Day.

"Refunded Prior Bonds" means those maturities of the Prior Bonds which are refunded from the proceeds of the Refunding Bonds, as such maturities are identified in the related Escrow Agreement.

"Refunding Bond Law" means Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, commencing with Sections 53550 and 53580 of said Code, as amended from time to time.

"Refunding Bonds" means the Fresno Unified School District (Fresno County, California) 2025 Refunding General Obligation Bonds which are authorized to be issued and at any time Outstanding under this Resolution.

"Registration Books" means the records maintained by the Paying Agent for the registration of ownership and registration of transfer of the Refunding Bonds under Section 2.08.

"Resolution" means this Resolution, as originally adopted by the Board and including all amendments hereto and supplements hereof which are duly adopted by the Board from time to time in accordance herewith.

"Securities Depositories" means DTC; and, in accordance with the then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District may designate in a Written Request of the District delivered to the Paying Agent.

"Tax Code" means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under said Code.

"2010 Series E Bonds" means the Fresno Unified School District (Fresno County, California) General Obligation Bonds, Election of 2010, Series E, issued by the District on September 23, 2015, in the aggregate original principal amount of $30,010,000.

"2010 Series F Bonds" means the Fresno Unified School District (Fresno County, California) General Obligation Bonds, Election of 2010, Series F, issued by the District on September 23, 2015, in the aggregate original principal amount of $54,998,095.20.

"Underwriter" means Stifel Nicolaus & Company, Incorporated, on behalf of itself and Piper Sandler & Co., as the designated underwriters of the Refunding Bonds upon the negotiated sale thereof pursuant to Section 3.01.

"Written Certificate of the District" means an instrument in writing signed by a District Representative or by any other officer of the District duly authorized by the District and listed on a Written Request of the District for that purpose.

Section 1.02. Rules of Interpretation.

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

(d) Whenever the term "may" is used herein with respect to an action by one of the parties hereto, such action shall be discretionary and the party who "may" take such action shall be under no obligation to do so.

(e) The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation."

Section 1.03. Authority for this Resolution; Findings. This Resolution is entered into under the provisions of the Refunding Bond Law. The Board hereby certifies that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of the Refunding Bonds do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of the Refunding Bonds, together with all other indebtedness of the District, does not exceed any limit prescribed by any laws of the State of California.

ARTICLE II

THE REFUNDING BONDS

Section 2.01. Authorization. The Board hereby determines that the prudent management of the fiscal affairs of the District requires that it issue the Refunding Bonds under the provisions of the Refunding Bond Law without submitting the question of the issuance of the Refunding Bonds to a vote of the qualified electors of the District. To that end, the Board hereby authorizes the issuance of the Refunding Bonds in the aggregate principal amount of not to exceed $30,000,000, subject to the terms of the Refunding Bond Law and this Resolution, for the purpose of providing funds to refund all or a portion of the outstanding Prior Bonds. The Refunding Bonds shall be designated the "Fresno Unified School District (Fresno County, California) 2025 Refunding General Obligation Bonds", together with such additional designation as shall be set forth in the Bond Purchase Agreement.

This Resolution constitutes a continuing agreement between the District and the Owners of all of the Refunding Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal of and interest on all Refunding Bonds which may be Outstanding hereunder, subject to the covenants, agreements, provisions and conditions herein contained.

As provided in Section 53552 of the Refunding Bond Law, the Refunding Bonds shall not be issued unless the total net interest cost to maturity on the Refunding Bonds plus the principal amount of the Refunding Bonds is less than the total net interest cost to maturity on the Refunded Prior Bonds plus the principal amount of the Refunded Prior Bonds. Before issuing the Refunding Bonds, the District shall receive written confirmation from the Municipal Advisor that the requirements of Section 53552 of the Refunding Bond Law have been satisfied.

Section 2.02. Terms of Refunding Bonds.

(a) Issuance in Series. The Refunding Bonds are authorized be issued in one or more series from time to time. All references in this Resolution to the Refunding Bonds, the Escrow Agreement, the Bond Purchase Agreement, the Continuing Disclosure Certificate and other documents or matters relating to the issuance and sale of the Refunding Bonds and the refunding of the Prior Bonds shall apply with full force and effect to each individual series of Refunding Bonds.

(b) Terms of Refunding Bonds. The Refunding Bonds shall be issued as fully registered bonds, without coupons, in the form of current interest bonds in the denomination of $5,000 each or any integral multiple thereof. The Refunding Bonds shall be lettered and numbered as the Paying Agent may prescribe, and shall be dated as of the Closing Date.

Interest on the Refunding Bonds shall be payable semiannually on each Interest Payment Date. Each Refunding Bond shall bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is authenticated on or before an Interest Payment Date and after the close of business on the preceding Record Date, in which event it shall bear interest from such Interest Payment Date, or (ii) it is authenticated prior to the first Record Date, in which event it shall

bear interest from the Closing Date. Notwithstanding the foregoing, if interest on any Refunding Bond is in default at the time of authentication thereof, such Refunding Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(c) Maturities; Basis of Interest Calculation. The Refunding Bonds shall mature on the dates, in the years and in the amounts, and shall bear interest at the rates, as determined upon the sale thereof and as set forth in the Bond Purchase Agreement. Interest on the Refunding Bonds shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

(d) CUSIP Identification Numbers. CUSIP identification numbers shall be printed on the Refunding Bonds, but such numbers do not constitute a part of the contract evidenced by the Refunding Bonds and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the Refunding Bonds. Any failure by the District to use CUSIP numbers in any notice to Owners of the Refunding Bonds shall not constitute an event of default or any violation of the District's contract with the Owners and shall not impair the effectiveness of any such notice. The District shall promptly notify the Paying Agent in writing of any change in CUSIP numbers.

(e) Payment. Interest on the Refunding Bonds (including the final interest payment upon maturity or redemption) is payable by check, draft or wire of the Paying Agent to the Owner thereof (which will be DTC so long as the Refunding Bonds are held in the book-entry system of DTC) at such Owner's address as it appears on the Registration Books at the close of business on the preceding Record Date; except that at the written request of the Owner of at least $1,000,000 aggregate principal amount of the Refunding Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on any Refunding Bonds will be paid on the succeeding Interest Payment Date to such account as will be specified in such written request. Principal of and premium (if any) on the Refunding Bonds is payable in lawful money of the United States of America upon presentation and surrender at the Office of the Paying Agent. The provisions of this subsection are subject in all respects to the provisions of Section 2.09 relating to Refunding Bonds which are held in the book-entry system of DTC.

Section 2.03. Redemption.

(a) Optional Redemption Dates and Prices. If and as specified in the Bond Purchase Agreement, the Refunding Bonds may be subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as designated by the District and by lot within a maturity, from any available source of funds, on the dates and at the redemption prices which are set forth in the Bond Purchase Agreement.

(b) Mandatory Sinking Fund Redemption. If and as specified in the Bond Purchase Agreement, any maturity of Refunding Bonds may be designated as "Term Bonds" which are subject to mandatory sinking fund redemption on the dates and in years set forth in the Bond Purchase Agreement, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If some but not all of such Term Bonds have been redeemed under the foregoing subsection (a), the total amount of all future sinking

fund payments shall be reduced by the aggregate principal amount of Term Bonds so redeemed, to be allocated among such sinking fund payments on such basis as the District may designate in a Written Request of the District filed with the Paying Agent.

(c) Selection of Refunding Bonds for Redemption. Whenever less than all of the Outstanding Refunding Bonds of any one maturity are designated for redemption, the Paying Agent shall select the Outstanding Refunding Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such selection, each Refunding Bond will be deemed to consist of individual bonds of $5,000 denominations each of which may be separately redeemed.

(d) Redemption Procedure. The Paying Agent shall cause notice of any redemption to be given at least 20 days but not more than 60 days prior to the date fixed for redemption, to the respective Owners of any Refunding Bonds designated for redemption, at their addresses appearing on the Registration Books. The giving of such notice shall not be a condition precedent to such redemption and the failure to receive any such notice will not affect the validity of the proceedings for the redemption of such Refunding Bonds. In addition, the Paying Agent shall give notice of redemption to the Municipal Securities Rulemaking Board and each of the Securities Depositories at least two days prior to giving such notice to the Refunding Bond Owners.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Refunding Bonds are to be called for redemption, shall designate the serial numbers of the Refunding Bonds to be redeemed by giving the individual number of each Refunding Bond or by stating that all Refunding Bonds between two stated numbers, both inclusive, or by stating that all of the Refunding Bonds of one or more maturities have been called for redemption, and shall require that such Refunding Bonds be then surrendered at the Office of the Paying Agent for redemption at the said redemption price, giving notice also that further interest on such Refunding Bonds will not accrue from and after the redemption date. Any notice of optional redemption of the Refunding Bonds may state that it is conditional, in which case it shall make reference to the right of the District to rescind the notice as set forth in subsection (e) of this subsection.

Upon surrender of Refunding Bonds redeemed in part only, the District shall execute and the Paying Agent shall authenticate and deliver to the Owner thereof, at the expense of the District, a new Refunding Bond or Bonds, of the same maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Refunding Bond or Bonds.

From and after the date fixed for redemption, if notice of such redemption has been duly given and funds available for the payment of the principal of and interest (and premium, if any) on the Refunding Bonds so called for redemption have been duly provided, the Refunding Bonds called for redemption will cease to be entitled to any benefit under this Resolution, other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in the notice. The Paying Agent shall cancel all Refunding Bonds redeemed under this Section and will furnish a certificate of cancellation to the District.

Notwithstanding the foregoing provisions of this subsection, so long as the Refunding Bonds are held in the book-entry system the provisions of Section 2.09 shall govern the procedures for giving notice of redemption of the Refunding Bonds, if and to

the extent the provisions of this Section are in conflict inconsistent with the provisions of Section 2.09.

(e) Right to Rescind Notice of Redemption. The District has the right to rescind any notice of the optional redemption of Refunding Bonds under subsection (a) of this Section by written notice to the Paying Agent on or prior to the dated fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Refunding Bonds then called for redemption. The District and the Paying Agent shall have no liability to the Refunding Bond Owners or any other party related to or arising from such rescission of redemption. The Paying Agent shall give notice of such rescission of redemption to the respective Owners of the Refunding Bonds designated for redemption, at their addresses appearing on the Registration Books, and also to the Securities Depositories and the Municipal Securities Rulemaking Board. The District may give a conditional notice of the optional redemption of any Refunding Bonds under subsection (a) of this Section, which notice shall make reference to the right of the District to rescind such notice as provided in this subsection.

Section 2.04. Form of Refunding Bonds. The Refunding Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon shall be substantially in the forms, respectively, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution, as are set forth in Appendix A attached hereto.

Section 2.05. Execution of Refunding Bonds. The Refunding Bonds shall be signed by the facsimile signature of the President of the Board and shall be attested by the facsimile signature of the Secretary or Clerk of the Board. Only those Refunding Bonds bearing a certificate of authentication and registration in the form set forth in Appendix A attached hereto, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent shall be conclusive evidence that the Refunding Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

Section 2.06. Transfer of Refunding Bonds. Any Refunding Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by a duly authorized attorney, upon surrender of such Refunding Bond for cancellation at the Office at the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The District may charge a reasonable sum for each new Refunding Bond issued upon any transfer.

Whenever any Refunding Bond is surrendered for transfer, the District shall execute and the Paying Agent will authenticate and deliver new Refunding Bonds for like aggregate principal amount. No transfer of Refunding Bonds is required to be made (a) during the period established by the Paying Agent for selection of Refunding Bonds for redemption or (b) with respect to a Refunding Bond which has been selected for redemption.

Section 2.07. Exchange of Refunding Bonds. The Refunding Bonds may be exchanged at the Office of the Paying Agent for a like aggregate principal amount of

Refunding Bonds of authorized denominations and of the same maturity. The District may charge a reasonable sum for each new Refunding Bond issued upon any exchange (except in the case of any exchange of temporary Refunding Bonds for definitive Refunding Bonds). No exchange of Refunding Bonds is required to be made (a) during the period established by the Paying Agent for selection of Refunding Bonds for redemption or (b) with respect to a Refunding Bond which has been selected for redemption.

Section 2.08. Registration Books. The Paying Agent will keep or cause to be kept sufficient books for the registration and transfer of the Refunding Bonds, which will at all times be open to inspection by the District upon reasonable notice. Upon presentation for such purpose, the Paying Agent will, under such reasonable regulations as it may prescribe, register or transfer the ownership of the Refunding Bonds on the Registration Books.

Section 2.09. Book-Entry System. Except as provided below, DTC shall be the Owner of all of the Refunding Bonds, and the Refunding Bonds shall be registered in the name of Cede & Co. as nominee for DTC. The Refunding Bonds shall be initially executed and delivered in the form of a single fully registered Refunding Bond for each maturity date of the Refunding Bonds in the full aggregate principal amount of the Refunding Bonds maturing on such date. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Refunding Bonds registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the District shall be affected by any notice to the contrary. The Paying Agent and the District have no responsibility or obligation to any Depository System Participant, any person claiming a beneficial ownership interest in the Refunding Bonds under or through DTC or a Depository System Participant, or any other person which is not shown on the register of the District as being an owner, with respect to the accuracy of any records maintained by DTC or any Depository System Participant or the payment by DTC or any Depository System Participant by DTC or any Depository System Participant of any amount in respect of the principal or interest with respect to the Refunding Bonds. The District shall cause to be paid all principal and interest with respect to the Refunding Bonds only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal and interest with respect to the Refunding Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Refunding Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial owners that they be able to obtain Refunding Bonds and delivers a written certificate to DTC and the District to that effect, DTC shall notify the Depository System Participants of the availability through DTC of Refunding Bonds. In such event, the District shall issue, transfer and exchange Refunding Bonds as requested by DTC and any other owners in appropriate amounts.

DTC may determine to discontinue providing its services with respect to the Refunding Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the District shall be obligated to deliver

Refunding Bonds as described in this Resolution. Whenever DTC requests the District to do so, the District will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Refunding Bonds evidencing the Refunding Bonds to any Depository System Participant having Refunding Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Refunding Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Refunding Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and interest on such Refunding Bond and all notices with respect to such Refunding Bond shall be made and given, respectively, to DTC as provided as in the representation letter of the District. The County, the District and the Paying Agent shall have no responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Refunding Bonds, and neither the County, the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to the beneficial owners of the Refunding Bonds or to any other party, including the DTC or its successor.

ARTICLE III

SALE OF REFUNDING BONDS; APPLICATION OF PROCEEDS

Section 3.01. Sale of Refunding Bonds; Approval of Sale Documents.

(a) Negotiated Sale of Refunding Bonds. Pursuant to Sections 53555 and 53583 of the Refunding Bond Law, the Board hereby authorizes the negotiated sale of the Refunding Bonds to the Underwriter. The Refunding Bonds shall be sold pursuant to the Bond Purchase Agreement in substantially the form on file with the Clerk of the Board, with such changes therein, deletions therefrom and modifications thereto as a District Representative may approve, such approval to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement. The Underwriter's discount shall not exceed 0.25% of the par amount of the Refunding Bonds, and the Refunding Bonds shall be sold at a true interest rate of not to exceed 8.00% per annum; *provided, however*, that the Refunding Bonds shall be sold at interest rates which ensure that the debt service savings requirement set forth in Section 53552 of the Refunding Bond Law are met. The Board hereby authorizes a District Representative to execute and deliver the final form of the Bond Purchase Agreement in the name and on behalf of the District.

(b) Reasons for Negotiated Sale. In accordance with Section 53583(c) of the Refunding Bond Law, the Board has determined to authorize the sale of the Refunding Bonds at a negotiated sale for the following reasons: (i) a negotiated sale provides more flexibility to choose the time and date of the sale which is often advantageous in the municipal bond market; (ii) the involvement of the Underwriter in preparing documents, rating agency presentations and structuring bonds generally enhances the quality and results of the bond offering; (iii) a negotiated sale will permit the time schedule for the issuance and sale of the Refunding Bonds to be expedited, if necessary; (iv) a negotiated sale provides the District access to the Underwriter's trading desk for providing estimates of the cost of various bond structures (yields, discounts, premiums and maturities) for the purpose of evaluating alternative potential bond structures with the goal of producing the

best match between the District's objectives and investor acceptance and demand; and (v) a negotiated sale provides time for the Underwriter to educate potential investors about the District and the Refunding Bonds with the goal of maximizing investor orders and reducing the interest cost on the day of bond pricing.

(c) Official Statement. The Board hereby approves, and hereby deems final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, the Preliminary Official Statement describing the Refunding Bonds, in substantially the form on file with the Clerk of the Board. A District Representative is hereby authorized to execute an appropriate certificate stating the Board's determination that the Preliminary Official Statement has been deemed final within the meaning of such Rule. A District Representative is hereby authorized and directed to approve any changes in or additions to a final form of said Official Statement, and the execution thereof by a District Representative shall be conclusive evidence of the approval of any such changes and additions. The Board hereby authorizes the distribution of the Official Statement by the Underwriter. A District Representative shall execute the final Official Statement in the name and on behalf of the District.

(d) Bond Insurance. If the District is advised by the Municipal Advisor that it is in the best financial interests of the District to obtain a municipal bond insurance policy to insure the payment of debt service on the Refunding Bonds, each District Representative is authorized to apply for said insurance and to take all actions and execute all documents and certifications relating thereto.

(e) Provisions of Bond Purchase Agreement to Control. The terms and conditions of the offering and the sale of the Refunding Bonds shall be as specified in the Bond Purchase Agreement. In the event of any inconsistency or conflict between the provisions of this Resolution and the Bond Purchase Agreement, the provisions of the related Bond Purchase Agreement shall be controlling.

Section 3.02. Application of Proceeds of Sale of Refunding Bonds. The proceeds of sale of the Refunding Bonds shall be paid by the Underwriter on the Closing Date and applied in accordance with a Written Request of the District, as follows:

(a) The Underwriter shall transfer a portion of the proceeds of the Refunding Bonds to U.S. Bank Trust Company, National Association, under the agreement referred to in Section 3.04, to be applied to pay the Costs of Issuance of the Refunding Bonds.

(b) The Underwriter shall transfer the remainder of such proceeds to the Escrow Agent to be held, invested and applied to refund and discharge the Refunded Prior Bonds in accordance with the Escrow Agreement.

Section 3.03. Approval of Escrow Agreement. The Refunded Prior Bonds shall be refunded and discharged in accordance with the provisions of the Escrow Agreement. The Board hereby approves the Escrow Agreement in substantially the form on file with the Clerk of the Board, together with any changes therein or modifications thereof which are approved by a District Representative, and the execution thereof by a District Representative will be conclusive evidence of the approval of any such changes or

modifications. A District Representative is directed to authenticate and execute the final form of the Escrow Agreement on behalf of the District.

Section 3.04. Costs of Issuance Custodian Agreement. The Board hereby authorizes a District Representative to enter into a Costs of Issuance Custodian Agreement with U.S. Bank Trust Company, National Association relating to the Refunding Bonds, which is in form and substance acceptable to a District Representative. As provided in said agreement, amounts held thereunder shall be requisitioned by a District Representative for payment of Costs of Issuance in accordance with said agreement. Any amounts held not required for payment of Costs of Issuance shall be transferred to the County Treasurer and deposited into the Debt Service Fund, to be applied to pay interest next coming due and payable on the Refunding Bonds.

Section 3.05. Professional Services; Estimated Financing Costs. The firm of Jones Hall, A Professional Law Corporation, has previously been engaged to act as the District's bond counsel and disclosure counsel, and the firm of Keygent LLC has previously been engaged to act as the Municipal Advisor to the District. The estimated Costs of Issuance of the Refunding Bonds are set forth in Appendix B.

Section 3.06. Actions to Close Bond Issuance. Each District Representative and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Refunding Bonds. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on their behalf if such officer is absent or unavailable.

ARTICLE IV

SECURITY FOR THE REFUNDING BONDS; PAYMENT OF DEBT SERVICE

Section 4.01. Security for the Refunding Bonds. The Refunding Bonds are general obligations of the District, and the Board has the power to request the County to levy *ad valorem* taxes upon all property within the District subject to taxation without limitation of rate or amount, for the payment of the Refunding Bonds and the interest and redemption premium (if any) thereon, in accordance with and subject to Sections 15250 and Section 15252 of the Education Code. The District hereby requests the County to levy on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the Refunding Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Refunding Bonds when due, including the principal of any Term Bonds upon the mandatory sinking fund redemption thereof under Section 2.03(b), which moneys when collected will be paid to the County Treasurer and deposited in the Debt Service Fund.

The principal of and interest on Refunding Bonds do not constitute a debt (or a pledge of the full faith and credit) of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof.

Neither the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof are liable on the Refunding Bonds. In no event are the principal of and interest on Refunding Bonds payable out of any funds or properties of the District other than *ad valorem* taxes levied on taxable property in the District. The Refunding Bonds, including the interest thereon, are payable solely from taxes levied under Sections 15250 and 15252 of the Education Code.

The District acknowledges that pursuant to Government Code Section 53515 and Section 15251 of the Education Code, the Refunding Bonds are secured by a statutory lien on all revenues received pursuant to the levy and collection of the *ad valorem* tax. Such lien shall attach automatically without further action or authorization by the District and shall be valid and binding from and after the time the Refunding Bonds are issued.

As required by Education Code Section 15140(c), the District shall transmit a copy of this Resolution, together with the debt service schedule for the Refunding Bonds, to the office of the County Treasurer in sufficient time to permit the County to maintain the tax rates for the Refunding Bonds.

Section 4.02. Pledge of Taxes. The District hereby pledges all revenues from the *ad valorem* property taxes collected from the levy by the Board of Supervisors of the County for the payment of the Refunding Bonds, and all amounts on deposit in the Debt Service Fund, to the payment of the principal of and interest on the Refunding Bonds. This pledge shall be valid and binding from the date hereof for the benefit of the owners of the Refunding Bonds and successors thereto. The property taxes and amounts held in the Debt Service Fund shall be immediately subject to this pledge, and the pledge shall constitute a lien and security interest which shall immediately attach to the property taxes and amounts held in the interest and sinking fund to secure the payment of the Refunding Bonds and shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing, or further act. This pledge constitutes an agreement between the District and owners of the Refunding Bonds to provide security for the Refunding Bonds in addition to any statutory lien that may exist.

Section 4.03. Establishment of Debt Service Fund. The District hereby requests the County Treasurer to establish, hold and maintain a fund to be known as the "Fresno Unified School District 2025 Refunding General Obligation Bonds Debt Service Fund", which the County Treasurer shall hold and maintain as a separate account, distinct from all other funds of the County and the District. All taxes levied by the County, at the request of the District, for the payment of the principal of and interest and premium (if any) on the Refunding Bonds shall be deposited in the Debt Service Fund by the County promptly upon apportionment of said levy. In the event that the Refunding Bonds are issued in more than one series, the District hereby requests the County Treasurer to establish a related debt service fund, to be designated as stated herein with an appropriate reference to the series designation.

The Debt Service Fund is hereby pledged for the payment of the principal of and interest on the Refunding Bonds when and as the same become due, including the principal of any Term Bonds required to be paid upon the mandatory sinking fund redemption thereof. Amounts in the Debt Service Fund shall be transferred by the County to the Paying Agent to the extent required to pay the principal of and interest and redemption premium (if any) on the Refunding Bonds when due. As provided in Section

15232 of the Education Code, amounts in the Debt Service Fund shall also be applied to pay the expense of paying the Refunding Bonds elsewhere than at the office of the County Treasurer, and all such amounts shall be collected as additional *ad valorem* property taxes levied in accordance herewith.

Section 4.04. Disbursements From Debt Service Fund. The County shall administer the Debt Service Fund and make disbursements therefrom in the manner set forth in this Section. The County shall transfer amounts on deposit in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Refunding Bonds when due and payable, to the Paying Agent which, in turn, shall pay such moneys to DTC. DTC will thereupon make payments of the principal of and interest on the Refunding Bonds to the DTC Participants who will thereupon make payments to the beneficial owners of the Refunding Bonds. As provided in Section 15323 of the Education Code, amounts in the Debt Service Fund for the Refunding Bonds shall also be applied to pay the expense of paying the Refunding Bonds elsewhere than at the office of the County Treasurer. To that end, the District hereby authorizes the County Treasurer to apply amounts in the Debt Service Fund to the payment of the fees and expenses of the Paying Agent designated in Section 6.01, including to reimburse the County Treasurer for payments so processed by it.

Any moneys remaining in the Debt Service Fund after the Refunding Bonds and the interest thereon have been paid, shall be transferred to any other interest and sinking fund for general obligation bond indebtedness of the District, and in the event there is no such debt outstanding, shall be transferred to the District's general fund upon the order of the County, as provided in Section 15234 of the Education Code.

Section 4.05. Investments. All moneys held in any of the funds or accounts established with the County hereunder (if any) may be invested in Authorized Investments in accordance with the investment policies of the County, as such policies exist at the time of investment. Obligations purchased as an investment of moneys in any fund or account will be deemed to be part of such fund or account. The County has no responsibility in the reporting, reconciling and monitoring of the investment of the proceeds of the Refunding Bonds.

ARTICLE V

OTHER COVENANTS OF THE DISTRICT

Section 5.01. Punctual Payment. The Board hereby requests the County to levy *ad valorem* property taxes, as provided in Sections 15250 and 15252 of the Education Code, so as to enable the District to punctually pay, or cause to be paid, the principal of and interest on the Refunding Bonds, in conformity with the terms of the Refunding Bonds and of this Resolution. Nothing herein contained prevents the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

Section 5.02. Books and Accounts; Financial Statements. The District will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the District in which complete and correct entries are made of all transactions relating to the expenditure of the proceeds of the Refunding Bonds. Such

books of record and accounts shall at all times during business hours be subject to the inspection of the Paying Agent and the Owners of not less than 10% in aggregate principal amount of the Refunding Bonds then Outstanding, or their representatives authorized in writing.

Section 5.03. Protection of Security and Rights of Refunding Bond Owners. The District will preserve and protect the security of the Refunding Bonds and the rights of the Refunding Bond Owners, and will warrant and defend their rights against all claims and demands of all persons. Following the issuance of the Refunding Bonds by the District, the Refunding Bonds shall be incontestable by the District.

Section 5.04. Tax Covenants. The Refunding Bonds, and any series thereof, are hereby authorized to be issued as obligations the interest on which is federally tax-exempt, or as obligation the interest on which is federally taxable. The following provisions of this Section shall apply to any series of Refunding Bonds which is issued on a federally tax-exempt basis.

(a) Private Activity Bond Limitation. The District shall assure that the proceeds of the Refunding Bonds are not so used as to cause the Refunding Bonds to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(b) Federal Guarantee Prohibition. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Refunding Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.

(c) No Arbitrage. The District shall not take, or permit or suffer to be taken by the Paying Agent or the County or otherwise, any action with respect to the proceeds of the Refunding Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Refunding Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Tax Code.

(d) Maintenance of Tax-Exemption. The District shall take all actions necessary to assure the exclusion of interest on the Refunding Bonds from the gross income of the Owners of the Refunding Bonds to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date.

(e) Rebate of Excess Investment Earnings to United States. The District shall calculate or cause to be calculated excess investment earnings with respect to the Refunding Bonds which are required to be rebated to the United States of America under Section 148(f) of the Tax Code, and shall pay the full amount of such excess investment earnings to the United States of America in such amounts, at such times and in such manner as may be required under the Tax Code, if and to the extent such Section 148(f) is applicable to the Refunding Bonds. Such payments shall be made by the District from any source of legally available funds of the District. The District shall keep or cause to be kept, and retain or cause to be retained for a period of six years following the retirement of the Refunding Bonds, records of the determinations made under this subsection. In order to provide for the administration of this subsection, the District may provide for the

employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the District may deem appropriate.

Neither the County nor the Paying Agent has any duty to monitor the compliance by the District with any of the covenants contained in this Section.

Section 5.05. CDIAC Annual Reporting. The District hereby covenants and agrees that it will comply with the provisions of California Government Code Section 8855(k) with respect to annual reporting to the California Debt and Investment Advisory Commission. Said reporting will occur at the times and include the types of information as set forth therein. Notwithstanding any other provision of this Resolution to the contrary, failure of the District to comply with said reporting shall not constitute a default by the District hereunder or under the Refunding Bonds.

Section 5.06. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, which a District Representative is hereby authorized and directed to execute and deliver on the Closing Date. Notwithstanding any other provision of this Resolution, the failure of the District to comply with the Continuing Disclosure Certificate does not constitute a default by the District hereunder or under the Refunding Bonds; however, any Participating Underwriter (as that term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Refunding Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

Section 5.07. Further Assurances. The District shall adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the Refunding Bonds of the rights and benefits provided in this Resolution.

ARTICLE VI

THE PAYING AGENT

Section 6.01. Appointment of Paying Agent. U.S. Bank Trust Company, National Association, is hereby appointed to act as Paying Agent for the Refunding Bonds and, in such capacity, shall also act as registration agent and authentication agent for the Refunding Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Refunding Bonds, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Board hereby approves the execution and delivery of a Paying Agent Agreement between the District and the Paying Agent. A District Representative is hereby authorized and directed to execute the final form of Paying Agent Agreement on behalf of the District. In the event of any inconsistency or conflict between the provisions of this Resolution and the provisions of such Paying Agent Agreement, the provisions of such Paying Agent Agreement shall be controlling.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business and having an office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least $100,000,000, and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, under law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Paying Agent may at any time resign by giving written notice to the District and the Refunding Bond Owners of such resignation. Upon receiving notice of such resignation, the District shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent will become effective upon acceptance of appointment by the successor Paying Agent.

Section 6.02. Paying Agent May Hold Bonds. The Paying Agent may become the owner of any of the Refunding Bonds in its own or any other capacity with the same rights it would have if it were not the Paying Agent.

Section 6.03. Liability of Paying Agent. The recitals of facts, covenants and agreements in this Resolution and in the Refunding Bonds constitute statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the Refunding Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent is not liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution.

The Paying Agent is not liable for any error of judgment made in good faith by a responsible officer in the absence of the negligence of the Paying Agent.

No provision of this Resolution requires the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent is not responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

Section 6.04. Merger or Consolidation. Any bank or company into which the Paying Agent may be merged or converted or with which it may be consolidated or any bank or company resulting from any merger, conversion or consolidation to which it shall be a party or any bank or company to which the Paying Agent may sell or transfer all or substantially all of its paying agent business, provided such bank or company shall be eligible under Section 6.01, shall be the successor to the Paying Agent without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

Section 6.05. Notice to Paying Agent. The Paying Agent may rely and is protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel, who may be counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution the Paying Agent deems it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof is specifically prescribed in this Resolution) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 6.06. Compensation; Indemnification. The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Resolution. The District further agrees to indemnify the Paying Agent against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

Section 6.07. *Force Majeure*. In no event shall the Paying Agent be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, pandemics, epidemics, recognized public emergencies, quarantine restrictions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Paying Agent shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

Section 6.08. U.S.A. Patriot Act. The District acknowledges that in accordance with Section 326 of the U.S.A. Patriot Act, the Paying Agent, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to

obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Paying Agent. The District shall provide the Paying Agent with such information as it may request in order for the Paying Agent to satisfy the requirements of the U.S.A. Patriot Act.

ARTICLE VII

REMEDIES OF REFUNDING BOND OWNERS

Section 7.01. Remedies of Refunding Bond Owners. Any Refunding Bond Owner has the right, for the equal benefit and protection of all Refunding Bond Owners similarly situated:

(a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Refunding Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;

(b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Refunding Bond Owners' rights; or

(c) upon the happening and continuation of any default by the District hereunder or under the Refunding Bonds, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

Section 7.02. Remedies Not Exclusive. No remedy herein conferred upon the Owners of the Refunding Bonds is exclusive of any other remedy. Each and every remedy is cumulative and may be exercised in addition to every other remedy given hereunder or thereafter conferred on the Refunding Bond Owners.

Section 7.02. Non-Waiver. Nothing in this Article or in any other provision of this Resolution or in the Refunding Bonds, affects or impairs the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the Refunding Bonds to the respective Owners of the Refunding Bonds at the respective dates of maturity, as herein provided, or affects or impairs the right of action against the District, which is also absolute and unconditional, of such Owners to institute suit against the District to enforce such payment by virtue of the contract embodied in the Refunding Bonds.

A waiver of any default by any Refunding Bond Owner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner of any of the Refunding Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Refunding Bond Owners by this Article may be enforced and exercised

from time to time and as often as shall be deemed expedient by the Owners of the Refunding Bonds.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Refunding Bond Owners, the District and the Refunding Bond Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

ARTICLE VIII

AMENDMENT OF THIS RESOLUTION

Section 8.01. Amendments Effective Without Consent of the Owners. The Board may amend this Resolution from time to time, without the consent of any of the Owners of the Refunding Bonds, for any one or more of the following purposes:

(a) to add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(b) to confirm, as further assurance, any pledge under, and to subject to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution; or

(c) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution, in a manner which does not materially adversely affect the interests of the Refunding Bond Owners in the opinion of Bond Counsel filed with the District.

Section 8.02. Amendments Effective With Consent of the Owners. The Board may amend this Resolution from time to time for any purpose not set forth in Section 8.01, with the written consent of the Owners of a majority in aggregate principal amount of the Refunding Bonds which are Outstanding at the time such consent is given.

Any of the following amendments of this Resolution may be made only with the prior written consent of the Owners of all Outstanding Refunding Bonds: (a) a change in the terms of maturity of the principal of any Outstanding Refunding Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, (b) a reduction of the percentage of Refunding Bonds the consent of the Owners of which is required to effect any such modification or amendment, (c) a change in the provisions of Section 7.01 relating to Events of Default, or (d) a reduction in the amount of moneys pledged for the repayment of the Refunding Bonds. No amendment may be made to the rights or obligations of any Paying Agent without its written consent.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Benefits of Resolution Limited to Parties. Nothing in this Resolution, expressed or implied, gives any person other than the District, the County, the Paying Agent and the Owners of the Refunding Bonds, any right, remedy, claim under or by reason of this Resolution. The covenants, stipulations, promises or agreements in this Resolution are for the sole and exclusive benefit of the Owners of the Refunding Bonds.

Section 9.02. Defeasance of Refunding Bonds.

(a) Discharge of Resolution. The Refunding Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:

(i) by paying or causing to be paid the principal or redemption price of and interest on such Refunding Bonds, as and when the same become due and payable;

(ii) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay such Refunding Bonds; or

(iii) by delivering such Refunding Bonds to the Paying Agent for cancellation by it.

If the District pays all Outstanding Refunding Bonds and also pays or causes to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Resolution), and notwithstanding that any Refunding Bonds have not been surrendered for payment, this Resolution and other assets made under this Resolution and all covenants, agreements and other obligations of the District under this Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In that event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it under this Resolution which are not required for the payment or redemption of Refunding Bonds not theretofore surrendered for such payment or redemption.

(b) Discharge of Liability on Refunding Bonds. Upon the deposit, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem any Outstanding Refunding Bond (whether upon or prior to its maturity or the redemption date of such Refunding Bond), provided that, if such Refunding Bond is to be redeemed prior to maturity, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, then all liability of the District in respect of such Refunding Bond

shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such Refunding Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited with the Paying Agent as aforesaid for such payment, provided further, however, that the provisions of Section 9.02(d) shall apply in all events.

The District may at any time surrender to the Paying Agent for cancellation by it any Refunding Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such Refunding Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) Deposit of Money or Securities with Paying Agent. Whenever in this Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent money or securities in the necessary amount to pay any Refunding Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established under this Resolution and shall be:

(i) lawful money of the United States of America in an amount equal to the principal amount of such Refunding Bonds and all unpaid interest thereon to maturity, except that, in the case of Refunding Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such Refunding Bonds and all unpaid interest thereon to the redemption date; or

(ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Refunding Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Refunding Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice.

(d) Payment of Refunding Bonds After Discharge of Resolution. Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent for the payment of the principal or redemption price of, or interest on, any Refunding Bonds and remaining unclaimed for two years after the principal of all of the Refunding Bonds has become due and payable (whether at maturity or upon call for redemption or by acceleration as provided in this Resolution), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Refunding Bonds became due and payable, shall, upon request of the District, be repaid to the District and all liability of the Paying Agent with respect to such moneys shall thereupon cease; *provided, however*, that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) give to the Owners

of all Refunding Bonds which have not been paid at the addresses shown on the Registration Books a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Refunding Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof.

Section 9.03. Execution of Documents and Proof of Ownership by Refunding Bond Owners. Any request, declaration or other instrument which this Resolution may require or permit to be executed by the Refunding Bond Owners may be in one or more instruments of similar tenor, and shall be executed by the Refunding Bond Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Refunding Bond Owner or their attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same shall be proved by the Registration Books.

Any request, declaration or other instrument or writing of the Owner of any Refunding Bond shall bind all future Owners of such Refunding Bond in respect of anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

Section 9.04. Waiver of Personal Liability. No Board member, officer, agent or employee of the District shall be individually or personally liable for the payment of the principal of or interest on the Refunding Bonds; but nothing herein contained shall relieve any such Board member, officer, agent or employee from the performance of any official duly provided by law.

Section 9.05. Non-Liability of County; Indemnification. Notwithstanding anything stated to the contrary in this Resolution, the Refunding Bonds are not a debt of the County, including its Board of Supervisors, officers, officials, agents and employees, and the County, including its Board of Supervisors, officers, officials, agents and employees, has no obligation to repay the Refunding Bonds. Neither the County, nor its Board of Supervisors, nor any officer, official, agent or employee of the County, shall have any obligation or liability hereunder or in connection with the transactions contemplated hereby other than as specified in the Education Code. The Refunding Bonds, including the interest thereon, are payable solely from taxes levied under Sections 15250 and 15252 of the Education Code. The County has no responsibility and assume no liability whatsoever arising from the expenditure of the proceeds of the Refunding Bonds by the District.

The County (including its officers, agents and employees) shall undertake only those duties of the County under this Resolution which are specifically set forth in this

Resolution, and even during the continuance of an event of default with respect to the Refunding Bonds, no implied covenants or obligations shall be read into this Resolution against the County (including its officers, agents and employees).

The District further agrees to indemnify, defend and save the County (including its officers, agents and employees) harmless against any and all liabilities, costs, expenses, damages and claims which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

Section 9.06. Destruction of Canceled Bonds. Whenever in this Resolution provision is made for the surrender to the District of any Refunding Bonds which have been paid or canceled under the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of such canceled Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Refunding Bonds therein referred to.

Section 9.07. Partial Invalidity. If any section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Refunding Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the chief financial officer of the District in trust for the benefit of the Refunding Bond Owners.

Section 9.08. Effective Date of Resolution. This Resolution shall take effect from and after the date of its passage and adoption.

* * * * * * * *

The foregoing Resolution was adopted at a meeting of the Board of Education of the Fresno Unified School District this 26th day of March 2025, by the following vote:

AYES: 7

NOES: 0

ABSTAIN: 0

ABSENT: 0

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

President of the Board of Education
Fresno Unified School District

I, Genoveva Islas, Clerk of the Board of Education of the Fresno Unified School District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Education of the Fresno Unified School District Governing Board at a regular meeting thereof held on the 26th day of March, 2025, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Fresno Unified School District Governing Board this 26th day of March, 2025.

Clerk of the Board of Education
Fresno Unified School District

APPENDIX A

FORM OF REFUNDING BOND

REGISTERED BOND NO. _____ $_____

FRESNO UNIFIED SCHOOL DISTRICT

(Fresno County, California)

2025 REFUNDING GENERAL OBLIGATION BOND, SERIES ___

INTEREST RATE: MATURITY DATE: DATED DATE: CUSIP

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The FRESNO UNIFIED SCHOOL DISTRICT (the "District"), located in Fresno County, California (the "County"), for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon, calculated on a 30/360 day basis, until the Principal Amount is paid or provided for, at the Interest Rate stated above, such interest to be paid on February 1 and August 1 of each year, commencing _____ 1, 20__ (each, an "Interest Payment Date"). This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15th day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated on or before _____ 15, 20__, in which event it will bear interest from the Dated Date set forth above.

The principal hereof and interest hereon are payable in lawful money of the United States of America to the person in whose name this Bond is registered (the "Registered Owner") on the Bond registration books maintained by the Paying Agent, initially U.S. Bank Trust Company, National Association. The principal hereof is payable upon presentation and surrender of this Bond at the office of the Paying Agent. Interest hereon is payable on each Interest Payment Date to the Registered Owner at the address appearing on the Bond registration books at the close of business on the 15th day of the calendar month next preceding such Interest Payment Date (the "Record Date"); *provided, however*, that at the written request of the registered owner of Bonds in an aggregate principal amount of at least $1,000,000, which written request is on file with the Paying Agent prior to any Record Date, interest on such Bonds shall be paid on each succeeding Interest Payment Date by wire transfer in immediately available funds to such account of

a financial institution within the United States of America as specified in such written request.

This Bond is one of a series of $_____ of Bonds issued for the purpose of raising money to refinance outstanding general obligation indebtedness of the District. The Bonds are authorized to be issued under the applicable laws of the State of California and under a resolution of the Board of Education of the District adopted on March 26, 2025 (the "Bond Resolution"). This Bond and the issue of which this Bond is a part are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

The principal of and interest on this Bond do not constitute a debt (or a pledge of the full faith and credit) of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents and employees thereof, and neither the County, the State of California, any of its political subdivisions, nor any of the officers, agents and employees thereof shall be liable hereon. In no event shall the principal of and interest on this Bond be payable out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District.

The Bonds of this issue are issuable only as fully registered Bonds in the denominations of $5,000 or any integral multiple thereof. This Bond is exchangeable and transferable for Bonds of other authorized denominations at the office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. Any tax or governmental charges shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

[*if applicable*:] The Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their respective stated maturities. The Bonds maturing on or after August 1, 20__ are subject to redemption prior to maturity as a whole, or in part among maturities on such basis as designated by the District and by lot within a maturity, at the option of the District, from any available source of funds, on August 1, 20__, and on any date thereafter, at a redemption price equal to 100% of the principal amount of Bonds to be redeemed together with accrued interest thereon to the date fixed for redemption, without premium.

[*if applicable*:] The Bonds maturing on _____, 20__ (the "Term Bonds") are also subject to mandatory sinking fund redemption on _____ in the years, and in the amounts, as set forth in the following table, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption.

Sinking Fund Redemption Date (_____)	Principal Amount To Be Redeemed

The Paying Agent shall give notice of the redemption of the Bonds at the expense of the District. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there becomes due and payable upon each Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to said date, the redemption premium, if any, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

Notice of redemption shall be given to the registered owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least 20 days, but not more than 60 days, prior to the redemption date; provided that neither failure to receive such notice nor any defect in any notice shall affect the sufficiency of the proceedings for the redemption of such Bonds.

Neither the District nor the Paying Agent will be required to transfer any Bond (a) during the period established by the Paying Agent for selection of Bonds for redemption or (b) with respect to a Bond which has been selected for redemption.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The owner of this Bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified, recited and declared that all acts and conditions required by the Constitution and laws of the State of California to exist, to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

This Bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been manually signed by the Paying Agent.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Fiscal Agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest in this Bond.

IN WITNESS WHEREOF, the Fresno Unified School District has caused this Bond to be executed by the facsimile signature of the President of its Board of Education, and attested by the facsimile signature of the Secretary of its Board of Education, all as of the date stated above.

FRESNO UNIFIED SCHOOL DISTRICT

[Exhibit only; not for execution]
President
Board of Education

Attest:

[Exhibit only; not for execution]
Clerk / Secretary
Board of Education

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the Bond Resolution referred to in this Bond.

Date of Authentication:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, *as Paying Agent*

By _____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

_____

_____

_____

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint _____ _____ attorney, to transfer the same on the registration books of the Bond Registrar, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____

Note: Signature(s) must be guaranteed by an eligible guarantor institution.

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

APPENDIX B

REQUIRED DISCLOSURES PURSUANT TO GOVERNMENT CODE SECTION 5852.1

1. True Interest Cost of the Refunding Bonds: 5.5%.

2. Finance charge of the Refunding Bonds, being the sum of all fees and charges paid to third parties (including Underwriter's compensation): $178,000.

3. Proceeds of the Refunding Bonds expected to be received by the District, net of proceeds for Costs of Issuance in (2) above to paid, capitalized interest and reserves (if any) from the principal amount of the Refunding Bonds: $9,200,000.

4. Total Payment Amount for the Refunding Bonds, being the sum of all debt service to be paid on the Refunding Bonds to final maturity: $9,500,000.

**All amounts and percentages are estimates, and are made in good faith by the District based on information available as of the date of adoption of this Resolution. Estimates include certain assumptions regarding principal amount of the Refunding Bonds to be issued and the interest rates available in the bond market at the time of pricing the Refunding Bonds.*

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: March 26, 2025

ACTION REQUESTED: CONDUCT and APPROVE

TITLE AND SUBJECT: Conduct and Approve the Board Quarterly Self-Evaluation

ITEM DESCRIPTION: The Board will participate in a discussion facilitated by Sue Deigaard from the Council of the Great City Schools.

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

PREPARED BY: Ambra O'Connor

DIVISION: Superintendent's Office

CABINET APPROVAL PHONE: (559) 457-3838

CABINET APPROVAL: Chief of Staff, Ambra O'Connor 

BOARD QUARTERLY SELF-EVALUATION						
Current Date	March 26, 2025			**Votes For/Against**		
	Baseline	**October – December 2024**	**January – March 2025**	**April – June 2025**	**July – September 2025**	**Total Possible**
Vision & Goals	0	10	Target 25			**35**
Values & Guardrails	0	5	Target 10			**15**
Monitoring & Accountability	0	0	Target 0			**30**
Communication & Collaboration	0	0	Target 1			**10**
Unity & Trust	0	0	Target 1			**5**
Continuous Improvement	0	0	Target 1			**5**
Total	**0**	**15**				**100**

Directions: http://tinyurl.com/SOFG-manual

1. You will enter five sets of evaluation results: three previous quarters, most recently completed quarter, and the next quarter estimate.
2. **Enter** the self-evaluation results for the previous three completed quarterly self-evaluations. (For example, if it is currently January then enter the self-evaluation results for Jan-Mar, Apr-Jun and Jul-Sep.)
3. **Conduct** the quarterly self-evaluation for the most recently completed quarter and vote to adopt the results. (Continuing the example, conduct the quarterly self-evaluation for Oct-Dec.)
4. **Compare** the quarterly self-evaluation results with the estimated self-evaluation results from the previously completed self-evaluation (Continuing the example, compare the self-evaluation results for Oct-Dec with the estimated Oct-Dec self-evaluation results that were entered during the Jul-Sep self-evaluation.)
5. **Enter** the self-evaluation results. (Continuing the example, enter the self-evaluation results for Oct-Dec.)
6. **Estimate** the self-evaluation results the Board can achieve during the next quarter. (Continuing the example, estimate the self-evaluation results for Jan-Mar)
7. **Enter** the estimate self-evaluation results for the next quarter. (Continuing the example, enter the estimate self-evaluation result for Jan-Mar.)
8. **Update** the Board Continuous Improvement Evaluation to ensure meaningful progress toward focusing on improving student outcomes.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: March 26, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Personnel List

ITEM DESCRIPTION: Included in the Board material 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, Assistant Superintendent

DIVISION: Human Resources/Labor Relations

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: 3/26/2025

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 2024-2025.

ELECTIONS

Certificated Personnel

1080505	Barcenas	Jessica	Teacher, Lrng Hndcp, Sdc	Balderas Elementary	2/19/2025
1086461	Downward	Kaitlin	Teacher, Handicapped, Severely	Hoover High	2/19/2025
1065392	Gooch	Thaddeus	Teacher, Handicapped, Severely	Ahwahnee Middle	2/12/2025
1071630	Handy	Harold	Specialist, Resource, Sp Ed	Wawona Middle School	2/19/2025
1084096	Kelsey-franco	Kiza	Teacher, Adaptive, PE	Rata	2/3/2025
1061279	Lopez	Ralph	Teacher, Autistic, Sdc	Lowell Elementary	2/19/2025
1075925	Martinez Jr	Julia	Teacher, Autistic, Sdc	Viking Elementary	2/19/2025
1079428	Yoder	Grace	Teacher, Elementary	King Elementary	7/1/2023

Classified Personnel

1087378	Abejo	Ela	Paraprof, After Schl/Ext Day	Turner Elementary School	2/19/2025
1088071	Almaraz Camarena	Eduardo	Specialist, Irrigation	Maintenance And Operations	2/19/2025
1086923	Alvarez	Ajay	Paraprof, Extensive Support Needs	Rata School	3/17/2025
1083341	Armendariz	Jacquilyn	Paraeducator, Community Based	Ginsburg Elementary	3/17/2025
1084756	Borunda	Harold	Paraprof, After Schl/Ext Day	Gibson Elementary	3/17/2025
1084392	Cabellos	Beatriz	Assistant, Attendance Records	Farber Educational Campus	2/19/2025
1086207	Cabrera	Martha	Paraprof, Instructional Asst	Birney Elementary	3/17/2025
1083762	Cano	Robert	Custodian	Bullard High School	2/19/2025
1085596	Caraballo De Jesus	Yessica	Nutrition Services Assistant	Food Services	2/19/2025
1076979	Coleman	Javance	Assistant, Campus Safety	Forkner Elementary	3/17/2025
1085612	Crowder	Alexandria	Paraprof, Extensive Support Needs	Vinland Elementary School	3/17/2025
1046726	Cruz	Alicia	Assistant, Office III	Prevention And Intervention	2/18/2025
1086160	Cruz	Cherie	Nutrition Services Assistant	Wilson Elementary	2/19/2025
1075732	Gamez	Gracie	Lead, After Schl/Ext Day	Balderas Elementary	1/27/2025
1069057	Gonzalez	Alexis	Paraprof, Early Chldhd Mil/Mod Support Needs	Holland Elementary	3/17/2025
1088046	Gutierrez	Joevany	Assistant, Attendance Records	Edison High	2/19/2025
1064451	Henderson	Monica	Liaison, Home/School Spanish	Kratt Elementary	3/17/2025
1084980	Herrera	Richard	Custodian	Hamilton K-8	1/31/2025
1088115	Hoffmaster	Emma	Paraprof, Early Chldhd Mil/Mod Support Needs	Balderas Elementary	3/17/2025
1081522	Hopkins	Jeniah	Paraprof, After Schl/Ext Day	Turner Elementary School	3/17/2025
1088131	Hurd	James	Specialist, Electronics Serv	Maintenance And Operations	3/17/2025
1082024	Jimenez	Veronica	Paraprof, Instructional Asst	Olmos Elementary	3/17/2025
1085824	Kaur	Varender	Nutrition Services Assistant	Food Services	3/17/2025
1084051	Lee	Long	Custodian	Wishon Elementary	2/19/2025

1081851	Lee	Nhu	Paraprof, Mild/Moderate Support Needs	Greenberg Elementary	3/17/2025
1078735	Lor	Mai	Technician, Libr Media-Elem	Vang Pao Elementary	2/19/2025
1079935	Lor	Xiong	Custodian	Tehipite Middle	2/19/2025
1088048	Luciano	Elvia	Nutrition Services Assistant	Farber Educational Campus	2/19/2025
1085351	Marquez	Sandy	Paraprof, Extensive Support Needs	Addams Elementary	2/11/2025
1036395	Martinez	Salvador	Assistant, Campus Safety	Ericson Elementary	2/19/2025
1079491	Moua	Emily	Lead, After Schl/Ext Day	Baird	2/19/2025
1080010	Munoz Velez	Marisol	Paraprof, After Schl/Ext Day	Terronez Middle School	3/17/2025
1088129	Phongsavanh	Lailah	Paraprof, After Schl/Ext Day	Pyle Elementary	3/17/2025
1088116	Robles	America	Paraprof, Instructional Asst	Aynesworth Elementary	3/17/2025
1088138	Valenzuela	Alexis	Lead, After Schl/Ext Day	Roosevelt High School	3/17/2025
1085411	Vargas	Aliyah	Registrar, Assistant	Secondary/Adult Education	3/17/2025
1088118	Xiong	Katie	Assistant, Resrce Cnslg	Patino Entrepreneurship High	3/17/2025
1080121	Yang	Choua	Paraprof, Extensive Support Needs	Mayfair Elementary	2/19/2025
1088152	Yang	Ka	Paraprof, Resource Lab	Adult Ed 5% Tech	3/17/2025
1088119	Zavala	Vivian	Paraprof, After Schl/Ext Day	Robinson Elementary	3/17/2025

DISSMISSALS

Classified Personnel

1080055	Sumumoto	Kai	Assistant, Noontime	Turner Elementary School	2/12/2025

RESIGNATIONS OR RETIREMENTS

Certificated Personnel

1086356	Akins	Truth	Teacher, Senior High	Roosevelt High School	1/30/2025
1081050	Alsayed	Noor	Teacher, Elementary	Norseman Elementary	6/16/2025
1038653	Archie	Tezale	Teacher, Lrng Hndcp, Sdc	Hoover High	6/20/2025
1034370	Atkins	Sandra	Teacher, Senior High	Design Science High School	7/1/2025
1061926	Butler-Rice	Tamra	Teacher, Elementary	Balderas Elementary	6/20/2025
1071056	Del Real	Carolina	Teacher, Elementary	Muir Elementary	6/24/2025
1086461	Downward	Kaitlin	Paraprof, Extensive Support Needs	Muir Elementary	2/18/2025
1019726	Elegbede-Abode	Idia	Teacher, Elementary	Aynesworth Elementary	7/3/2025
1080493	Geston	Melissa	Teacher, Senior High	Mclane High School	6/12/2025
1079299	Jeronimo	Isabel	Teacher, Senior High	McLane High	6/12/2025
1011920	Keith	Lisa	Specialist, Resource, Sp Ed	Duncan Polytechnical	6/12/2025
1075761	Lohse	Brian	Teacher, Lrng Hndcp, Sdc	Wawona Middle	7/3/2025
1075925	Martinez Jr	Julia	Paraprof, Early Chldhd Mil/Mod Support Needs	Kratt Elementary	2/18/2025
1003978	Nersesian	Sharon	Teacher, Elementary	Lawless Middle School 7-8	6/12/2025
1077452	Patch	Jessica	Teacher, Elementary	Ayer Elementary	2/24/2025
1023943	Romero	Jaime	Teacher, Bilingual	Rowell Elementary	6/20/2025
1081673	Rubio	Myra	Teacher, Deaf/Hard of Hear.SDC	Norseman Elementary	6/16/2025
1079411	Sirisukarn	Kalvin	Teacher, Middle School	Yosemite Middle School	6/17/2025
1051490	Thor	Seng	Teacher, Elementary	Ewing Elementary	6/20/2025
1032221	Ullner	Arthur	Teacher, Handicapped, Severely	Gibson Elementary	6/13/2025
1080466	Van Loon	Kyle	Teacher, High School, eLearn Academy	eLearn Academy	6/12/2025
1078120	Vasquez	Kristin	Teacher, Lrng Hndcp, Sdc	Kratt Elementary	7/18/2025
1006078	Williams	Latrenda	Teacher, Elementary	Kirk Elementary	6/17/2025

Classified Personnel

1083201	Alvarez	Rudy	Assistant, Noontime	Herrera Elementary	2/14/2025
1022498	Archuleta	Mercy	Nutrition Services Assistant	Food Services	2/11/2025
1081909	Barraza	Johana	Assistant, Noontime	Vang Pao Elementary	2/20/2025
1041384	Calles	Sara	Assistant, Noontime	Lowell Elementary	6/12/2025
1072654	Canales	Angelica	Paraprof, Instructional Asst	Slater Elementary	2/21/2025
1045715	Cha	Pang	Lead, After Schl/Ext Day	Viking Elementary	2/21/2025
1086434	Gass	Kaltun	Paraprof, After Schl/Ext Day	Vinland Elementary School	2/13/2025
1028524	Gibney	Trin	Nutrition Services Assistant	Nutrition Services	1/31/2025
1087047	Gutierrez	Cheyanne	Paraprof, Mild/Moderate Support Needs	Rowell Elementary	2/14/2025
1078427	Hernandez	Rosa	Assistant, Health	Wawona Middle School	3/7/2025
1085246	Mayfield	Cienna	Technician, Budget I	Health Services	3/7/2025
1086852	Nuno Vallejo	Santiago	Paraprof, After Schl/Ext Day	Storey Elementary	2/21/2025
1079643	Perez	Adriana	Paraprof, Mild/Moderate Support Needs	Turner Elementary	2/12/2025
1086625	Rij	Ethan	Paraprof, After Schl/Ext Day	Sequoia Middle	2/21/2025
1069757	Rivera	Barbara	Assistant, Noontime	Ericson Elementary	2/28/2025
1070067	Rodriguez	Jessica	Paraprof, Instructional Asst	Robinson Elementary	3/16/2025
1087034	Spencer	Meredith	Paraprof, Extensive Support Needs	Powers Elementary	2/7/2025
1086799	Valenzuela	Trinity	Paraprof, Extensive Support Needs	McLane High	2/7/2025
1074076	Valeriote	Stacie	Driver, Bus	Transportation	2/25/2025
1079460	Virrey	Josceline	Supervisor, School Food Serv	Packaging Center	3/5/2025
1005682	Washington	Sandra	Paraprof, Alternative Educ	Phoenix Acad Elementary-Dcds	4/1/2025
1032740	Xiong	Pao	Paraprof, Mild/Moderate Support Needs	Pyle Elementary	6/12/2025

Management Certificated

1049073	Gonzalez	Alejandro	Clinical School Social Worker	Prevention And Intervention	2/28/2025

Management Classified

1037544	Pinheiro	Tangee	Instr Super, School Leadership	Special Educ Administartion	12/31/2025

LEAVE REQUEST

Certificated Personnel

1071162	Chang McConnell	Bai	Teacher, Elementary	Ericson Elementary	3/16/2025
1063156	Drucks	Lorena	Teacher, Elementary	Greenberg Elementary	3/13/2025
1067520	Wristen	Meghan	Teacher, Child Dvlpmt Ctr	Webster Elementary	3/17/2025

Classified Personnel

R39-MONTH REEMPLOYMENT RIGHTS

Classified Personnel

1081029	Moslim	Ghada	Paraeducator, Autism	Pyle Elementary	2/21/2025

PROMOTIONS

Classified Personnel

1079585	Aguirre	Elizabeth	Manager, School Office Elementary	King Elementary	2/13/2025
1076579	Alaniz JR	Reynaldo	Manager, Auditorium Operations	Plant Operations	3/7/2025
1079560	Assem	Noha	Paraeducator, Community Based	Eaton Elementary	2/12/2025
1077518	Chavarria	Sarah	Nutrition Services Assistant	Nutrition Services	2/24/2025

1071399	Diaz	Noah	Plant Coordinator I	Calwa Elementary	2/12/2025
1065309	Esparza	Dynna	Nutrition Services Assistant	Food Services	2/24/2025
1082017	Garcia	Nancy	Nutrition Services Assistant	Nutrition Services	2/24/2025
1063661	Gonzalez	Juan	Plant Coordinator I	Herrera Elementary	2/27/2025
1085165	Gutierrez	Marta	Nutrition Services Assistant	Food Services	3/11/2025
1086537	Lopez	Jasmine	Paraprof, Extensive Support Needs	Anthony Elementary	2/12/2025
1075549	Lucas-Villalta	Mayda	Nutrition Services Assistant	Food Services	2/24/2025
1086892	Medeiros	Rosario	Paraprof, Extensive Support Needs	Bullard High	3/7/2025
1077631	Meza	Maria	Paraeducator, Autism	Fremont Elementary	1/21/2025
1053043	Perales	Judy	Paraeducator, Community Based	Sunnyside High	2/12/2025
1086067	Ramos	Gabriela	Nutrition Services Assistant	Food Services	3/11/2025
1086909	Rosales	Amber	Paraprof, Early Chldhd Mil/Mod Support Needs	Birney Elementary	2/25/2025
1078996	Vega	Gregory	Custodian, PE Male/Female	Sunnyside High School	3/11/2025
1076527	Yang	Swokowski	Worker, Grnds Maint I	Plant Operations	3/10/2025

Management Classified

1070268	Garza	Miroslava	Supervisor, Accounting	Fiscal Services	1/27/2025
1067165	O'Neill	Molly	Manager II, Info Technology	Technology Services	2/11/2025

BOARD MEETING DATE: March 26, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Meeting Minutes

ITEM DESCRIPTION: Included in the Board material are the draft minutes for the regular meeting of the Fresno Unified School District Board of Education held, March 12, 2025.

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
March 12, 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 March 12, 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.

For the record, Board Member Islas arrived at 4:39 p.m.

Board President Davis CONVENED the Regular Board Meeting at 4:30p.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, the Board was in receipt of items as follows:

A-1, RECEIVE Resolution 25-55, Making a Determination to Submit a Waiver Request to the California State Board of Education with Respect to Certain Provisions of the California Education Code Relating to the Issuance of General Obligation Bonds, and Approving Related Documents and Actions

A-2, RECEIVE Resolution 25-56, Authorizing Debt Service Information to be Provided to the County of Fresno Respecting Unsold General Obligation Bonds of the Fresno Unified School District for Fiscal Year 2025/26

A-3, RECEIVE Resolution 25-57, Authorizing the Issuance and Sale of General Obligation Bonds, Election of 2024, Series A, in the Aggregate Principal Amount of Not to Exceed $30,000,000, and Authorizing the Execution and Delivery of Documents and Actions in Connection Therewith

A-4, RECEIVE Resolution 25-58, Authorizing the Issuance and Sale of 2025 Refunding General Obligation Bonds to Refund Outstanding General Obligation Bonds, Election of 2010, Series E, and Outstanding Election of 2010, Series F, and Approving Related Documents and Actions

A-5, RECEIVE Constituent Services Quarterly Reporting

Board President Davis ADJOURNED the Regular Board Meeting to Closed Session at 4:31 p.m.

For the record, Closed Session was extended to 5:56 p.m.

Board President Davis RECONVENED the meeting to Open Session at 5:59 p.m.

Reporting Out of Closed Session

- On a motion by Board Member Levine, seconded by Board Member Cazares, the Board acted in closed session to approve Resolution No. 25-60, Reduction and/or Elimination of Classified Positions for the 2025/26 School Year, by a roll call vote of 7-0-0-0 as follows: AYES: Board Members Cazares, Jonasson Rosas, Levine, Thomas, Wittrup, Board Clerk Islas, and Board President Davis.

- On a motion by Board Member Jonasson Rosas, seconded by Board Member Levine, the Board acted in closed session to approve Resolution No. 25-61, Reduction and/or Elimination of Particular Kinds of Certificated Services for the 2025/26 School Year, by a roll call vote of 7-0-0-0 as follows: AYES: Board Members Cazares, Jonasson Rosas, Levine, Thomas, Wittrup, Board Clerk Islas, and Board President Davis.

- On a motion by Board Member Thomas, seconded by Board Member Cazares, the Board acted in closed session to approve Resolution No. 25-62, Non-Reelection of Probationary Certificated Employees for the 2025/26 School Year, by a roll call vote of 7-0-0-0 as follows: AYES: Board Members Cazares, Jonasson Rosas, Levine, Thomas, Wittrup, Board Clerk Islas, and Board President Davis.

- On a motion by Board Member Thomas, seconded by Board Member Cazares, the Board acted in closed session to approve charges for dismissal of a classified employee 1080784, by a roll call 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

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

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 Clerk Islas, seconded by Board Member Thomas, the Board approved the Consent Agenda with the exception of agenda item C-15 by a vote of 6-0-0-0, as follows: AYES: Board Members Cazares, Levine, Thomas, Wittrup, Clerk Islas, and Board President Davis. ABSENT: Board Member Jonasson Rosas.

ALL CONSENT Agenda items are considered routine by the Board of Education and will be enacted by one motion. There will be no separate discussion of items unless a Board member 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-1, APPROVE Personnel List

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

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

ADOPTED as recommended, the Findings of Fact and Recommendations of District Administrative Panels resulting from hearings on expulsion and readmittance cases conducted during the period since the regular meeting of the Board held February 26, 2025.

C-3, APPROVE Meeting Minutes

APPROVED as recommended, draft minutes for the Board workshop held February 18, 2025, and the regular meeting of the Board of Education held February 26, 2025.

C-4, ADOPT Resolution 25-43 and Resolution 25-44, Measure H Bond

ADOPTED as recommended, Resolution 25-43 and Resolution 25-44 for adoption by the Board, which will complete the process for the passage of Measure H.

C-5, APPROVE Student Outcomes Focused Governance Implementation Timeline

APPROVED as recommended, the updated Student Outcomes Focused Governance implementation timeline, established by the Board of Education in collaboration with the Council of the Great City Schools. The timeline will be presented as a routine item for review and approval on a monthly basis.

C-6, APPROVE Proposed Amendment to the 2024/25 Board Meeting Calendar

APPROVED as recommended, a request to amend the 2024/25 Board Meeting Calendar. Approval of this item will reschedule the regular meeting of the Board of Education from Wednesday, April 09, 2025, to Wednesday, April 30, 2025.

C-7, APPROVE the Fresno Unified School District 2024-25 Second Interim Financial Report

APPROVED as recommended, the Fresno Unified School District Second Interim Financial Report. California school districts are required to approve interim financial reports twice each fiscal year. The Fresno Unified School District 2024/25 Second Interim Financial Report was presented for approval and reflected a positive certification of the district's financial condition. The report was based on January 31, 2025, year-to-date revenue and expenditures as required by state law.

C-8, APPROVE Grant Application to the Fresh Fruit and Vegetables Program

APPROVED as recommended, information about the Fresh Fruit and Vegetable Program (FFVP) through the California Department of Education. The FFVP provides free fresh fruit or vegetable snacks to elementary school students, during the school day, outside of the School Breakfast and National School Lunch (NSLP) Programs.

C-9, APPROVE Award of Request for Qualifications 25-13, Art Enrichment

Services
APPROVED as recommended, information on Request for Qualifications (RFQ) 25-13, to prequalify a pool of vendors in the categories of Professional Learning and Indirect/Direct Student Services. Services include high-quality arts instructional practices that are equity-centered and based on the California State Standards and professional development that include culturally relevant practices within the context of Arts. The term is a three-year period with the option to renew for two one-year periods and will begin July 01, 2025.

C-10, DENY Claim GL24-1001-13664
DENIED as recommended, a Claim for Damages by Curtis Carton, case GL24-1001-13664.

C-11, RATIFIED Agreement with The Law Office of Mark T. Harris
RATIFIED as recommended, an agreement with the Law Office of Mark T. Harris to provide an independent assessment of matters that arise from within the district pertaining to race, ethnicity, national origin, gender, and sexual orientation involving employees and students.

C-12, RATIFY Change Orders
RATIFIED as recommended, information on Change Orders for the projects listed as follows:

Bid 23-12B, 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 (Kirk) presented for ratification: $-172,421

Change Order 1 (Powers) presented for ratification: $-178,819

Bid 23-33, Del Mar Elementary School New Multi-Purpose Building

Change Order 4 (MPB) presented for ratification: $120,791

Change Order 5 (New Kindergarten Bldg., Admin and Library Mod) presented for ratification: $79,251

Bid 24-12, Ahwahnee and Fort Miller Middle Schools Confidential Spaces Installation

Change Order 1 (Ahwahnee) presented for ratification: $59,684

Change Order 1 (Fort Miller) presented for ratification: $9,523

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

Building Modernization

Change Order 7 presented for ratification: $1,533

Bid 24-39, Dailey Elementary Charter School Multipurpose Building Heating, Ventilation, Air Conditioning Improvements

Change Order 2 presented for ratification: $96,749

Bid 24-66, Edison High School Athletic Field Improvements

Change Order 1 presented for ratification: $76,858

Bid 24-86, Nutrition Center Facility Upgrades

Change Order 1 presented for ratification: $4,680

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

Change Order 5 presented for ratification: $-1,708

Bid 24-94 Section B, Sunset Elementary Schools Playground Replacements

Change Order 1 presented for ratification: $23,880

C-13, RATIFY the Filing of Notices of Completion
RATIFIED as recommended, Notices of Completion for projects which have been completed according to plans and specifications as follows:

Bid 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)

Bid 23-12B, 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)

Bid 24-12, Ahwahnee and Fort Miller Middle Schools Confidential Spaces Installation

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

C-14, RATIFY December Purchase Orders Primary Report
RATIFIED as recommended, information on purchase orders issued from December 01, 2024, through December 31, 2024, Primary Report. Two 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.

C-15, RATIFY December Purchase Orders Supplemental Report
RATIFIED as recommended, information on purchase orders issued from December 01, 2024, through December 31, 2024, Supplemental Report.

For the record, Board Member Levine read the statement as follows:

> Agenda item C-15 on tonight's Consent Agenda, contains purchase orders between Fresno Unified School District and Bulldog Baseball Camps, CA teaching Fellows Foundation, and Fresno County EOC.
>
> I did not participate in the making of the purchase orders related to this agenda item; however, because of my employment with both Fresno State and Fresno County EOC, a non-profit corporation, I have a remote financial interest in the agreement.
>
> Therefore, in the interest of full transparency, I am abstaining from this vote pursuant to Board Bylaw 9270.

On a motion by Board Member Thomas, seconded by Board Member Jonasson Rosas, the Board ratified agenda C-15, Ratify December Purchase Orders Supplemental Report, by a vote of 6-0-0-1 as follows: AYES: Board Members Cazares, Jonasson Rosas, Thomas, Wittrup, Board Clerk Islas, and Board President Davis. ABSTENTION: Board Member Levine.

OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS

For the record, the Board received one (1) request to address the Board during Unscheduled Oral Communications. The individual's name and a summary of topic are as follows:

1. Michael Seely: Shared Council updates from City of Fresno, Office of Council member Nelson Esparza

OPPORTUNITY for Board Member Reflections on the Board Shared Agreements

For the record, no sharing.

D. ADJOURNMENT

Board President Davis ADJOURNED the meeting at 6:11 p.m.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: March 26, 2025

ACTION REQUESTED: ADOPT

TITLE AND SUBJECT: Adopt Resolution 25-64 Proclaiming April 2025 as School Library Month

ITEM DESCRIPTION: Included in the Board material is a resolution proclaiming April 2025 as School Library Month. School Library Month is a celebration sponsored by the American Association of School Librarians (AASL). During the month of April, teacher librarians and library media technicians are encouraged to create activities to support their school and local community in celebrating the essential role of strong school library programs.

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

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 Castillo (Mar 6, 2025 15:24 PST)

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

INTERIM
SUPERINTENDENT
Mao Mistv Her

Fresno Unified School District
ACHIEVING OUR *GREATEST* POTENTIAL

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

In the Matter of Proclaiming)
The Month of April 2025)
School Library Month)

RESOLUTION No. 25-64

WHEREAS, April 2025 has been designated the 40th annual national School Library Month; and

WHEREAS, school libraries provide materials for teachers and students that will encourage growth and knowledge; and

WHEREAS, school libraries provide materials that will develop literary, cultural, and aesthetic appreciation while meeting ethical standards; and

WHEREAS, school libraries provide materials which reflect the ideas and beliefs of religious, social, political, historical, and ethnic groups and their contributions to the American and world heritage and culture; and

WHEREAS, school libraries provide access to both physical and digital books to encourage children to read for pleasure; and

WHEREAS, school libraries provide books to meet individual needs, varied interests, abilities, socioeconomic backgrounds and maturity levels of the students served; and

WHEREAS, school libraries are a fun place for students to go and all students deserve a well-managed library to provide free expression and access to ideas;

NOW, THEREFORE, BE IT RESOLVED: that the Board of Education of Fresno Unified School District designates the month of April 2025 as School Library Month

ADOPTED this March 26, 2025, by the Board of Education of Fresno Unified School District, by the following vote:

AYES: 6
NOES: 0
ABSENT: 1

Valerie F. Davis, Board President

Mao Misty Her, Interim Superintendent

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: March 26, 2025

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Approve Amendment to 2025/26 Academic Calendar

ITEM DESCRIPTION: Included in the Board binders is an amended 2025/26 Academic Calendar to adjust the December classified holiday from December 25 and 26, 2025, to December 24 and 25, 2025, in alignment with the collective bargaining agreement.

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

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 Castillo (Feb 25, 2025 15:47 PST)

FRESNO UNIFIED SCHOOL DISTRICT ACADEMIC CALENDAR SCHOOL YEAR 2025-2026

Board Adopted
February 7, 2024

TEACHER INSTITUTE DAYS
August 14 & 15

DISTRICT BUYBACK DAYS

August 13, 2025

October 17, 2025

March 13, 2026

INSTITUTE & BUYBACK DAYS ARE NON-STUDENT DAYS

VACATION & HOLIDAYS
Independence Day: July 4
Labor Day: Sept. 1
Veterans' Day: Nov. 11
Thanksgiving: Nov. 24-28
Winter Break: Dec. 22-Jan. 9
M.L. King, Jr. Day: Jan. 19
Lincoln's Birthday: Feb. 9
Presidents' Day: Feb. 16
Spring Break:Mar 30-Apr. 6
Memorial Day: May 25
Juneteenth: June 19
Independence Day: July 4, 2026
(Observed July 3, 2026)

HOLIDAYS FOR CLASSIFIED PERSONNEL

2025: July 4, Sept. 1, Nov.11, Nov. 27 & 28, Dec. 24 & 25.

2026: Jan. 1, Jan 19, Feb. 9, Feb. 16, April 3, May 25, June 19, July 3

Board of Education Meetings
are held at the
FUSD Education Center
2309 Tulare Street, 2nd Floor

c Schools Month	April 2026
ay of the Teacher	May 13, 2026
ified Employee Week	May 17-23, 2026

BLACK FIGURES DENOTE DAYS SCHOOL WILL BE IN SESSION
RED FIGURES DENOTE NON-STUDENT DAYS WHEN SCHOOL WILL NOT BE IN SESSION

HOLIDAY · INSTITUTE DAY · NOT IN SESSION · BUYBACK DAY

JULY 2025

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
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27	28	29	30	31		

0

AUGUST 2025

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31						

10

SEPTEMBER 2025

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28	29	30				

21

OCTOBER 2025

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22

NOVEMBER 2025

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30						

14

DECEMBER 2025

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28	29	30	31			

15

JANUARY 2026

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14

FEBRUARY 2026

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22	23	24	25	26	27	28

18

MARCH 2026

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29	30	31				

19

APRIL 2026

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26	27	28	29	30		

18

MAY 2026

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31						

20

JUNE 2026

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28	29	30				

9

JULY 2026

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19	20	21	22	23	24	25
26	27	28	29	30	31	

0

Traditional School Year - 180 teaching days and 5 non-student days

Visit us on the web
www.fresnounified.org

SCHOOL BEGINS
August 18, 2025
SCHOOL ENDS
June 11, 2026

Elementary & Secondary Reporting Periods

Oct. 10 ..... Period 1 ends (39 days)
Dec.19 ..... Period 2 ends (43 days)
Mar. 20 ..... Period 3 ends (46 days)
Jun. 11 ..... Period 4 ends (52 days)

REPORT TO PARENTS

Sept.15-19 ..... 1st Progress Notice
Oct. 14-17 ..... 1st Report Card
(Elementary Parent Conferences)
Nov 10-14 ..... 2nd Progress Notice
Jan. 12-16 ..... 2nd Report Card
Feb. 17-20 ..... 3rd Progress Notice
Mar. 23-27 ..... 3rd Report Card
May 4-8 ..... 4th Progress Notice
June 11 ..... 4th Report Card

END OF SEMESTER DATES
ELEMENTARY & SECONDARY

Dec. 19 (82 days)
June 11 (98 days)

STANDARDIZED TESTING WINDOW

State Testing
April 7 - June 11

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: March 26, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve 2024/25 Salary Schedule Revisions Reflecting 3% Increase – Classified Hourly Salary Schedule

ITEM DESCRIPTION: Included in the Board material is the following salary schedule:

- 2024/25 Classified Hourly Salary Schedule

FINANCIAL SUMMARY: There are sufficient funds available in the district budget 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 Human Resources/Labor Relations

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2024-2025

Effective July 1, 2024

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G01	Noon-time Assistant	NTA2	$16.0000				

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G18	Paraprof, PE/Athletics	W041	$17.7690	$17.7690	$17.8539	$18.7136	$19.6659
G19	Office Clerk	W073	$17.7690	$17.7690	$18.2508	$19.1766	$20.1288
	Paraprof, After Schl/Ext Day	W022					
	Paraprof, Alternative Educ	W036					
	Paraprof, Child Aide	W032					
	Paraprof, Child Development	W033					
	Paraprof, Instructional Asst	W037					
	Paraprof, Library	W040					
G20	Office Assistant I	W056	$17.7690	$17.8539	$18.7136	$19.6659	$20.6447
	Paraprof, Resource Lab	W043					
G22	Mailroom Assistant	W054	$17.8539	$18.7136	$19.6659	$20.6447	$21.7025
G23	Early Childhood Food Service Asst	W068	$18.2508	$19.1766	$20.1288	$21.1867	$22.2184
	Office Assistant II	W057					
	Paraprof, Computer Lab Asst I	W034					
	School Readiness Facilitator	W108					

Yea 4-2025

3% ase effective 7/1/2024

Boa proved Pending

Salary may be pro-rated based on Duty Days and/or FTE (<1.0 FTE)

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2024-2025

Effective July 1, 2024

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G23	School Readiness Facilitator-Hmong	W100	$18.2508	$19.1766	$20.1288	$21.1867	$22.2184
	School Readiness Facilitator-Lao	W103					
	School Readiness Facilitator-Spanish	W106					
G24	Health Assistant	W020	$18.7136	$19.6659	$20.6447	$21.7025	$22.8664
	Library Media Technician-Elem	W204					
	Paraprof, Bilingual Arabic	W245					
	Paraprof, Bilingual Hmong	W024					
	Paraprof, Bilingual Lao	W027					
	Paraprof, Bilingual Spanish	W030					
	Paraprof, Child Development, Bilingual	W251					
	Translator/Assessor Hmong	W222					
	Translator/Assessor Lao	W224					
	Translator/Assessor Spanish	W225					
G25	Accounting Payroll Technician I	W183	$19.1766	$20.1288	$21.1867	$22.2184	$23.3955
	Library Media Technician-Middle	W205					
G26	Account Clerk II	W070	$19.6659	$20.6447	$21.7025	$22.8664	$23.9507
	Attendance Records Assistant	W011					
	Instructional Materials Asst II	W052					
	Library Media Technician-High School	W206					

Yea 4-2025

3% ase effective 7/1/2024

Boa proved Pending

Salary may be pro-rated based on Duty Days and/or FTE (<1.0 FTE)

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2024-2025

Effective July 1, 2024

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G26	Medi-Cal Billing Technician	W246	$19.6659	$20.6447	$21.7025	$22.8664	$23.9507
	Registrar Assistant	W158					
	Resource Counseling Assistant	W018					
	Resource Counseling Asst-Hmong	W014					
	Resource Counseling Asst-Lao	W016					
	Resource Counseling Asst-Spanish	W017					
G27	Categorical School Program Assistant	W235	$20.1288	$21.1867	$22.2184	$23.3955	$24.6252
	Choral Assistant/Accompanist	W065					
	Human Resources Assistant	W236					
	Office Assistant III	W058					
	Paraprof, Computer Lab Asst II	W035					
	School Office Assistant	W060					
	Secretary I	W159					
	Special Ed Office Assistant	W214					
G28	Bookstore Technician	W189	$20.6447	$21.7025	$22.8664	$23.9507	$25.1413
	Instructional Materials Assistant III	W053					
	Library Resource Technician	W207					
	Maintenance Dispatcher	W195					
	Printing Technician	W233					
	Paraprof, Mild/Moderate Support Needs	W269					
	Paraprof, Visual Impairment	W270					
	Telecommunication Operator I	W150					

Yea 4-2025

3% ase effective 7/1/2024

Boa proved Pending

Salary may be pro-rated based on Duty Days and/or FTE (<1.0 FTE)

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2024-2025

Effective July 1, 2024

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G29	Accounting Payroll Technician II	W184	$21.1867	$22.2184	$23.3955	$24.6252	$25.8554
	Copier Systems Operator	W147					
	Facilities Reservation Technician	W196					
	Home/School Liaison	W228					
	Home/School Liaison-Hmong	W121					
	Home/School Liaison-Lao	W124					
	Home/School Liaison-Spanish	W125					
	Home/School Liaison-Punjabi	W274					
	Paraprof, Early Childhood Mild/Mod Support Needs	W271					
G30	Media Specialist/Braille Transcriber	W220	$21.7025	$22.8664	$23.9507	$25.1413	$26.4636
	Medical Lab Technician	W208					
	Paraprof, Moderate/Severe: Autism	W259					
	Paraprof, Moderate/Severe: DHH Oral	W260					
	Paraprof, Moderate/Severe: DHH Sign	W261					
	Paraprof, Moderate/Severe: Soc Emot Interven	W262					
	Paraprof, Extensive Support Needs	W267					
G31	Account Clerk III	W071	$22.2184	$23.3955	$24.6252	$25.8554	$27.1118
	Assistant, Campus Safety	W061					

Salary may be pro-rated based on Duty Days and/or FTE (<1.0 FTE)

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2024-2025

Effective July 1, 2024

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G32	Assessment Svcs Technician-Hmong	W009	$22.8664	$23.9507	$25.1413	$26.4636	$27.7467
	Assessment Svcs Technician-Lao	W008					
	Assessment Svcs Technician-Spanish	W010					
	Lead After School/Extended Day	W076					
	Library Cataloger	W067					
	Material Translator-Hmong	W082					
	Material Translator-Khmer	W083					
	Material Translator-Lao	W085					
	Material Translator-Spanish	W088					
	Migrant Education Liaison-Hmong	W127					
	Migrant Education Liaison-Spanish	W128					
	Prevention and Intervention Technician	W216					
	Program Eligibility Technician	W072					
	Student Transfer Technician	W203					
	Telecommunication Operator II	W151					
G33	Benefits Eligibility Assistant	W012	$23.3954	$24.6252	$25.8554	$27.1118	$28.5006
	Customer Service Representative	W174					
	High School Financial Technician	W200					
	Offset Press Operator	W149					
	Paraeducator, Community Based	W152					
G34	Accounting Payroll Technician III	W185	$23.9507	$25.1413	$26.4636	$27.7468	$29.1617
	Attendance Technician	W187					
	Budget Technician I	W190					
	Paraeducator, Speech	W153					
	Purchasing Technician I	W212					
	Child Welfare & Attend Specialist I	W138					

Yea 4-2025

3% ase effective 7/1/2024

Boa proved Pending

Salary may be pro-rated based on Duty Days and/or FTE (<1.0 FTE)

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2024-2025

Effective July 1, 2024

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G34	Facilities Project Technician	W237	$23.9507	$25.1413	$26.4636	$27.7468	$29.1617
	Lead Campus Security	W078					
	Medical Assistant	W021					
	Program Technician	W210					
	Secretary II	W160					
	Student Records Technician	W242					
	Testing Technician	W217					
G35	Career Center Facilitator	W110	$24.6252	$25.8554	$27.1118	$28.5006	$29.9157
	Home Education Facilitator-Hmong	W093					
	Home Education Facilitator-Spanish	W096					
	Job Developer I	W079					
	Registrar	W157					
	School Office Manager Elementary	W140					
	School/Community Liaison-Hmong	W131					
	School/Community Liaison-Indian	W132					
	School/Community Liaison-Lao	W134					
	School/Community Liaison-Spanish	W135					
	School/Community Liaison-NonLanguage	W137					
	Workplace Technician	W181					
	Paraeducator, Autism	W230					
	Paraeducator, Soc Emot Intervention	W231					
	Paraeducator, Deaf/Hard of Hearing (Oral)	W272					
	Paraeducator, Deaf/Hard of Hearing (Sign)	W273					
G	Administrative Secretary I	W161	$25.1413	$26.4636	$27.7468	$29.1617	$30.7487
	Budget Technician II	W191					
	Child Welfare & Attend Specialist II	W165					

Salary may be pro-rated based on Duty Days and/or FTE (<1.0 FTE)

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2024-2025

Effective July 1, 2024

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G36	Department Office Manager	W139	$25.1413	$26.4636	$27.7468	$29.1617	$30.7487
	Grants Technician	W197					
	Help Desk Support Technician	W146					
	Purchasing Technician II	W268					
	Staff Development Technician	W215					
G37	Disability/Retirement Technician	W171	$25.7696	$27.0563	$28.4107	$29.8298	$31.3214
	Human Resources Data Specialist I	W172					
	Human Resources Specialist	W201					
	School Office Manager - Middle	W142					
	Workers' Comp Technician	W182					
G38	Technology Support Specialist I	W176	$26.4133	$27.7338	$29.1192	$30.5746	$32.1020
	Tier II Intervention Specialist	W264					
G39	Operator, Computer II	W144	$27.1118	$28.5006	$29.9157	$31.4628	$33.0365
	Education Audiologist Technician	W019					
G40	Administrative Secretary II	W162	$27.7875	$29.2096	$30.6667	$32.2465	$33.8614
G41	Architectural Drafting Specialist	W066	$28.5006	$29.9157	$31.4628	$33.0365	$34.8221
	Media Technician/Driver	W219					
G42	Accountant I	W001	$29.1617	$30.7487	$32.3225	$33.9095	$35.6287
	Educational Transcriber	W221					
	Employee Service Center Specialist	W248					
	Human Resources Data Specialist II	W173					

Salary may be pro-rated based on Duty Days and/or FTE (<1.0 FTE)

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2024-2025

Effective July 1, 2024

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G42	Payroll Specialist	W249	$29.1617	$30.7487	$32.3225	$33.9095	$35.6287
	Photographer/Media Technician/Driver	W265					
G43	Network Technician I	W192	$29.9157	$31.4628	$33.0365	$34.8221	$36.5678
	Technology Support Specialist II	W232					
	Technical Specialist I	W239					
	Systems Technician I	W243					
G44	Community Education Specialist	W167	$30.7487	$32.3225	$33.9095	$35.6287	$37.5330
	Community Relations Liaison	W120					
	Community Relations Liaison Spanish	W256					
	Community Relations Liaison Hmong	W257					
	Community Relations Liaison Lao	W258					
	Job Developer II	W080					
	Media Production Specialist	W180					
G45	Primary Language Instruction Specialist	W178	$31.4628	$33.0365	$34.8221	$36.5678	$38.3531
	Speech Language Pathologist Assistant	W250					
	Mentoring Program Facilitator I	W252					
G46	Accountant II	W002	$32.3225	$33.9095	$35.6287	$37.5330	$39.3584
	Student Attend Review Board Technician	W213					
	Mentoring Program Facilitator II	W253					
	Licensed Vocational Nurse	W198					
G47	Licensed Mental Health Clinician	W074	$33.1241	$34.7968	$36.5359	$38.3621	$40.3371
G	Network Technician II	W193	$36.5678	$38.3531	$40.3371	$42.3473	$44.4632

Yea 4-2025

3% ase effective 7/1/2024

Boa proved Pending

Salary may be pro-rated based on Duty Days and/or FTE (<1.0 FTE)

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2024-2025

Effective July 1, 2024

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G51	Software Developer I	W004	$36.5678	$38.3531	$40.3371	$42.3473	$44.4632
	Systems Technician II	W244					
	Technical Specialist II	W229					
	Technology Support Specialist III	W247					
G53	DHH Cued Lang Transliterator Itinerant	W090	$38.4716	$40.3942	$42.4147	$44.5358	$46.7615
	DHH Oral Interpreter Itinerant	W091					
	DHH Sign Interpreter Itinerant	W092					
G54	Software Developer II	W005	$39.3584	$41.3681	$43.4451	$45.6009	$47.9944
G55	DHH Sign Interpreter (Certified) - Itinerant II	W263	$40.3371	$42.3473	$44.4632	$46.7910	$49.1583
	Senior Interpreter - Translator, Bilingual	W266					
G58	Network Technician III	W194	$43.4451	$45.6009	$47.9944	$50.4541	$52.9802
	Software Developer III	W006					
	Technical Specialist III	W062					
	Web Administrator	W227					
	Systems Administrator	W238					
G59	Information System Specialist	W003	$44.4632	$46.7910	$49.1583	$51.6843	$54.3027
	Software Engineer	W240					
G60	Database Administrator	W170	$45.6167	$47.8977	$50.2933	$52.8081	$55.4488
	Systems Programmer	W154					
	Systems Engineer	W241					

Yea 4-2025

3% ase effective 7/1/2024

Boa proved Pending

Salary may be pro-rated based on Duty Days and/or FTE (<1.0 FTE)

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2024-2025

Effective July 1, 2024

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G62	Network Security Specialist	W177	$47.9944	$50.4541	$52.9802	$55.6784	$58.4423

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual $500 for BA +90*

Annual $1000 for Master's*

Annual $1500 for earned Doctorate*

*Credit for only one degree will be given

Yea 4-2025

3% ase effective 7/1/2024

Boa proved Pending

Salary may be pro-rated based on Duty Days and/or FTE (<1.0 FTE)

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: March 26, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Agreement with Crossroads Village Fresno LP

ITEM DESCRIPTION: Included in the Board material is a request to approve an agreement between Fresno Unified School District and Crossroads Village Fresno LP.

Crossroads Village Fresno LP agrees to provide ten (10) subsidized affordable rental housing units, each with two (2) bedrooms, for a period of two (2) years for students and families in Central Fresno selected by Fresno Unified School District to receive rental assistance. Eligible families must have children currently enrolled in a Fresno Unified School District school.

The district will implement a multi-tiered selection process to determine eligibility, prioritizing students and families experiencing severe homelessness and attending Community School sites. In addition to housing support, selected families will receive a range of resources and wraparound services.

In partnership, the Department of Prevention and Intervention and the Office of Community Schools will offer services to stabilize families while housed and prepare them for long-term success. The district will collaborate with local organizations and community agencies to provide services such as wellness support, life skills development, career development, financial literacy, and academic assistance. These services will reduce chronic absenteeism, improve academic performance, and foster social-emotional well-being.

The district will provide the subsidized portion of the rent for families over the two-year period, contingent upon families continually meeting the eligibility requirements outlined in the Contract (Attachment B).

FINANCIAL SUMMARY: Sufficient funds in the amount of $156,370.50 are available in the Office of Community Schools budget.

PREPARED BY: Darrin Person, Office of Community Schools, Executive Director

DIVISION: Diversity, Equity and Inclusion

CABINET APPROVAL PHONE: (559) 457-3650

CABINET APPROVAL: Interim Chief Academic Officer, Carlos Castillo Ed.D. Carlos Castillo (Mar 3, 2025 10:50 PST)

2309 Tulare Street,
Fresno, CA 93721
Stay Connected with Fresno Unified:
www.fresnounified.org

Contract Routing Form

Contract Attached

Contract Number: 231226

Federal Funding Will Not Be Used

Crossroads Village Fresno Lp	***3737 N Blackstone Ave***
Vendor Name	***Address***
5596913602	**Destiny Gonzalez**
Phone Number	***Vendor Contact***
Term (Duration) From: 3/31/2025	**Through: 3/31/2027**
FUSD Contract Administrator: Darrin.Person@fresnounified.org	**Diversity Equity & Inclusion**
Name	***Site/Dept***

Budget (Fund-Unit-Dept.-Activity-Function-Object) **060 6762 0852 5110 1110 3130**

Contract Amount: $157,000.00 **Authorized as Not to Exceed**

Scope of Work Summary: *The* Contractor*, Crossroads Village Fresno, Lp, Agrees To Provide Ten (10) Subsidized Affordable Rental Housing Units, Each With Two (2) Bedrooms For A Period Of Two (2) Years To Families Selected By Fresno Unified School District To Receive Rental Assistance.*

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:** Darrin Person

2) Reviewed & approved by **Cabinet Level:** Carlos Castillo

3) Vendor Destiny Gonzales

4) Reviewed & approved by **Risk Management:**

5) Reviewed & approved by **Chief Financial Officer:**

Please return signed agreement back to (name/email) : Alya.Hassan@Fresnounified.Org

Routing:BOE Board Date(if applicable): 3/26/2025

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*
During the 2023-24 academic year, over 800 students were identified as unhoused, with 707 still actively enrolled. Unhoused students faces greater challenges compared to their peers, including significantly higher rates of chronic absenteeism and suspensions, as well as lower graduation rates. Stable housing is essential for their success, and this contract provides critical support by ensuring housing for at least 10 families	The Contractor will provide ten (10) subsidized affordable rental housing units, each with two (2) bedrooms for a period of two (2) years to families selected by Fresno Unified School District to receive rental assistance.	In addition to the ten (10) subsidized affordable two-bedroom rental housing units provided for a period of two (2) years, the District will work closely with the contractor to offer a range of supportive services. These will include social and emotional support, wellness services, life skills development, and academic assistance. FUSD will also assign dedicated staff to assist selected families, helping them stabilize, access essential resources, and develop the skills needed to maintain housing and support their students' academic success. The contractor will collaborate with the District to ensure the effective delivery of these services, fostering a stable and supportive environment for families.	*Families selected will be based on a multi-tier system, taking into account the severity of homelessness. The criteria include:* • *Individuals or families who are transient or living in a motel/hotel or shelter.* • *Families fleeing or attempting to flee domestic violence.* • *Families earning less than or equal to 30% of the Area Median Income.* • *A portion of the households will include an adult or older adult with a Serious Mental Disorder or Seriously Emotionally Disturbed Children or Adolescents*	We want all families to have stable housing that provides physical and social-emotional security, ensuring their students receive the support they need to succeed in school. This housing will help remove barriers and challenges associated with homelessness. The District will collaborate with the Contractor to maintain an up-to-date list of families receiving housing through this contract. The list will also specify the services being provided to each family	We want see the families that receive housing will also have access to services that enhance their life skills, social-emotional development, and soft skills. By providing stability, we hope to enable both parents and students to focus on education while reducing suspensions and chronic absenteeism and foster social-emotional well-being. The District will track progress by reviewing data from ALTAS and Panorama.	We want to ultimately help families stabilize through housing and to also support families in securing stable employment that enables them to afford long-term housing. This stability will, in turn, help students succeed academically and graduate from high school. The District will monitor progress by reviewing data from ALTAS and Panorama.

		(SMI).			

Rental Assistance Program Grant Agreement

BETWEEN FRESNO UNIFIED SCHOOL DISTRICT

AND

Crossroads Village Fresno LP

THIS AGREEMENT (the "Agreement") by and between Fresno Unified School District and its affiliates ("FUSD") and Crossroads Village Fresno LP ("Partnership") is effective upon the date of complete execution of the Agreement (the "Effective Date"). The scope of services, reporting, and funding details are included in Exhibit B.

WHEREAS: The Partnership owns that certain real property in the City of Fresno, State of California more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the "**Property**"), on which the Partnership constructed, is operating, and maintaining one hundred forty-one (141) units of affordable rental housing (the "**Project**");

WHEREAS: FUSD has agreed to provide a grant for the Tenant Portion of rent for ten (10) units of the Project for a term of up to twenty-four (24) months ("the Program"). For each Rental Subsidy Unit, "**Tenant Portion**" shall be equal to the "Dwelling Unit" requirements as set forth in the Regulatory Agreement and Declaration of Restrictive Covenants by and between Blackstone Crossroads LP, UPH Crossroads LLC, Blackstone Crossroads LLC, and the County of Fresno recorded by the Fresno County Recorder April 14th, 2021 and as amended January 13th, 2023.FUSD reserves the right to reduce the amount of the grant provided to a Tenant based on Tenant's adherence to program guidelines, but that will not impact the Tenant's rental obligations to the Partnership.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

1. FUSD and Partnership each desire to participate in the Program geared towards improving partnerships and addressing housing and homelessness among FUSD families. Partnership agrees to perform the services, and agrees to program goals, metrics and objectives as specified in Exhibit B, attached hereto and incorporated herein. FUSD and eligible households will sign a separate agreement outlining requirements of the Rental Assistance Program to which the eligible households must adhere.

2. The parties acknowledge and agree that all information related to the Program created and/or furnished by one party to the other party as a result of this Agreement is proprietary and confidential. Partnership and FUSD agree not to use such proprietary and confidential information except for the purpose of carrying out their obligations under this Agreement. Neither party shall disclose any proprietary and confidential information to any person or entity without the other party's express written consent, except as required pursuant to applicable law, regulatory requirements or legal order, in which case such party shall immediately notify the other party of the receipt of any such request for disclosure prior to the disclosure.

3. The Agreement will commence on the Effective Date and will be in force for twenty-four (24) months unless the Agreement is earlier terminated as specified in Exhibit A.

4. Either party may terminate this Agreement with or without cause on thirty (30) days' prior written notice to the other party. This Agreement will automatically terminate upon one or more of the following events:

    a. Termination of Partnership Agreement with FUSD; or
    b. Partnership fails to meet requirements and measurements as outlined in Exhibit B

5. The parties hereto represent to each other that to their knowledge this Agreement (i) has been validly executed and delivered, and (ii) has been duly authorized by all corporate action necessary for the authorization.

6. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

7. This Agreement is solely for the benefit of Partnership and FUSD and will not be construed to give rise to or create any liability or obligation to, or to afford any claim or cause of action to, any other person or entity.

8. Each party shall indemnify, defend, protect, hold harmless, and release the other, its governing body, officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with the performance of this Agreement by the indemnifying party, its agents, employees, contractors, or invitees, caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, or invitees. This provision expressly excludes coverage for losses resulting from the gross negligence or willful misconduct of the indemnified party. This provision survives termination of the Agreement..

9. FUSD agrees and understands that any obligations of the Partnership under this Agreement is limited by its obligations and restrictions as set forth in certain financing and regulatory agreements, as well as all applicable laws, including without limitation any obligations with respect to fair housing rules.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

Crossroads Village Fresno, LP

Signature: _Destiny Gonzales _____

Name, Title: _____

Date:_ Feb 27, 2025

Fresno Unified School District

Signature: _

Name, Title: Patrick Jensen, Chief Financial Officer

Date: _

Approved as to Form

Signature: _

Name, Title: Stacey Sandoval, Executive Director Risk Management

Date: _ Feb 28, 2025

Exhibit A

Legal Description

Parcel A of Lot Line Adjustment No. 2018-08, recorded May 9, 2018, as Document No. 2018-0054790 of Official Records of Fresno County, and more particularly described as follows:

The North one-half of the Northeast quarter of the Southeast quarter of Section 21, Township 13 South, Range 20 East, Mount Diablo Base and Meridian, in the City of Fresno, County of Fresno State of California, according to the official Plat thereof.

Excepting therefrom the East 55 feet thereof,

Also excepting therefrom the North 183.41 feet of the East 397.00 of the North one-half of the Northeast quarter of the Southeast quarter of said Section 21.

Also excepting therefrom the South 63.00 feet of the North 246.41 feet of the East 325.00 feet of the North one-half of the Northeast quarter of the Southeast quarter of said Section 21.

Also excepting therefrom any portion lying within the West 20 acres of the East three quarters of the North one-half of the North one-half of the Southeast quarter of the said Section 21.

Also excepting therefrom the South 205 feet of the East 230 feet thereof.

Together with Easterly 30.00 feet of the West 20 acres of the East three quarters of the North one half of the North one half of the Southeast quarter of Section 21, Township 13 South, Range 20 East, Mount Diablo Base and Meridian.

APN: 435-020-09 and 435-020-12

EXHIBIT B

Under the Program, FUSD will advance funds (See Total Amount) to the Partnership as a grant to assist FUSD families with paying the Tenant Portion of rent at the Project.

1. Partnership Information:

Partnership Name: Crossroads Village Fresno, LP	**Primary Contact for Grant:** Name: Destiny Gonzalez Email: destiny@communityholdingsca.com Phone: 559-691-3602
Partnership Address: 3737 N. Blackstone Ave, Fresno CA 93726	**County(s) Served:** Fresno

2. **Description of Grant/Investment:** Crossroads Village is a 143-unit supportive housing project that targets chronically homeless and homeless individuals. The project is funded through the Project Homekey program, Housing for a Healthy California, No Place Like Home, and the California Housing Accelerator Program, various state funding initiatives that target vulnerable individuals in need of housing.

UPholdings and RH Community Builders have partnered to be the development team lead for the of the Homekey project. The partnership brings the requisite experience in the development, ownership, and management of permanent supportive housing to competitively pursue Project Homekey funding. The project is supported through robust partnerships with the Fresno County Department of Behavioral Health (DBH), Fresno Madera Continuum of Care (FMCoC), and Fresno County Department of Social Services (DSS). DBH will provide supportive services on- site. Resident referrals will be made through FMCoC's Coordinated Entry System. FUSD funds will provide operating subsidies to the project which will allow ten (10) FUSD households to be housed and have their Tenant Portion of rent paid for up to twenty-four (24) months of residency.

3. Measures to be Impacted: The Partnership and FUSD agree to share data on education, wellness, and financial outcomes of residents in the program to measure its success.

4. **Partnership Deliverables:** Partnership is agreeing to work in partnership with FUSD on delivering the following:

- Identify FUSD as a funder of Crossroads Village in any public reporting or messaging.
- Track FUSD members that reside at Crossroads Village.
- Work with local stakeholders to connect FUSD households that receive FUSD funds to long-term rental subsidy assistance or obtain income to be able to pay their rent.
- Share success stories, pictures and other marketing resources to be shared with stakeholders. This has to be subject to the tenant consent.

5. FUSD Responsibilities:

a. Identify a point of contact to serve as a liaison for the Program.
b. Participate as necessary in any planning activities, system/program design, or any other necessary meetings to implement activities being funded by the Program.
c. Distribute funds to Partnership based on Disbursement Intervals below.
d. Periodically meet with Partnership to monitor progress on achieving anticipated deliverables.
e. Participate in weekly Blended Management Meetings.

f. Provide the following supportive services:
- Community School Coordinators Support
- Community Health Worker Support
- Project Access Clinical School Social Worker Support
- Coordination with Community Provider: DBH (Department of Behavioral Health)
- Add frequency and staffing schedule
- Activities and groups
- Robust partnerships around employment and pathways to employment for tenants to pay their portion of rent after the 24-month program

6. Total Grant Amount: $156,370.50

Tenant Portion of Rent for ten (10) two-bedroom (2BR) units:
- Year 1 (2025): $77,220.00
  - Rent: $71,280.00
  - Security deposit: $5,940.00
- Year 2 (2026): $79,150.50, assuming a 2.5% rent increase
  - Rent: $73,062.00
  - Security deposit: $6,088.50

7. Effective Date:

8. Disbursement Intervals: Full amount upon execution of this Agreement. If a household loses rental assistance via this program, the additional funds will be used to pay for additional months of Tenant Portion of rent payments for other eligible households.

Crossroads Village Rental Assistance Program:
Family Selection, Support Process, and Compliance Policy

FUSD Project Access and **Crossroads Village Fresno LP** agree to collaborate in identifying and supporting families whose children currently attend a FUSD school, through a multi-tier selection process. This process will ensure that selected families are referred to the Coordinated Entry system for further assistance.

Target Population:

- Families with children currently attending a school in central Fresno with a focus on Community School sites

Selection Criteria

Families will be selected based on a multi-tier system, taking into account the severity of homelessness. The criteria include:

- Individuals or families who are transient or living in a motel/hotel or shelter.
- Families fleeing or attempting to flee domestic violence.
- Families earning less than or equal to 30% of the Area Median Income.
- A portion of the households will include an adult or older adult with a Serious Mental Disorder or Seriously Emotionally Disturbed Children or Adolescents (SMI).

Eligibility Requirements for Continued Housing

Families selected for the Rental Assistance Program will be required to participate in the following:

- Attend quarterly multi-disciplinary meetings.
- Maintain regular school attendance (90% or higher, unless there is a special circumstance, such as medical reasons).
- Communicate regularly and consistently with school staff.
- Attend parent-teacher conferences.
- Attend at least 1 school event per semester (e.g., back-to-school events or open houses).
- Attend at least 1 pathway course per month, which will include the following modules:
    - Life Skills
    - Parenting Modules
    - Vocational Education
    - Credit Literacy

Minimum required tenant rent contributions:

Support Services

The following support services will be provided to residents by FUSD:

- Community School Coordinators Support
- Community Health Worker Support
- Project Access Clinical School Social Worker Support
- Coordination with Community Provider: DBH (Department of Behavioral Health)

Additionally, students and families will be offered further services through the District and Crossroads Village Fresno LP to assist in stabilizing their living situation and helping them thrive both in residence and in life.

Both parties, Project Access and Crossroads Village Fresno LP, are committed to supporting these families through this process and ensuring they have the necessary resources to succeed.

Corrective Action Compliance

1. **Corrective Action Requirement**
   Families participating in the Rental Assistance Program are required to comply with any corrective actions outlined by Fresno Unified School District (FUSD). Failure to comply with corrective action within ninety (90) days of notification, or by the next scheduled quarterly meeting, may result in removal from the Rental Assistance Program.

2. **Responsibility for Rent**
   If a family is removed from the Rental Assistance Program, families remain solely responsible for the payment of rent. FUSD will not assume responsibility for the tenant's rent in cases of non-compliance with corrective actions.

3. **Reassignment of Housing**
   In the event of removal from the Rental Assistance Program, FUSD will identify an appropriate replacement family to participate in the housing program and occupy the next available vacant housing unit..

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: March 26, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Renewal Agreement with Marsh & McLennan Agency

ITEM DESCRIPTION: Included in the Board material is a renewal service agreement with Marsh & McLennan Agency for the provision of insurance consulting and brokerage services.

This agreement provides for ongoing insurance consulting and brokerage services related to the placement of the district's various insurance requirements for general liability, excess liability, property, physical auto damage, cyber liability and designated lessees. In addition, the agreement provides for consulting services in support of the Liability and Workers' Compensation internal services funds to include claims review meetings, responding to miscellaneous risk management inquiries, coordinating safety / loss control activities of insurance carriers, providing loss prevention and risk control services, review and analysis of workers' compensation and general liability loss runs, conduct pre-renewal strategy meetings for all insurance coverages while maintaining first class marketing expertise and insurance carrier relationships to enhance the ability to obtain competitive and quality insurance products.

The agreement is for a 12-month period, effective April 01, 2025 through March 31, 2026 with a monthly fee of $14,000, which remains unchanged from the current agreement.

FINANCIAL SUMMARY: Sufficient funds of $168,000 are available in the district's Liability and Workers' Compensation Internal Service Funds.

PREPARED BY: Stacey Sandoval

DIVISION: Business and Financial Services

CABINET APPROVAL PHONE: (559) 457-6226

CABINET APPROVAL: Chief Financial Officer, Patrick Jensen



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

Contract Routing Form

Contract Attached

Contract Number: 241926

Federal Funding Will Not Be Used

Barney & Barney, Llc	***9171 Town Centre Dr. Suite 100, San Diego, Ca 92122***
Vendor Name	***Address***
858-875-3046	**Ryan Spink**
Phone Number	***Vendor Contact***
Term (Duration) From: 4/1/2025	**Through: 3/31/2026**
FUSD Contract Administrator: Stacey.Sandoval@fresnounified.org	**Benefits & Risk Management**
Name	***Site/Dept***

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

680	0851	0880	5899	0000	6000
690	0861	0880	5899	0000	6000

Contract Amount: $168,000.00 **Estimated**

Scope of Work Summary: *Provides* For *Ongoing Insurance Consulting And Brokerage Services Related To The Placement Of The District'S Various Insurance Requirements For General Liability, Excess Liability, Property, Physical Auto Damage, Cyber Liability And Designated Lessees.*

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:** Stacey Sandoval

2) Reviewed & approved by **Cabinet Level:** Patrick Jensen

3) Reviewed & approved by **Risk Management:**

4) Reviewed & approved by **Chief Financial Officer:**

Please return signed agreement back to (name/email) : Mai.Moua@Fresnounified.Org

Routing:BOE Board Date(if applicable): 3/26/2025

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*
On an annual basis, the District is required to renew insurance policies for general liability, excess liability, workers' compensation, property, physical auto damage, cyber liability, and designated leases. The District utilizes an experienced insurance broker to provide insurance placement services and counseling.	The District pays annual premiums to the vendor through the liability and workers' compensation funds and Risk management staff participate in quarterly meetings with the vendor to discuss liability issues specific to the District.	The District's Risk Management and Workers' Compensation units ensure staff, student, and family safety through the implementation and monitoring of risk control and employee safety strategies.	*The District's Risk Management and Workers' Compensation units ensure staff, student, and family safety through the implementation and monitoring of risk control and employee safety strategies. Specific tasks include the processing of workers' compensation claims, processing of risk management claims, case management of District lawsuits, risk control support to District departments and sites, and other tasks as needed.*	The District's 2025-26 liability insurance policies will be in place on 4/1/25, and will provide insurance coverage for the District. The vendor will also advise on various insurance and risk management changes, legislative matters, and other pertinent industry developments that may affect the insurance program risk.	Risk management recommendations will be used to establish medium and long-term goals for the program to mitigate risks and improve staff/student/family safety	A decrease in staff injuries through the implementation of injury prevention strategies and a decrease in District claims

II. Academic Return on Investment

MarshMcLennan Agency

Fresno Unified School District

Client Services Fee Agreement

Effective Date: April 1, 2025

This Client Services Fee Agreement is entered into this 1st day of April, 2025 between Fresno Unified School District, located at Tulare & M Streets, Fresno, CA 93721 and Marsh & McLennan Agency LLC doing business in the State of California as Marsh & McLennan Insurance Agency LLC – CA License 0H18131 (collectively, the "**Parties**"), with regional headquarters located at 9171 Towne Centre Drive, Suite 100, San Diego, CA 92122, for the provision of insurance brokerage and related services as enumerated in this Agreement.

1. TERM

The Agreement shall begin April 1, 2025 and end March 31, 2026. There shall be no extension of the term without express written consent from all parties.

2. SERVICES

Broker agrees to provide to Client such services as those described herein for the following lines of coverage:

Line Of Coverage	Policy No.* - All effective date 4/1/2025-26
General Liability / Automobile Liability/ Educators Legal	
Designated Lessee	
Umbrella & Excess Liability [up to $21M]	
Workers Compensation/Employers Liability	
Auto Physical Damage	
Property	
Vocational Nursing Program	
Cyber [up to $5M]	
Crime [up to $250K]	
*Insurance policy numbers are listed for information only and may be subject to change during the term of the Agreement.	

Commission placements out of fee and Broker will retain commission for the following lines of coverage:

Line Of Coverage	Policy No.* - All effective date 4/1/2025-26
Excess Cyber [over $5M]	

- Respond to miscellaneous risk management inquiries
- Review leases and contracts upon request for meeting insurance requirements
- Provide workers' compensation claims management
- Handle all aspects of insurance coverage placement

- Prepare insurance summaries
- Prepare insurance binders and certificates
- Present a comprehensive insurance proposal with alternatives
- Conduct regular workers' compensation claim review meetings
- Participate in miscellaneous "special projects" as they arise
- Advise on various insurance and risk management changes, legislative matters and other pertinent industry developments that may affect the insurance program risks
- Review certificates of insurance
- Act as claim advocate
- Conduct an extensive renewal marketing effort each year
- Review policies as issued and make corrections where appropriate
- Coordinate safety / loss control activities of insurance carriers
- Attend safety meetings as needed
- Provide loss prevention and risk control services
- Review unit statistical filings
- Review and analyze workers' compensation loss runs
- Conduct pre-renewal strategy meetings
- Maintain the highest level of marketing expertise and relationships with insurance carriers that will enhance the ability of Broker to obtain competitive and quality insurance products on a timely basis

3. OTHER SERVICES NOT CONSIDERED

This Agreement does not contemplate additional services that may be rendered by Broker to Client which are not described herein, or significant increases in the services rendered by Broker to Client described herein. Client and Broker agree that if such additional services, or increased services, are required, this Agreement will be amended accordingly and Broker shall be entitled to earn a commission for the performance of additional services, or increased services, and/or the Fee identified in Section 4 will be adjusted pursuant to the mutual agreement of both Parties.

4. FEE

Client agrees to pay Broker an annual fee of $168,000 in twelve (12) equal installments of $14,000 to be paid on a monthly basis. The first installment of the Fee shall be due on April 1, 2025. The Fee will be billed by Broker monthly and invoices shall be payable upon receipt.

5. FEES PRO-RATED UPON TERMINATION

Client acknowledges that the Fee for the Initial Term and every one-year Term thereafter is earned pro-rata of the annual fee upon execution of this Agreement or at the commencement of each Term, and in the event this Agreement is terminated prior to the end of its current Term by the Client, Client will be liable to Broker for the Fee on a pro-rated basis from the effective date to the termination date of the Agreement.

6. INDEPENDENT CONTRACTOR

While in the performance of this Agreement, Broker is an independent contractor and not an officer, agent or employee of Fresno Unified School District.

7. SUCCESSORS & ASSIGNS

All terms, conditions and provisions hereof shall inure to and shall bind the parties hereto, their, and each of their respective heirs, executors, administrators, successors and assigns. Neither party shall sublet, assign or transfer any interest in this Agreement without written consent of Client.

8. AMENDMENT

No modification, amendment or waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party to be charged.

9. SEVERABILITY

Should any portion, term, condition or provision of this Agreement be determined by a court of competent jurisdiction or by the California Department of Insurance to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the remaining portions, terms, conditions and provisions shall not be affected thereby.

10. CANCELLATION

This Agreement may be terminated at any time by either party, subject to the provisions of Section 5, upon the giving of sixty (60) days advance written notice. In the event Broker is the terminating party, the Fee shall be pro-rated from the Effective Date to the date of termination. Any portion of the pro-rated fee not already paid to Broker shall then be immediately due and payable.

11. COMPENSATION DISCLOSURE

Please see Appendix A for our standard compensation disclosure, which we may update from time to time.

12. BROKER OF RECORD

Client shall appoint Broker as its exclusive insurance broker with respect to Client's insurance requirements for the services provided pursuant to this Agreement. This appointment rescinds all previous appointments, and the authority associated with such appointment shall remain in full force and effect until cancelled in writing. Broker shall not be responsible for any claims, liabilities, injuries, suits and demands and expenses of any kind which may result or arise out of any act or omission of the broker of record previously designated by Client.

13. CLIENT'S RESPONSIBILITIES

Client shall be solely responsible for the accuracy and completeness of all information furnished to Broker and/or insurers, and Client shall sign any required application for insurance. Broker shall not be responsible to verify the accuracy or completeness of any information that Client provides, and Broker shall be entitled to rely on that information. Broker shall have no liability for any errors, deficiencies or omissions in any services provided to Client, including the placement of insurance on Client's behalf, that is based on inaccurate or incomplete information provided to Broker. Client understands that the failure to provide all necessary information to an insurer, whether intentional or by error, could result in the impairment or voiding of coverage. Client agrees that it will review all policy documents provided to it by Broker.

14. DISCLAIMERS

Broker does not speak for any insurer, is not bound to utilize any particular insurer and is not authorized to make binding commitments on behalf of any insurer, except under special circumstances which Broker shall endeavor to make known to Client. Broker shall not be responsible for the solvency of any insurer or its ability or willingness to pay claims, return premiums or other financial obligations. Broker does not guarantee or make any representation or warranty that insurance can be placed on terms acceptable to Client. Broker will not take any action to replace Client's insurers unless Client instructs Broker to do so. Client acknowledges that, in performing services hereunder, Broker and its affiliates are not acting as a fiduciary for Client, except to the extent required by applicable law. Any reports or advice provided by Broker should not be relied upon as accounting, legal,

regulatory or tax advice. In all instances, Broker recommends that Client seek its own advice on such matters from professional accounting, legal, regulatory and tax advisors.

Broker will not be responsible for the adequacy or effectiveness of any insurance programs or policies implemented by another broker, or any acts or omissions occurring prior to Broker's engagement.

Broker may provide to Client information and services related to insurance regulatory and insurance tax issues relating to Client's insurance program. Any reports or advice provided by Broker will be based on publicly available information and Broker's experience as an insurance broker and risk consultant in dealing with such matters for other clients and should not be relied upon as accounting, regulatory or tax advice. In all instances, Broker recommends that Client seek its own advice on accounting, regulatory and tax matters from professional legal and tax advisers.

Broker may provide Client with modeling and/or business analytics services, including hazard loss and catastrophe modeling, loss forecasting and triangles, adverse event simulation, scenario and portfolio risk analysis, decision mapping, risk bearing and risk retention tolerance analysis and insurance program evaluation analysis ("Modeling and Analytics"). Modeling and Analytics services will be based upon a number of assumptions, conditions and factors. If any of them or any information provided to Broker is inaccurate or incomplete or should change, the Modeling and Analytics provided by Broker could be materially affected. These services are subject to inherent uncertainty, and actual results may differ materially from that projected by Broker. They are provided solely for Client's benefit, and do not constitute, and are not intended to be a substitute for, actuarial, accounting or legal advice. Broker shall have no liability to any third party in connection with these services or to Client with regard to any services performed or provided by a third party. Except to Client's insurers in connection with the placement of coverage by Broker, Client shall not share any of Broker's Modeling and Analytics work product with a third party without Broker's prior written consent.

15. INDEMNIFICATION

Client shall indemnify, defend and hold Broker harmless from any and all liability, losses, costs, damages or expenses, including reasonable attorney's fees, and costs caused by, resulting from or arising from the negligent acts or omissions of Client, its representatives, employees, and officers.

Broker shall indemnify, defend and hold Client harmless from any and all liability, losses, costs, damages or expenses, including reasonable attorney's fees, and costs caused by, resulting from or arising from the negligent acts or omissions of Broker, its representatives, employees, and officers.

16. LIMITATION OF LIABILITY

In no event shall either party to this Agreement be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits arising out of or relating to any services provided by Broker or its affiliates. The aggregate liability of Broker, its affiliates and its and their employees to Client or its affiliates arising out of or relating to the provision of services by Broker or its affiliates shall not exceed $10,000,000.

17. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles.

18. ARBITRATION

Each party to this Agreement, on behalf of itself and its affiliates, agrees that any dispute, claim or controversy arising out of or relating to this Agreement or the provision of services by Broker or its affiliates shall be resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association then in effect. The arbitration shall be conducted by a panel of three arbitrators, with each party selecting one arbitrator

and the two arbitrators selecting the third arbitrator. If the two arbitrators are unable to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association. Each of the arbitrators shall have at least fifteen years of insurance industry experience. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction.

19. MISCELLANEOUS

Any notice provided pursuant to this Agreement shall be in writing and must be sent postage pre-paid, certified U.S. mail, return receipt requested, or delivered by overnight commercial courier, and shall be deemed given upon receipt. All notices shall be addressed to the applicable party at its respective address first set forth above or such other address as may be designated on notice to the other party pursuant hereto. This Agreement may be executed and delivered in several counterparts and transmitted by facsimile, a copy of which shall constitute the same as an original.

20. INSURANCE

Broker agrees to provide and to maintain in effect at all times during the term of the Agreement, at Broker's sole expense, the following insurance coverage to protect itself from liability which may arise out of or result from the Services provided by or operations of Broker under this Agreement.

(a) Commercial General Liability Insurance written on an occurrence form including coverage from bodily injury, property damage, products and completed operations, personal injury and advertising injury with limits of $3,000,000 per occurrence, and $6,000,000 aggregate. The policy shall include Client, its subsidiaries, directors, officers, and employees as additional insured with respect to their vicarious liability arising from Broker's provision of Services pursuant to this Agreement.

(b) Professional Liability/Errors and Omissions coverage at $10,000,000 per claim. If coverage is written on a claims-made basis, coverage with respect to any and all work performed in connection with this Agreement shall be endeavored to be maintained for a period of at least three (3) years after the expiration or termination of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed in their behalf by their duly authorized representatives.

FRESNO UNIFIED SCHOOL DISTRICT

By: _____

Name: Patrick Jensen

Title: Chief Financial Officer

Date: _____

Approved As To Form:

_____

Stacey Sandoval, Executive Director Risk Management

Mar 14, 2025

_____

Date

MARSH & MCLENNAN AGENCY LLC
a Delaware limited liability company

By: _____

Name: Ryan Spink

Title: Principal, Client Executive

Date: 3/13/25

Appendix A

Compensation Disclosure

Marsh & McLennan Agency LLC ("MMA") prides itself on being an industry leader in the area of transparency and compensation disclosure. We believe you should understand how we are paid for the services we are providing to you. We are committed to compensation transparency and to disclosing to you information that will assist you in evaluating potential conflicts of interest.

As a professional insurance producer, MMA and its subsidiaries facilitate the placement of insurance coverage on behalf of our clients. As an independent insurance agent, MMA may have authority to obligate an insurance company on behalf of our clients and as a result, we may be required to act within the scope of the authority granted to us under our contract with the insurer. In accordance with industry custom, we are compensated either through commissions that are calculated as a percentage of the insurance premiums charged by insurers, or fees agreed to with our clients.

MMA engages with clients on behalf of itself and in some cases as agent on behalf of its non-US affiliates with respect to the services we may provide. For a list of our non-US affiliates, please visit: https://mma.marshmma.com/non-us-affiliates. In those instances, MMA will bill and collect on behalf of the non-US Affiliates amounts payable to them for placements made by them on your behalf and remit to them any such amounts collected on their behalf;

MMA receives compensation through one or a combination of the following methods:

- **Retail Commissions** – A retail commission is paid to MMA by the insurer (or wholesale broker) as a percentage of the premium charged to the insured for the policy. The amount of commission may vary depending on several factors, including the type of insurance product sold and the insurer selected by the client.
- **Client Fees** – Some clients may negotiate a fee for MMA's services in lieu of, or in addition to, retail commissions paid by insurance companies. Fee agreements are in writing, typically pursuant to a Client Service Agreement, which sets forth the services to be provided by MMA, the compensation to be paid to MMA, and the terms of MMA's engagement. The fee may be collected in whole, or in part, through the crediting of retail commissions collected by MMA for the client's placements.
- **Contingent Commissions** – Many insurers agree to pay contingent commissions to insurance producers who meet set goals for all or some of the policies the insurance producers place with the insurer during the current year. The set goals may include volume, profitability, retention and/or growth thresholds. Because the amount of contingent commission earned may vary depending on factors relating to an entire book of business over the course of a year, the amount of contingent commission attributable to any given policy typically will not be known at the time of placement.
- **Supplemental Commissions** – Certain insurers and wholesalers agree to pay supplemental commissions, which are based on an insurance producer's performance during the prior year. Supplemental commissions are paid as a percentage of premium that is set at the beginning of the calendar year. This percentage remains fixed for all eligible policies written by the insurer during the ensuing year. Unlike contingent commissions, the amount of supplemental commission is known at the time of insurance placement. Like contingent commissions, they may be based on volume, profitability, retention and/or growth.
- **Wholesale Broking Commissions** – Sometimes MMA acts as a wholesale insurance broker. In these placements, MMA is engaged by a retail agent that has the direct relationship with the insured. As the wholesaler, MMA may have specialized expertise, access to surplus lines markets, or access to specialized insurance facilities that the retail agent does not have. In these transactions, the insurer typically pays a commission that is divided between the retail and wholesale broker pursuant to arrangements made between them.
- **Medallion Program and Sponsorships** – Pursuant to MMA's Medallion Program, participating carriers sponsor educational programs, MMA events and other initiatives. Depending on their sponsorship levels, participating carriers are invited to attend meetings and events with MMA executives, have the opportunity to provide education and training to MMA colleagues and receive data reports from MMA. Insurers may also sponsor other national and regional programs and events.
- **Other Compensation & Sponsorships** – From time to time, MMA may be compensated by insurers for providing administrative services to clients on behalf of those insurers. Such amounts are typically calculated as a percentage of premium or are based on the number of insureds. Additionally, insurers may sponsor MMA training programs and events.

We will be pleased to provide you additional information about our compensation and information about alternative quotes upon your request. For more detailed information about the forms of compensation we receive please refer to our Marsh & McLennan Agency Compensation Guide at https://www.marshmma.com/us/compensation-guide.html.

[v2022-09]

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: March 26, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Professional Services Agreement with TransTax Advisors, LLC

ITEM DESCRIPTION: Included in the Board material is the professional services agreement with TransTax Advisors, LLC for the representation, preparation, and filing of qualifying Clean Energy Tax Credits to the U.S. Department of Treasury on behalf of Fresno Unified School District for a period of three years.

Fresno Unified School District continues to integrate alternative fuel strategies to generate air quality improvements through clean transportation technologies at the Operational Services Center. Historically, this includes the fueling of the Compressed Natural Gas (CNG) lower emission school buses. The district recently received six electric school buses and expects additional electric vehicles within the next four years. Fresno Unified School District is currently developing Phase I electric vehicle charging stations at the Operational Services Center. The construction is projected to be completed by the end of this year.

Additionally, in partnership with the San Joaquin Valley Air Pollution Control District as the lead agency, the district is receiving a U.S. Environmental Protection Agency (EPA) grant subaward to fund the purchase of four heavy-duty electric vehicle (EV) box trucks: one for Warehouse Services; and three for Nutrition Services. Therefore, Operational Services has initiated planning of the Phase II EV charging stations at the Operational Services Center. Separately, there are three school bus replacement EV grants pending with EPA. While grants may fund most of the direct costs of the clean energy projects, federal tax credits may reimburse the district of potential current and future costs beyond grant funds.

The federal tax credits, reimbursements, and/or payments potentially retroactive to FY 2023 include:

- Alternative Fuel Vehicle Refueling Property Credit for CNG fueling up to $100,000 per year
- Electric Vehicle Charging Equipment stations for up to 30% of the installation costs
- Commercial Clean Electric Vehicles include up to $40,000 per electric heavy-duty box truck

Payments to TransTax Advisors, LLC will be processed only as a percentage of the payments received from the U.S. Department of Treasury that are generated directly from the Clean Energy Tax Credits.

FINANCIAL SUMMARY: There is no financial impact on the district at this time.

PREPARED BY: Paul Rosencrans

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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

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

Contract Routing Form

Contract Attached

Contract Number: 234541

Federal Funding Will Not Be Used

Trans Tax Advisors, Llc	***4857 N. Peachtree Rd.***
Vendor Name	***Address***
404 426 0645	**W. Brett Duvall**
Phone Number	***Vendor Contact***
Term (Duration) From: 3/13/2025	**Through: 3/13/2028**
FUSD Contract Administrator: William.Belanger@fresnounified.org	**Operational Services**
Name	***Site/Dept***

Budget (Fund-Unit-Dept.-Activity-Function-Object) **030 0734 1921 5899 0000 8100**

Contract Amount: $600,000.00 **Estimated**

Scope of Work Summary: *Professional* Services *Agreement With Transtax Advisors, Llc For The Representation, Preparation, And Filing Of Qualifying Clean Energy Tax Credits To The U.S. Department Of Treasury On Behalf Of Fresno Unified For 1. Alternative Fuel Vehicle Refueling Property Credit For Cng Fueling; 2. Electric Vehicle Charging Equipment; 3. Commercial Clean Electric Vehicles Procured By Fresno Unified.*

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:** William Alex Belanger

2) Reviewed & approved by **Cabinet Level:** Paul Idsvoog

3) Vendor

4) Reviewed & approved by **Risk Management:**

5) Reviewed & approved by **Chief Financial Officer:**

Please return signed agreement back to (name/email) : Maryj.Gonzalez@Fresnounified.Org

Routing:BOE Board Date(if applicable): 4/9/2025

Procurement Detail | *Exempt/GC 53060 (non-fed funds)*

TransTax Advisors, LLC

1. **FRESNO UNIFIED SCHOOL DISTRICT ("CLIENT") INFORMATION**

Full legal business name: Fresno Unified School District

Type of entity and jurisdiction of formation: Local Education Agency in Fresno, California

Mailing Address of Client: 2309 Tulare Street Fresno, CA 93721

Telephone Number of Client (general): (559) 457-3186

Facsimile number of Client (general): (559) 457-3709

2. **TRANSTAX ADVISORS, LLC ("TransTax") INFORMATION**

Full legal business name: TransTax Advisors, LLC

Designated Personal Contact: Brett Duvall, President

Telephone Number of Personal Contact: 1-404-426-0645

Email address: brettduvall@transtaxadvisor.com

3. **EFFECTIVE DATE**

This Contract shall be in effect on the date ("Effective Date") that CLIENT and TransTax ("the Parties") sign this Contract and shall run for period provided in Subsection 6, entitled “TERM”.

4. **PURPOSE OF CONTRACT**

Pursuant to the terms of this Contract, TransTax will provide strategies, solutions, and services for CLIENT’s complex tax issues related to its operations in the United States. TransTax will review CLIENT’s business documents and Federal and state tax filings (including support), and any accompanying correspondence to identify any potential tax savings, credits, or refunds (occasionally referred to as “Opportunities”) throughout the duration of this Contract. TransTax will perform these services in good, professional, and workmanlike manner, complying with all applicable laws, statutes, ordinances, codes, rules and regulations. TransTax will provide this service both retrospectively and prospectively for the term(s) provided in the Section entitled "TERM; RENEWALS AND TRANSITION."

5. **LIMITATIONS OF ENGAGEMENT; NECESSARY THIRD PARTIES;**

TransTax will be fully responsible for any necessary third-party representation or services. Should it be necessary for CLIENT to have representation before the Internal Revenue Service ("IRS") or state tax authorities, TransTax may, in its discretion, retain the services of a third party to represent CLIENT. If other professional services are required for TransTax to meet its obligations under this Contract, TransTax may engage such professional services as is necessary for it to meets its obligations under this contract.

TransTax is fully responsible for all expenses arising from any necessary representation and professional services. TransTax's engagement with a necessary third-party pursuant to the terms of this section is subject to the approval of CLIENT, provided that CLIENT agrees that its approval of necessary representation and/or professional services is not unreasonably withheld or subjection to unreasonable conditions. CLIENT further agrees to not unduly withhold or delay its approval to pursue any claims identified by TransTax pursuant to the Section entitled "SCOPE OF SERVICES; FEES."

6. **TERM**

The Parties agree to a contract term of three (3) years beginning at the Effective Date.

7. **DOCUMENTS; DATA FILES**

To assist TransTax in its review of potential tax reductions and/or refunds, CLIENT agrees to provide TransTax electronic data files necessary to identify and locate records for review, including but without limitation, general ledgers, accounts payable data, database files, or spreadsheets. TransTax will assist CLIENT's personnel in determining the exact form for production. CLIENT acknowledges that TransTax shall have all necessary access and assistance with obtaining data necessary for TransTax to meet its obligations under this Contract. CLIENT acknowledges that TransTax's data extraction tools are proprietary, and CLIENT assumes no rights with respect to the data extraction tools.

TransTax agrees to assume all costs of preparing, modifying, or transmitting the data. Relevant data shall be transferred from CLIENT to TransTax through a mutually approved secure transfer site. CLIENT explicitly agrees not to transmit personally identifiable information to TransTax before entering a written agreement with TransTax regarding the date, time, and manner of transmission; identifying the types of personally identifiable information to be transferred to and

kept by TransTax; and, an explicit representation by CLIENT that it is not restricted from transferring personally identifiable information.

TransTax hereby agrees to provide the CLIENT with all the necessary information and documents in connection with TransTax and the third parties referred to in Section entitled "LIMITATIONS OF ENGAGEMENT; NECESSARY THIRD PARTIES" that the CLIENT may require from time to time to comply with the applicable laws and regulations.

8. **SCOPE OF SERVICES; FEES**

TransTax will review CLIENT's documents and electronic data to develop and propose Opportunities that are available to CLIENT and within the scope of this Contract. CLIENT agrees to provide its approval in a timely manner without undue delay. Upon receiving CLIENT's approval, TransTax will initiate all approved Opportunities. Events and transactions where Opportunities may exist include the following:

A. *Clean Energy Vehicle Credits* – TransTax will identify any tax savings, credits, or refunds associated with CLIENT's purchase and/or operation of clean energy vehicles and infrastructure open under statute at the time of initial filing ("Retrospective Opportunities"). TransTax will also assist CLIENT with identifying prospective tax savings, credits, or refunds ("Prospective Opportunities") on a continuing basis. TransTax will conduct a review of all possible Prospective Opportunities and will inform CLIENT of the potential opportunities and risks, if any. CLIENT will identify which opportunities it wishes to pursue, if any, and TransTax will assist CLIENT with the development of an internal strategy to facilitate inter-office coordination necessary to pursue Opportunities. TransTax will assist with any registration requirements, prepare all claims for refunds and/or appeals for submission to the Internal Revenue Service ("IRS") or other tax agencies.

B. *State and Federal Fuel Tax* – TransTax will identify any tax savings, credits, or refunds associated with CLIENT's fuel transactions open under statute at the time of initial filing ("Retrospective Opportunities"). TransTax will also assist CLIENT with identifying prospective tax savings, credits, or refunds ("Prospective Opportunities") on a continuing basis. TransTax will conduct a review of all possible Prospective Opportunities

and will inform CLIENT of the potential opportunities and risks, if any. CLIENT will identify which opportunities it wishes to pursue, if any, and TransTax will assist CLIENT with the development of an internal strategy to facilitate inter-office coordination necessary to pursue Opportunities. TransTax will prepare all claims for refunds and/or appeals for submission to the Internal Revenue Service ("IRS") or other tax agencies.

C. *Fee Structure* – If TransTax obtains any retrospective tax savings, credits, or refunds, CLIENT agrees to pay TransTax and hereby transfers, conveys, and assigns to TransTax all rights, title, interest, and ownership in and to twenty five percent (25%) of any excise tax savings, credits, or refunds from taxing authorities and/or vendors. This amount is inclusive of interest and any penalties that CLIENT receives from taxing authorities and/or vendors.

For any prospective tax savings obtained by CLIENT as a result of any strategies created by TransTax, in consideration and compensation of such service, CLIENT agrees to pay TransTax twenty percent (20%) of the associated prospective tax savings obtained throughout the term of the Contract.

CLIENT and TransTax agree the prospective tax savings are to be calculated as the difference between tax liability absent TransTax's recommended tax strategies and CLIENT's tax liability when incorporating TransTax's recommended tax strategies.

For both Retrospective Opportunities and Prospective Opportunities, CLIENT agrees that the calculation for payment(s) is based on the gross amounts attributable to TransTax and shall not be reduced by any existing or subsequent liabilities to CLIENT.

9. **Payment Due and Late Fees**

TransTax will submit to CLIENT invoices for services rendered at the rate provided in the Section entitled “SCOPE OF SERVICES; FEES” when CLIENT has received payment, refund, or credit from the IRS or other tax authority. For all fees, CLIENT agrees it shall pay TransTax within sixty (60) days of receipt of an invoice related to any tax savings, credits, or refunds (including interest) that result from a claim. CLIENT further agrees that interest in the amount of one and one-half

percent (1.5%) per month will apply to any past due fees. CLIENT shall assume all costs associated with collection of fees that are more than sixty (60) days past due, including, but not limited to, any legal fees or payments to any collection agency.

All payments under this Contract shall be made by wire transfer, ACH, or by check pursuant to invoicing instructions provided by TransTax. Payments are to be transferred by the invoiced due date. If such date is not a business day, payment is due on the next business day.

Without limitation, TransTax is entitled to payment pursuant to the terms provided in the Section entitled "SCOPE OF SERVICES; FEES" if CLIENT obtains and enjoys any tax savings, credits, or refunds by using TransTax's work product and/or proprietary information.

10. NOTICE; FORM

Any notice to be given under this Contract shall be in writing and delivered by electronic mail, personal delivery, hand delivery by courier, by overnight reputable international courier, or by placing such in the United States certified mail, return receipt requested. Notices to CLIENT and TransTax will be sent to the respective addresses provided on the first page of this Contract.

11. CONFIDENTIALITY

The Parties agree the existence and the terms of this Contract and any oral or written information exchanged between the Parties in connection with the preparation and performance this Contract are regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information, and without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third parties, except for the information that is necessary to effectuate performance under this Contract. Disclosure of any confidential information by the staff members or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Contract.

CLIENT further agrees that TransTax's work product, including procedures, techniques, and methodology, constitutes proprietary information. CLIENT agrees to maintain TransTax's work product with due care and confidentiality and to not disclose such information to any third party absent written approval by TransTax. This section shall survive the termination of this Contract for any reason.

12. **ENTIRE AGREEMENT & SUCCESSORS IN INTEREST**

This Contract contains the entire agreement between CLIENT and TransTax regarding the matters set forth herein and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors, and assigns of each.

13. **REPRESENTATION OF COMPREHENSION OF DOCUMENT**

In entering this Contract, CLIENT represents that the terms of this Contract have been completely read and understood by its authorized representative, and accordingly those terms are fully understood and voluntarily accepted.

14. **GOVERNING LAW; JURISDICTION**

This Contract shall be construed and interpreted in accordance with the laws of the State of California, and in no event will this document be construed in a manner inconsistent with California Law.

The Parties hereby submit to the jurisdiction of, and waive any venue objections against, the United States District Court for the Eastern District of California in any litigation arising out of this Contract.

15. **CONSTRUCTION**

CLIENT agrees that the terms and conditions of this Contract are the result of the negotiations between the Parties and/or their counsel, and that this Contract shall not be construed in favor of or against either CLIENT or TransTax.

16. **MODIFICATION**

This Contract may not be changed, altered, or modified except in writing signed by all necessary parties. This Contract may not be discharged except by performance in accordance with its terms or by a writing signed by all the necessary parties.

17. **SURVIVAL OF REPRESENTATIONS AND WARRANTIES**

All representations and warranties set forth in this Contract shall be deemed continuing and shall survive the effective date.

18. **EFFECTIVENESS**

This Contract shall become effective following the execution by the individuals designated below.

19. **SEVERABILITY OF CLAUSES**

If any sentence, phrase, provision, portion, or clause of this Contract should at any time be declared or adjudged invalid, unlawful, unconstitutional, or unenforceable for any reason, said adjudication or declaration shall in no manner or way affect the other sentences, phrases, provisions, portions, or clauses of this Contract, and all remaining portions shall remain in full force and effect as if the portion adjudged or declared invalid was not originally a part thereof.

20. **CONSEQUENTIAL DAMAGES**

NO PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS AND LOST AND/OR DAMAGED DATA OCCASIONED BY A BREACH OF ANY PROVISION OF THIS AGREEMENT EVEN IF APPRISED OF THE POSSIBILITY OF SUCH DAMAGES.

[SIGNATURES ON FOLLOWING PAGE]

TransTax Advisors, LLC

AGREED TO BY:

TRANSTAX ADVISORS, LLC

Feb 27, 2025

W. Brett Duvall, Esq. **Date**

President

FRESNO UNIFIED SCHOOL DISTRICT

Patrick Jensen **Date**

Chief Financial Officer

FRESNO UNIFIED SCHOOL DISTRICT

Mar 6, 2025

Stacey Sandoval **Date**

Director of Risk Management

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: March 26, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Agreement and Memorandum of Understanding with Benedict College

ITEM DESCRIPTION: Included in the Board material is an agreement and revised Memorandum of Understanding with Benedict College. This agreement is in support of the partnership between Benedict College and the Fresno Unified Historically Black Colleges and Universities (HBCU) Step-Up Program.

The HBCU Step-Up partnership with Benedict College covers tuition, instruction, and administrative costs at Bullard, Edison, and Sunnyside High Schools. The request seeks approval to increase funding to accommodate additional course offerings and the change of a one-unit class to a three-unit class starting Fall 2024.

FINANCIAL SUMMARY: Sufficient funds in the amount of $71,300 are available in the Title 1 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 Castillo (Mar 6, 2025 13:45 PST)

2309 Tulare Street,
Fresno, CA 93721
Stay Connected with Fresno Unified:
www.fresnounified.org

Fresno Unified School District
PURCHASING

Contract Routing Form

Re: Completed Amendment to Contract Attached

Contract Number: 232758

Federal Funding Will Be Used

Benedict College	***1600 Harden Street***
Vendor Name	***Address***
803-705-4761	**Dr. Roslyn Artis**
Phone Number	***Vendor Contact***
Term (Duration) From: 7/1/2024	**Through: 6/30/2025**
FUSD Contract Administrator: Ma.Yang@fresnounified.org	**College Readiness**
Name	***Site/Dept***

Budget (Fund-Unit-Dept.-Activity-Function-Object) **060 3010 0706 5899 1110 1000**

Original Contract: $61,500.00
Amended Contract: $71,300.00

Estimated

Scope of Work Summary: *Step* Up *Program Tuition And Services From Benedict College Amendment Adding A Class, Instruction And Services In The Summer And Increased Units In The Fall. Benedict College Step Up Program Tuition And Services Increase From $61,500 To $71,300.*

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:** Molly Yang

2) Reviewed & approved by **Cabinet Level:** Jeremy Ward

Carlos Castillo

3) Vendor Roslyn Artis (Mar 6, 2025 16:59 EST)

4) Reviewed & approved by **Risk Management:**

5) Reviewed & approved by **Chief Financial Officer:**

Please return signed agreement back to (name/email) : Shayla.Mendoza@Fresnounified.Org

Routing:BOE Board Date(if applicable): 3/26/2025

Procurement Detail |

Independent Contractor Services Agreement

2309 Tulare Street, Fresno, CA 93721
Stay Connected with Fresno Unified:
www.fresnounified.org

GENERAL INFORMATION Contract Number: *232758* Funding: *Federal Funding Will Be Used*

School/Department Budget:	**060 3010 0706 5899 1110 1000**
Contractor's Vendor Name:	***Benedict College***
Contractor's Contact Person:	**Dr. Roslyn Artis**
Contractor's Title:	***President And Ceo***
Contractor's Telephone Number:	**803-705-4761**
Contractor's E-mail:	***Roslyn.Artis@Benedict.Edu***
Contractor's Address:	***1600 Harden Street***
Original Contract Amount:	**$61,500.00** Original Contract Board Approval: **B-55 06-20-2024**
This Amendment Contract Amount:	**$71,300.00**

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

This Independent Contractor Services Agreement is made and entered into effective 7/1/2024 (the "Effective Date") by Fresno Unified School District ("District") and ***Benedict College*** ("Contractor").

I. Contractor Services. Contractor agrees to provide

a.) OBJECTIVE: Facilitate the transition between high school and college through the alignment of supports and enrollment in collegiate courses. Through dual enrollment and/ or high school enrichment, students have the opportunity to complete courses in an efficient timeline, while acquiring soft skills necessary to navigate postsecondary institutions, therefore improving the number of students completing a baccalaureate degree, therefore reducing the time of degree attainment. Additional attention will be directed to at -risk and marginalized students.

b.) REQUIREMENTS: Benedict College and Fresno Unified School District recognize the objectives in common to serve and prepare students: (a) educating and training students in preparation for further education and future employment, (b) providing residents an opportunity to attend an HBCU, encouraging FUSD students to explore options outside of California to meet their individual and cultural needs, increase college enrollment, and graduation within the African American community, and other communities.

c.) SPECIFIC TASKS: Benedict College will provide students with guidance and support to meet the criteria to enroll in dual credits at Benedict College. Dual credit courses are transferable if students attend California State Colleges within California after high school graduation or Benedict College.

d.) DELIVERABLES AND DELIVERY SCHEDULE: Please see attached MOU.

e.) NOTICE REGARDING LATE DELIVERY: Benedict will Invoice Fresno unified School District for Services and Tuition at the end of each Semester.

f.) PERSONNEL/ KEY PERSONNEL: Benedict College / Fresno Unified College and Career Readiness (Gloria Ponce Rodriguez, Nancy Witrado, Shayla Mendoza)

g.) GENERAL ACCEPTANCE CRITERIA: Please see attached MOU.

h.) HOURS OF WORK: Please see attached MOU.

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*
Dual Enrollment opportunities to expose our African American students to Historically Black College and Universities.	Collegiate Courses through Benedict College for HBCU Step Up Students	Provide Fresno Unified students with opportunities to participate in collegiate courses through an HBCU and explore opportunities and pathway to higher education.	Estimate 210 HBCU Step Up Program students, students	There will be yearly recruitment of 140 students to participate in the Step-Up Dual enrollment program with Benedict College. Students exposed to historically black colleges and universities HBCU). Students earn both high school and college credit during Junior and Senior year.	100% of all 140 HBCU Step-Up students will be successful in the Step-Up program by earning C grades or better and graduate with 13 college credits. Student's exposed to HBCU' s and College level course work.	Increase number of students from 140 to 210 by exploring additional cohorts of the program. Increase FUSD Students exposure to HBCU campuses with preparation for college. Increase college units to support college graduation attainment.

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

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

DISTRICT

Fresno Unified School District

Patrick Jensen, Chief Financial Officer

Date

CONTRACTOR

Benedict College

Roslyn Artis (Mar 6, 2025 16:59 EST)

Name:*Dr. Roslyn Artis , *Title: President And Ceo

Mar 6, 2025

Date

Approved As To Form:

Stacey Sandoval, Executive Director Risk Management

Mar 7, 2025

Date

Contract: BENEDICT COLLEGE

FUSD Contract Administrator: Ma.Yang@fresnounified.org

Attachments

Fresno Unified School District
PURCHASING
4498 N. Brawley
Fresno, CA 93722
559-457-3588

Contract Routing Form

Fresno Unified School District | PROCUREMENT SERVICES

Routing Contract Status: FINAL

Please review the attached document linked below. Apply your approval to continue routing by scrolling down to your signature line.

Budget Manager Signed FINAL this must be cleared if you are trying to re-route a corrected version.

Fresno Benedict contract 2 from 5.3.24.pdf 456.42KB

Contract Attachments Exhibits/Appendices/Quotes etc..

Agenda Item Required for Amendments or items that have already been board approved and need signatures.

Original Agreement Required for Amendments

VENDOR INFORMATION (as found in AMS)

Benedict College

Vendor Contact Primary/Signature Authority

Dr. Roslyn Artis

Vendor Email Roslyn.Artis@benedict.edu

SCHOOL SITE/DEPARTMENT INFORMATION

Site/Department College Readiness

Site Contact Email Nancy.Witrado@fresnounified.org

Site Contact Phone 5592487430

CONTRACT DETAILS

Contract Total $ 61,500.00

Amount is: Estimated

Contract Start Date 7/1/2024

Contract End Date 6/30/2025

Summarized Services to be provided For services to be provided, keep the description simple and clear. This description will appear on the matrix for Board of Education approval. (Maximum of 200 characters)

HBCU Step Up Program Dual Enrollment Tuition and instruction.

Date item is to appear on Board of Education Agenda: (Contracts of $15,000 or more)

6/20/2024

Contract Issued to

Routing Approvals

Review Instructions:

- Approval: apply signature and click submit button on bottom of this page
- Rejection: change phase from FINAL to DRAFT and click reject button on bottom of this page. Apply comments so that the initiator/requestor will know what may need to me modified, or why this contract is rejected.

Contract Phase FINAL

Department Leader Nancy.Witrado@fresnounified.org

Department Leader Signature



Toni Jorge | 5/22/2024 5/22/2024 11:31:45 PM | Approve | IP Address: 10.253.32.27

Cabinet Level Officer Chief Academic Officer

Cabinet Level Officer



Tonisha Hargrove | 5/7/2024 5/7/2024 2:58:30 PM

Stacey Sandoval, ***Executive Director Risk Management*** 6/13/2024

Patrick Jensen, ***Chief Financial Officer*** 7/8/2024

Reviewer/Approver: Use the comments box below to provide feedback or request changes to be made. The comments will be sent to the originator so that appropriate updates can be made for resubmission.

Fresno Unified School District

Independent Contractor Services Agreement

2309 Tulare Street, Fresno, CA 93721

Achieving our Greatest Potential!

GENERAL INFORMATION **Contract Number:** 168090 Federal Funding will not be used

School/Department Budget: .030 .3010 .0706 .5899 .1110 .3110

District Contact Person: Nancy.Witrado@fresnounified.org

Budget Manager Approval: Nancy Witrado

Contractor's Vendor Name: Benedict College

Contractor's Contact Person: Dr. Roslyn Artis

Contractor's Title: President and CEO of Benedict College

Contractor's Telephone Number: (803) 705-4761

Contractor's E-mail: Roslyn.Artis@benedict.edu

Contractor's Address: 1600 Harden St, Columbia, SC 29204

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

This Independent Contractor Services Agreement is made and entered into effective July 1, 2024 (the "Effective Date") by Fresno Unified School District("District") and Benedict College ("Contractor").

1. Contractor Services. Contractor agrees to provide

a.) OBJECTIVE: Facilitate the transition between high school and college through the alignment of supports and enrollment in collegiate courses. Through dual enrollment and/or high school enrichment, students have the opportunity to complete courses in an efficient timeline, while acquiring soft skills necessary to navigate post-secondary institutions, therefore improving the number of students completing a baccalaureate degree, therefore reducing the time of degree attainment. Additional attention will be directed to at-risk and marginalized students.

b.) REQUIREMENTS: Benedict College and Fresno Unified School District recognize the objectives in common to serve and prepare students: (a) educating and training students in preparation for further education and future employment, (b) providing residents an opportunity to attend an HBCU, encouraging FUSD students to explore options outside of California to meet their individual and cultural needs, increase college enrollment, and graduation within the African American community, and other communities.

c.) SPECIFIC TASKS: Benedict College will provide students with guidance and support to meet the criteria to enroll in dual credits at Benedict College. Dual credit courses are transferable if students attend California State Colleges within California after high school graduation or Benedict College.

d.) DELIVERABLES AND DELIVERY SCHEDULE: Please see attached MOU.

e.) NOTICE REGARDING LATE DELIVERY: Benedict will Invoice Fresno unified School District for Services and Tuition at the end of each Semester.

f.) PERSONNEL/KEY PERSONNEL: Benedict College / Fresno Unified College and Career Readiness (Gloria Ponce Rodriguez, Nancy Witrado, Shayla Mendoza)

g.) GENERAL ACCEPTANCE CRITERIA: Please see attached MOU.

h.) HOURS OF WORK: Please see attached MOU.

Academic Return on Investment

to be completed by district staff

Situation	Inputs	Outputs		Outcomes (Must be measurable)		
		Activities	*Participants*	*Short-term (Learning)*	***Medium-term*** *(Change in Behavior or Performance)*	***Long-term*** *(Change in Condition)*
		What we do	*Who we reach*	*Expect to see*	*Want to see*	*Hope to see*
Dual Enrollment opportunities to expose our African American students to Historically Black College and Universities.	Collegiate Courses through Benedict College for HBCU Step Up Students	Provide Fresno Unified students with opportunities to participate in collegiate courses through an HBCU and explore opportunities and pathway to higher education.	Estimate 210 HBCU Step Up Program students.	Students exposed to historically black colleges and universities (HBCU). Students earn both high school and college credit during Junior and Senior year.	140 Student's exposed to HBCU's and College level course work.	Increase FUSD Students exposure to HBCU campuses with preparation for college. Increase college units to support college graduation attainment.

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

3. Term. This Agreement shall begin on July 1, 2024, and shall terminate on June 30, 2025. There shall be no extension of the term of the agreement without express written consent from all parties.

4. Payment. District agrees to pay Contractor at following rate of $44,800.00 per year, not to exceed $61,500.00. Checks will be made payable to Benedict College. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

5. Incidental Expenses. ☑ Yes (See below) ☐ No, Vendor initial here _____

   a. Lodging $.00 Actual cost. Not to exceed IRS Travel per diem limits *Receipt Required.*
   b. Meals $.00 Reimbursement limited to actual cost up to IRS M&IE per diem rates for: Breakfast, Lunch, and Dinner *Receipt Required.*
   c. Travel $.00 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
   d. Supplies $.00 As negotiated with school/department contracting for service.
   e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): $61,500.00
   f. Other $.00

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

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

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

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

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

Contractor's initials RCA/jw District's initials SS

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

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

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

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

13. Confidential Information

a. For the purposes of this Agreement "Confidential Information" includes any written or oral information or data, disclosed by either Party to the other, which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, administration, plan design, benefits or contractual affairs of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.

b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a "need to know," and who are themselves bound by similar nondisclosure restrictions (collectively, "Representatives"). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the District in writing within three (3) business days. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph
13.B. Upon the request of the District, Contractor shall provide a written acknowledgment from each of its Representatives that said Representative is bound by the terms of this Paragraph 13.B.

c. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information.

d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:

   i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;

   ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the District an opportunity to seek appropriate protection; and

   iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.

e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the District. By granting access to Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any Confidential Information. After its review of the Confidential Information Contractor will return to the District all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the District's permission destroy the Confidential Information and certify in writing that it has been destroyed.

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

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

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

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

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

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

16. Insurance. Without limiting "Contractor" indemnification, it is agreed that "Contractor" shall secure and maintain in force during the term of this Agreement a **Commercial General Liability** policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than two million ($2,000,000) dollars per occurrence, four million ($4,000,000) annual aggregate limit. **Business automobile Liability** Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than two million ($2,000,000) dollars per occurrence. In the event "Contractor" is working with students individually or providing professional services to students, "Contractor" shall maintain a policy providing coverage for sexual molestation and/or abuse claims. In the event that "Contractor's" Commercial General liability policy excludes coverage for sexual molestation and/or abuse claims shall be required to procure a separate or supplemental policy providing such coverage. The limits of coverage for the **abuse and molestation policy** shall be not less than $2,000,000 per claim and $4,000,000 aggregate. If any of the required policies provide coverage on a claims-made basis then the following shall apply; 1) The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work; 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work; (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. Self-insured retentions must be declared to and approved by District. The District may require "Contractor" to provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention. The policy shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.
The District shall be named as an additional insured on the policies by separate endorsement. A Certificate of Insurance and endorsements shall be **attached to 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.

17. Independent Contractor Status. While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

18. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.

19. Fingerprinting Requirements. Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor and its consultants, prior to any of the Contractor 's employees, or those of any other consultants, coming into contact with the District's pupils submit through the DISTRICT fingerprints to the Department of Justice (DOJ) for the monitoring and supervision of employee(s) and/or affiliated constituents. Contractor will not begin work on the Project site until obtaining a DOJ cleared status through the DISTRICT. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant certifies Consultants certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1."Fingerprinting Requirements," is expressly understood and agreed to by the parties hereto:

Contractor's initials RCA/jp District's initials SS

20. Taxes. Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. District will not withhold FICA (Social Security), state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor is independently responsible for the payment of all applicable taxes.

21. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.

22. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.

23. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

24. Waiver and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior court in Fresno, California.

26. Attorney's Fees. The non-prevailing party in any dispute under this Agreement shall pay all costs and expenses, including expert witness fees and attorney's fees, incurred by the prevailing party in resolving such dispute.

27. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company or to an officer of the corporation for whom it was intended, or if delivered to or sent by registered or certified mail to the last business address known to the person who gives the notice.

District:

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

Contractor: Benedict College

Name: Dr. Roslyn Artis

Address:
1600 Harden St, Columbia, SC 29204

c: Risk Management Fresno
Unified School District 2309
Tulare Street
Fresno, CA 93721

28. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements for the performance of its duties under this agreement and that failure to do shall constitute material breach.

29. Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

30. Construction. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.

31. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

32. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

33. Board Approval. For contracts in excess of **$15,000.00**, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.

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

7/8/2024

Date

CONTRACTOR

Benedict College

Name: Dr. Roslyn Artis ***, Title:*** President and CEO of Benec

5/3/24

Date

Approved As To Form:

Stacey Sandoval, Executive Director
Risk Management

6/13/2024

Date

Benedict College_168090_RF-FINAL_396894

Final Audit Report 2024-06-13

Created:	2024-06-13
By:	Toni Jorge (toni.jorge@fresnounified.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXbKqwO8CDVEz3oPwNDtqSAnG3463-m6F

"Benedict College_168090_RF-FINAL_396894" History

Document created by Toni Jorge (toni.jorge@fresnounified.org)
2024-06-13 - 7:05:22 PM GMT- IP address: 206.78.213.131

Document emailed to Nancy Witrado (nancy.witrado@fresnounified.org) for signature
2024-06-13 - 7:06:50 PM GMT

Email viewed by Nancy Witrado (nancy.witrado@fresnounified.org)
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Document e-signed by Nancy Witrado (nancy.witrado@fresnounified.org)
Signature Date: 2024-06-13 - 7:10:23 PM GMT - Time Source: server- IP address: 206.78.213.81

Agreement completed.
2024-06-13 - 7:10:23 PM GMT

A MEMORANDUM OF UNDERSTANDING (MOU)
Between
BENEDICT COLLEGE and FRESNO UNIFIED SCHOOL DISTRICT (FUSD)

This Memorandum of Understanding (MOU) between

Fresno Unified School District (FUSD) and Benedict College jointly support the fulfillment of dual credit coursework for FUSD high school students. The purpose of the Memorandum of Understanding (MOU) is to establish a partnership that provides post-secondary opportunities for a cohort of 70 eligible FUSD high school juniors and seniors across three comprehensive high schools (Sunnyside, Edison, and Bullard), specifically in dual enrollment courses with intentions of developing and implementing future cohorts of an additional 70 students. The program allows qualified students to earn college credits, reduce college tuition, make a smoother transition into higher education, and increase the likelihood of graduating from high school and college. This MOU shall become effective in **September 2022** and terminate in **July 2026.** Payment for services will be invoiced after each semester's deadline drop date services are provided to FUSD Step-Up students. Please see the breakdown charges under COST. We foresee a separate addendum, signed by both Parties, and will state modifications to the terms of this MOU.

The MOU Pilot program between Benedict College and FUSD outlines the responsibilities related to the dual enrollment for both Parties and the success of the first cohort of students. The MOU may expand to include an additional cohort of students and courses between Benedict and FUSD.

FUSD is the third-largest school district in California, serving students from K-12th grades. It has seven comprehensive high schools, three specialty magnet high schools, seventeen middle schools, and sixty-five elementary schools. FUSD is in the heart of California. There are 106 schools serving 74,000 students. The student population is diverse, with approximately one hundred languages and dialects.

Benedict College, a Historically Black College & University (HBCU) and a United Negro College Fund (UNCF) member college, was founded in 1870. Benedict College is a private co-educational liberal arts institution with over 1,700 students. Benedict College is accredited by the Southern Association of Colleges and Schools Commission on Colleges to award baccalaureate and master's degrees. Five college degree programs hold national accreditation: Social Work, Environmental Health Science, Studio Art, Environmental Engineering, and the Tyrone Adam Burroughs School of Business and Entrepreneurship. The college is in Columbia, SC.

Dual Enrollment, or dual credit, is a primary term used to describe college-credit courses made available to high school students in which the student earns credit on both their college and high school transcripts. Students must pass a dual enrollment class with a letter grade of C or better to earn college credit. The grade earned will be part of the student's college academic record and high school transcript.

COLLABORATION: Benedict College and Fresno Unified School District recognize the objectives in common to serve and prepare students: (a) educating and training students in preparation for further education and future employment, (b) providing residents an opportunity to attend an HBCU, encouraging FUSD students to explore options outside of California to meet their individual and cultural needs, increase college enrollment, and graduation within the African American community, and other communities.

Potential Outcomes for FUSD students:

- More likely to graduate from high school
- Early HBCU college experience
- Improve academic outcomes for students, particularly those from low-income households
- More likely to transition to a four-year college (rather than a two-year college)
- Less likely to take basic skills courses in college
- More likely to persist in secondary education and transfer credits to other universities if desired
- Opportunity to accumulate college credits
  (Source: The James Irvine Foundation, 2012)

PARTIES:

Benedict College, hereinafter also referred to as Benedict, and the Fresno Unified School District, also referred to as "FUSD," collectively referred to as "Parties."

RECITALS:

1. WHEREAS Parties to this MOU desire to engage in a mutual partnership to provide dual credits and foster increased educational opportunities for FUSD students attending Benedict College.

2. WHEREAS, Fresno Unified School District and Benedict College have qualified staff, faculty, teachers, materials, resources, and equipment to provide the services outlined by this MOU.

3. WHEREAS Parties to this MOU provide students with guidance and support to meet the criteria to enroll in dual credits at Benedict College. This MOU accentuates the commitment of both agencies to improving the educational attainment of FUSD students and reinforces the collaboration necessary to achieve this level of success to matriculate to higher education.

4. WHEREAS Fresno Unified School District and Benedict College agree that dual credit courses are transferable if students attend California State Colleges within California after high school graduation or Benedict College.

5. WHEREAS The MOU allows the release of personally identifiable student information as authorized under the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), a federal law that protects the privacy of student education records, as well as the parallel provisions of California Education Code § 49076. FERPA applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

6. WHEREAS under FERPA laws permits the release of personally identifiable student data without prior written parental or student consent if the release is to "organizations conducting studies for, or on behalf of, educational agencies or institutions to develop, validate, or administering predictive tests, administering student aid programs, and improving instruction, if such studies are conducted in such a manner as will not permit the personal identification of students and their parents by persons other than representatives of such organizations and such information will be destroyed when no longer needed for the purpose for which it is conducted." (20 USC 1232g (b)(1)(F); See, accord, California Education Code § 49076(a)(2)(E).) 6.

7. WHEREAS FERPA further permits the release of personally identifiable student data without prior written parental or student consent if the release is to authorize representatives of State and local educational authorities for the purpose of auditing or evaluating a Federal or State-supported educational program. (20 USC 1232g(b)(1)(C), (b)(3) and (b)(5); see accord, California Education Code § 49076(a)(1)(C).) The FERPA implementing regulation at 34 CFR § 99.31(a)(3) allows schools to disclose student records, subject to the requirements of 34 CFR § 99.35, without parental or student consent to: Authorized representatives of State and local educational authorities (the "audit or evaluation exception").

TERMS

NOW, THEREFORE, In consideration of their mutual covenants and conditions, Parties hereto agree to work together to implement this MOU as follows. This MOU shall become effective **September 2022** and terminate in **July 2026** unless by a separate addendum, signed by both Parties and will state modifications to the terms of this MOU.

The FUSD agrees to:

- Identify academically promising students in the 10th grade who are rising juniors who are eligible to receive the designation of participating in the dual credit program between FUSD and Benedict College.
- Finalizing the selection process will include implementing multiple measures to evaluate student selection and ensure success in the program.
- The FUSD Step Up HBCU Dual Enrollment Manager II, counselors, and interdisciplinary team will convene and determine student eligibility for admission and continued enrollment throughout the program.
- College credit shall be awarded upon completing the dual credit course requirements and will become part of the student's official college transcript. The award of college credit will follow appropriate accreditation standards by Benedict College and California colleges and universities.
- High School credit shall be awarded upon completing the dual credit course requirements and will become part of the student's official high school transcript. The award of dual credit will follow appropriate accreditation standards by the California Department of Education and FUSD.
- If students wish to appeal to a grade, they must follow the Benedict grade appeal/change of grade policy published in the current Benedict Student Handbook.
- Identify one teacher from each high school to facilitate the dual credit courses online. Teacher responsibilities will include but are not limited to taking attendance, managing the classroom, and using a monitoring tool on a daily and/or weekly basis for case management during their case management period (s) while Benedict's instructor conducts the course.
- The high school counselor and designated Champion will be the primary contacts for students; they will disseminate information from FUSD (HBCU Dual Enrollment Manager) to students concerning the program, policies, and procedures and implement the program set forth by the District Manager II.

- The District Manager II will monitor the success champion's documentation on the monitoring tools and, when needed, intervene to ensure the program's success. Ensure attendance, classroom behavior, and case management notes are noted in daily and weekly reports.

- Dual credit courses. The FUSD Step Up Advisory Team will determine the final selection of desired courses for the program.

- FUSD Manager II will provide oversight and arrange the scheduling to permit meetings (at least monthly) of student participants in the program to support their progress through the dual enrollment curriculum.

- The district will take reasonable steps to ensure that each student meets the designated academic performance level, which entitles the student to retain the dual credit designation.
- The FUSD Manager will ensure student drops/withdrawals are reported using the standard Benedict form; FUSD's manager must submit forms to the College and Career Readiness Office in accordance with Benedict's academic calendar.
- Communicate the process for admission and registration to students and parents.
- Provide the facilities or virtual platform for FUSD to host an information session for students accepted into the dual course program. The program is geared to support and inspire students to learn more about matriculating into higher education.
- Assist a cohort of up to seventy (70) students with completing a comprehensive admission application if they decide to apply to Benedict.

- FUSD will pay for textbooks for students enrolled in the program and select three teachers to support and maintain the classroom structure, technology, attendance, and other tasks within the scope of the teaching position for the STEP-UP dual enrollment program.

- Official transcripts for each student will be available to the Benedict College team before course scheduling.

- Students below a 2.0 Grade Point Average and a grade "C" and below (GPA) in high school semester courses are not eligible to participate in the dual enrollment program. Students must maintain a "C" and above grade point average in high school's A-G courses.

- Students must earn a minimum grade of "C" in each Benedict course to enroll in each subsequent course at Benedict.

- The first course is a first-year College Experience course (1 credit) that may or may not be transferable to the university the student will attend. This course is recommended so that students are successful within the program. Historically, the First-year Experience course has proven successful and is offered at most HBCUs (Historically Black Colleges & Universities) as additional support and serves as a retention and strategy tool for first-generation students.

- First-year general education courses such as elective, English, and history will be part of the dual credit program. These courses are transferable to colleges and potentially reduce college costs for college or university students.

- Additional dual credits will be determined by both parties in Science, Technology, Engineering, and upper-level Math (STEM) or other recommended courses from 2024 to 2026.

- Recruit Hispanic and other students to attend Benedict College to help meet the goal of Hispanic enrollment at Benedict.

- Site leaders will receive continuous professional development to understand cultural relative practices and resources for engaging with members of underserved communities.

Benedict College agrees to:

- Conduct orientation sessions for FUSD students, parents, and staff.

- Assign a qualified faculty member to instruct each dual enrollment course.

- Adjust the beginning and ending dates of each course in accordance with the FUSD calendar.

- Provide technical and administrative support to each student to ensure access to online course materials.

- Assign each FUSD student enrolled in the program a Benedict College email address and a learning management account.

- Identify a Student Success Specialist as the primary contact for FUSD students.

- Provide learning materials and support services, such as tutoring, for enrolled FUSD student.

- Provide academic accommodation for students who self-identify and submit appropriate documentation via the Benedict College Office of Accessibility Services & Accommodations website.

- Provide support and coordinate sit-in classroom visits for FUSD students visiting Benedict College during the FUSD College Tour, which is scheduled for the Spring semesters.
- Transmit the final grades to FUSD through the appropriate channels (FUSD administrators may access mid-term grades via the learning management system's gradebook).

- Provide access to class attendance and grade book records via the learning management system to FUSD staff in accordance with Benedict and FUSD policies.

- Provide one complimentary official transcript per student per academic year upon the student's request.

- With appropriate release and FERPA documents in place, Benedict College will send grade reports in Excel format to FUSD via direct email from the Registrar's Office at the end of each academic term.

- If students drop a course before the deadline date set by Benedict College, they will not be penalized or charged.

- If a student drops a course after the deadline, the district will be penalized with charges. Dual enrollment students must adhere to the academic deadlines set by Benedict College.

- During Summer 2023, the team will conduct a full assessment and use the findings to adjust for improvements and expansion. The new cohort will be offered an in-person summer course (College Experience) as part of their STEP-UP onboarding experience (scheduled to be implemented in 2024).

PROGRESS AND MONITORING

- The HBCU Dual Enrollment Manager will host weekly or bi-weekly check-in meetings with champions. Champions will report activities for the week and any discrepancies or needed support for students who are not completing assignments on time or need additional support.

- The HBCU Dual Enrollment Manager will be available weekly for virtual office hours to address student concerns, questions about course content, and overall classroom performance.
- Champions' primary responsibility is to monitor student progress during the free period and note the monitoring tool to ensure student success in the Benedict course and other high school courses. This will determine whether resources are required while in the program.
- The Step-Up Counselors will also follow up with students and parents to ensure that parents are aware of their children's performance.
- The HBCU Dual Enrollment Manager will intervene if there is a potential drop in the program or excessive assignments missing from the Benedict or high school courses.
- The HBCU Dual Enrollment Manager will be the only individual who submits the drop form provided by Benedict to remove a student from the program.
- The HBCU Dual Enrollment Manager will secure two Teaching Fellows for each of the sites to tutor, assist, and support students in the classroom

TRANSCRIPTS AND GRADES:

- The official grades originally sent to FUSD are accepted via an Excel spreadsheet from Benedict's registrar's Office. If a grade needs to be corrected from the original submission to FUSD, Benedict's Registrar's office will need to send an official transcript with the corrected grade to FUSD to make corrections on the FUSD transcript and Atlas student information system.
- If a student disputes a grade and appeals for grade change consideration that is justified due to unavoidable circumstances or extenuating situations, both (Benedict and FUSD) will need evidence and a written appeal from the student supported by their respective champion.
- If Benedict College approves a grade change, Benedict's official transcript with the corrected grade will be sent to FUSD's district officials in the College and Career Readiness office to make corrections on the high school transcript.

INCOMPLETE GRADES: An Incomplete (I) is given, upon approval of the Benedict faculty member and the FUSD Champion, when documented illness, excused absences, or other legitimate reasons prevent the student from completing the course. Incompletes are normally only considered for students who have completed at least 60% of the course requirements. If the student is prevented from completing the course, taking the final examination, or completing a major class project on time, the Champion may request an "I" designation from the instructor. The FUSD champion must complete the Incomplete Grade Request Form and be approved by the department chair and dean. The form lists all the requirements the student must complete to remove the "I" designation by the dates designated. An Incomplete that is not adjusted during the allotted period becomes a failing grade of "F" unless the champion requests an extension based upon extenuating circumstances. The form must be submitted to the Registrar's Office when grades are submitted for the "I" to be accepted officially. The students must complete the requirements outlined on the Incomplete Grade Request Form within two weeks from approval (policy adapted from the Benedict College Handbook).

- The student cannot wait until the end of the semester to request incomplete class work due to internet or technical difficulties.
- FUSD will accept official final grades from Benedict's Registrar.
- Benedict is responsible for maintaining a dual credit student's college transcript.

COST: The funding obligation of FUSD under this MOU for dual credit is $65 per semester credit hour. Students can earn up to 13 credits at $65 per credit. Benedict College is pleased to be in partnership with the Fresno Unified School District (FUSD) to provide dual enrollment opportunities for students who may otherwise not have exposure to a high-quality educational program at a Historically Black College or University (HBCU). In accordance with the institutional mission to provide transformational educational experiences for a diverse student population, Benedict College is invested in extending its reach to FUSD students.

During Year 1 (2022-2023) courses were offered at the rate of $65.00 per semester credit hour (for fees) with no charge for tuition or other costs. The College will continue to waive the cost of tuition, which is **$635.00** per semester credit hour per student. However, to provide the level of intensive instruction and support needed to ensure FUSD student success, Benedict College is requesting funds from FUSD to cover the core instructional costs and academic support costs of the dual enrollment program in the amount of **$174,900** for the three-year period.

Direct Costs for Instruction $72,200

As shown in the table above, the direct costs for instruction for the three cohorts from September 2023 through June 2026 is $**72,200**

	Sept. – Dec. 2023	Jan. – June 2024	JULY 2024 *Summer Class for Cohort III	Sept. - Dec. 2024	Jan. – June 2025 *New Psych course for Cohort III	Sept. – Dec. 2025	Jan.-June 2026	
Cohort 1 (N=up to 70)	3 sections (9 sch)	3 sections (9 sch)						
Cohort 2 (N=up to 70)	3 sections (3 sch)	3 sections (9 sch)		3 sections (9 sch)	3 sections (9 sch)			
Cohort 3 (N=up to 70)			SUMMER COURSE	3 sections (9 sch)	3 sections (9 sch)	3 sections (9 sch)	3 sections (9 sch)	
TOTAL	12 sch	18 sch	**1 sch**	18sch	18 sch	9 sch	9 sch	
	$9,600	$14,400	**$5,000**	**$14,400**	$14,400	$7,200	$7,200	**TOTAL $72,200**

*$800 per semester credit hour is the rate at which instructors are paid

Academic Support Costs ($112,500)

Benedict College has made all academic resources available to FUSD students, including tuition-paying students. These include, but are not limited to: Canvas (learning management system), Knack (tutoring platform), Starfish (retention support platform), Labster (virtual lab platform), library services, Cengage (learning resource and electronic textbook platform), etc. These and other academic support services will continue to be provided to FUSD students at no cost.

The institution requests funds for a Student Success Specialist for the dual enrollment program in the amount of $37,500 annually, which is 75% of the salary for a Student Success Specialist. For three years, this will total **$112,500.** Based on the depth and number of interactions needed so far by our Student Success team to onboard and continually communicate with students and others, it is clear that the coordination currently provided by staffer and faculty must be continued so that the students and the champions at the three schools can have the dedicated human resources support needed to facilitate student learning.

INSTRUCTION: Each dual enrollment course will be in a synchronous, virtual format (via Microsoft Teams). Recordings will be provided to all students within 48 hours of each class session. At least 15 clock hours of instruction will be provided for each semester credit hour. Students must keep their cameras on via virtual instructional platforms during classroom instruction. When attending class virtually, students cannot wear head coverings other than those allowed for religious purposes. Students will have access to "Passport to Canvas" to receive training and to learn how to navigate the Benedict College portal, classroom instruction, and other applications. The following are the recommendations for Cohort I, II, and III students of the Step-Up Program. Cohort I will begin 2022-2024, Cohort II 2023-2025, and Cohort III 2024 to 2026 for each academic year, possibly adding the course to a total of 13 credit hours for Cohort III. The recommendation for Cohort III is a psychology course.

Cohort I

- FA22 AA 111 - The College Experience I (1 credit)
- SP23 HIST 130 - African American History (3 credits)
- FA23 ENG 131 – Analysis Argumentation (3-credits)
- SP 24 ENG 237 - Oral Communication (3-credits)

FA =Fall Semester SP =Spring Semester

Cohort II

- FA23 AA 111 - The College Experience I (1 credit)
- SP24 HIST 130 - African American History (3 credits)
- FA24 ENG 131 – Analysis Argumentation (3-credits)
- SP 25 ENG 237 - Oral Communication (3-credits)

FA =Fall Semester SP =Spring Semester

Cohort III

- SUM24 AA 111 – The College Experience I (1-credit)
- FA24 HIST 130 - African American History (3-credit)
- SP25 PSY 130- Intro to Psychology (3-credits)
- FA25 ENG 131 – Analysis Argumentation
- SP 26 ENG 237 - Oral Communication

FA =Fall Semester SP =Spring Semester

DATA SHARING

1. The Parties shall use the Data only for the purpose described in the MOU. FUSD and Benedict College shall not use the Data for personal gain or profit of any individual; it is understood and acknowledged that the successful conclusion of the dual enrollment initiative contemplated by the MOU should benefit all Parties and their students.

2. The Parties shall keep all Data in a location physically and electronically secure from unauthorized access. Data shall be stored and processed so unauthorized persons cannot retrieve or alter the information using a computer, remote terminal, or other means.

3. The Parties shall employ qualified personnel who are proficient and experienced in managing and securing confidential data ("Qualified Personnel"). The Parties agree to restrict distribution of personally identifiable matched data to Qualified Personnel, with the understanding that personally identifiable information will be released only for the purposes established in the MOU.

4. The Parties acknowledge and agree that any Data disclosed under the MOU remains the property of the disclosing Party. As such, the Parties further agree that Data files shall be destroyed or returned to the Party disclosing the Data when no longer needed for the purpose for which it was obtained, in compliance with 34 CFR §99.31(6)(iii)(B); §.99.35 (b)(2) or upon expiration or termination of the MOU as set forth below. In accordance with the requirements of 34 CFR § 99.31(b)(6)(iii)(C)(4) and § 99.35(a)(3)(iv), the Parties agree that upon the occurrence of an event that triggers a duty to destroy or return data as set forth above, the Data shall be destroyed or returned to the disclosing Party within thirty (30) days of the occurrence.

STUDENT CONDUCT AND SUSPENSIONS: Students in the program are subject to appropriate disciplinary sanctions, ranging from a verbal or written warning to suspension and expulsion from FUSD. Benedict College administration will be notified within one business day if a student is recommended for suspension or expulsion. Before dropping a student from the program, the FUSD staff and Benedict's administration will work with the school site leaders to determine appropriate action. The district's commitment to maintaining an environment that recognizes and supports the rights of its students while providing a guide for defining behaviors that FUSD and Benedict consider inappropriate and grounds for suspension will be finalized by both Parties. After a decision is finalized, students who participate in the Step-Up Pathway and who receive a sanction of suspension or expulsion from FUSD will be dropped from the Step-Up Pathway program. Both parties will hold a hearing if the student appeals for reinstatement. Benedict's code of conduct policies and guidelines are implemented to protect the integrity of the college.

MODIFICATION: Any subject of this MOU may be modified with the written consent of both parties. The designated Benedict College and school district officials may review and revise the agreement to continue this partnership after a full assessment and use the findings to adjust for improvements and expansion.

ASSIGNMENT: No Party hereto shall assign, transfer nor subcontract this MOU nor their rights, burdens, duties, or obligations under this MOU without the other party's prior written consent.

LIABILITIES OF PARTIES: Dual credit status shall neither enhance nor diminish on/off-campus liabilities for the College or School District. Risk management and liabilities shall follow the College and School District policies and codes of conduct.

IN WITNESS THEREOF, the parties FUSD have executed this MOU in Fresno, California, and parties of Benedict College have executed this MOU in Columbia, South Carolina.

Dr. Roslyn Clark Artis, President and CEO
Benedict College

Date: 1/30/2025

Msity Her, Interim Superintendent
Fresno Unified School District

Date: _____

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: March 26, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Award of Bid 25-21, Baird Middle School Heating, Ventilation, Air Conditioning and Energy Management System Replacements

ITEM DESCRIPTION: Included in the Board material is information on 25-21, Baird Middle School Heating, Ventilation, Air Conditioning and Energy Management System Replacements. This project will upgrade the gymnasium with mechanical cooling, replace classroom air handlers, heat pumps, and energy management systems. The project will provide new, more energy efficient equipment, capable of providing Minimum Efficiency Reporting Value-13 (MERV-13) filtration and increased air exchange rates. The existing systems are over 25 years old and require replacement due to age, condition, repair history, and difficulty in locating replacement parts.

The request for bids was lawfully advertised on January 13, 2025. Notifications were sent to 158 firms plus five construction trade publications, and the district received five responses. Bids were opened on February 13, 2025. Staff recommends award to the lowest responsive, responsible bidder:

New England Sheet Metal and Mechanical Co. (Fresno, California) $1,279,000

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

FINANCIAL SUMMARY: Sufficient funds in the amount of $1,279,000 are available in the Measure M Funds.

PREPARED BY: Ann Loorz

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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

FRESNO UNIFIED SCHOOL DISTRICT
BID TABULATION

BID NO. 25-21, BAIRD MIDDLE SCHOOL HEATING, VENTILATION, AIR CONDITIONING AND ENERGY MANAGEMENT SYSTEMS REPLACEMENTS

Bid Opening Date: February 13, 2025 prior to 2:00 P.M. Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID 1 CLASSROOMS UV AND EMS REPLACEMENTS	BASE BID 2 GYM HVAC UPGRADE	ALLOWANCE CARPET, PAINTING, AND PATCHING AT UNIT VENTILATORS	TOTAL BID AMOUNT
New England Sheet Metal and Mechanical Co.	**Fresno**	**$739,000**	**$505,000**	**$35,000**	**$1,279,000**
Strategic Mechanical, Inc.	Fresno	$744,000	$510,400	$35,000	$1,289,400
B&M Builders, Inc.	Rancho Cordova	$666,666	$665,666	$35,000	$1,367,332
Modern Air Mechanical	Merced	$816,725	$582,845	$35,000	$1,434,570
J Boone Mechanical, Inc.	Clovis	$1,001,000	$502,000	$35,000	$1,538,000

Low bid determined by Base Bid 1 plus Base Bid 2.

The bid includes an allowance amount of $35,000 for unknown carpet, painting, and patching at unit ventilators performed on a time and materials basis. Any remaining allowance is to be credited back to the district.

Staff recommends award of Base Bid 1, 2, and Allowance for $1,279,000 to New England Sheet Metal and Mechanical Co., the lowest responsive, responsible bidder.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: March 26, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Award of Bid 25-22, Terronez Middle School Kitchen and Locker Room Make-up Air Unit Replacements

ITEM DESCRIPTION: Included in the Board material is information on 25-22, Terronez Middle School Kitchen and Locker Room Make-up Air Unit Replacements. The project will upgrade the kitchen to mechanical cooling, replace seven exhaust fans and two make-up air units in the locker room. The existing units are more than 20 years old and require replacement due to age, condition, repair history and difficulty in locating replacement parts.

The request for bids was lawfully advertised on January 15, 2025. Notifications were sent to 160 firms plus five construction trade publications, and the district received four responses. Bids were opened on February 12, 2025. Staff recommends award to the lowest responsive, responsible bidder:

Strategic Mechanical, Inc. (Fresno, California) $561,000

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

FINANCIAL SUMMARY: Sufficient funds in the amount of $561,000 are available in the Measure M Funds.

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

BID TABULATION

BID NO. 25-22, TERRONEZ MIDDLE SCHOOL KITCHEN AND LOCKER ROOM MAKE-UP AIR UNIT REPLACEMENTS

Bid Opening Date: February 12, 2025 prior to 2:00 P.M. Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID AMOUNT
Strategic Mechanical, Inc.	**Fresno**	**$561,000**
New England Sheet Metal and Mechanical Co.	Fresno	$639,400
J Boone Mechanical, Inc.	Clovis	$837,000
B&M Builders, Inc.	Rancho Cordova	$1,050,000

Low bid determined by Base Bid.

Staff recommends award of the Base Bid for $561,000 to Strategic Mechanical, Inc., the lowest responsive, responsible bidder.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: March 26, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Award of Request for Qualifications 25-19, Investigation Services

ITEM DESCRIPTION: Included in the board material is information on Request for Qualifications (RFQ) 25-19, to qualify a pool of firms for investigation services, which involves personnel matters, on-scene/post-incident motor vehicle/bus accidents, workers' compensation and sub-rosa, personal injury, property damage, discrimination and/or harassment. The term is a five-year period and will begin July 01, 2025.

The Request for Qualifications was lawfully advertised on December 20, 2024, and December 27, 2024. Qualifications were received on January 16, 2025. Notifications were sent to 73 firms, and the district received 11 responses. Evaluations of proposals were based on qualifications, insurance and regulatory matters, overall project approach, locality, and pricing. The evaluation panel, comprised of staff from Risk Management, Human Resources, and Business & Financial Services, recommends approval of the following vendors:

APEX Investigative Services, Inc. dba APEX Investigation	Sacramento, CA
Command Investigations, LLC	Lake Mary, FL
Delta Associated Investigations, Inc. dba Delta Group	Buford, GA
Ellis Investigations Law Corporation	Sacramento, CA
JL Group, LLC	Laguna Niguel, CA
Lincoln White Investigations, LLP	Sacramento, CA
Oliver, Thomas, and Hollis Investigations	Fresno, CA
Rene Garza and Associates, Inc.	Fresno, CA
Shawn Patty Investigations, Inc.	Fresno, CA
Steve Badilla Investigations	Clovis, CA
Van Dermyden Makus Law Corporation	Sacramento, CA

Statements of qualifications and scoring matrices are available for review in the Purchasing Department. Approval will allow departments to utilize qualified vendors for services as needed. Purchase orders will be presented to the board for ratification in future purchase order reports.

FINANCIAL SUMMARY: Sufficient Funds are available in the Workers' Compensation and Risk Management Internal Service Funds.

PREPARED BY: Stacey Sandoval

DIVISION: Business & Financial Services

CABINET APPROVAL PHONE: (559) 457-6226

CABINET APPROVAL: Chief Financial Officer, Patrick Jensen 

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: March 26, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Request for Qualifications and Proposals (RFQP) 25-09, CalShape Ventilation Program Assessment and Implementation Project Design Build Services

ITEM DESCRIPTION: Included in the Board materials it is recommended the Board approve the Request for Qualifications and Proposals (RFQP) 25-09, California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Ventilation Program Assessment and Implementation Project Design Build Services. The design build entity (DB-E) will provide all necessary engineering, management, labor, and related services for HVAC assessments, implementation, documentation, reporting services, repair and maintenance, carbon dioxide monitor installation, filter installation, and control programming. Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy provided the best value and project approach for the CalSHAPE Ventilation Program with a guaranteed maximum price (GMP) not to exceed the total awarded grant amount of $13,128,780. The board approved the CalShape grant application in August 2023.

The individual sites with HVAC assessment and maintenance schedules are represented below:
Application 1: $7,798,050 for 57 sites
Application 2: $5,150,430 for 41 sites
Application 3: $105,510 for Edison-Bethune Charter Academy
Application 4: $74,790 Morris E. Dailey Charter Elementary

Assessment is anticipated to commence as early as April 2025, following board approval. Completion is anticipated by October 2026.

The list of sites along with the RFQ/P documents are available for review in the Purchasing Department.

FINANCIAL SUMMARY: Sufficient funds in the amount of $13,128,780 are available in the CalSHAPE Ventilation Program budget.

PREPARED BY: Alex Belanger

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: March 26, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Property, Liability, and Cyber Insurance for 2025/26

ITEM DESCRIPTION: Included in the Board material is a summary of quotations received from the district's insurance broker, Marsh & McLennan Agency, for the district's various forms of coverage. Due for renewal is coverage related to property, general liability, designated lessees, excess liability, cyber and professional liability requirements. The policy period will extend from April 01, 2025, through March 31, 2026.

Annually the district utilizes its broker to conduct a marketing effort for all lines of coverage.

The district's current property policy provides coverage for property losses up to the limits of the district's statement of values. The district currently insures property/assets valued at approximately $2.5 billion. The annual premium payment is subject to change dependent upon new construction/modernization projects completed during the policy year, on a pro-rata basis. The 2025/26 premium increase for property coverage is due to the multi-year loss experience of property insurers, resulting in increasing coverage rates. The effects of hurricanes and wildfires losses have been significant for insurers. The increase is further driven by the type of building construction, building material/replacement costs and additional square footage due to new construction and/or modernization of district facilities.

The annual premium for general liability and excess liability coverage is increasing. This cost increase stems from an increase in claims across the general liability and excess liability markets in California, combined with the district's loss history. Generally, the insurance marketplace is restricting coverage and capacity due to increased litigation, large awards, and claims arising from large auto fleets, and employee misconduct.

Over the past year, the cyber market has continued to experience significant increases in cyber extortion events and the loss amount related to them. With insurers wanting to manage their loss for this challenging environment, underwriters are scrutinizing client security protocols.

Staff recommends placing the 2025/26 coverage with an expected increase in cost. Actual placement will be clarified with the Board on or before March 17, 2025.

FINANCIAL SUMMARY: Sufficient Funds are available in the Workers' Compensation and Risk Management Internal Service Funds.

PREPARED BY: Stacey Sandoval

DIVISION: Business and Financial Services

CABINET APPROVAL PHONE: (559) 457-6226

CABINET APPROVAL: Patrick Jensen, Chief Financial Officer

FRESNO UNIFIED SCHOOL DISTRICT
PREMIUM COMPARISON 2025-26 (April-March)

	Coverage Limits		Premiums		Coverage Detail
Coverages	**2024-2025 Limits**	**2025-2026 Limits**	**2024-2025 Premiums**	**2025-2026 Premiums**	
GL/Legal Liab/ Auto Liab	**$1,000,000 SIR** **$1,500,000 Molestation SIR** **$5,000,000 per Occurence** **$5,000,000 Aggregate**	**$1,000,000 SIR** **$1,500,000 Molestation SIR** **$5,000,000 per Occurence** **$5,000,000 Aggregate**	**$1,577,999** Safety National (GL & AUTO)	**$1,861,379** Safety National (GL & AUTO)	General Liability - third-party related accidents, injuries, property damage; Personal and advertising injury. Auto Liability - bodily injury and property damage to third parties as a result of an automobile accident Legal liability - HR related claims (wrongful termination, harrassment, discrimination, failure to follow IEPs, FERPA, Title IX, etc)
Excess Layer 1	**$5,000,000 per Occurrence** **$5,000,000 Aggregate**	**$5,000,000 per Occurrence** **$5,000,000 Aggregate**	**$748,274** Munich Re/Princeton	**$851,503** Munich Re/Princeton	Additional coverage above limits for General Liability, Auto Liability, Legal Liability
Excess Layer 2 (Last level Sexual Abuse/Sexual Molestation)	**$5,000,000 per Occurrence** **$5,000,000 Aggregate**	**$5,000,000 per Occurrence** **$5,000,000 Aggregate**	**$515,900** Lexington Insurance Company	**$603,603** Lexington Insurance Company	Additional coverage above limits for General Liability, Auto Liabiity, Legal Liability
Excess Layer 3	**$5,000,000 per Occurrence** **$5,000,000 Aggregate**	**$5,000,000 per Occurrence** **$5,000,000 Aggregate**	**$319,859** Evanston Insurance Company	**$370,612** Evanston Insurance Company	Additional coverage above limits for General Liability, Auto Liability, Legal Liability
Excess Layer 4	**$5,000,000 per Occurrence** **$5,000,000 Aggregate**	**$5,000,000 per Occurrence** **$5,000,000 Aggregate**	**$207,632** Starstone Insurance Company	**$238,346** Starstone Insurance Company	Additional coverage above limits for General Liability, Auto Liabiity, Legal Liability
TOTAL LIMITS	**$25,000,000**	**$25,000,000**			
Designated Lessees	**$1,000,000 Each Occurrence** **$2,000,000 Aggregate** **Deductible: $5,000**	**$1,000,000 Each Occurrence** **$2,000,000 Aggregate** **Deductible: $5,000**	**$17,539** Mt. Hawley Ins. Co.	**$17,539** Mt. Hawley Ins. Co.	General liability or lessees or renters of district facilities
Property	**Building Limit** **$2,454,334,121** **Deductible: $250,000** **Policy Limit: $100,000,000**	**Building Limit** **$2,609,221,000** **Deductible: $250,000** **Policy Limit: $100,000,000**	**$1,483,670** Travelers Property Casualty	**$1,639,373** Travelers Property Casualty	Protects school district's physical assets from fire, explosions, burst pipers, theft, and nature disaster (does not include flood and earthquakes). Covers replacement costs of property.
Auto Physical Damage	**Bus & Vehicle Fleet** **Total Insured Value: $19,929,544** **SIR: $250,000**	**Bus & Vehicle Fleet** **Total Insured Value: $27,319,216** **SIR: $250,000**	**$20,328** Hanover Insurance Company	**$27,866** Hanover Insurance Company	Physical damage coverage to District's fleet (vehicle and busses)
Cyber	**$5,000,000 Policy Aggregate** **$250,000 Retention**	**$5,000,000 Policy Aggregate** **$250,000 Retention**	**$247,632** Beazley/Lloyds	**$247,632** Beazley/Lloyds	Direct loss and out of pocket expense for insured - loss of income, forensic expenses, restoration of corrupted data, credit monitoring, public relations, investigations, negotiations and payments of ransoms demanded Third-party coverage defense and liability costs included
Crime	**$250,000 Employee Theft** **$10,000 Retention**	**$250,000 Employee Theft** **$10,000 Retention**	**$5,294** National Union Fire (AIG)	**$5,296** National Union Fire (AIG)	Employee dishonesty coverage for stolen property or money
Professional	**$1,000,000 Each Occurrence** **$3,000,000 Aggregate** **$2,500 Retention**	**$1,000,000 Each Occurrence** **$3,000,000 Aggregate** **$2,500 Retention**	**$20,584** Evanston	**$20,985** Evanston	Nurse and psychologist training program malpractice or errors providing treatment

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: March 26, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Deny Claim GL24-0301-13850

ITEM DESCRIPTION: Included in the Board material is a late Claim for Damages by a minor, case GL24-0301-13850.

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

Bibianne U. Fell, Esq. (SBN 234194)
Marlee R. Horwitz, Esq. (SBN 340729)
FELL LAW, P.C.
Mailing: 10531 4S Commons Dr., Ste 166-610
San Diego, CA 92127
Personal Service: 10680 Treena Street, Suite 160
San Diego, CA 92131
Telephone: (858) 201-3960
Facsimile: (858) 201-3966
bibi@fellfirm.com
marlee@fellfirm.com

Attorneys for Claimant MINOR

In the Matter of the Claim of

MINOR

against,

Fresno Unified School District

APPLICATION FOR PERMISSION TO PRESENT LATE CLAIM [Gov.C. § 911.4]

To: 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. As stated in the attached claim, Claimant's cause of action accrued on or about March 1, 2024. The time for presentation of such claim under Government Code § 911.2 expired on or about September 2, 2024.

The reason for the failure to present such claim was as follows:

Fresno Unified School Officials did not create the Incident Report until June 7, 2024. legal guardian and mother, Yudith Rico, was not provided with the report until October 4, 2024.

Fresno Unified School District concealed the full nature of the March 1, 2024 incident so as to deprive MINOR the opportunity to pursue a civil claim against any and all relevant government entities, employees, and/or independent contractors hired and supervised by any and all relevant government entities. (Cal. Gov. Code § 946.6 (c)(1).) This is evidenced by the combination of violating California Code of Education section 56521.1 subd. (e) and California Title 5 Regulation section 3052 subd. (i)'s mandatory duties, along with the timing and nature by which Supervisor Figueroa disclosed the use of emergency intervention to Ms. Rico.

minor was, and is, a minor "during all of the time specified in section 911.2 for the presentation of the claim." (Cal. Gov. Code § 946.6 (c)(2).) Further, minor was also mentally incapacitated during all of the time specified in Section 911.2. (Cal. Gov. Code § 946.6 (c)(4).)

DATED: February 25, 2025

FELL LAW, P.C.

Bibianne U. Fell

Bibianne U. Fell
Marlee R. Horwitz
Attorneys for Claimant minor

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 Minor	**2.** DOB
3. Home Address of Claimant **City/State** Minor	**4. Home Telephone Number**
5. Business Address of Claimant **City/State**	**6. Business Telephone Number**

7. Give Address of which you desire notices or communication to be sent regarding this claim:
c/o Fell Law, PC, 10531 4S Commons Dr., Ste. 166-610, San Diego, CA 92127

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

See attachment 1.

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

See attachment 1.

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.

See attachment 1.

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:

See attachment 1.

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])

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

N/A.

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

N/A at this time.

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

See attachment 1.

16. Signature of Claimant or person filing:	**17. Typed Name (Relationship to Claimant)**	**18. Date:**
Bliam M Fell	Attorney	2/25/2025

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

FELL LAW

Email: info@fellfirm.com
Telephone: (858) 201-3960
Facsimile: (858) 201-3966

FELL LAW, PC
10680 Treena Street, Suite 160
San Diego, CA 92131
Mailing Address:
10531 4S Commons Dr., Ste. 166-610
San Diego, CA 92127

Bibianne Fell, Founder
Marlee Horwitz, Attorney

ATTACHMENT TO FRESNO UNIFIED SCHOOL DISTRICT GOVERNMENT CLAIM FORM

I. BASIS OF CLAIM

minor is a 4-year-old child with autism. Per the June 7, 2024, Incident Report, on March 1, 2024, at approximately 2:00 p.m. at Webster Elementary School in the Fresno Unified School District, school staff came into the preschool classroom while children were napping. minor was observed on a cot, stomach down, tied up with minor blanket wrapped around minor body and behind minor back, with arms down minor sides and face to the left. minor face was uncovered but body below minor shoulders was wrapped and tied. Per the Incident Report, school staff notified the office manager and school principal and, based on information gathered and interviews conducted by Licensing Program Analyst (LPA), Priscilla Zamudio, relevant school staff were found "to be in violation of the child's personal rights…[and] placed on administrative leave as of 3/01/24." (Exhibit 1: Incident Report.)

Despite LPA Zamudio's findings and actions, the June 7, 2024 Incident Report makes no mention of a Behavioral Emergency Report (hereinafter "BER") being completed, much less filed and/or provided to minor mother and guardian, Yudith Rico.

In fact, on March 1, 2024, Site Supervisor, Louis Figueroa, verbally communicated to Ms. Rico, that minor had merely been hit by minor substitute teacher. He never mentioned anything about minor being found by school officials, all four extremities tied up, lying on his stomach in the classroom. Nor did he mention that school officials involved were placed on administrative leave.

Worse yet, the Incident Report was not signed until June 7, 2024–over four months after the Incident took place—and was not provided to Ms. Rico until October 4, 2024. When the March 1, 2024 incident *was* finally disclosed to Ms. Rico—eight months after it occurred, and after the six month government claim notice window expired in accordance with California Government Code section 911.2—Supervisor Figueroa personally delivered it at 9:00 p.m., along with a "slime bucket" toy, deliberately designed to arouse minor excitement and soften the blow of what he was delivering, and mentioned bringing a gift card, which he "forgot."

minor has since switched schools.

///

///

II. LIABILITY

California Code of Education section 56521.1 and California Title 5 Regulation section 3052 subd. (i) each impose mandatory duties on public entities and their employees, acting within the course and scope of their employment, to: (1) notify the parents or guardians of students with exceptional needs; and (2) "immediately" create a Behavioral Emergency Report (BER) when an "emergency intervention" is used against a child.

Section 56521.1 states in relevant part:

> (a) Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior.
>
> (b) Emergency interventions shall not be used as a substitute for the systematic behavioral intervention plan that is designed to change, replace, modify, or eliminate a targeted behavior.
>
> (c) No emergency intervention shall be employed for longer than is necessary to contain the behavior. A situation that requires prolonged use of an emergency intervention shall require the staff to seek assistance of the school site administrator or law enforcement agency, as applicable to the situation.
>
> (d) Emergency interventions shall not include:
>
> (1) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
>
> **(2) Employment of a device, material, or objects that simultaneously immobilize all four extremities, except that techniques such as prone containment may be used as an emergency intervention by staff trained in those procedures.**
>
> **(3) An amount of force that exceeds that which is reasonable and necessary under the circumstances.**
>
> (e) To prevent emergency interventions from being used in lieu of planned, systematic behavioral interventions, **the parent, guardian, and residential care provider**, if appropriate, **shall be notified within one school day** if an emergency intervention is used or serious property damage occurs. A behavioral emergency report shall immediately be completed and maintained in the file of the individual with exceptional needs. The behavioral emergency report shall include all of the following:
>
> (1) The name and age of the individual with exceptional needs.
>
> (2) The setting and location of the incident.
>
> (3) The name of the staff or other persons involved.

> (4) A description of the incident and the emergency intervention used, and whether the individual with exceptional needs is currently engaged in any systematic behavioral intervention plan.
>
> (5) Details of any injuries sustained by the individual with exceptional needs, or others, including staff, as a result of the incident.

5 California Code of Regulations section 3052 incorporates section 56521.1's language and adds, in relevant part:

> (5)(E)(6) All "Behavioral Emergency Reports" shall immediately be forwarded to, and reviewed by, a designated responsible administrator.
>
> (8) Anytime a "Behavioral Emergency Report" is written regarding an individual who has a behavioral intervention plan, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective should be referred to the IEP team to review and determine if the incident constitutes a need to modify the plan.
>
> (9) "Behavioral Emergency Report" data shall be collected by SELPAs which shall report annually the number of Behavioral Emergency Reports to the California Department of Education and the Advisory Commission on Special Education.

A public entity is liable for injury proximately caused by an act or omission of an employee of the public entity within the scope of his employment if the act or omission would, apart from this section, have given rise to a cause of action against that employee or his personal representative. (Cal. Gov. Code. 815.2 (a).) Except as otherwise provided by statute, a public entity is not liable for an injury resulting from an act or omission of an employee of the public entity where the employee is immune from liability. (Cal. Gov. Code. 815.2 (b).) A public entity is liable for injury proximately caused by a tortious act or omission of an independent contractor of the public entity to the same extent that the public entity would be subject to such liability if it were a private person. (Cal. Gov. Code. 815.4.)

Here, the Fresno Unified School District is vicariously liable for the acts and omissions of employees and/or independent contractors it hired who violated California Code of Education section 56521.1 and California Title 5 Regulation section 3052. The District is further liable for Battery, Assault, False Imprisonment, Negligence, Intentional Infliction of Emotional Distress, and/or Negligent Infliction of Emotional Distress.

In addition, the District's concealment of the nature of the incident until October 2024 constitutes Intentional Misrepresentation, Concealment and Negligent Misrepresentation. The District acted with fraud, corruption, and/or actual malice in its concealment. (Cal. Gov. Code § 822.2.) This is evidenced by the combination of violating California Code of Education section 56521.1 subd. (e) and California Title 5 Regulation section 3052 subd. (i)'s mandatory duties, along with the timing and nature by which Supervisor Figueroa disclosed the use of emergency intervention to Ms. Rico.

III. DESCRIPTION OF INJURY/LOSS

As a result of Fresno Unified School District's conduct, minor has suffered pain, suffering, and emotional distress. minor left Webster Elementary at the end of the school year and was forced to enroll at a new school in the Clovis Unified School District the following year. Although minor has nonverbal autism, minor has displayed signs of post-traumatic stress. For example, at minor new school, minor bit a teacher's assistant because minor had a flashback from being tied down and felt threatened. minor was then kicked out of minor EOP, as the Clovis Unified School District stated that they did not have the resources to properly educate minor

minor trauma from the Incident is ongoing. This is an unlimited civil case.

EXHIBIT 1

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
COMMUNITY CARE LICENSING DIVISION
FRESNO-SO, 1616 E. Shaw Ave.,
FRESNO, CA 93710

FACILITY EVALUATION REPORT

FACILITY NAME:	FUSO-WEBSTER CHILD DEVELOPMENT CENTER	FACILITY NUMBER:	100404084
ADMINISTRATOR:	BECKWITH, KIM	FACILITY TYPE:	060
ADDRESS:	930 N. AUGUSTA	TELEPHONE:	(559) 457-3690
CITY:	FRESNO	ZIP CODE:	93701
CAPACITY: 68	TOTAL ENROLLED CHILDREN: 68	STATE: CA CENSUS: 31	
TYPE OF VISIT:	Case Management - Incident	UNANNOUNCED	DATE: 06/07/2024
MET WITH:	Lula Figueroa		TIME BEGAN: 11:00 AM
			TIME COMPLETED: 01:00 PM

NARRATIVE

On 6/7/24, Licensing Program Analyst (LPA) Priscilla Zamudio conducted an unannounced case management inspection. LPA met with Site Supervisor, Lula Figueroa to discuss an incident which occurred on 3/1/24. A census was also taken. LPA interviewed staff, reviewed pertinent information and observed where the incident occurred.

On 3/1/24, at approximately 2:00 pm, school staff came into the preschool classroom while children were napping and child #1 was observed on the cot with a blanket wrapped around the body and tied behind their back. Child #1 was on their stomach, with arms down sides and face to the left. Child #1's face was uncovered but their body below shoulders was wrapped and tied with the blanket. School staff went to the office and notified the office manager and school principal.

Based on information gathered and interviews conducted by LPA, staff were found to be in violation of the child's personal rights. Staff were placed on administrative leave as of 3/01/24. Site Supervisor stated they will conduct on-going staff trainings discussing code of conduct and personal rights of children.

Per Title 22, Division 12, Chapter 1, of the California Code of Regulations, the following deficiency is cited (see LIC9090).

Upon receipt of a Type A violation, licensees shall post and provide copies of this licensing report to parents/guardians of children in care at the facility and to parents/guardians of children newly enrolled at the facility during the next 12 months. A copy of the Fact Sheet-Child Care Parent Notification Requirements and a copy of LIC 9224 was given to Center Supervisor.

Site Supervisor was provided a copy of appeal rights. A notice of site visit was given and must remain posted for 30 days. Exit interview conducted and report was reviewed with the Site Supervisor.

SUPERVISOR'S NAME: Cynthia Shannon TELEPHONE: (559) 960-7624

LICENSING EVALUATOR NAME: Priscilla Zamudio TELEPHONE: (559) 576-7360

LICENSING EVALUATOR SIGNATURE: DATE: 06/07/2024

I acknowledge receipt of this form and understand my licensing appeal rights as explained and received.

FACILITY REPRESENTATIVE SIGNATURE: DATE: 06/07/2024

This report must be available at Child Care and Group Home facilities for public review for 3 years.

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
COMMUNITY CARE LICENSING DIVISION
[illegible]

FACILITY EVALUATION REPORT (Cont)

FACILITY NAME: FUSD-WEBSTER CHILD DEVELOPMENT CENTER

FACILITY NUMBER: 100404094

DEFICIENCY INFORMATION FOR THIS PAGE:

VISIT DATE: 06/07/2024

Deficiency Type POC Due Date / Section Number	DEFICIENCIES	PLAN OF CORRECTION(S)(POC)
Type A 06/07/2024 Section Cited CCR 101223(a)	Personal Rights(a)The licensee shall ensure that each child is accorded the following personal rights: (3)To be free from corporal or unusual punishment, infliction of pain, humiliation, intimidation, ridicule, coercion, threat, mental abuse or other actions of a punitive nature including but not limited to: interference with functions of daily living including eating, sleeping or toileting, or withholding of shelter, clothing, medication or aids to physical functioning. This requirement is not met as evidenced by: Based on interview and record review, the licensee did not comply with the section cited above. Staff wrapped a blanket and tied it around the child's body which poses an immediate health, safety, or personal rights risk to persons in care.	Facility has taken steps to remedy the situation by providing training to all staff, and placing staff on administrative leave, pending FUSD HR Department investigation. Deficiency cleared.

[illegible] the cited deficiency(ies), on or before the Plan of Correction (POC) due date, may result in [illegible] ment.

[illegible] Name: Cynthia Shannon — TELEPHONE: (559) 650-7584

[illegible] EVALUATOR NAME: Priscilla Zamudio — TELEPHONE: (559) 578-7350

[illegible] EVALUATOR SIGNATURE:

DATE: 06/07/2024

[illegible] of this form and understand my appeal rights as explained and received.

[illegible] REPRESENTATIVE SIGNATURE:

DATE: 06/07/2024

[illegible] be posted for 30 days

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: March 26, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Deny Claim GL24-1218-13368

ITEM DESCRIPTION: Included in the Board material is a Claim for Damages by Salam Hassoun, case GL24-1218-13368. The Interim 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 

RECEIVED
FEB 24 2025
BENEFITS AND RISK MANAGEMENT
FRESNO UNIFIED SCHOOLS

FRESNO UNIFIED SCHOOL DISTRICT
CLAIM FOR DAMAGES

To Person or Property

INSTRUCTIONS	**RESERVED FOR FILING STAMP CLAIM NO:** _____
• **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)**	
1. Name of Claimant Salam Hassoun	**2.** DOB 02/07/1971
3. Home Address of Claimant **City/State** 7224 N. Chris Ave. Fresno, CA 93720	**4. Home Telephone Number** 559-346-7853
5. Business Address of Claimant **City/State**	**6. Business Telephone Number**

7. Give Address of which you desire notices or communication to be sent regarding this claim:
Roberts & Spiegel, LLP, Attn: Darin Spiegel, Esq., 412, Marsh Street, San Luis Obispo, CA 93401

8. How and under what circumstances did DAMAGE or INJURY occur? Give full details:
Claimant was injured in an auto accident caused by Fresno Unified School District agent or employee,Donald Eugene Redfern. Claimaint suffered significant injuries including a spinal compression fracture resulting in hospital and medical expenses with treatement ongoing to date; general damages; and property damage to her vehicle.

9. When did DAMAGE or INJURY occur? Give full particulars, date time of day:
The subject auto accident occurred on 12/18/2024

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.
The shopping center at the northwest corner of Shaw Ave. and Marks, 3050 W. Shaw Ave. F resno, CA

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:
Donald Eugene Redfern was negligent in the operation of a vehicle owned and insured by Fresno Unified School District. Redfern ran a posted stop sign causing a collision with Claimant's vehicle and hewas deemed at fault by the responding police officer. See Traffic Collision Report Attached as Exhibit A hereto.

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]) Claimant's damages exceed $35,000.00 (unlimited civil jurisdiction).

13. Insurance payments received, if any, and name(s) of insurance company:
Claimant received $26,300.00 from her insurance company for the total loss of her vehicle.

14. Expenditures made on account of DAMAGE or INJURY (Date - Item):
TBD. Claimant is still treating and has not yet received all medical bills for her treatment.

15. Name and address of Witnesses, Doctors and Hospitals:
American Ambulance, Kaiser Hospital Fresno

16. Signature of Claimant or person filing:	**17. Typed Name (Relationship to Claimant)**	**18. Date:**
	Darin K. Spiegel, Esq., Attorney for Claimant	02/19/25

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

EXHIBIT A

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TRAFFIC CRASH REPORT
CHP 555 Page 1 (Rev. 9-19) OPI 060

JUDICIAL DISTRICT: Fresno | LOCAL REPORT NUMBER: 2412180765

SPECIAL CONDITIONS	NUMBER INJURED	HIT & RUN FELONY	CITY	REPORTING DISTRICT	BEAT	DAY OF WEEK	TOW AWAY
PRIVATE PROPERTY	1	☐	Fresno	NORTHWEST	E	Wednesday	☐
	NUMBER KILLED: 0	HIT & RUN MISD. ☐	COUNTY: Fresno	MO. DAY YEAR: 12/18/2024	TIME (2400): 1343	NCIC #: 1005	OFFICER I.D.: P1629

PHOTOGRAPHS BY: ☒ NONE

LOCATION
CRASH OCCURRED ON: 3050 W SHAW AVE
MILEPOST INFORMATION: FEET OF
☐ AT INTERSECTION WITH ☒ OR: FEET OF MARKS AVE
GPS COORDINATES: LATITUDE 36.808210 LONGITUDE -119.844510
STATE HWY REL: ☐

PARTY 1 — DRIVER
DRIVER'S LICENSE NUMBER: N7402482 | STATE: CA | CLASS: A | AIR BAG: M | SAFETY EQUIP.: G
NAME (FIRST, MIDDLE, LAST): DONALD EUGENE REDFERN
STREET ADDRESS: 2120 7TH ST
CITY / STATE / ZIP: SANGER / CA / 93657
SEX: M | HAIR: BRN | EYES: BRN | HEIGHT: 508 | WEIGHT: 285 | BIRTH DATE: 05/05/1961 | RACE: W
BUSINESS PHONE:
HOME PHONE: (559) 288-3839
INSURANCE CARRIER: SAFETY NATIONAL CASUALTY CORP. | POLICY NUMBER: XPR4068184
DIR OF TRAVEL: EAST | ON STREET OR HIGHWAY: 3050 W SHAW AVE | LANE: 1 | THRU LANES: 0 | TOTAL LANES: 0 | SPEED LIMIT:

PEDESTRIAN ☐ | PARKED ☐ | BICYCLIST ☐ | OTHER ☐ | OPERATOR ☐

VEH. YEAR: 2016 | MAKE / MODEL / COLOR: FORD F-250 WHITE | LICENSE NUMBER: 1492909 | STATE: CA
OWNER'S NAME: ☐ SAME AS DRIVER
FRESNO UNIFIED SCHOOL DISTRICT
OWNER'S ADDRESS: ☐ SAME AS DRIVER
1833 E ST FRESNO CA 93706
DISPOSITION OF VEHICLE ON ORDERS OF: ☐ OFFICER ☒ DRIVER ☐ OTHER
PRIOR MECHANICAL DEFECTS: ☒ NONE APPARENT ☐ REFER TO NARRATIVE
VEHICLE IDENTIFICATION NUMBER: 1FDBF2A60GEB54836
VEHICLE TYPE: 72 | DESCRIBE VEHICLE DAMAGE: ☐ UNK. ☐ NONE ☒ MINOR ☐ MOD. ☐ MAJOR ☐ ROLL-OVER | SHADE IN DAMAGE AREA
DOT: CA / CAL-T / TCP/PSC / MC/MX

PARTY 2 — DRIVER
DRIVER'S LICENSE NUMBER: B4870965 | STATE: CA | CLASS: C | AIR BAG: M | SAFETY EQUIP.: G
NAME (FIRST, MIDDLE, LAST): SALAM HASSOUN
STREET ADDRESS: 7224 N CHRIS AVE
CITY / STATE / ZIP: FRESNO / CA / 93720
SEX: F | HAIR: BLK | EYES: BRN | HEIGHT: 505 | WEIGHT: 123 | BIRTH DATE: 02/07/1971 | RACE: O
BUSINESS PHONE:
HOME PHONE: (559) 346-7853
INSURANCE CARRIER: FAMILY CONNECT | POLICY NUMBER: AI04299174
DIR OF TRAVEL: NORTH | ON STREET OR HIGHWAY: SHAW AVE | LANE: 1 | THRU LANES: 0 | TOTAL LANES: 0 | SPEED LIMIT:

PEDESTRIAN ☐ | PARKED VEHICL ☐ | BICYCLIST ☐ | OTHER ☐ | OPERATOR ☐

VEH. YEAR: 2023 | MAKE / MODEL / COLOR: NISSAN ROGUE BLACK | LICENSE NUMBER: 9FEC838 | STATE: CA
OWNER'S NAME: ☒ SAME AS DRIVER
SALAM HASSOUN
OWNER'S ADDRESS: ☒ SAME AS DRIVER
7224 N CHRIS AVE FRESNO, CA 93720
DISPOSITION OF VEHICLE ON ORDERS OF: ☐ OFFICER ☒ DRIVER ☐ OTHER
PRIOR MECHANICAL DEFECTS: ☒ NONE APPARENT ☐ REFER TO NARRATIVE
VEHICLE IDENTIFICATION NUMBER: 5N1BT3BA0PC749361
VEHICLE TYPE: 01 | DESCRIBE VEHICLE DAMAGE: ☐ UNK. ☐ NONE ☐ MINOR ☒ MOD. ☐ MAJOR ☐ ROLL-OVER | SHADE IN DAMAGE AREA
DOT: CA / CAL-T / TCP/PSC / MC/MX

PARTY 3 — DRIVER
DRIVER'S LICENSE NUMBER: | STATE: | CLASS: | AIR BAG: | SAFETY EQUIP.:
NAME (FIRST, MIDDLE, LAST):
STREET ADDRESS:
CITY / STATE / ZIP:
SEX: | HAIR: | EYES: | HEIGHT: | WEIGHT: | BIRTH DATE: | RACE:
HOME PHONE:
INSURANCE CARRIER: | POLICY NUMBER:
DIR OF TRAVEL: | ON STREET OR HIGHWAY: | LANE: | THRU LANES: | TOTAL LANES: | SPEED LIMIT:

PEDESTRIAN ☐ | PARKED VEHICLE ☐ | BICYCLIST ☐ | OTHER ☐ | OPERATOR ☐

VEH. YEAR: | MAKE / MODEL / COLOR: | LICENSE NUMBER: | STATE:
OWNER'S NAME: ☐ SAME AS DRIVER
OWNER'S ADDRESS: ☐ SAME AS DRIVER
DISPOSITION OF VEHICLE ON ORDERS OF: ☐ OFFICER ☐ DRIVER ☐ OTHER
PRIOR MECHANICAL DEFECTS: ☐ NONE APPARENT ☐ REFER TO NARRATIVE
VEHICLE IDENTIFICATION NUMBER:
VEHICLE TYPE: | DESCRIBE VEHICLE DAMAGE: ☐ UNK. ☐ NONE ☐ MINOR ☐ MOD. ☐ MAJOR ☐ ROLL-OVER | SHADE IN DAMAGE AREA
DOT: CA / CAL-T / TCP/PSC / MC/MX

This copy was prepared by the Fresno Police Department on (date): 2/18/25
for the official use of: Records Division
Name: Robert Speed
Agency:
And may not be revealed to any unauthorized person
Clerk:

PREPARER'S NAME: AVALOS, EDUARDO P1629
DISPATCH NOTIFIED: ☐ Yes ☐ No ☐ N/A
REVIEWER'S NAME: REESE, SCOTT S264
DATE REVIEWED: 02/03/2025

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

TRAFFIC CRASH CODING

CHP 555 Page 2 (Rev. 3-20) OPI 060

DATE OF CRASH (MO. DAY. YEAR)	TIME (2400)	NCIC #	OFFICER ID	NUMBER
12/18/2024	1343	1005	P1629	2412180765

PROPERTY DAMAGE	OWNER'S NAME	OWNER'S ADDRESS	METHOD OF NOTIFICATION (MARK ALL THAT APPLY)	LOG / INCIDENT NUMBER
	☐ SAME AS OWNER	TELEPHONE NUMBER	☐ IN PERSON ☐ PHONE ☐ DISPATCH ☐ CHP 422	

PERSON NOTIFIED

DESCRIPTION OF DAMAGE

SEATING POSITION

1 2 3
4 5 6
7 8 9
10

1 TO 9 - STANDARD SEATING POSITION
10 - REAR OCC. TRK., VAN, STATION WAGON, ETC.*
11- POSITION UNKNOWN
0 - OTHER

SAFETY EQUIPMENT

OCCUPANTS
A - NONE IN VEHICLE
B - UNKNOWN
C - LAP BELT USED
D - LAP BELT NOT USED
E - SHOULDER HARNESS USED
F - SHOULDER HARNESS NOT USED
G - LAP/SHOULDER HARNESS USED
H - LAP/SHOULDER HARNESS NOT USED
J - PASSIVE RESTRAINT USED
K - PASSIVE RESTRAINT NOT USED
P - NOT REQUIRED

CHILD RESTRAINT
Q - IN VEHICLE USED
R - IN VEHICLE NOT USED
S - IN VEHICLE USE UNKNOWN
T - IN VEHICLE IMPROPER USE
U - NONE IN VEHICLE

M / C BICYCLE HELMET
DRIVER: V - NO, W - YES
PASSENGER: X - NO, Y - YES

AIR BAG
B - UNKNOWN
L - AIR BAG DEPLOYED
M - AIR BAG NOT DEPLOYED
N - OTHER
P - NOT REQUIRED

EJECTED FROM VEHICLE
0 - NOT EJECTED
1 - FULLY EJECTED
2 - PARTIALLY EJECTED
3 - UNKNOWN

INATTENTION CODES
A - CELLPHONE HANDHELD
B - CELLPHONE HANDSFREE
C - ELECTRONIC EQUIPMENT
D - RADIO / CD
E - SMOKING
F - EATING
G - CHILDREN
H - ANIMALS
I - PERSONAL HYGIENE
J - READING
K - OTHER

ITEMS MARKED BELOW FOLLOWED BY AN ASTERISK (*) SHOULD BE EXPLAINED IN THE NARRATIVE

PRIMARY CRASH FACTOR
LIST NUMBER (#) OF PARTY AT FAU
CVC SECTION VIOLATED
A
1 B OTHER IMPROPER DRIVING:* Running stop sig
C OTHER THAN DRIVER*
D UNKNOWN*

WEATHER (MARK 1 TO 2 ITEMS)
X A CLEAR
B CLOUDY
C RAINING
D SNOWING
E FOG / VISIBILITY .FT
F OTHER*:
G WIND

LIGHTING
X A DAYLIGHT
B DUSK - DAWN
C DARK - STREET LIGHTS
D DARK - NO STREET LIGHTS
E DARK - STREET LIGHTS NOT FUNCTIONING*

ROADWAY SURFACE
X A DRY
B WET
C SNOWY - ICY
D SLIPPERY (MUDDY, OILY, ETC.)

ROADWAY CONDITIONS (MARK 1 TO 2 ITEMS)
A HOLES, DEEP RUTS
B LOOSE MATERIAL ON ROADWAY*
C OBSTRUCTION ON ROADWAY*
D CONSTRUCTION-REPAIR ZONE
E REDUCED ROADWAY WIDTH
F FLOODED*
G OTHER:*
X H NO UNUSUAL CONDITIONS

TRAFFIC CONTROL DEVICES
X A CONTROLS FUNCTIONING
B CONTROLS NOT FUNCTIONING*
C CONTROLS OBSCURED
D NO CONTROLS PRESENT/FACTOR*

TYPE OF COLLISION
A HEAD - ON
B SIDESWIPE
C REAR END
X D BROADSIDE
E HIT OBJECT
F OVERTURNED
G VEHICLE PEDESTRIAN
H OTHER*:

MOTOR VEHICLE INVOLVED WITH (MARK 1 TO 2 ITEMS)
A NON - COLLISION
B PEDESTRIAN
X C OTHER MOTOR VEHICLE
D MOTOR VEHICLE ON OTHER ROADWAY
E PARKED MOTOR VEHICLE
F TRAIN
G BICYCLE
H ANIMAL:
I FIXED OBJECT :
J OTHER OBJECT:
K ADDITIONAL OBJECT(S) STRUCK

PEDESTRIAN'S ACTIONS
X A NO PEDESTRIANS INVOLVED
B CROSSING IN CROSSWALK AT INTERSECTION
C CROSSING IN CROSSWALK - NOT AT INTERSECTION
D CROSSING - NOT IN CROSSWALK
E IN ROAD - INCLUDES SHOULDER
F NOT IN ROAD
G APPROACHING / LEAVING SCHOOL BUS

1	2	3	VEHICLE AUTOMATION LEVEL
			A SAE LEVEL - 0
			B SAE LEVEL - 1
			C SAE LEVEL - 2
			D SAE LEVEL - 3
			E SAE LEVEL - 4
			F SAE LEVEL - 5
X	X		G UNKNOWN

1	2	3	VEHICLE AUTOMATION ENGAGED
			A NO AUTOMATION
			B DRIVER ASSISTANCE
			C PARTIAL ASSISTANCE
			D CONDITIONAL AUTOMATION
			E HIGH AUTOMATION
			F FULL AUTOMATION
X	X		G UNKNOWN*

1	2	3	OTHER ASSOCIATED FACTOR(S) (MARK 1 TO 2 ITEMS)
			A VC SECTION VIOLATION CITED ☐
			B VC SECTION VIOLATION CITED ☐
			C VC SECTION VIOLATION CITED ☐
			D
			E VISION OBSCUREMENT
			F INATTENTION*:
			G STOP & GO TRAFFIC
			H ENTERING / LEAVING RAMP
			I PREVIOUS CRASH
			J UNFAMILIAR WITH ROAD
			K DEFECTIVE VEH. EQUIP. CITED ☐
			L UNINVOLVED VEHICLE
			M OTHER*:
X	X		N NONE APPARENT
			O RUNAWAY VEHICLE

1	2	3	MOVEMENT PRECEDING CRASH
			A STOPPED
			B PROCEEDING STRAIGHT
			C RAN OFF ROAD
			D MAKING RIGHT TURN
			E MAKING LEFT TURN
			F MAKING U TURN
			G BACKING
			H SLOWING / STOPPING
			I PASSING OTHER VEHICLE
			J CHANGING LANES
			K PARKING MANEUVER
			L ENTERING TRAFFIC
			M OTHER UNSAFE TURNING
			N XING INTO OPPOSING LANE
			O PARKED
			P MERGING
			Q TRAVELING WRONG WAY
			R OTHER*:
			S LANE SPLITTING

1	2	3	SOBRIETY - DRUG PHYSICAL (MARK ALL THAT APPLY)
			A HAD NOT BEEN DRINKING
X	X		B HBD - UNDER INFLUENCE
			C HBD - NOT UNDER INFLUENCE.*
			D HBD. -IMPAIRMENT UNKNOWN.*
			E UNDER DRUG INFLUENCE*
			DRE EXAM CONDUCTED
			STIMULANT
			HALLUCINOGEN
			DISSOCIATE ANESTHETICS
			NARCOTIC ANALGESIC
			INHALANT
			CANNABIS
			DEPRESSANT
			F IMPAIRMENT - PHYSICAL*
			G IMPAIRMENT NOT KNOWN
			H NOT APPLICABLE
			I SLEEPY / FATIGUED*

1	2	3	SPECIAL INFORMATION
			A HAZARDOUS MATERIAL
			B CELL PHONE HANDHELD IN USE
			C CELL PHONE HANDSFREE IN US
X	X		D CELL PHONE NOT IN USE
			E CELL PHONE USE UNKNOWN
			F SCHOOL BUS RELATED

1	2	3	BIKEWAY FACILITY
			A SHARED ROADWAY
			B CLASS I - BIKE PATH *
			C CLASS II - BIKE LANE *
			D CLASS III - BIKE ROUTE *
X	X		E CLASS IV - SEPERATED BIK *

Miscellaneous

☐ "See Attached Sketch"

☐ "See Attached factual diagram"

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

INJURED / WITNESS / PASSENGER

CHP 555 Page 3 (Rev. 9-19) OPI 060

DATE OF CRASH (MO. DAY. YEAR)	TIME (2400)	NCIC #	OFFICER ID	NUMBER
12/18/2024	1343	1005	P1629	2412180765

WITNESS ONLY	PASSENGER ONLY	AGE	SEX	EXTENT OF INJURY ("X" ONE)				INJURED WAS ("X" ONE)						PARTY NUMBER	SEAT POS.	AIR BAG	SAFETY EQUIP.	EJECTED
				FATAL INJURY	SUSPECTED SERIOUS INJURY	SUSPECTED MINOR INJURY	POSSIBLE INJURY	DRIVER	PASS	PED.	BICYCLIS	OTHER	OPER.					
☐	☐	53	F	☐	☐	☒	☐	☒	☐	☐	☐	☐	☐	2	1	M	G	0

NAME / D.O.B. / ADD: **SALAM HASSOUN / 02/07/1971 / 7224 N CHRIS AVE FRESNO CA 93720 USA** — Telephone: **(559) 346-7853**

(INJURED ONLY) TRANSPORTED BY: **American Ambulance** — EMS RUN NUMBER — TAKEN TO: **Kaiser Permanente**

DESCRIBE INJURIES: **Complain of pain to left shoulder.**

☐ ☐ NAME / D.O.B. / ADDRESS / / — Telephone

(INJURED ONLY) TRANSPORTED BY — EMS RUN NUMBER — TAKEN TO

DESCRIBE INJURIES

☐ ☐ NAME / D.O.B. / ADDRESS / / — Telephone

(INJURED ONLY) TRANSPORTED BY — EMS RUN NUMBER — TAKEN TO

DESCRIBE INJURIES

☐ ☐ NAME / D.O.B. / ADDRESS / / — Telephone

(INJURED ONLY) TRANSPORTED BY — EMS RUN NUMBER — TAKEN TO

DESCRIBE INJURIES

☐ ☐ NAME / D.O.B. / ADDRESS / / — Telephone

(INJURED ONLY) TRANSPORTED BY — EMS RUN NUMBER — TAKEN TO

DESCRIBE INJURIES

☐ ☐ NAME / D.O.B. / ADDRESS / / — Telephone

(INJURED ONLY) TRANSPORTED BY — EMS RUN NUMBER — TAKEN TO

DESCRIBE INJURIES

PREPARED BY	ID NUMBER	MO DAY YEAR	REVIEWERS NAME	MO DAY YEAR
AVALOS, EDUARDO P1629	P1629	12/18/2024	REESE, SCOTT S264	02/03/2025

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
NARRATIVE/SUPPLEMENTAL
CHP 556 Page 4 (Rev. 4-11) OPI 060

DATE OF COLLISION (MO. DAY. YEAR)	TIME (2400)	NCIC #	OFFICER I.D.	NUMBER
12/18/2024	1343	1005	P1629	2412180765

FACTS:

NOTIFICATION: On 12/18/2024, I was working uniformed patrol assigned to the Northwest Policing District, detailed as SHAW1. While on patrol, I was dispatched to a call of a non-injury collision at 1343 hours. I responded from Shaw ave and Palm Ave and arrived on scene at 1353 hours.

SCENE: The collision occurred in the shopping center parking lot in the northwest corner of Shaw Ave and Marks Ave. At the scene of this collision, there is a stop sign in the south east portion of the parking lot for east and west bound traffic, but no stop sign for north and south bound traffic.

PARTIES:

Party #1 (Redfern) was located on scene. Party 1 was identified by a valid CA driver's license. Redfern was placed as the driver of Vehicle-1 by his own admission.

FORD F-250, Driver #1's vehicle, was located on its wheels. Vehicle-1 was parked in a parking stall and it appeared to have minor front end damage.

Party #2 (Hassoun) was located on scene. Party 2 was identified by a valid CA driver's license. Hassoun was placed as a party by her own admission and being found in the driver's seat of Vehicle-2

NISSAN ROGUE, Driver #2's vehicle, was located on its wheels. The vehicle appeared to have major damage to the driver's side door.

STATEMENTS:

Party-1 (Redfern, Donald) stated he was driving eastbound through the parking lot, headed towards the exit that leads towards Marks Ave. Redfern stated he has knowledge of traffic backing up at this exit, so he was looking towards that direction as he was driving. Redfern stated he does not believe he did not stop at the posted stop sign, because he was focused and looking beyond to see if traffic was backed up at the exit of the parking lot. Redfern stated he was traveling at approximately 5 mph.

Party-2 (Hassoun, Salam) stated she was traveling north bound through the parking lot. As she was approaching the area where the stop sign is posted, she noticed Vehicle-1 was traveling east bound and she believed the vehicle was going to stop. Hassoun stated the vehicle did not stop and collided with her vehicle in the driver's side door. Hassoun complained of shoulder pain and was later transported to the hospital by EMS. Hassoun stated she was traveling at approximately 5 mph.

OPINIONS AND CONCLUSIONS

PREPARED BY	ID NUMBER	MO DAY YEAR	REVIEWERS NAME	MO DAY YEAR
AVALOS, EDUARDO P1629	P1629	12/18/2024	REESE, SCOTT S264	02/03/2025

DATE OF COLLISION (MO. DAY. YEAR)	TIME (2400)	NCIC #	OFFICER I.D.	NUMBER
12/18/2024	1343	1005	P1629	2412180765

SUMMARY: Vehicle-1 was traveling east bound through the parking lot, with the driver focusing his attention towards an exit out of the parking lot, which leads to Marks Ave. The driver of V-1, Redfern, stated he has knowledge of the exit getting backed up with traffic so he was looking ahead to see if there was traffic. Due to his focus being towards the exit, Redfern stated he does not believe he stopped at the posted stop sign and collided with Vehicle-2.

AREA OF IMPACT: There was no area of impact noted due to this collision taking place in private property.

CAUSE: Based on the evidence observed, it is my opinion that Party-1 caused the collision by being in violation of VC 22450, Running stop sign.

RECOMMENDATIONS

None.

PREPARED BY	ID NUMBER	MO DAY YEAR	REVIEWERS NAME	MO DAY YEAR
AVALOS, EDUARDO P1629	P1629	12/18/2024	REESE, SCOTT S264	02/03/2025

PROOF OF SERVICE

I, Teresa Tahan, declare as follows:

I am a resident of the United States and an employee in the County of San Luis Obispo. I am over the age of 18 and not a party to the above-entitled action. My business address is 412 Marsh Street, San Luis Obispo, California 93401.

On February 20, 2025, I caused the document(s) described below to be served:

CLAIM FOR DAMAGES

on the interested parties in this action addressed as follows:

*****SEE ATTACHED SERVICE LIST*****

☒ **BY ***CERTIFIED*** U.S. MAIL**: I am readily familiar with the firm's practice of collection and processing documents for mailing. Under that practice, the envelopes are sealed and, with postage thereon fully prepaid, deposited with the United States Postal Service on that same day at San Luis Obispo, California, in the ordinary course of business. I am aware that, on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in this affidavit.

☐ BY HAND DELIVERY: I personally delivered such envelope to the offices of the addressee, following ordinary business practices.

☐ BY E-MAIL: Due to the Covid-19 Emergency Order, on the above-date, I sent the above-described document(s) electronically to the recipient(s) noted above via e-mail addresses listed above.

☐ BY OVERNIGHT COURIER: I caused such document(s) to be delivered by overnight mail to the offices of the addressee by placing it for collection by Federal Express following ordinary business practices, to wit, that package(s) will either be picked up from the firm by the courier service, and/or delivered to the courier's office.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on February 20, 2025 at San Luis Obispo, California.

Teresa Tahan

Teresa Tahan

SERVICE LIST

FRESNO UNIFIED SCHOOL DISTRICT
ATTN: RISK MANAGEMENT DEPT., STACEY SANDOVAL
2309 TULARE STREET
FRESNO, CA 93721

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: March 26, 2025

ACTION REQUESTED: PRESENT AND DISCUSS

TITLE AND SUBJECT: Present and Discuss Goals and Guardrails Monitoring

ITEM DESCRIPTION: The Board will be trained on the goals and guardrails monitoring process, a key component of the Student Focused Outcomes Governance work. This training will be led by Sue Deigaard from the Council of the Great City Schools.

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

PREPARED BY: Ambra O'Connor

DIVISION: Superintendent's Office

CABINET APPROVAL PHONE: (559) 457-3838

CABINET APPROVAL: Chief of Staff, Ambra O'Connor 

INTERIM GOAL L1

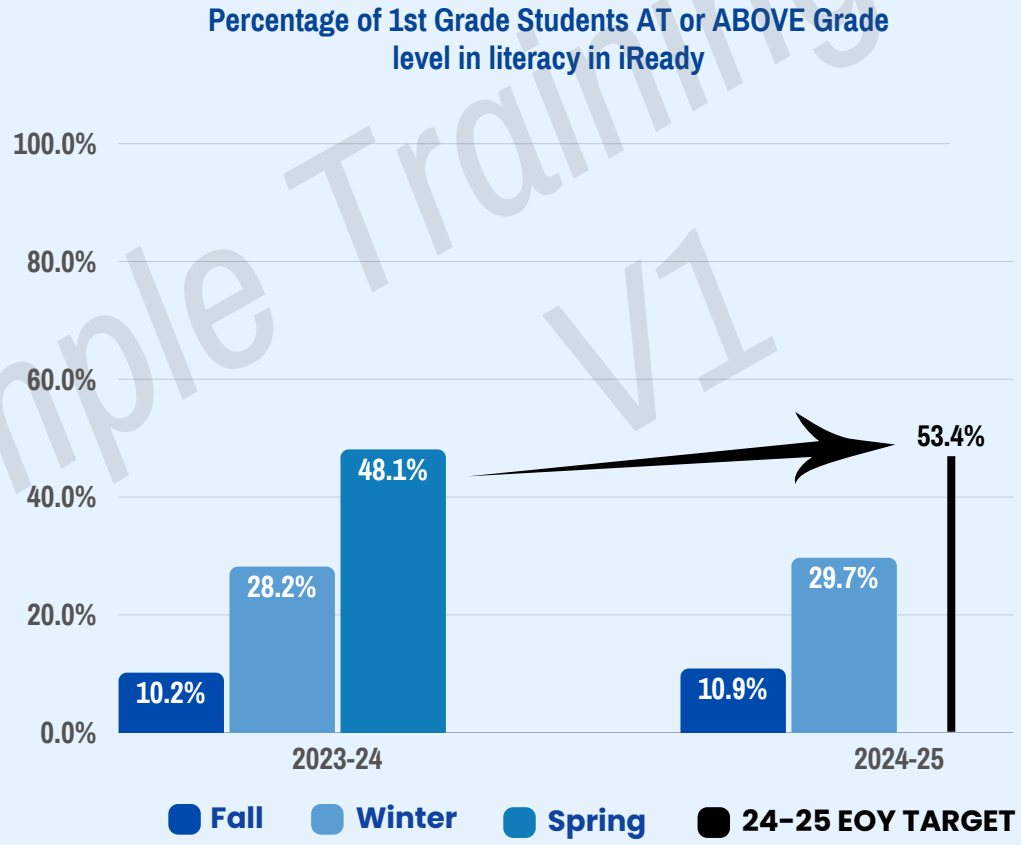
Goal: Early Literacy

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.

Interim Goal: L1

From June 2024 to June 2026, the percentage of 1st grade students who are at or above grade level in literacy as measured by iReady diagnostic assessment will increase from 48% to 58.6%.

Sample Training Draft - V1



STATUS: NOT MET | MET | EXCEEDED

Superintendent's Response:

- Our students are performing at a level that is status quo.
- This year's students in grade 1 started out at a very similar level as compared to prior year.
- We can infer that the level of preparedness when they left Kindergarten has not changed.
- Results at midyear show some promise in the right direction, almost a 2% gain from last year's first graders.
- If students continue with the same or greater momentum, we should see a nice gain at the end of the year.

Data Source: iReady Proficiency Report - D1, D2, D3

INTERIM GOAL L2

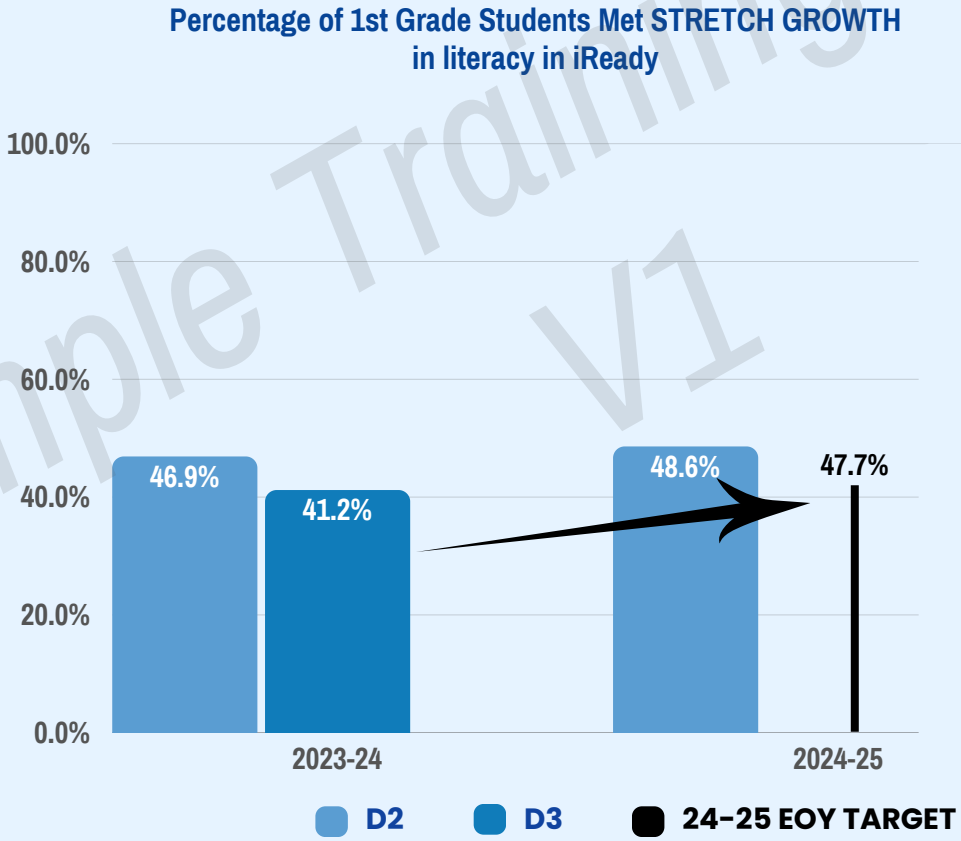
Goal: Early Literacy

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.

Interim Goal: L2

From June 2024 to June 2026, the percentage of 1st grade students who are meeting their stretch growth target as measured by iReady diagnostic assessment will increase from 41% to 54%.

Sample Training Draft - V1



STATUS: NOT MET | MET | EXCEEDED

Superintendent's Response:

Data Source: iReady Growth Report - D1, D2, D3

INTERIM GOAL L3

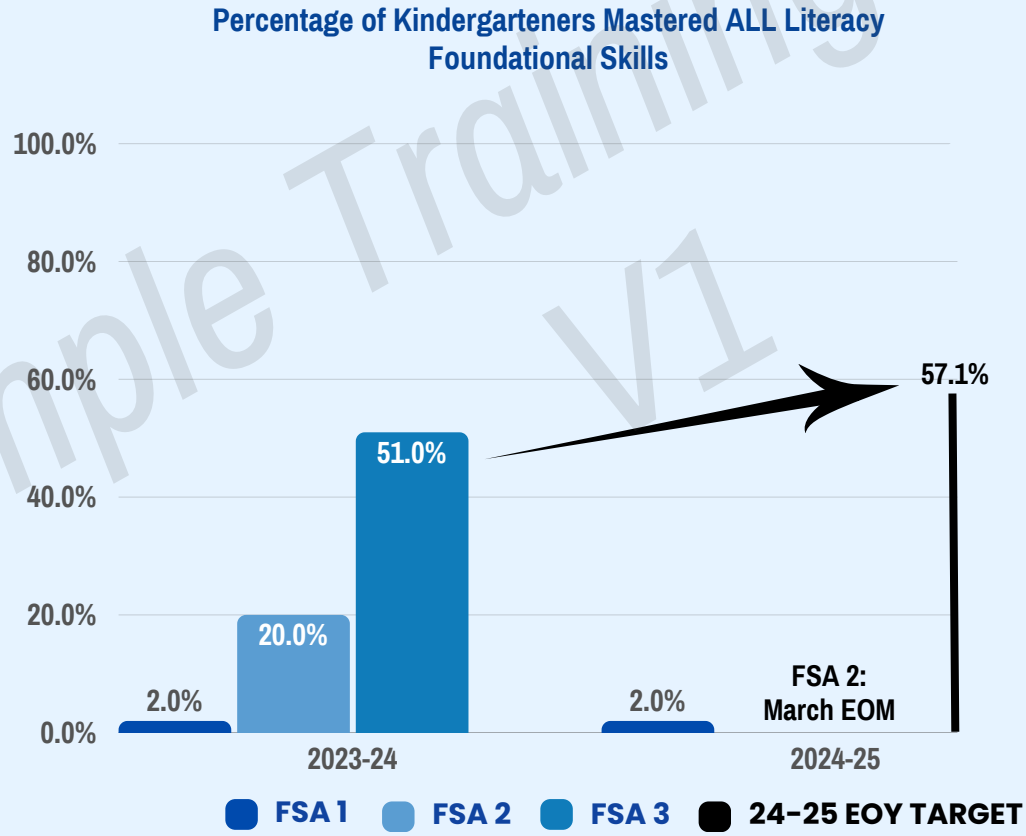
Goal: Early Literacy

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.

Interim Goal: L3

From June 2024 to June 2026, the percentage of Kindergarteners who are mastering literacy foundational skills as measured by an updated comprehensive K-FSA assessment will increase from 51% to 63.2%.

Sample Training Draft - V1



STATUS: NOT MET | MET | EXCEEDED

Superintendent's Response:

Data Source: rpt_FSA_3_English EOY 23-24, FSA_1_English 2024-25

INTERIM GOAL L1

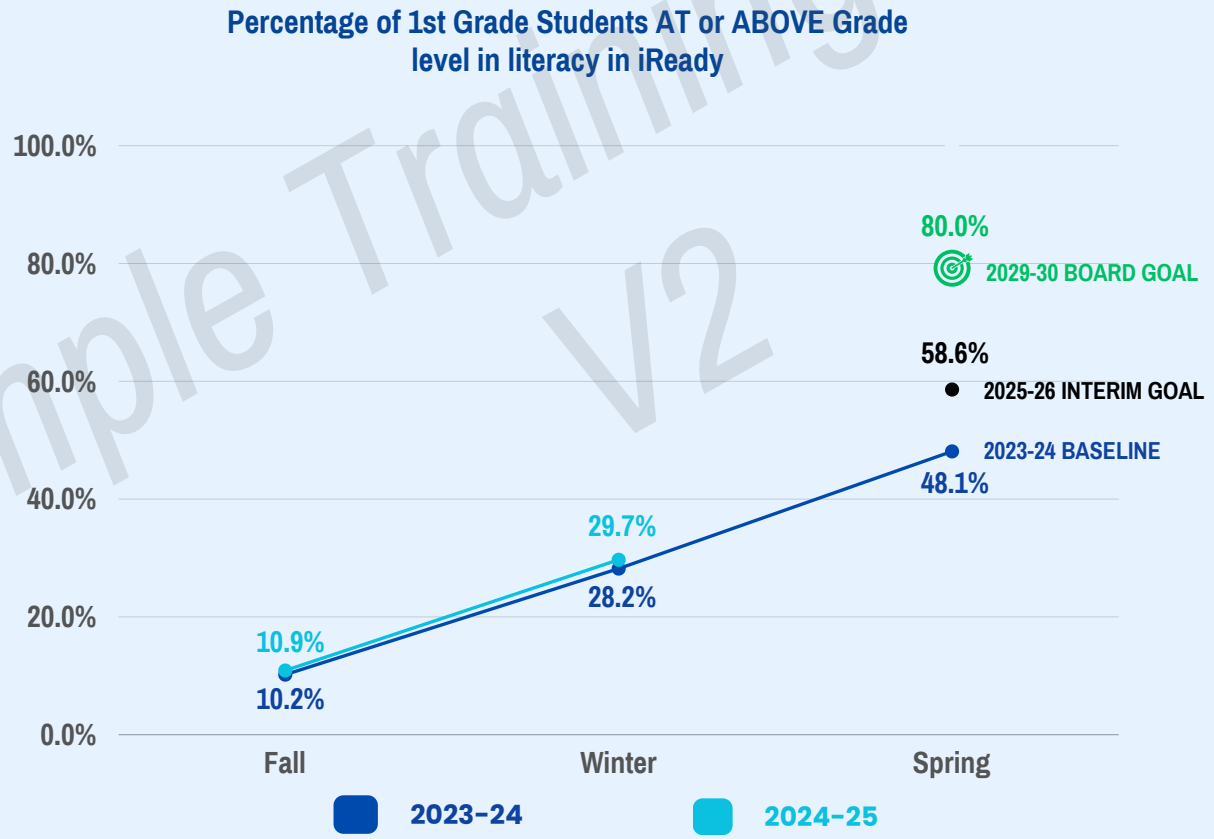
Goal: Early Literacy

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.

Interim Goal: L1

From June 2024 to June 2026, the percentage of 1st grade students who are at or above grade level in literacy as measured by iReady diagnostic assessment will increase from 48% to 58.6%.

Sample Training Draft - V2



STATUS: Off Track | **On Track**

Root Causes

- Students need increased opportunities to engage in phonics, phonemic awareness, and fluency practice.
- Students need increased opportunities to practice foundational skills within text (i.e., reading).
- Students need multiple opportunities to demonstrate their mastery of foundational skills.

Response / Rationale

- Building teacher and leader knowledge around progression of reading foundational skills.
- Provide additional opportunities for students to read more during the school day and practice their discrete skills in context.
- Building systems to progress monitor student and classroom patterns and trends of skill mastery in order to identify areas for intervention.

Action Steps

- Teacher and leader professional learning around progression of reading foundational skills.
- Professional learning around reading instruction strategies (e.g., small group, guided reading).
- Creation of additional local progress monitoring systems (i.e., Multi-Tiered Systems of Support).

Data Source: iReady Proficiency Report - D1, D2, D3
Data as of Date: 5/29/2024 & 1/3/2025

INTERIM GOAL L2

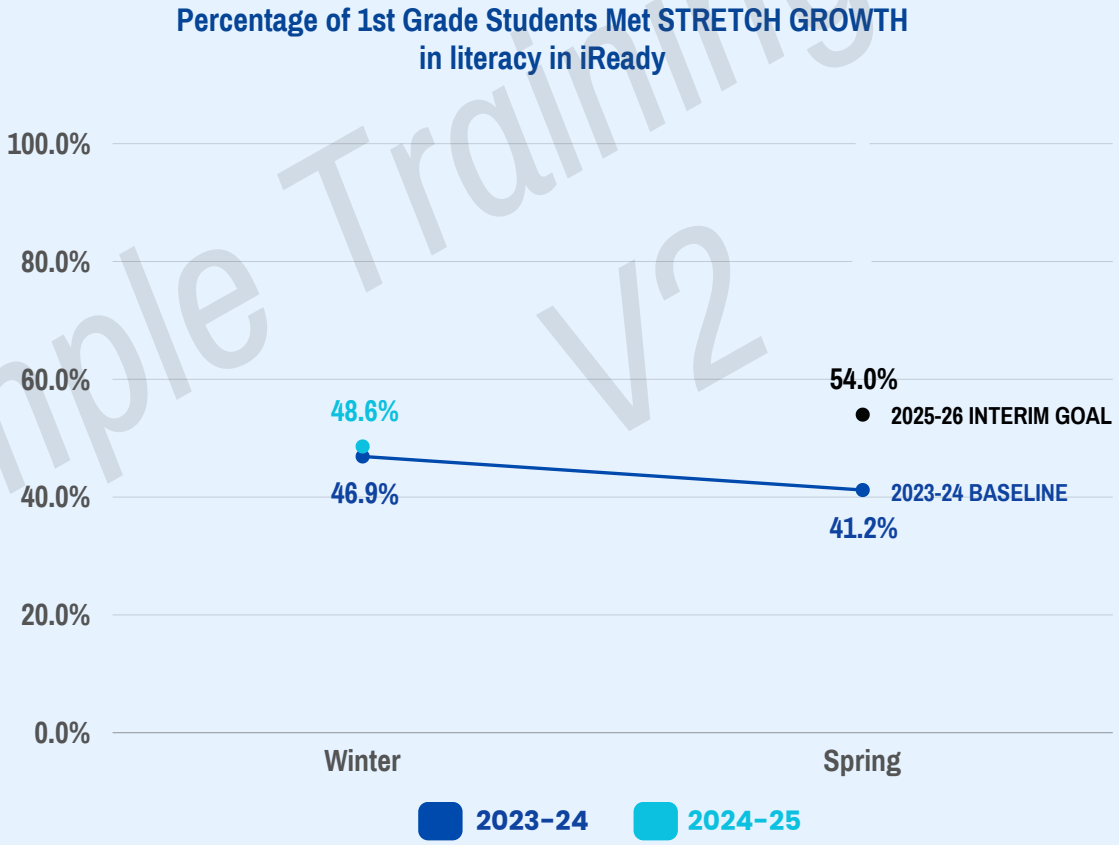
Goal: Early Literacy

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.

Interim Goal: L2

From June 2024 to June 2026, the percentage of 1st grade students who are meeting their stretch growth target as measured by iReady diagnostic assessment will increase from 41% to 54%.

Sample Training Draft - V2



STATUS: Off Track | **On Track**

Root Causes	Response / Rationale	Action Steps

Data Source: iReady Growth Report - D1, D2, D3
Data as of Date: 5/29/2024 & 1/2/2025

INTERIM GOAL L3

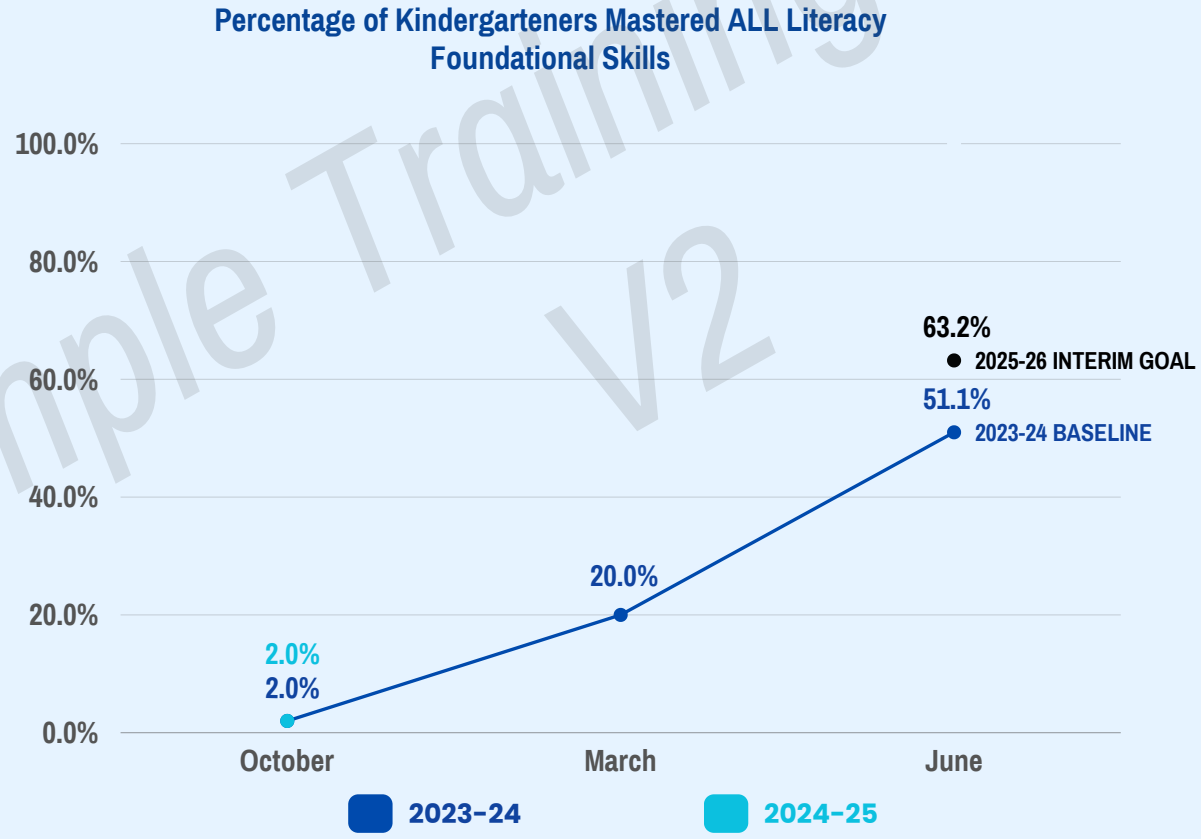
Goal: Early Literacy

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.

Interim Goal: L3

From June 2024 to June 2026, the percentage of Kindergarteners who are mastering literacy foundational skills as measured by an updated comprehensive K-FSA assessment will increase from 51% to 63.2%.

Sample Training Draft - V2



STATUS: Off Track | **On Track**

Root Causes	Response / Rationale	Action Steps

INTERIM GOAL L1

Goal: Early Literacy

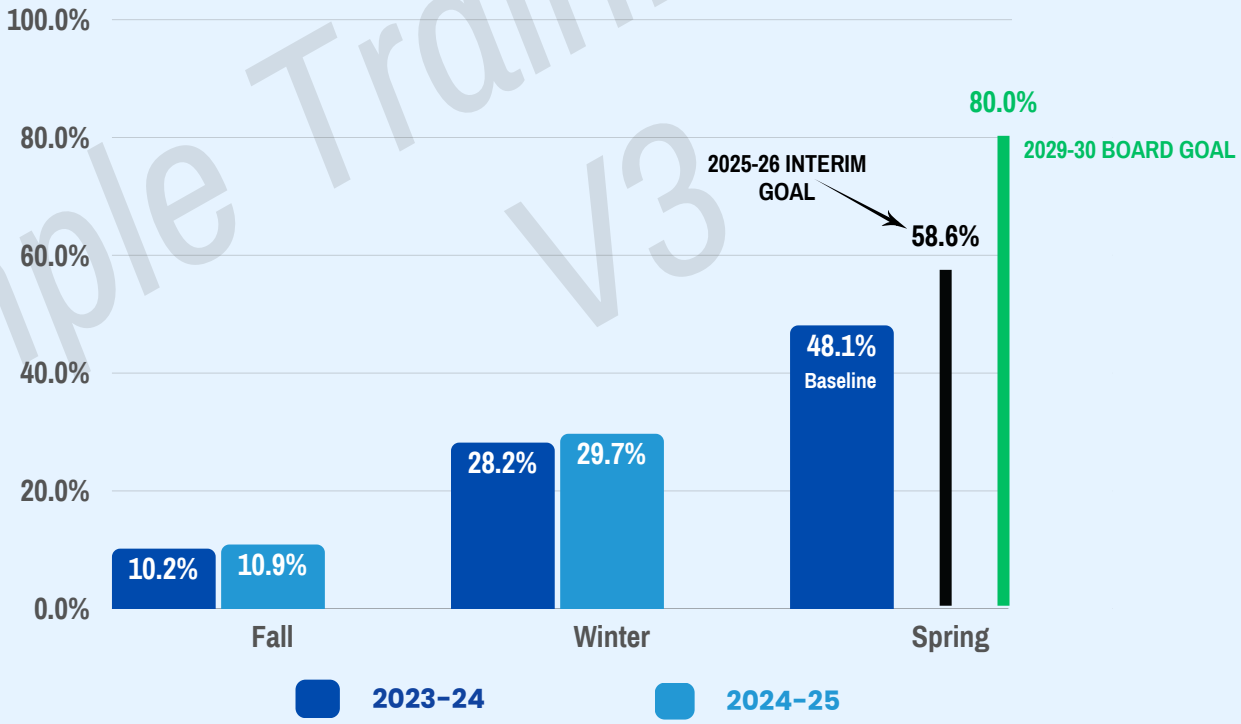
The percentage of 1st graders who are proficient in literacy based on iReady results will increase from 48% in June 2024 to 80% June 2030.

Interim Goal: L1

From June 2024 to June 2026, the percentage of 1st grade students who are at or above grade level in literacy as measured by iReady diagnostic assessment will increase from 48% to 58.6%.

Sample Training Draft - V3

Percentage of 1st Grade Students AT or ABOVE Grade level in literacy in iReady



STATUS: Off Track | **On Track**

Root Causes

- Students need increased opportunities to engage in phonics, phonemic awareness, and fluency practice.
- Students need increased opportunities to practice foundational skills within text (i.e., reading).
- Students need multiple opportunities to demonstrate their mastery of foundational skills.

Response / Rationale

- Building teacher and leader knowledge around progression of reading foundational skills.
- Provide additional opportunities for students to read more during the school day and practice their discrete skills in context.
- Building systems to progress monitor student and classroom patterns and trends of skill mastery in order to identify areas for intervention.

Action Steps

- Teacher and leader professional learning around progression of reading foundational skills.
- Professional learning around reading instruction strategies (e.g., small group, guided reading).
- Creation of additional local progress monitoring systems (i.e., Multi-Tiered Systems of Support).

Data Source: iReady Proficiency Report - D1, D2, D3
Data as of Date: 5/29/2024 & 1/3/2025

INTERIM GOAL L2

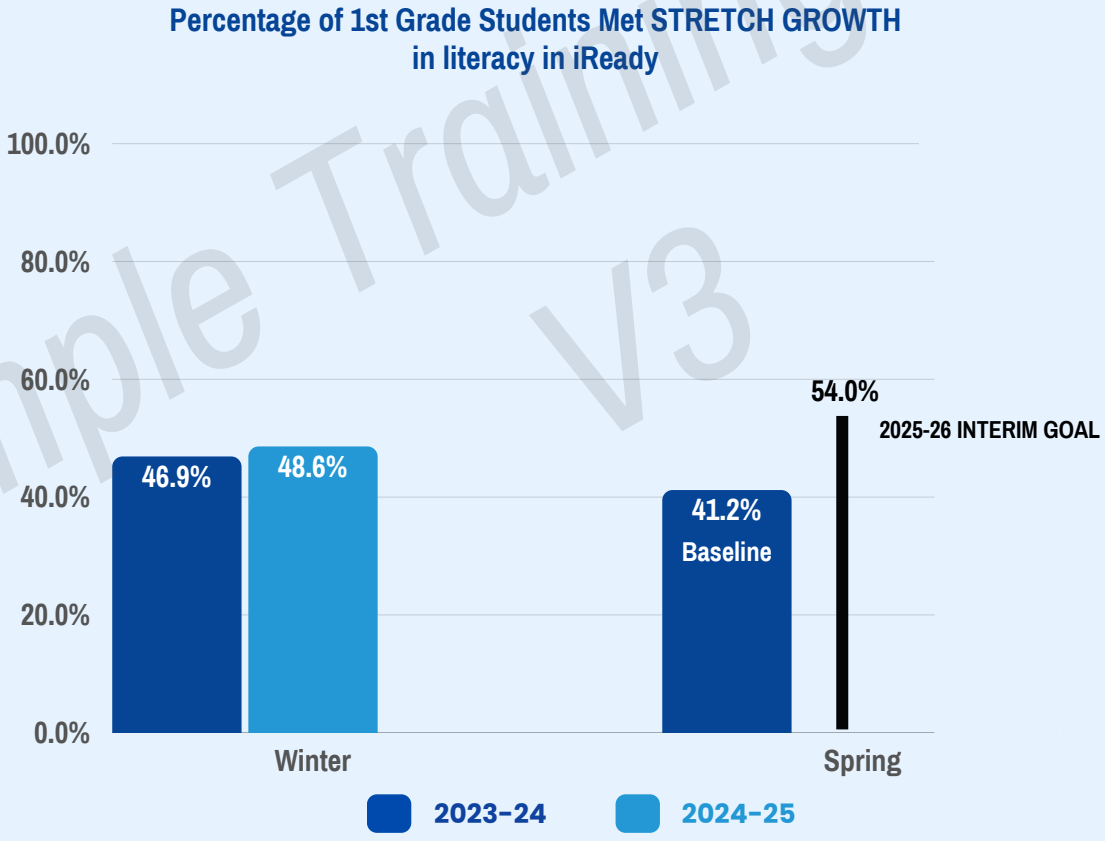
Goal: Early Literacy

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.

Interim Goal: L2

From June 2024 to June 2026, the percentage of 1st grade students who are meeting their stretch growth target as measured by iReady diagnostic assessment will increase from 41% to 54%.

Sample Training Draft - V3



STATUS: Off Track | **On Track**

Root Causes	Response / Rationale	Action Steps

Data Source: iReady Growth Report - D1, D2, D3
Data as of Date: 5/29/2024 & 1/2/2025

INTERIM GOAL L3

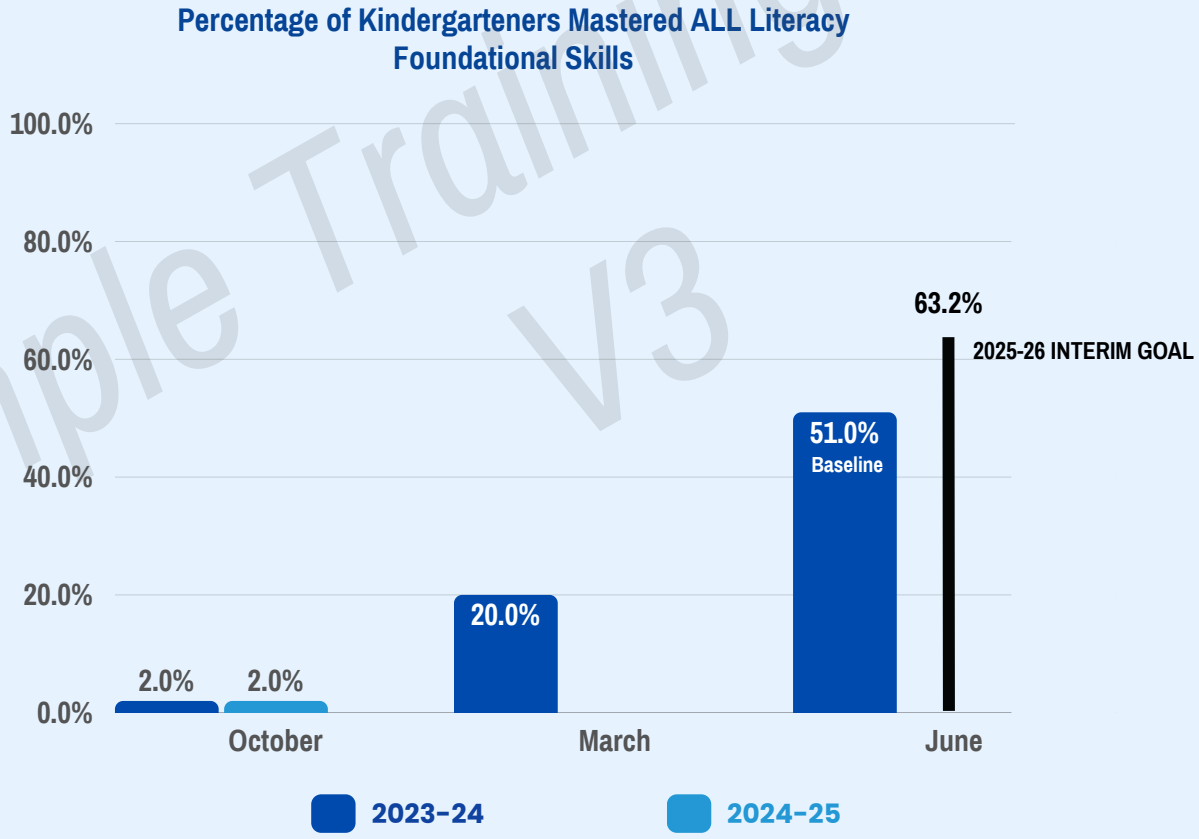
Goal: Early Literacy

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Interim Goal: L3

From June 2024 to June 2026, the percentage of Kindergarteners who are mastering literacy foundational skills as measured by an updated comprehensive K-FSA assessment will increase from 51% to 63.2%.

Sample Training Draft - V3



STATUS: Off Track | **On Track**

Root Causes	Response / Rationale	Action Steps

Data Source: rpt_FSA_3_English EOY 23-24, FSA_1_English 2024-25
Data as of Date: 6/12/2024 & 10/16/2024

Goals and Guardrails to be Monitored	Interim Goals to be Monitored	Interim Guardrails to be Monitored	Month	Agenda Items Due to Board Office	Executive Cabinet Agenda Review	Board Leadership Agenda Review	Owners to Review Data and Create Draft Supt Response	Supt to Review Support Material	Support Material due to Board Office	Board Packets Delivered to Trustees	Questions from Trustees to Chief of Staff	Q&A to Board & Posted Online	Board Meeting
				9:00 a.m.	**12:00 p.m.**	**12:00 p.m.**	**12:00 p.m.**	**12:00 p.m.**	**4:00 p.m.**	**By 4:00 p.m.**	**9:00 a.m.**	**4:00 p.m.**	**4:30 p.m.**
Early Literacy, Equitable Access	L1, L2	EA1	June	6/2/2025	6/3/2025	6/4/2025	6/4/2025	6/6/2024	6/9/2025	6/11/2025	6/16/2025	6/17/2025	**6/18/2025**

DRAFT

Goals and Guardrails to be Monitored	Interim Goals to be Monitored	Interim Guardrails to be Monitored	Month	Agenda Items Due to Board Office	Executive Cabinet Agenda Review	Board Leadership Agenda Review	Owners to Review Data and Create Draft Supt Response	Supt to Review Support Material	Support Material due to Board Office	Board Packets Delivered to Trustees	Questions from Trustees to Chief of Staff	Q&A to Board & Posted Online	Board Meeting
				9:00 a.m.	12:00 p.m.	12:00 p.m.	12:00 p.m.	12:00 p.m.	4:00 p.m.	By 4:00 p.m.	9:00 a.m.	4:00 p.m.	4:30 p.m.
Early Literacy, Literacy Intervention, College & Career Readiness, Community Engagement, Effective Staff, Health & Wellness	L3, CCR1	CE1, ES2, ES3	August	8/11/2025	8/12/2025	8/13/2025	8/11/2025	8/15/2025	8/18/2025	8/20/2025	8/25/2025	8/26/2025	**8/27/2025**
College & Career Readiness, Health & Wellness	CCR2	HW1	September	9/8/2025	9/9/2025	9/10/2025	9/10/2025	9/12/2025	9/15/2025	9/17/2025	9/22/2025	9/23/2025	**9/24/2025**
Life Skills, Equitable Access	LS2	EA3	October	9/29/2025	9/30/2025	10/1/2025	10/1/2025	10/3/2025	10/6/2025	10/8/2025	10/13/2025	10/14/2025	**10/15/2025**
Early Literacy, Literacy Intervention, College & Career Readiness, Equitable Access	L3, LI2, CCR3	EA2	November	11/3/2025	11/4/2025	11/5/2025	11/5/2025	11/7/2025	11/10/2025	11/12/2025	11/17/2025	11/18/2025	**11/19/2025**
Literacy Intervention, Life Skills, Health & Wellness	LI3, LS1	HW2, HW3	December	12/1/2025	12/2/2025	12/10/2025	12/3/2025	12/5/2025	12/10/2025	12/10/2025	12/15/2025	12/16/2025	**12/17/2025**

DRAFT

Goals and Guardrails to be Monitored	Interim Goals to be Monitored	Interim Guardrails to be Monitored	Month	Agenda Items Due to Board Office	Executive Cabinet Agenda Review	Board Leadership Agenda Review	Owners to Review Data and Create Draft Supt Response	Supt to Review Support Material	Support Material due to Board Office	Board Packets Delivered to Trustees	Questions from Trustees to Chief of Staff	Q&A to Board & Posted Online	Board Meeting
				9:00 a.m.	12:00 p.m.	12:00 p.m.	12:00 p.m.	12:00 p.m.	4:00 p.m.	By 4:00 p.m.	9:00 a.m.	4:00 p.m.	4:30 p.m.
Early Literacy,Literacy Intervention,College & Career Readiness,Equitable Access,Effective Staff	L1,L2,LI1	EA1,ES1	January	1/12/2026	1/13/2026	1/14/2026	1/12/1016	1/14/2026	1/16/2026	1/21/2026	1/26/2026	1/27/2026	**1/28/2026**
College & Career Readiness, Health & Wellness	CCR1, CCR2	HW1	February	2/6/2026	2/10/2026	2/11/2026	2/11/2026	2/13/2026	2/16/2026	2/18/2026	2/23/2026	2/24/2026	**2/25/2026**
Literacy Intervention, College & Career Readiness, Equitable Access	LI2, CCR3	EA2, EA3	March	3/9/2026	3/10/2026	3/11/2026	3/11/2026	3/13/2026	3/16/2026	3/18/2026	3/23/2026	3/24/2026	**3/25/2026**
Early Literacy, College & Career Readiness	L3, CCR3		April	4/6/2026	4/7/2026	4/8/2026	4/8/2026	4/10/2026	4/13/2026	4/15/2026	4/20/2026	4/21/2026	**4/22/2026**
Life Skills, Health & Wellness	LS1, LS2	HW2, HW3	May	5/11/2026	5/12/2026	5/13/2026	5/13/2026	5/15/2026	5/18/2026	5/20/2026	5/22/2026	5/26/2026	**5/27/2026**
Early Literacy, Literacy Intervention, Community Engagement, Equitable Access	L1, L2, LI1	CE2, EA1	June	6/1/2026	6/2/2026	6/3/2026	6/2/2026	6/5/2026	6/8/2026	6/10/2026	6/15/2026	6/16/2026	**6/17/2026**

DRAFT

Board Adopted Goals and Interim 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.

- From June 2024 to June 2026, the percentage of 1st grade students who are at or above grade level in literacy as measured by iReady diagnostic assessment will increase from 48% to 58.6%.
- From June 2024 to June 2026, the percentage of 1st grade students who are meeting their stretch growth target as measured by iReady diagnostic assessment will increase from 41% to 54%.
- From June 2024 to June 2026, the percentage of Kindergarteners who are mastering literacy foundational skills as measured by an updated comprehensive K-FSA assessment will increase from 51% to 63.2%.

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.

- From June 2024 to June 2026, the percentage of identified 3rd – 6th grade students who meet their stretch growth goal on iReady will increase from X% to 50%.
    - (Baseline data will be inserted by June 2025).
- From June 2024 to June 2026, the percentage of identified 7th – 8th students who improve at least one performance band from the first administration to the second administration on the district interim assessment will increase from X% to 50%.
    - (Baseline data will be inserted by June 2025).
- From August 2026 to June 2027, the percentage of identified 3rd – 8th grade students who improve a minimum of one rubric score from the first to the second administration on the district writing assessment will increase from X% to 50%.
    - (Baseline data to be inserted by September 2026).

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.

- From June 2024 to June 2028, the percentage of 9th and 10th grade students who receive at least one "D" or "F" on their report card at the end of the semester will decrease from 55.2% to 38.2%.
- From June 2025 to June 2028, the percentage of 9th - 12th grade students who have successfully completed a dual enrollment course, Career Technical Education

concentrator/capstone courses, or a work-based learning experience each semester will increase from X% to Y%.
    - (Baseline data to be inserted in mid-May 2025).
- From February 2025 to February 2028, the percentage of 9th - 11th grade students who achieve "nearly met" or higher on the district interim assessments/benchmark in mathematics will increase from X% to Y%.
    - (Baseline data to be inserted by mid-May 2025).

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.

- From October 2026 to May 2029, the percentage of 4th – 8th grade students attaining or sustaining typical or strength ratings as measured by the Devereux Student Strengths Assessment (DESSA) will increase from X% to Y%.
    - (Baseline data to be inserted by November 2026).
- From June 2027 to June 2030, the percentage of Kindergarten - 12th grade students that demonstrate a 3 or 4 rating as measured by the Portrait of a Learner Portfolio assessment will increase from X% to Y%.
    - (Baseline data to be inserted by July 2027).

Board Adopted Guardrails and Interim Guardrails:

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

- By August 2025, specific criteria will be established to include in all community engagement plans.
- From June 2025 to June 2026, the percentage of major decisions brought to the Board for approval that impact more than 25% of a targeted group that include a community engagement plan will increase from 0% to X%.
    - (Baseline data to be inserted following adoption of board policy/bylaw direction on major decisions).

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.

- From August 2025 to June 2027, the percentage of Kindergarten through 6th grade students in each of the identified subgroups whose academic performance is equal to

or exceeds the district average as reported on iReady reading diagnostic will increase from X% to Y%.
    - (Baseline data to be added by September 2025).
- From August 2025 to June 2027, the percentage of 7th – 11th grade students in each of the identified subgroups whose academic performance is equal to or exceeds the district average as reported on the English Language Arts secondary district interim assessment will increase from X% to Y%.
    - (Baseline data to be added by September 2025).
- From August 2025 to June 2027, the percentage of site and district leaders who receive professional learning in Targeted Universalism will increase from 0% to 90%.

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.

- From June 2025 to June 2028, the percentage of employees who complete supervision and evaluation, FRISK, Anti-Bias and Collective Bargaining Agreement training prior to supervising and evaluating employees will be increased from 0% to 100%.
- From June 2025 to June 2028, the percentage of evaluations for employees performing "does not meet standard" that include actionable feedback in a written support plan to help improve performance will increase from X% to 100%.
    - (Baseline data to be inserted by August 2025).
- From June 2025 to June 2028, the percentage of hires, promotions, laterals and extra pay contracts where evaluations are used in the decision-making process will increase from 0% to 100%.

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

- From July 2025 to July 2028, the percentage of schools utilizing the current adopted Social Emotional Learning (SEL) curriculum will increase from X% to Y%.
    - (Baseline data to be inserted by August 2025).
- From October 2025 to October 2028, the percentage of students responding agree or strongly agree as measured by the identified climate and culture survey domain will increase from X% to Y%.
    - (Baseline data to be inserted by November 2025).
- From October 2025 to October 2028, the percentage of staff responding agree or strongly agree as measured by the identified climate and culture survey domain will increase from X% to Y%.
    - (Baseline data to be inserted by November 2025).