AGENDA
JUNE 18, 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

***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:
Mao Misty Her, Superintendent

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

PLEDGE OF ALLEGIANCE

Ambra O'Connor will lead the flag salute.

RECOGNITION OF THE 2024/25 RETIREES

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. Associate Superintendent
    b. Chief Academic Officer
5. Conference with Legal Counsel – Existing Litigation (Government Code Section 54956.9 (d)(1)).
    a. Don Sommarstrom v. Fresno Unified Workers' Compensation Fresno Unified Case No. WC23-1128-11598
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

1. RECEIVE Constituent Services Quarterly Reporting — 22 - 24
   Receive Constituent Services Quarterly Reporting.docx
   Receive Constituent Services Quarterly Reporting-BACKUP.pdf

Included in the Board material is the Constituent Services Quarterly Reporting for Constituent Services activities for the time period of February 01, 2025, through April 30, 2025. Also included is the Quarterly Reporting for the Valenzuela/Williams Uniform Complaint Procedures from February 01, 2025, through April 30, 2025, in accordance with Education Code § 35186. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone (559) 457-3838.

B. CONFERENCE/DISCUSSION AGENDA

1. *6:35 P.M. 25 - 38

DISCUSS and ADOPT the 2025/26 Local Control and Accountability Plan

Discuss and Adopt the 2025/26 Local Control and Accountability Plan.docx

DISCUSS and ADOPT the 202526 Local Control and Accountability Plan.pdf

Included in the Board material is the Fresno Unified School District 2025/26 Local Control and Accountability Plan (LCAP) and LCAP Federal Addendum. Staff will present and the Board of Education will discuss and adopt the plan. As required by Education Code, districts must adopt the LCAP prior to July 01, 2025, which must coincide with the adoption of the district budget. The Superintendent **recommends adoption.** Fiscal impact: The LCAP can be found on the Office of State and Federal's public website prior to the meeting on June 18, 2025. Contact person: Patrick Jensen, telephone (559) 457-6226.

2. *6:50 P.M. 39 - 47

DISCUSS and ADOPT the Fresno Unified School District 2025/26 Proposed Budget and Education Protection Account

Discuss and Adopt the Fresno Unified School District 2025/26 Proposed Budget and EPA.docx

Discuss and Adopt the Fresno Unified School District 2025-26 Proposed Budget and EPA-BACKUP.pdf

Included in the Board material is the 2025/26 Proposed Budget which includes the multi-year projected budget for the Unrestricted General Fund. The agenda item will describe factors addressed in the 2025/26 Proposed Budget and issues affecting the multi-year projections for 2026/27 and 2027/28. The Superintendent **recommends adoption**. Fiscal impact: Noted in the support material. Contact person: Patrick Jensen, telephone (559) 457-6226.

3. *7:05 48 - 51

DISCUSS and APPROVE Initial Proposal from Fresno Unified School District to Service Employees International Union, Local 521-Successor Agreement

Discuss and Approve Initial Proposal from Fresno Unified School District to Service Employees International Union, Local 521-Successor Agreement.docx

Discuss and Approve Initial Proposal from Fresno Unified School District to Service Employees International Union, Local 521- Successor Agreement-BACKUP.docx

Included in the Board material is the Fresno Unified School District 2025-2028 initial proposal to Service Employees International Union, Local 521. In accordance with Government Code 3547, all initial proposals of the exclusive representative shall be presented at a public meeting of the public-school employer and thereafter shall be public record. The Superintendent **recommends approval**. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone, (559) 457-3713.

4. *7:10 P.M. 52 - 61

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 the Consent Agenda

1. APPROVE Personnel List 62 - 65

Approve Personnel List.docx

Approve Personnel List-BACKUP.pdf

Included in the Board material is the personnel List, Appendix A, as submitted. The Superintendent **recommends approval**. Fiscal Impact: There is no fiscal impact to the district at this time. Contact person: 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 June 04, 2025. The 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 66 - 87

Approve Meeting Minutes.docx

Approve Meeting Minutes-BACKUP.pdf

Included in the Board material are the draft minutes for the regular meetings of the Fresno Unified School District Board of Education held May 28 and June 04, 2025. The Superintendent **recommends approval**. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Superintendent, Mao Misty Her, telephone (559) 457-3884.

4. ADOPT Resolution 25-93, Authorizing Inter-Fund Loans for Cash Flow Purposes 88 - 89

Adopt Resolution 25-93, Authorizing Inter-Fund Loans for Cash Flow Purposes.docx

Adopt Resolution 25-93, Authorizing Inter-Fund Loans for Cash Flow Purposes-BACKUP.pdf

Included in the Board material is Resolution 25-93, Authorizing Fresno Unified School District to transfer funds as needed for cash-flow purposes and to repay those transactions as funds become available for the 2025/26 Fiscal Year. Education Code Section 42603 authorizes inter-fund transfer loans to cover such temporary cash flow transfers. The Superintendent **recommends adoption**. There is no fiscal impact to the district. Contact person: Patrick Jensen, telephone (559) 457-6226.

5. APPROVE Proposed Revisions for Board Bylaws 90 - 100

Approve Proposed Revisions for Board Bylaws.docx

Approve Proposed Revisions for Board Bylaws-BACKUP.pdf

Included in the Board material are proposed revisions for three Board Bylaws (BB) and one Exhibit (E) as follows:

BB 9002 Constituent Services
E 9002 Constituent Services (New)
BB 9310 Board Policies
BB 9322 Agenda/Meeting Materials

These revisions are in alignment with Student Outcomes Focused Governance and best practices. 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.

6. APPROVED Proposed Revisions for Board Policies 101 - 153

Approve Proposed Revisions for Board Policies.docx

Approve Proposed Revisions for Board Policies-BACKUP.pdf

Included in the Board material are proposed revisions for fourteen Board Policies (BP) as follows:

- BP 0440.1 Use of District Technology Networks Internet Services and Information Services
- BP 1250 Visitors Outsiders
- BP 3515.5 Sex Offender Information
- BP 5113 Absences and Excuses
- BP 5113.1 Chronic Absence and Truancy
- BP 5131 Conduct
- BP 5144 Discipline
- BP 5144.1 Suspension and Expulsion Due Process
- BP 5145.3 Nondiscrimination-Harassment
- BP 5145.7 Sexual Harassment
- BP 5148.2 Before/Afterschool School Programs
- BP 6158 Independent Study
- BP 6163.4 Student Use of Technology
- BP 7310 Naming of Facility

These revisions meet the California School Boards Association recommendations and best practices. 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.

7. APPROVE the Progress Monitoring Calendar 154 - 165

Approve the Progress Monitoring Calendar.docx

Approve the Progress Monitoring Calendar-BACKUP.pdf

Included in the Board material is a draft monitoring calendar which outlines the goals and guardrails monitoring schedule for 2025/26. Fiscal impact: There is no fiscal impact to the district at this time. The Superintendent **recommends approval**. Contact person: Ambra O'Connor, telephone (559) 457-3838.

8. APPROVE the Fall 2025 California Dashboard Local Indicators 166 - 183

APPROVE The Fall 2025 California Dashboard Local Indicators.pdf

APPROVE the Fall 2025 California Dashboard Local Indicators-BACKUP.pdf

Included in the Board material is updated information regarding the Fall 2025 California Dashboard Local Indicators and associated local indicator mandates. These local indicators include:

- Basic Instructional Materials, Teachers, Facilities
- Implementation of Academic Standards

- Parent and Family Engagement
- Local Climate Survey
- Access to a Broad Course of Study

The Superintendent **recommends approval**. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone (559) 457-3838.

9. APPROVE the Fresno Unified Special Education Local Plan Area's Local Plan for the 2025/26 School Year 184 - 225

Approve the Fresno Unified Special Education Local Plan Area's Local Plan for the 2025-26 School Year.docx

Approve the Fresno Unified Special Education Local Plan Areas Local Plan for the 2025-26 School Year-BACKUP.pdf

Included in the Board material is the Fresno Unified School District 2025/26 Special Education Local Plan Area (SELPA) Local Plan. The Local Plan is comprised of four sections: contacts and certifications, governance and administration, the annual budget plan, and the annual service plan. The Superintendent **recommends approval**. Fiscal Impact: There is no fiscal impact to the district at this time. Contact person: Carlos Castillo, Ed.D., Interim Chief Academic Officer, telephone (559) 457-3750.

10. APPROVE Comprehensive Safe School Plans for the 2025/26 School Year 226

Approve Comprehensive Safe School Plans for the 2025/26 School Year

Included in the Board material are the 2025/26 Comprehensive Safe School Plans for all schools, which are available for review in the Board Office and are recommended for approval. These Plans promote a safe learning environment for students and staff and are organized to align with the California Standardized Emergency Management System. The Superintendent **recommends approval**. Fiscal Impact: There is no fiscal impact to the district at this time. Contact: Carlos Castillo, Ed.D. Telephone: (559) 457-3750.

11. APPROVE Retiree Contracts for the 2024/25 and 2025/26 School Years 227 - 276

Approve Retiree Contracts for the 2024-25 and 2025-26 School Years

Approve Retiree Contracts for the 2025-26 School Year-BACKUP.pdf

Included in the Board material is a list of retiree contracts

recommended for approval to provide services to Fresno Unified School District during the 2025/26 School Year. The list includes the retiree's name, location, and the 2025/26 not-to-exceed amount. The Superintendent **recommends approval**. Fiscal Impact: These retiree contracts will be funded through the appropriate budgets as detailed in the matrix. Contact: Carlos Castillo, Ed.D. Telephone: (559) 457-3750.

12. APPROVE Annual Service Agreements - Primary Report 277 - 280

Approve Annual Service Agreements - Primary Report.docx

Approve Annual Services Agreements-Primary Report-BACKUP.pdf

Included in the Board material is a matrix detailing agreements to provide services to Fresno Unified School District. Agreements will commence after Board approval and will end no later than June 30, 2026. The Superintendent **recommends approval**. Fiscal impact: Sufficient funds have been budgeted in the 2025/26 budget. These investments will be funded through the appropriate budgets, as detailed in the matrix. Contact person: Patrick Jensen, telephone (559) 457-6226.

13. APPROVE Annual Service Agreements - Supplemental Report 281 - 282

Approve Annual Service Agreements - Supplemental Report.docx

Approve Annual Services Agreements-Supplemental Report-BACKUP.pdf

Included in the Board material is a matrix detailing agreements to provide services to Fresno Unified School District. The first item includes the Primary Report with all agreements with the exception of those that may present a potential conflict of interest for an individual Board member. All remaining agreements are in the Supplemental Report and presented as a second agenda item. The Superintendent **recommends approval**. Fiscal impact: Sufficient funds have been budgeted in the 2025/26 budget. These investments will be funded through the appropriate budgets, as detailed in the matrix. Contact person: Patrick Jensen, telephone (559) 457-6226.

14. APPROVE MOU between Fresno Unified School District and the Fresno Teachers Association regarding Elimination of the Designated Schools Program 283 - 287

Approve MOU between Fresno Unified School District and the Fresno Teachers Association regarding Elimination of the Designated Schools Program.docx

Approve MOU between Fresno Unified School District and the

Fresno Teachers Association regarding the Eliminations of the Designated Schools Program -BACKUP.pdf

Included in the Board material is a Memorandum of Understanding between the Fresno Unified School District and the Fresno Teachers Association (FTA) regarding the elimination of the Designated Schools Program. The Superintendent **recommends approval.** Fiscal impact: Sufficient funds for ongoing costs in the amount of $9,800,000 are available in the General Fund. Additionally, one-time funds in the amount of $4,000,000 are available in the Learning Recovery Block Grant. Contact person: David Chavez, telephone (559) 457-3713.

15. APPROVE Agreement with California Office to Reform Education for Shared Principal II Services on Loan to California Office to Reform Education 288 - 296

Approve Agreement with California Office to Reform Education for shared Principal II Services on loan to California Office to Reform Education.docx

Approve Agreement with California Office to Reform Education for shared Principal II Services on loan to California Office to Reform Education-BACKUP.pdf

Included in the Board material is the agreement between Fresno Unified School District and the California Office to Reform Education (CORE) for the shared services of Principal II, Maria Lynn Rocha Salazar, on loan to CORE as of August 01, 2025, through June 30, 2026. The Superintendent **recommends approval**. Fiscal impact: CORE will reimburse Fresno Unified School District for the total cost associated with the Shared Services Agreement. As a result, there will be no fiscal impact to the district for this agreement. Contact person: David Chavez, telephone (559) 457-3713.

16. APPROVE Agreement with Career Nexus 297 - 354

Approve Agreement with Career Nexus

Approve Agreement with Career Nexus-BACKUP.pdf

Included in the Board material is an agreement with Career Nexus to continue the sub-lease agreement for the College and Career Readiness Center, located on the corner of Shields and Millbrook Avenues. The College and Career Readiness Center with the purpose of increasing opportunities to college and career readiness experiences, will expand access to work-based learning and paid internships, resulting in industry-recognized certifications, career-themed field trips, summer and winter camps for students of all grade levels, and college and career advising to provide an on-ramp to high-skill, high-wage industry sectors for our students. The Superintendent **recommends approval**. Fiscal impact: Sufficient

funds in the amount of $850,000 are available in the Expanded Learning Opportunities Program and General Fund budgets. Contact person: Carlos Castillo, Ed.D., telephone (559) 457-3750.

17. APPROVE Agreement with DoubleTree by Hilton 355 - 361

Approve Agreement with DoubleTree by Hilton.docx

Approve Agreement with DoubleTree by Hilton-BACKUP.pdf

Included in the Board material is an agreement with DoubleTree by Hilton to host the Nutrition Services Mandatory All Staff Meeting for the 2025/26 School Year. The Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the estimated amount of $31,319 are available in the Cafeteria Fund budget. Contact person: Paul Idsvoog, telephone (559) 457-3134.

18. APPROVE Agreement with Exceptional Parents Unlimited 362 - 374

Approve Agreement with Exceptional Parents Unlimited

Approve Agreement with Exceptional Parents Unlimited-BACKUP.pdf

Included in the Board material is an agreement with Exceptional Parents Unlimited. Exceptional Parents Unlimited will receive funding from the Fresno Unified Early Learning Department through the Inclusive Early Education Expansion Program Grant. Grant funding will be used to improve instruction and accessibility to indoor and outdoor environments at Exceptional Parents Unlimited classrooms to increase participation of children with disabilities, including severe disabilities. The Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the amount of $173,200 are available in the Early Learning Inclusive Early Education Expansion Program Grant budget. Contact person: Carlos Castillo, Ed.D., telephone (559) 457-3750.

19. APPROVE Agreement and Memorandum of Understanding with Fort Valley State University 375 - 399

Approve Agreement and Memorandum of Understanding with Fort Valley State University.docx

Approve Agreement and Memorandum of Understanding with Fort Valley State University-BACKUP.pdf

Included in the Board material is an Agreement and Memorandum of Understanding between Fresno Unified School District and Fort Valley State University, a public Historically Black College and University (HBCU) located in Georgia. This partnership supports the HBCU Step Up initiative and reinforces the district's commitment to expanding access to higher education. The Superintendent

recommends approval. Fiscal impact: Sufficient funds in the amount of $24,226 are available in the General Fund budget. Contact person: Carlos Castillo, Ed.D., telephone (559) 457-3750.

20. APPROVE Workers' Compensation Insurance 400 - 401

Approve Workers' Compensation Insurance.docx

Approve Workers' Compensation Insurance-BACKUP.pdf

Included in the Board material is a quotation received from the district's insurance broker, Marsh & McLennan Agency, for the district's Excess Workers' Compensation and Employer's Liability coverage. The policy period will extend from July 01, 2025, through June 30, 2026. The Superintendent **recommends approval**. Fiscal impact: Sufficient funds are available in the district's Workers' Compensation Internal Service Fund. Contact person: Patrick Jensen, telephone (559) 457-6226.

21. Approve Legal Services Agreements for 2025/26 402 - 403

Approve Legal Services Agreements for 2025/26.docx

Approve Legal Services Agreements for 2025/26-BACKUP.pdf

Included in the Board material is a list of legal firms recommended for approval to provide legal services to Fresno Unified School District during the 2025/26 fiscal year. The list includes the firm name, location, and the 2024/25 and 2025/26 attorney hourly rate(s). The Superintendent **recommends approval**. Fiscal impact: Sufficient funds are available in the 20256/26 budget in the Unrestricted General Fund, Worker's Compensation Fund, and Liability Fund. Contact person: Patrick Jensen, telephone (559) 457-6226.

22. APPROVE Use of Individual Piggyback Contracts in 2025/26 404 - 405

Approve Use of Individual Piggyback Contracts in 2025/26.pdf

Approve Use of Individual Piggyback Contracts in 2025/26-BACKUP.pdf

Included in the Board material and recommended for approval is a list of two piggyback contracts for use during 2025/26 for efficient and cost-effective procurement. This is in addition to the piggyback contracts approved by the Board previously, to allow for expedited purchases related to delivery services of disposable paper products and food items. Use of piggyback contracts is allowed under Public Contract Codes 10299 and 20118 and is a procurement best practice that takes advantage of competitive pricing from a contract formally bid by another school district or public agency. The Superintendent **recommends approval**. Fiscal impact: Estimated annual

expenditures for each piggyback contract are indicated on the backup material; funding will be determined on a project-by-project basis. Contact person: Paul Idsvoog, telephone (559) 457-3134.

23. APPROVE Award of Bid 25-41, Fresno High School New Cafeteria 406 - 407

Approve Award of Bid 25-41, Fresno High School New Cafeteria.docx

Approve Award of Bid 25-41, Fresno High School New Cafeteria-BACKUP.pdf

Included in the Board material is information on Bid 25-41, Fresno High School New Cafeteria. The project consists of a new 17,017 square foot cafeteria building. The new two-story cafeteria includes a fully functional kitchen with a walk-in refrigerator, freezer and dedicated dry storage space. Staff recommend the award to the lowest responsive, responsible bidder: Marko Construction Group, Inc. (Fresno, California) $14,182,452. The Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the amount of $14,182,452 are available in the Measure M Fund. Contact person: Paul Idsvoog, telephone (559) 457-3134.

24. APPROVE Award of Bid 25-45, Hoover High School Concrete Sidewalks and Seat Wall Replacement 408 - 409

Approve Award of Bid 25-45, Hoover High School Concrete Sidewalks and Seat Wall Replacement.docx

Approve Award of Bid 25-45, Hoover High School Concrete Sidewalks and Seat Wall Replacment-BACKUP.pdf

Included in the Board material is information on Bid 25-45, Hoover High School Concrete Sidewalks and Seat Wall Replacement. This project consists of concrete improvements in the quad to allow for the Americans with Disabilities Act (ADA) accessibility, including an ADA parking stall and ramp. Also included are concrete seat walls for upgraded outdoor student seating. Staff recommend award to the lowest responsive, responsible bidder: BDM, Inc. (Hanford, California) $424,875. The Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the amount of $424,875 are available in the Measure M Fund. Contact person: Paul Idsvoog, telephone (559) 457-3134.

25. APPROVE Award of Bid 25-61, Bullard High School Pool Shade Structure Installation 410 - 411

Approve Award of Bid 25-61, Bullard High School Pool Shade Structure Installation.docx

Approve Award of Bid 25-61, Bullard High School Pool Shade Structure Installation-BACKUP.pdf

Included in the Board material is information on Bid 25-61, Bullard High School Pool Shade Structure Installation. The project consists of installing a shade structure at the west pool bleachers and miscellaneous accessibility upgrades. Staff recommend the award to the lowest responsive, responsible bidder: Landmark Associated Builders, Inc. (Downey, California) $247,500. The Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the amount of $247,500 are available in the Measure M Fund. Contact person: Paul Idsvoog, telephone (559) 457-3134.

26. APPROVE Award of Bid 25-62, Athletic Field Rehabilitation at Calwa, Homan, and Mayfair Elementary Schools and Ahwahnee and Fort Miller Middle Schools 412 - 413

Approve Award of Bid 25-62, Athletic Field Rehabilitation at Calwa, Homan, and Mayfair Elementary Schools and Ahwahnee and Fort Miller Schools.docx

Approve Award of Bid 25-62 Athletic Field Rehabilitation at Calwa Homan Mayfair Ahwahnee and Fort Miller Schools-BACKUP.pdf

Included in the Board material is information on Bid 25-62, Athletic Field Rehabilitation at Calwa, Homan, and Mayfair Elementary Schools and Ahwahnee and Fort Miller Middle Schools. The project includes rehabilitating ball fields, restoring running lanes, pitching mounds, batter boxes, and adding infield mix. Staff recommend the award to the lowest responsive, responsible bidder: Briner & Son, Inc. (Fresno, California) Section A Calwa Elementary School $125,414, Section B Homan Elementary School $104,322, and Section C Mayfair Elementary School $69,452; Elite Landscape Construction, Inc. (Fresno, California) Section D Ahwahnee Middle School $336,600 and Section E Fort Miller Middle School $406,100. The Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the amount of $1,041,888 are available in the Plant Operations budget. Contact person: Paul Idsvoog, telephone (559) 457-3134.

27. APPROVE Award of Request for Proposals 25-14, Security Guard Services 414 - 415

Approve Award of Request for Proposals 25-14, Security Guard Services

Approve Award of Request for Proposals 25-14, Security Guard Services-BACKUP

Included in the Board material is information on Request for Proposals (RFP) 25-14, to provide security patrol and standing guard

services for district schools and facilities. The Superintendent **recommends approval**. Fiscal Impact: Sufficient funds in the estimated amount of $700,000 are available in the Risk Management budget for vehicle and emergency response and standing guard for the district office; and $430,000 is available in the Environmental Services budget for standing guards as needed. Contact person: Carlos Castillo, Ed.D., telephone (559) 457-3750.

28. APPROVE Award of Request for Proposals 25-20, USDA Commodity Prepared Foods 416 - 417

Approve Award of Request for Proposals 25-20, USDA Commodity Prepared Foods.docx

Included in the Board material is information on Request for Proposals (RFP) 25-20, to establish fixed pricing for USDA commodity processed beef, chicken, pork, egg, and cheese products for delivery to the Nutrition Center. Utilizing USDA commodity foods allows schools to contract with state approved commercial food processors to convert raw bulk foods into more convenient, ready-to-use end products to be served in student meals funded by the National School Breakfast and Lunch Program. Commodity foods are offered at a significantly discounted price from commercial products. Staff recommend award of Schedule A line items to the best value bidders: Acxion Foodservice; B&S Marketing, Inc.; Brookwood Farms, Inc.; Buena Vista Foods; Cargill Kitchen Solutions; ES Foods; Goodman Food Products, dba Don Lee Farms; Hormel Food Sales, LLC; J&J Snack Foods Sales Corp.; JTM Provisions Company, Inc.; Let's Do Lunch, Inc.; MCI Foods, Inc.; Out of the Shell, LLC dba Yangs 5th Taste; Red Gold LLC; Rich Chicks, LLC; Richandre, Inc.; S.A. Piazza & Assoc., LLC; Savory Life, LLC; Schwan's Food Service, Inc.; Smucker Foodservice, Inc.; Sysco; Tasty Brands; Tyson Prepared Foods, Inc.; Wawona Frozen Foods. The Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the estimated amount of $19,852,515 are available in the Cafeteria Fund budget. Contact person: Paul Idsvoog, telephone (559) 457-3134.

29. APPROVE Award of Request for Proposals 25-51, Natural Gas 418

Approve Award of Request for Proposals 25-51, Natural Gas.docx

Included in the Board material is information on Request for Proposals (RFP) 25-51, Natural Gas, to purchase core natural gas at a capped or fixed rate for all district sites. The procurement of natural gas from a direct supplier allows the district to better manage energy costs, reduce exposure to market fluctuations, and enhances the accuracy of budget forecasting. Staff recommend award to Commercial Energy of Montana, Inc., dba Commercial Energy of California (Oakland, California) for the estimated amount of

$1,500,000. The Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the estimated amount of $1,500,000 are available in the Plant Maintenance and Operations budget. Contact person: Paul Idsvoog, telephone (559) 457-3134.

30. APPROVE Rejection of Bid 25-39, Roosevelt High School New Auxiliary Gym 419 - 420

Approve Rejection of Bid 25-39, Roosevelt High School New Auxiliary Gym.docx

Approve Rejection of Bid 25-39, Roosevelt High School New Auxiliary Gym-BACKUP.pdf

Included in the Board material is information on Bid 25-39, Roosevelt High School New Auxiliary Gym. The project, as part of an ongoing effort to increase the equity of athletic facilities throughout the district, will add a new 13,300 square foot gymnasium with retractable bleachers which will allow a 918-spectator capacity. Staff recommend rejecting all bids. The project scope will be evaluated for modification and rebid in the future. The Superintendent **recommends approval** of rejection. Fiscal impact: Rejecting the bids results in no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone (559) 457-3134.

31. APPROVE Rejection of Bid 25-54, Fresno High School Pool Improvements 421 - 422

Approve Rejection of Bid 25-54, Fresno High School Pool Improvements.docx

Approve Rejection of Bid 25-54, Fresno High School Pool Improvements-BACKUP.pdf

Included in the Board material is information on Bid 25-54, Fresno High School Pool Improvements. The project consists of resurfacing the pool, replacing mechanical equipment, diving boards, and miscellaneous accessibility upgrades. Staff recommend rejecting all bids. The project scope will be evaluated for modification and rebid in the future. The Superintendent **recommends approval** of the rejection. Fiscal impact: Rejecting the bids results in no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone (559) 457-3134.

32. RATIFY Acceptance of Award Letter from MenloEDU 423 - 437

Ratify Acceptance of Award Letter from MenloEDU

Ratify Acceptance of Award Letter from MenloEDU-BACKUP.pdf

Included in the Board material is an award letter from MenloEDU

approving Curriculum, Instruction and Professional Learning's grant application. The award amount is $29,130. Funds will be used to support the development of a theory of action aligned with the Fresno Unified School District's Mathematics Vision Statement. The period of performance aligned with funds ends September 30, 2025. The Superintendent **recommends ratification**. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Carlos Castillo, Ed.D. telephone (559) 457-3750.

33. RATIFY Agreement with Black Students of California United 438 - 452

Ratify Agreement with Black Students of California United.docx

Ratify Agreement with Black Students of California United-BACKUP.pdf

Included in the Board material is a request for the Board to ratify an agreement with Black Students of California United (BSCU) to continue supporting the Bullard High School Social Justice Project, which was initiated during the 2023/24 Academic Year. The Bullard High School Social Justice Project initiatives began early in the 2024/25 Academic Year to ensure continuity of learning and build upon the progress made in the prior year. The request to ratify the agreement with BSCU is based on the timeline of the Provident National Corporation (PNC) Foundation Grant disbursement, which occurred in February 2025, with funds becoming available in March 2025. In order for the work to be completed this year, the work had to begin as soon as possible. The Superintendent **recommends ratification**. Fiscal impact: Sufficient funds in the estimated amount of $25,000 are available in the African American Academic Acceleration budget. Contact person: Carlos Castillo, Ed.D., telephone (559) 457-3750.

34. RATIFY Agreement with California School Management Systems, Inc. 453 - 461

Ratify Agreement with California School Management Systems, Inc.docx

Ratify Agreement with California School Management Systems, Inc.-BACKUP.pdf

Included in the Board material is an agreement with California School Management Systems, Inc. (CSM, Inc.) CSM facilitates the district's federal E-Rate program for school internet access, telecommunications, bus wi-fi, internal connections, and basic maintenance. The federal E-Rate program funds between 85% and 90% of the cost of these services for the district. The Superintendent **recommends ratification**. Fiscal Impact: Sufficient funds in the amount of $100,000 annually have been budgeted and are available

in the district's Unrestricted General Fund. Contact person: Tami Lundberg, telephone (559) 457-3560.

35. RATIFY Agreement with the San Diego County Office of Education 462 - 477

RATIFY Agreement with the San Diego County Office of Education

Ratify Agreement with San Diego County Office of Education-BACKUP.pdf

Included in the Board material is an agreement with the San Diego County Office of Education (SDCOE) to provide subcontracted support to Fresno Unified School District in the development of the California Department of Education 2026 Personal Finance Curriculum Guide. SDCOE will assist with implementation strategies, instructional approaches, community outreach models, and post-feedback revisions. The $20,000 subcontract is funded by the California Department of Education (CDE) agreement and supports final approval of the curriculum by May 2026. The Superintendent **recommends ratification**. Fiscal Impact: Sufficient funds in the amount of $20,000 are available in the Curriculum Instruction and Professional Development General Fund. Contact person: Carlos Castillo, Ed.D., telephone (559) 457-3750.

36. RATIFY Change Orders 478 - 510

Ratify Change Orders.docx

Ratify Change Orders-BACKUP.pdf

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

- Bid 23-23, Ericson Elementary School New Multipurpose Building and Interim Housing
  Change Order 10 (MPB) presented for ratification: $48,483
- Bid 23-33, Del Mar Elementary School New Multi-Purpose Building
  Change Order 5 (MPB) presented for ratification: $101,426

  Change Order 6 (New Kindergarten Bldg., Admin and Library Mod)

  presented for ratification: $165,272
- Bid 24-92, Cambridge High School Sitework and Portable Improvement
  Change Order 1 presented for ratification: $-5,059

Change Order 2 presented for ratification: $73,951

- Bid 24-94 Section A, Burroughs Elementary School Playground Replacements
  Change Order 3 presented for ratification: $19,570
- Bid 25-12, Sunnyside High School Chiller Replacements
  Change Order 1 presented for ratification: $43,951

The Superintendent **recommends ratification**. Fiscal impact: Sufficient funds in the amount of $378,702 are available in the Measure M Fund for Bids 23-23, 23-33, 24-94, 25-12, and $68,892 are available in the Measure M and Elementary and Secondary School Emergency Relief III Federal Fund for Bid 24-92. Contact person: Paul Idsvoog, telephone (559) 457-3134.

UNSCHEDULED ORAL COMMUNICATIONS

Individuals who wish to address the Board on topics within the Board's subject matter jurisdiction, but **not** listed on this agenda may do so at this time. If you wish to address the Board on a specific item that is listed on the agenda, you should do so when that specific item is called. Individuals shall submit a speaker card specifying the topic they wish to address. To the extent practical, the card should be submitted before the Board President announces unscheduled oral communications.

While time limitations are at the discretion of the Board President, generally members of the public will be limited to a maximum of three (3) minutes per speaker for a total of thirty (30) minutes of public comment as designated on this agenda. The Board recognizes that individuals may ask the Board to answer questions or respond to statements made during unscheduled oral communications and in accordance with Board Bylaw 9323, the Board shall take no action or discussion on any item not appearing on the posted agenda, except as authorized by law.

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

OPPORTUNITY for Board Member Reflections on the Board Shared Agreements

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

D. ADJOURNMENT

NEXT SCHEDULED REGULAR MEETING

WEDNESDAY, AUGUST 13, 2025

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: June 18, 2025

ACTION REQUESTED: RECEIVE

TITLE AND SUBJECT: Receive Constituent Services Quarterly Reporting

ITEM DESCRIPTION: Included in the Board material is the Constituent Services Quarterly Reporting for Constituent Services activities for the time period of February 01, 2025, through April 30, 2025. Also included is the Quarterly Reporting for the Valenzuela/Williams Uniform Complaint Procedures from February 01, 2025, through April 30, 2025, in accordance with Education Code § 35186.

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

PREPARED BY: Teresa Plascencia, Executive Director

DIVISION: Constituent Services

CABINET APPROVAL PHONE: (559) 457-3838

CABINET APPROVAL: Ambra O'Connor, Chief of Staff

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

SUPERINTENDENT
Mao Misty Her

Constituent Services Quarterly Report

For the Period Between February 1, 2025 and April 30, 2025

Type of Complaint	Filed	Pending	# Time Intensive	Average Number of Days to Close
Personnel Complaints	41	19	11	20.00
Uniform Complaint Procedures (UCP)	1	0	1	23.00
Williams Uniform Complaints	0	0	0	0
Requests for Information or Service	1035	2	22	1.51
Special Education Requests	52	0	4	2.20
Other Complaints	26	2	1	2.32
Public Records Act Request	72	18	2	1.30
Government Relations Requests	15	0	0	2.46
TOTAL	1242	41	41	1.90

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

District: Fresno Unified School District

Person completing this form: Teresa Plascencia
Title: Executive Director of Constituent Services

Quarterly Report Submission Date: (*check one*)

- [x] April 2025
- [ ] July 2025
- [ ] October 2025
- [ ] January 2026

Date for information to be reported publicly at governing board meeting: June 18, 2025

Please check the box that applies:

[x] No complaints were filed with any school in the district during the quarter indicated above.

[ ] Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

Mao Misty Her, Superintendent
Print Name of District Superintendent

_____
Signature of District Superintendent Date

Revised: May 18, 2022

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: June 18, 2025

ACTION REQUESTED: ADOPT

TITLE AND SUBJECT: Discuss and Adopt the 2025/26 Local Control and Accountability Plan

ITEM DESCRIPTION: Included in the Board material is the Fresno Unified School District 2025/26 Local Control and Accountability Plan (LCAP) and LCAP Federal Addendum. Staff will present and the Board of Education will discuss and adopt the plan. As required by Education Code 52062, a public hearing was held on June 4, 2025, to provide an opportunity for discussion and public comment regarding the LCAP.

The LCAP is a requirement resulting from the State's formula for funding school districts, the Local Control Funding Formula (LCFF). Districts receive LCFF funds for every student, with additional funds provided for high unduplicated counts of students living in poverty, English learners, and foster youth. For Fresno Unified these categories represent roughly 87% of the total student population. As required by Education Code, districts must adopt the LCAP prior to July 01, 2025, which must coincide with the adoption of the district budget.

Outreach took place during the fall of 2024 and included meetings with labor partners, LCAP Community Meetings, ThoughtExchanges, Parent Advisory Committee (PAC), the District English Language Advisory Committee (DELAC), the Community Advisory Committee (CAC), and various educational partners. During the development of the plan, drafts of the LCAP have been posted to the district website starting on April 22, 2025, which reflects evolving educational partner feedback and corresponding planning of the district. The draft LCAP was also presented to DELAC on May 22, 2025, and the PAC on May 29, 2025. The public hearing on both the budget and the LCAP took place at the June 4, 2025, Board meeting. The latest draft has been updated to reflect feedback from educational partners, the Governor's May Revision, and strategic budget discussions.

FINANCIAL SUMMARY: The LCAP can be found on the Office of State and Federal's public website prior to the meeting on June 18, 2025.

PREPARED BY: Ashlee Chiarito, Ed.D.

DIVISION: Business and Financial Services

CABINET APPROVAL PHONE: (559) 457-6226

CABINET APPROVAL: Chief Financial Officer, Patrick Jensen

Fresno Unified School District

Requesting Adoption : 2025/26 Local Control and Accountability Plan (LCAP)

WHAT WE WILL COVER

- LCAP Timeline
- Educational Partner Participation
- LCAP Actions
- Draft LCAP Document and Resources
- Request Adoption

LCAP PLANNING AND ENGAGEMENT TIMELINE

Key Point:

The final authority for all budget decisions at Fresno Unified School District is the Board of Education

JULY - AUGUST

- Plan for Engagement

SEPTEMBER - JANUARY

- Connect with Community
- 44+ Separate Opportunities

FEBRUARY

- Analyze Community Engagement Data
- LCAP Mid-Year Update and Community Input Presented to the Board of Education
- FUSD writes the LCAP Draft

MARCH - APRIL

- Receive Input on the Draft
- Revise and Update Draft

MAY - JUNE

- Feedback from PAC And DELAC
- LCAP Public hearing
- Board of Education approves LCAP and Budget

Fresno Unified School District

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OPPORTUNITIES FOR ENGAGEMENT

LCAP COMMUNITY MEETINGS

- Home School Liaisons
- Parent Engagement Hours
- PAC *(Parent Advisory Committee)*
- DELAC *(District English Learner Advisory Committee)*
- CAC *(Community Advisory Committee)*
- ThoughtExchange Survey *8,383 Participants*
- Project Access
- Community Meetings *(Regional)*
- SAB *(Student Advisory Board)*
- Bargaining Units
- Community-Based Organizations
- Student Incentive Initiative
- Staff Incentive Initiative

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LCAP ACTION BUDGET OUTLINE

ACTION #	ACTION DESCRIPTION	BUDGET
1.01	Learning Recovery Emergency Block Grant	$29.6M
1.02	Additional Teacher Supply Funds	$4.2M
1.03	Middle & High School Redesign	$18.2M
1.04	Eliminate Elementary Combination Classes	$10.6M
1.05	Instructional Supports and Instructional Coaches	$29.7M
1.06	Additional Teachers Above Base Staffing	$33.4M
1.07	Additional School Site Administration above Base	$13.6M
1.08	Historically Underserved Student Groups	$5.3M
1.09	Historically Underserved Student Groups- Targeted Support Services	$0 M
1.10	Additional Supports for Libraries	$1.3M
1.11	BASE: Analysis, Measurement, and Accountability	$5.4M
1.12	GATE (Gifted and Talented Education)/AP (Advanced Placement)/IB (International Baccalaureate)	$6.2M
1.13	Expand Alternative Education	$2.4M
1.14	Maintain Additional Services for Phoenix Community Day School	$6.2M
1.15	All teachers are teachers of English learner (EL) students	$20M

LCAP ACTION BUDGET OUTLINE

ACTION #	ACTION DESCRIPTION	BUDGET
1.16	BASE: After School Tutoring	$77.6M
1.17	BASE: Extended Summer Learning	$30.9M
1.18	Expansion of Dual Language Immersion Programs	$1.4M
1.19	BASE: Instruction	$509.7M
1.20	BASE: Professional Learning	$50.5M
1.21	BASE: Technology Access and Support	$24.7M
1.22	BASE: Early Learning	$0.8M
1.23	High Quality School Site Health Services	$20.8M
1.24	Upgrading Access to Technology	$4.3M
1.25	Student Technology Access and Annual Refresh	$15.4M
1.26	Regional Instructional Managers	$2.8M
1.27	Early Interventions	$3.6M
1.28	Supports for Foster Youth/Project Access – Direct Technical Assistance	$2.3M
1.29	Supports for Homeless Youth	$2.5M
1.30	BASE: Special Education	$253.5M

Fresno Unified School District

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LCAP ACTION BUDGET OUTLINE

ACTION #	ACTION DESCRIPTION	BUDGET
2.01	Linked Learning, ROP, and CTE Pathway Development	$27.9M
2.02	CTE STEM PK-6 Kids Invent!	$1.4M
2.03	Men's and Women's Alliance	$1.5M
2.04	School Counselors & Resource Counseling Assistants	$18.3M

LCAP ACTION BUDGET OUTLINE

ACTION #	ACTION DESCRIPTION	BUDGET
3.01	Increase School Allocations for Athletics	$16.1M
3.02	District-Funded Educational Enrichment Trips	$4.6M
3.03	District Arts Collaborative Project	$1.1M
3.04	Increased Funding for Music	$31.4M
3.05	Student Peer Mentor Program	$0.7M
3.06	School Climate and Culture Expansion	$9.3M
3.07	Restorative Practices/Relationship Centered Schools	$4M
3.08	BASE: Diversity, Equity, and Inclusion/Department of Prevention and Intervention	$34.6M
3.09	Campus Climate and Culture Teachers	$1.5M
3.10	Family Engagement Hour Training	$5.9M
3.11	Mental Health Supports	$12.8M
3.12	Transportation Services	$02.5M
3.13	Decrease Suspension Rate to Increase Attendance and Academic Success	$0M
3.14	Campus Safety Assistants	$7.7M
3.15	Diversity, Equity, and Inclusion	$2.9M

LCAP ACTION BUDGET OUTLINE

ACTION #	ACTION DESCRIPTION	BUDGET
4.01	BASE: Recruitment, Selection and Retention of Human Capital	$15.5M

ACTION #	ACTION DESCRIPTION	BUDGET
5.01	Parent Engagement Investments	$4.1M
5.02	Expanded Student, Parent and Community Communication	$2.5M

ACTION #	ACTION DESCRIPTION	BUDGET
6.01	School Site Allocations to be Prioritized by each School's Site Council	$24.7M
6.02	BASE: Central Office Administration	$8.1M
6.03	BASE: Business and Financial Services	$18.4M
6.04	BASE: Operational Services	$190.9M
6.05	BASE: Other Expenses	$11.1M
6.06	One-time Recovery Resources	$37.7M
6.07	School Site Allocations to be Prioritized by each School's Site Council to support the lowest-performing student groups in red on the California School Dashboard	$7.8M

EQUITY MULTIPLIER ACTIONS

ACTION #	ACTION DESCRIPTION	BUDGET
7.01	SBAC English Language Arts	$2.9M
7.02	SBAC Math	$0.7M
7.03	English Learner Progress Indicator	$0.5M
7.04	Chronic Absenteeism	$1.7M
7.05	Suspension	$1.3M
7.06	Graduation Rate	$0.4M
7.07	College & Career	$0.1M

EQUITY MULTIPLIER

Addams Elementary – English Language Arts, Chronic Absenteeism, Suspension	$876,136
Farber – Credit Attainment (Cambridge) - English Language Arts, Math, Graduation Rate, College and Career	$665,788
Columbia Elementary - English Language Arts, Math, Chronic Absenteeism, Suspension	$620,713
DeWolf Continuation High - English Language Arts, Chronic Absenteeism, Suspension, College and Career	$245,093
Fort Miller Middle - English Language Arts, Math, ELPI, Chronic Absenteeism, Suspension	$704,289
Fulton – Suspension	$50,535
Farber – Independent Study (J. E. Young) - English Language Arts, Math, ELPI, Chronic Absenteeism	$1,640,524
Lincoln Elementary - English Language Arts, Math, Chronic Absenteeism, Suspension	$572,822
Lowell Elementary - ELPI	$345,571
Phoenix Elementary - Chronic Absenteeism, Suspension	$59,160
Phoenix Secondary - Chronic Absenteeism	$150,248
Vinland Elementary - English Language Arts, ELPI, Chronic Absenteeism, Suspension	$653,580
Williams Elementary - English Language Arts, Chronic Absenteeism, Suspension	$651,702
Wolters Elementary - Chronic Absenteeism, Suspension	$489,246

ACCESS LCAP DRAFT, DOCUMENTS, AND SURVEY RESULTS

To view the full Draft LCAP Plan please visit or scan:

https://www.fresnounified.org/departments/state-and-federal-programs/local-control-and-accountability-plan-lcap

SCAN ME!

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NEXT STEPS

- Staff Requests Adoption
- Submission to the Fresno County Superintendent of Schools for review and approval

Fresno Unified School District
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Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: June 18, 2025

ACTION REQUESTED: DISCUSS and ADOPT

TITLE AND SUBJECT: Discuss and Adopt the Fresno Unified School District 2025/26 Proposed Budget and Education Protection Account

ITEM DESCRIPTION: Included in the Board material is the 2025/26 Proposed Budget which includes the multi-year projected budget for the Unrestricted General Fund. The agenda item will describe factors addressed in the 2025/26 Proposed Budget and issues affecting the multi-year projections for 2026/27 and 2027/28.

Detailed information for the 2025/26 Proposed Budget and the multi-year projections were presented and discussed at the June 04, 2025, Board of Education meeting, and a Public Hearing was held at that time. All information is available in the Board Office for review as well as posted on the district's website.

FINANCIAL SUMMARY: Noted in support material.

PREPARED BY: Kim Kelstrom

DIVISION: Business and Financial Services

CABINET APPROVAL PHONE: (559) 457-6226

CABINET APPROVAL: Patrick Jensen, Chief Financial Officer

Fresno Unified School District

2025/26 Proposed Budget
Education Protection Account

Board of Education

June 18, 2025

Outline

- 2025/26 Governor's Proposed Budget
- Education Protection Act
- Budget Summary and Highlights
- Multi-Year Summary
- Recommended Adoption

2025/26 Governor's Proposed Budget

State – Governor's May Revise

- COLA
  - 2025/26 – 2.30%
  - 2026/27 – 3.02%
  - 2027/28 – 3.42%
- STRS rates
  - 2025/26 – 19.10%
  - 2026/27 – 19.10%
  - 2027/28 – 19.10%
- PERS rates
  - 2025/26 – 26.81%
  - 2026/27 – 26.90%
  - 2027/28 – 27.80%
- Unemployment Rate
  - 2025/26 – 0.05%
  - 2026/27 – 0.05%
  - 2027/28 – 0.05%

Education Protection Account

- Proposition 55 extends personal income tax through 2030
- Tax revenues received are placed into the Education Protection Account
- Proposition 30 and Proposition 55 include several accountability measures:
  - Governing Board at a public hearing approves a spending plan
  - Funds cannot be used on administrative costs
  - Website publishing required
  - Annual financial audit
- Revenue – $126,905,730
- Usage: All funds will be used for teacher salary/benefit costs

2025/26 Summary by Department

Budget Areas	2025/26 Augmentation Request	2025/26 Reductions	2025/26 One-Time	2025/26 Total FTE
African American Academic Acceleration	--	($486,000)	$895,000	(3.6)
Alternative Education	--	($390,000)	--	(2.0)
Analysis, Measurement, & Accountability	--	($419,000)	--	(2.0)
Business & Financial Services	--	($273,000)	--	(2.0)
Career Technical Education	$22,000	--	--	--
Community Schools	--	($85,000)	--	0.2
Curriculum & Instruction	--	($281,000)	$325,000	0.2
Department of Prevention and Intervention	--	($923,000)	$4,000,000	(7.1)
Diversity, Equity, and Inclusion	--	($260,000)	--	(0.9)
Engagement & External Partnerships	--	($700,000)	--	(2.0)
English Learners	--	($736,000)	--	(3.0)
Expanded Learning	--	--	--	(5.3)
Facilities Management & Planning	--	($66,000)	--	--
Human Resources	--	($863,000)	$10,000	(3.0)
Information Technology – Learner Support	--	($206,000)	--	(2.0)
Parent University	--	--	--	(1.0)

2025/26 Summary by Department

Budget Areas	2025/26 Augmentation Request	2025/26 Reductions	2025/26 One-Time	2025/26 Total FTE
Plant Operations *($1.0 million already included in MYP)*	$1,000,000	--	--	--
Purchasing & Warehouse *(increase teacher allocation)*	$2,400,000	--	--	--
School Leadership	--	($230,000)	--	(1.0)
School Safety & Security	--	($123,000)	$840,000	(1.4)
Special Education	--	($383,000)	--	3.0
Student Engagement	$455,000	--	--	--
Teacher Development	--	($338,000)	--	(2.0)
Translation Services	--	--	--	1.0
Transportation	$550,000	--	$137,000	--
Total	**$4,427,000**	**($6,762,000)**	**$6,207,000**	**(33.9)**

Multi-Year Summary: 2024/25 through 2027/28

Unrestricted General Fund

	Estimated 2024/25	Budget 2025/26	Projected 2026/27	Projected 2027/28
Ongoing Net Change in Fund Balance	**($70.91)**	**($77.13)**	**($65.35)**	**($9.93)**
Net Unrestricted General Fund Balance:	**$127.27**	**$86.55**	**$57.20**	**$47.27**
Reserve level	**7.64%**	**5.09%**	**3.51%**	**3.05%**

2025/26 Allocate Fund Balance

Future Textbook Adoption – $8.1 million

Pandemic Learning Recovery – $50.7 million

Conclusion

- Resources prioritized for early literacy, literacy intervention, college and career readiness and life skills
- Continuing our balanced, phased-in approach to maintain financial stability

Adopt 2025/26

Proposed Budget and Education Act

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: June 18, 2025

ACTION REQUESTED: DISCUSS AND APPROVE

TITLE AND SUBJECT: Discuss and Approve the Fresno Unified School District Initial Proposal to Service Employees International Union (SEIU) Local 521 for the 2025-2028 Successor Agreement.

ITEM DESCRIPTION: Included in the Board material is the Fresno Unified School District 2025-2028 initial proposal to SEIU Local 521. In accordance with Government Code 3547, all initial proposals of the exclusive representative shall be presented at a public meeting of the public-school employer and thereafter shall be public record.

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

PREPARED BY: Annarita Howell

DIVISION: Human Resources/Labor Relations

CABINET APPROVAL PHONE: (559)457-3713

CABINET APPROVAL: Chief of Human Resources/Labor Relations, David Chavez

INITIAL PROPOSAL OF THE
FRESNO UNIFIED SCHOOL DISTRICT TO
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 521
SUCCESSOR CONTRACT PROPOSAL (JULY 1, 2025 – JUNE 30, 2028)

The District's Initial Proposal to the SEIU, Local 521 Unit is based on the following Guiding Principle and Supporting Goals and Priorities. By continuing to adhere to this Principle and these Goals, the District reiterates its investment in the students we serve. All subsequent District proposals, as well as Association proposals, will be assessed by the District according to whether they further the accomplishment of these criteria.

The District enters into these negotiations mindful of its Guiding Principle:

Guiding Principle: Accelerating Learning for All Students In Order to Have Career Ready Graduates

In order to promote and secure the preservation and future of Fresno Unified School District as a viable, locally governed academic institution that exists to serve children, District resources, energy and effort must be dedicated to the overriding goal of accelerating learning for all students in order to have career ready graduates.

The District's proposals are based on substance, need and the following Overarching Priorities that represent the core beliefs of the Board and District:

Supporting Goals and Priorities

1. Fiscal Health and Budget Certainty: The concerted effort to accelerate student learning cannot be diluted, and the focused efforts of all District personnel in this enterprise cannot be distracted or derailed by the uncertainty inherent in the state's funding of public education. The District's commitment to sustaining its fiscal solvency despite historic instability in the economy at the state and local levels requires that we continue to build and maintain healthy reserves.

2. Build Educational Programs: The Governing Board must have the discretion and ability to build educational programs that accelerate learning and guarantee student achievement. The building of educational programs must occur not only to meet the expectations of the District community, but also to forestall the increasing scrutiny of state and federal agencies that are questioning the ability of the District to remain self-governed due to poor student achievement.

3. Identify Appropriate Revenues Available for Adjustments to Employee Compensation: Student learning cannot be accelerated, and students cannot achieve academic success without the efforts of skilled educators and staff who are dedicated to this effort. In order to attract and retain the most qualified and committed individuals to fill these roles, the District will seek to make an appropriate and "equitable allocation" of increased District revenue for employee compensation. In order to be "equitable and appropriate," the level of such allocation must support all of the Goals and Priorities set forth above.

Consideration of and responses to Association proposals will be guided by the District's Guiding Principle, Supporting Goals and Priorities. The District looks forward to collaborative, objective and reality-based negotiations with SEIU, as we prepare to meet the significant challenges facing all stakeholders of the District community.

With these goals, priorities and economic interests in mind, the District proposes as follows:

District Initial Proposal:

Article 1 to align with the new term of the agreement.

Article 3 to clarify the definition of seniority.

Article 4 to align with the new term of the agreement.

Article 5 to update deadlines for responses to the complaint procedure.

Article 8 to address District adoption of new technology.

Article 11 to modify language regarding uniforms.

Article 12 to modify language regarding employee organizational rights.

Article 13 to modify language regarding employee discipline and just cause.

Article 14 to modify language regarding performance evaluations.

Article 15 to revise the grievance procedure language.

Article 17 to modify language regarding overtime and compensatory time off.

Article 18 to modify language regarding personal necessity leave, bereavement and parental leave.

Article 21 to revise language consistent with changes in the law.

Article 24 to modify language regarding interview panels, order of consideration and other items.

Article 26 to eliminate the article.

Article 27 to align with agreements between the District and SEIU.

Article 28 to modify language about bus assignment when drivers return from leaves of absence.

Article 29 to address salary and longevity.

Article 30 to address health and welfare benefits.

Article 34 to modify language regarding the impacts of a suspended bus driver license.

Article 35 to modify language to reflect a new term of agreement.

Article 36 to modify language regarding transfers.

Article 37 to modify language regarding perfect attendance and vacation.

Article 38 to modify language regarding out of class pay.

Article 40 to modify language regarding committees.

Address District interests and respond to SEIU interests throughout Articles 1- 40 and Appendices A and B as requested to be opened by SEIU.

The District is interested in:

- Maintaining fiscal health and comparable staffing levels in order to preserve and protect quality education services for students in furtherance of our primary mission to improve student achievement; and

- Recognizing and rewarding the continuing efforts of dedicated District staff – both classified and certificated employees - that make it possible for the District to deliver quality education services for students.

The Governing Board and District administration are committed to achieving the goals and priorities set forth in this Initial Proposal. There is only one goal all must strive to achieve:

Accelerating learning for all students in order to prepare career ready graduates. Failure to achieve this goal is not an option.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: June 18, 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: Office of the Superintendent

CABINET APPROVAL PHONE: (559) 457-3838

CABINET APPROVAL: Chief of Staff, Ambra O'Connor

Quarterly Board Self-Evaluation

June 18, 2025

Fresno Unified School District
ACHIEVING OUR GREATEST POTENTIAL

Overview

BOARD QUARTERLY SELF-EVALUATION						
Current Date	6/18/2025		**For/Against**			
	Baseline	**Oct-Dec 2024**	**Jan-Mar 2025**	**Apr-June 2025**	**July-Sept 2025**	**Total Possible**
Vision & Goals	0	10	10	Target 25		35
Values & Guardrails	0	5	5	Target 10		15
Monitoring & Accountability	0	0	0	Target 0		30
Communication & Collaboration	0	0	1	Target 1		10
Unity & Trust	0	0	0	Target 0		5
Continuous Improvement	0	0	0	Target 1		5
Total	**0**	**15**	**16**	0	0	100

Fresno Unified School District
ACHIEVING OUR GREATEST POTENTIAL

VISION & GOALS: The Board will, in collaboration with the Superintendent, adopt goals that are student outcomes focused.			
Not Student Outcomes Focused (0)	**Approaching Student Outcomes Focus (10)**	**Meeting Student Outcomes Focus (25)**	**Mastering Student Outcomes Focus (35)**
The Board is Not Student Outcomes Focused if any of the following are true: The Board has not adopted **goals**. The Board has not consistently demonstrated the ability to distinguish between **inputs**, **outputs**, and **outcomes**. The Board has not hosted opportunities to listen to the vision of the community during the previous thirty-six month period.	***No items from the Not Student Outcomes Focused column, and:*** The Board has adopted, in collaboration with the Superintendent, goals. The Board has adopted only **SMART** goals that include a specific **measure, population**, **starting point**, an **ending point**, a **starting date,** and an **ending date**. The Board has adopted no fewer than one and no more than five goals. Fewer goals allow for greater focus; more allow for less. The Superintendent has adopted, in collaboration with the Board, one to three **interim goals** to progress monitor each goal, and each interim goal is SMART. The status of each interim goal is able to be updated multiple times during each school year. The Board publicly posted the goals for public comment prior to adoption.	***All items from the Approaching Student Outcomes Focus column, and:*** The Board's goals all pertain to desired **student outcomes**. In addition to the goal ending points, the Board has adopted **annual targets**, goal ending points for each year leading up to the ending dates. The Superintendent has provided interim goal ending points for each year leading up to the ending date. All interim goals pertain to **student outputs** or student outcomes, not inputs or adult outputs. The Board included students, parents, staff, and community members in the goal development process. All Board goals last from three to five years; all interim goals last from one to three years. The goals and interim goals will challenge the organization and will require change in adult behaviors.	***All items from the Meeting Student Outcomes Focus column, and:*** The Board used a process that included students, parents, staff, and community members in a way that leads them to express ownership of the adopted goals. All of the interim goals are predictive of their respective goals, and are influenceable by the Superintendent (and the Superintendent's team). Predictive suggests that there is some evidence of a correlation between the interim goal and the goal. Influenceable suggests that the Superintendent -- and through them, the staff -- has authority over roughly 80% of whatever the interim goal is measuring. The Board relied on a root cause analysis, comprehensive student needs assessment, and/or similar research-based tool to inform identification of and prioritization of potential goals.

VALUES & GUARDRAILS: The Board will, in collaboration with the Superintendent, adopt guardrails.			
Not Student Outcomes Focused (0)	**Approaching Student Outcomes Focus (5)**	**Meeting Student Outcomes Focus (10)**	**Mastering Student Outcomes Focus (15)**
The Board is Not Student Outcomes Focused if any of the following are true: The Board has not adopted goals. The Board has not hosted opportunities to listen to the **values** of the community during the previous thirty-six month period.	***No items from the Not Student Outcomes Focused column, and:*** The Board has adopted, in collaboration with the Superintendent, **guardrails** based on the community's values and that do not hinder pursuit of the goals. Each guardrail describes a single operational action or class of actions the Superintendent may not use or allow in pursuit of the goals. The Board has adopted no fewer than one and no more than five guardrails. Fewer guardrails allow for more focus; more allow for less. The Superintendent has adopted, in collaboration with the Board, one to three **interim guardrails** for each guardrail, and each interim guardrail is SMART. The status of each interim guardrail is able to be updated multiple times during each school year. The Board publicly posted the guardrails for public comment prior to adoption.	***All items from the Approaching Student Outcomes Focus column, and:*** The Superintendent has provided interim guardrail ending points for each year leading up to the ending date. All interim guardrails pertain to **outputs** or outcomes, not inputs. The Board included students, parents, staff, and community members in the guardrail development process. The Board has considered adoption of one or more **theories of action** to drive the school system's overall strategic direction. If there is a permanent Superintendent, that person was included in the theory consideration process. All Board guardrails last from three to five years; all interim guardrails last from one to three years. The guardrails, interim guardrails, and theories of action will challenge the organization and require change in adult behaviors.	***All items from the Meeting Student Outcomes Focus column, and:*** The Board used a process that included students, parents, staff, and community members in a way that leads them to express ownership of the adopted guardrails and, if applicable, theories of action. All of the interim guardrails are predictive of their respective guardrails, and are influenceable by the Superintendent (and the Superintendent's team). Predictive suggests that there is some evidence of a correlation between the interim guardrail and the guardrail. Influenceable suggests that the Superintendent -- and through them, the staff -- has authority over roughly 80% of whatever the interim guardrail is measuring. In addition to the guardrails on the Superintendent's authority, the Board has adopted one to five guardrails on its own behavior and evaluates itself against them at least quarterly.

MONITORING & ACCOUNTABILITY: The Board will devote significant time monthly to monitoring progress toward the goals.			
Not Student Outcomes Focused (0)	**Approaching Student Outcomes Focus (10)**	**Meeting Student Outcomes Focus (20)**	**Mastering Student Outcomes Focus (30)**
The Board is Not Student Outcomes Focused if any of the following are true: The Board has not adopted goals. The Board does not schedule each goal to be monitored at least four times per year. The Board does not schedule each guardrail to be monitored at least once per year. The Board has not adopted a **monitoring calendar**. The Board does not track its use of time in **Board-authorized public meetings**. The Board has not consistently demonstrated the ability to distinguish between **customer** service/issues and **owner** service/issues. The school system has not achieved any of its interim goals during the previous twelve month period.	***No items from the Not Student Outcomes Focused column, and:*** The Board invests no less than 10% of its total Board-authorized public meeting minutes **monitoring** its goals. The Superintendent led the interim goals/guardrails and monitoring calendar development processes while working collaboratively with the Board. The Board has a Board-adopted monitoring calendar. The Board's monitoring calendar spans the length of the Board's goals. A longer span allows for more focus; shorter allows for less. The Board has received **monitoring reports** in accordance with its monitoring calendar. The Superintendent is evaluated only on performance regarding the Board's goals, guardrails, and interim goals/guardrails. The Board considers Superintendent performance to be indistinguishable from school system performance.	***All items from the Approaching Student Outcomes Focus column, and:*** The Board invests no less than 25% of its total Board-authorized public meeting minutes monitoring its goals. No more than two goals are monitored per month. Every goal is monitored at least four times per year. Every guardrail is monitored at least once per year. The Board has been provided copies of -- but, unless required by law, did not vote to approve / disapprove -- the Superintendent's plan(s) for implementing the Board's goals and worked to ensure that the plan included both an implementation timeline and **implementation instruments**. The most recent annual Superintendent evaluation took place no more than twelve months ago.	***All items from the Meeting Student Outcomes Focus column, and:*** The Board invests no less than 50% of its total Board-authorized public meeting minutes each month into effectively monitoring its goals. Only **Board work** was discussed and/or acted on during Board-authorized public meetings. The Board modifies its goals, guardrails, and monitoring calendar no more than once during the span of the Board's adopted goals (unless they are met sooner). A longer period allows for more focus; shorter allows for less. The school system has achieved at least half of its interim goals during the previous twelve month period. If the Board approves an annual budget, it does so only after determining that the Board's goals are the first priority for resource allocation. The majority of the Board's monitoring sessions during the period were rated Effective or Highly Effective.

COMMUNICATION & COLLABORATION: The Board will lead transparently and include stakeholders in the pursuit of the goals.			
Not Student Outcomes Focused (0)	**Approaching Student Outcomes Focus (1)**	**Meeting Student Outcomes Focus (5)**	**Mastering Student Outcomes Focus (10)**
The Board is Not Student Outcomes Focused if any of the following are true:	***No items from the Not Student Outcomes Focused column, and:***	***All items from the Approaching Student Outcomes Focus column, and:***	***All items from the Meeting Student Outcomes Focus column, and:***
The Board has not adopted goals. The Board did not receive the final version of materials to be voted on at least three calendar days before the Board-authorized public meeting during which the materials would be considered. There were more than six Board-authorized public meetings in a single month during the previous twelve month period (Board committees are counted in this total). Any meeting of the Board lasted more than eight hours during the previous twelve month period. The Board does not use a consent agenda. The Board has not hosted opportunities to listen to the vision and values of the community during the previous thirty-six month period.	All **consent-eligible items** were placed on the consent agenda and all but a few were voted on using a consent agenda. The Board tracks its use of time in Board-authorized public meetings, categorizing every minute used as one of the following: **- Goal Setting:** reviewing, discussing, and/or selecting goals **- Goal Monitoring:** reviewing, discussing, and/or approving/not approving goal monitoring reports **- Guardrail Setting:** reviewing, discussing, and/or selecting guardrails **- Guardrail Monitoring:** reviewing, discussing, and/or approving/not approving guardrail monitoring reports **- Leadership Evaluation:** Board self eval, Board time use eval, and Superintendent eval **- Voting:** debating and voting on any item (these activities are never a form of goal/guardrail monitoring) **- Community Engagement:** two-way communication between the Board and community members **- Other**	There are no more than four Board-authorized public meetings per month and none lasts more than three hours. The Board schedules no more than five topics for discussion during any one Board-authorized public meeting. The Board limits its adoption of Board policies regarding school system operations to matters that are 1) required by law or 2) an appropriate exercise of the Board's oversight authority as defined by the Board's adopted goals and/or guardrails. Existing policies that do not meet one of these criteria have been removed from the Board's policy manual (though the Superintendent may retain them as administrative policy/regulation). The Board made no edits to the Board's regularly scheduled meeting agenda during the meeting and during the three business days before the meeting unless a state of emergency was declared.	There are no more than two Board-authorized public meetings per month and none lasts more than two hours. The Board schedules no more than three topics for discussion during any Board-authorized public meeting. The Board has adopted few enough policies that the full Board as a whole is able to review every policy at least once during every length of time equal to a Board Member's term of office. The Board received the final version of materials to be voted on at least seven calendar days before the Board-authorized public meeting during which the materials would be considered. The Board used a process that included students, parents, staff, and community members in a way that led them to express ownership of the adopted goals and guardrails.

UNITY & TRUST: The Board will lead with one voice in its pursuit of the goals.			
Not Student Outcomes Focused (0)	**Approaching Student Outcomes Focus (1)**	**Meeting Student Outcomes Focus (3)**	**Mastering Student Outcomes Focus (5)**
The Board is Not Student Outcomes Focused if any of the following are true: The Board has not adopted goals. The Board has not adopted policies that establish Board operating procedures. Any Board Member voted on an item on which they had a conflict of interest, as defined by law, during the previous three month period. Board Members serve on committees formed by the Superintendent or staff without approval of the Superintendent and a majority of the Board.	***No items from the Not Student Outcomes Focused column, and:*** Attendance at all regularly scheduled Board meetings was over 80% during the previous three month period. The Board has adopted a policy or procedure requiring that information provided by the Superintendent to one Board Member is provided to all Board Members. The Board reviews all policies governing Board operating procedures at least once during every length of time equal to a Board Member's term of office. The Board has adopted an Ethics & Conflicts of Interest Statement and all Board Members have signed the statement during their current term of office. All Board Members agree that if the Board has committees, their role is only to advise the Board, not to advise the staff.	***All items from the Approaching Student Outcomes Focus column, and:*** The Board has included language in its Ethics & Conflicts of Interest Statement requiring that Board Members do not give operational advice or instructions to staff members. The Board has included language in its Ethics & Conflicts of Interest Statement requiring that Board Members are responsible for the outcomes of all students, not just students in their region of the school system. The Board has included language in its Ethics & Conflicts of Interest Statement requiring that Board Members fully recuse themselves from matters involving individuals or organizations who made campaign contributions to them or who appointed them. The Board unanimously agreed during the most recent self-evaluation that all Board Members have honored the three aforementioned ethical boundaries during the previous evaluation period.	***All items from the Meeting Student Outcomes Focus column, and:*** The Board unanimously agreed during the most recent self-evaluation that all Board Members adhered to all policies governing Board operating procedures during the previous evaluation period. All Board Members and the Superintendent agreed during the most recent self-evaluation that none of the Board Members have given operational advice or instructions to staff members. All Board Members have memorized all of the Board's goals and the current status of each. The Board conducted a quarterly self-evaluation during the previous three-month period -- or annually if the most recent score was 80 or higher -- and unanimously voted to adopt the results.

CONTINUOUS IMPROVEMENT: The Board will invest time and resources toward improving its focus on the goals.			
Not Student Outcomes Focused (0)	**Approaching Student Outcomes Focus (1)**	**Meeting Student Outcomes Focus (3)**	**Mastering Student Outcomes Focus (5)**
The Board is Not Student Outcomes Focused if any of the following are true: The Board has not adopted goals. The Board has not conducted a self-evaluation during the previous twelve month period. The Board has conducted a self-evaluation during the previous twelve month period but did not vote to adopt the results. The Board has not participated in a **governance team** training or retreat where all members of the governance team were present, during the previous twelve month period.	***No items from the Not Student Outcomes Focused column, and:*** The Board tracks its use of time and reports monthly the percentage of Board-authorized public meeting time invested in monitoring the Board's goals and interim goals. The Board tracks the estimated annual cost of staff time invested in governance during its annual self-evaluation. This includes the time of any staff members invested in preparing for, attending, and debriefing after meetings. This includes all Board-authorized public meetings as well as all closed sessions and all hearings. The Board has provided time during regularly scheduled Board-authorized public meetings to recognize the accomplishments of its students and staff regarding progress toward goals and interim goals. The most recent Board self-evaluation took place no more than 12 months ago using this instrument or a research-aligned instrument.	***All items from the Approaching Student Outcomes Focus column, and:*** The most recent Board annual self-evaluation took place no more than 45 days before the most recent Superintendent evaluation. The Board has hosted and the Board Members have led or co-led at least one training session on Student Outcomes Focused Governance during the previous twelve month period. The Board has continuously updated the status and targets of all goals, guardrails, and interim goals/guardrails, and publicly displays them in the room in which the Board most frequently holds regularly scheduled Board meetings. The Board conducted the most recent self-evaluation and voted to adopt the results.	***All items from the Meeting Student Outcomes Focus column, and:*** The Board included students as presenters in at least one of the Student Outcomes Focused Governance training sessions during the previous twelve months. Prior to being selected, all newly selected Board Members received training on Student Outcomes Focused Governance from fellow Board Members on their Board or from a certified Student Outcomes Focused Governance Coach. The Board conducted the most recent quarterly self-evaluation -- or annually if the most recent score was 80 or higher -- and unanimously voted to adopt the results.

Guardrails for the Board

1. The Board will not vote for a budget that doesn't first align towards funding positive student outcomes goals or doesn't meet state criteria.
2. Board members will not vote in discord of achieving positive student outcomes goals.
3. Board members will not direct the superintendent or staff.
4. Board members will not undermine or behave in a disrespectful way towards colleagues, staff, or the superintendent.

FUSD
ACHIEVING OUR GREATEST POTENTIAL

Added June 18, 2025

Time Tracking: Quarter 1

BOARD MONTHLY TIME USE EVALUATION						
District Name / City:	Fresno Unified School District, Fresno, CA					
Meeting Date / Location:	January 2025 to March 2025					
Link to Meeting Video(s):						
Link to Meeting Agenda(s) / Minutes:						
Framework	**Activity**	**Mins Used**	**% of Total Mins Used**	**Description**	**Minute Notations**	**Evaluator Notes**
Vision & Goals	Goal Setting	108.5	11%	Reviewing, discussing, and/or selecting goals		
	Goal Monitoring	0	0%	Reviewing, discussing, and/or accepting/not accepting goal monitoring reports in accordance with the monitoring calendar		
Values & Guardrails	Guardrail Setting	138	13%	Reviewing, discussing, and/or selecting guardrails		
	Guardrail Monitoring	0	0%	Reviewing, discussing, and/or accepting / not accepting guardrail monitoring reports in accordance with the monitoring calendar		
Monitoring & Accountability	Superintendent Evaluation	0	0%	Annual evaluation of Superintendent / district performance		
	Voting	164	16%	The Board debating and/or voting on any item (voting on goal / guardrail adoption and/or scheduled monitoring reports & evals are counted elsewhere, not here; all other incidents of debating/voting are never a form of goals / guardrails "monitoring")		
Communication & Collaboration	Community Engagement	0	0%	Two-way communication opportunity where Board Members listen for and discuss the vision / values of their staff and community members		
	Student / Family Engagement	0	0%	Two-way communication opportunity where Board Members listen for and discuss the vision / values of their students and family members		
Continuous Improvement	Board Self Evaluation	70.5	7%	Quarterly and/or annual Board self-evaluation using the Student Outcomes Focused Governance instrument		
	Board Time Use Evaluation	5	0%	Meeting evaluation using this time use instrument		
	Board Training	201.5	20%	Training for the Board on Student Outcomes Focused Governance and related topics		
	Board-led Community Training	0	0%	Board-hosted and Board Member-led or co-led training on Student Outcomes Focused Governance and related topics		
Other	Closed Sessions	527.5	NA	Time spent in non-public meetings, consistent with open meetings laws; this time is not calculated		
	Other	335.5	33%	Any time spent on an activity that is not one of the above		
Total Student Outcomes-focused Minutes		**108.5**	**11%**	Goal Setting & Goal Monitoring combined		
Total Public Meeting Minutes		1023	100%	All minutes in Board-authorized public meetings combined		

Fresno Unified School District
ACHIEVING OUR GREATEST POTENTIAL

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: June 18, 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: 6/18/2025

The Superintendent respectfully nominates for elections the following certificated and classified personnel. Classification of certificated probationary or temporary teachers is pursuant to their respective classification contained in their employment contracts. Elections are subject to the salary schedule as adopted by the Board of Education and assignment by the Superintendent, school year 2024-2025.

ELECTIONS

Certificated Personnel

1084598	Gonzales	Lorraine	Teacher, Child Dvlpmt Ctr	Dolores Huerta Child Dev Centr	5/27/2025
1084818	Hunt	Carol	Teacher, Autistic, Sdc	Mayfair Elementary	5/19/2025
1088460	Velasquez	Teresa	Nurse	Health Services	5/19/2025
1084593	Yang	Xher	Supervisor, Child Dvlpmt Ctr	Cesar Chavez Child Dev Center	6/23/2025

Classified Personnel

1080377	Aguilera	Jesus	Driver, Bus	Transportation	6/9/2025
1072107	Barajas	Mayra	Paraprof, Extensive Support Needs	Hamilton School	5/19/2025
1087166	Bautista Lopez	Rosangela	Paraprof, Instructional Asst	Lincoln Elementary	6/9/2025
1088522	Contreras	Denise	Lead, After Schl/Ext Day	Lowell Elementary	6/9/2025
1088528	De La Cerda	Chansooda	Paraprof, Extensive Support Needs	Hamilton School	6/9/2025
1080520	Guzman Perez	Lizet	Paraprof, Instructional Asst	Roeding Elementary	6/9/2025
1069318	Hand	Cynthia	Paraprof, Mild/Moderate Support Needs	Eaton Elementary	5/5/2025
1087118	Harlan	Andrew	Paraprof, Extensive Support Needs	Hamilton School	5/19/2025
1086611	Hedgemon	India	Assistant, Campus Safety	Hidalgo Elementary	6/9/2025
1088524	Keith	Donald	Specialist, Electronics Serv	Maintenance And Operations	6/23/2025
1085188	Lee	Valee	Custodian	Vang Pao Elementary	5/19/2025
1087135	Lor	Bee	Custodian	Winchell Elementary	6/9/2025
1087030	Lorbliayao	Maisee	Custodian	Hoover High School	6/9/2025
1088638	Luna	Joslyn	Paraprof, Child Development	Addams Elementary	6/9/2025
1077743	Lustre Rios	Cristina	Lead, After Schl/Ext Day	Webster Elementary	6/10/2025
1088639	Maynard	Zyanna	Paraprof, Extensive Support Needs	Bullard High School	6/9/2025
1087356	Olivas	Isabel	Nutrition Services Assistant	Food Services	5/5/2025
1085688	Ramirez-navarrete	Mariha	Paraprof, Mild/Moderate Support Needs	Bullard High School	5/5/2025
1066473	Ramos	Amanda	Nutrition Services Assistant	Packaging Center	4/22/2025
1066473	Ramos	Amanda	Nutrition Services Assistant	Packaging Center	5/29/2025
1086506	Reaves	Kelliona	Paraprof, Mild/Moderate Support Needs	Easterby Elementary	6/9/2025
1087418	Renovato	Michael	Electrician	Maintenance And Operations	6/9/2025
1088172	Rios	Kimberly	Paraprof, After Schl/Ext Day	Del Mar Elementary	5/19/2025
1083666	Rogers	Dequana	Assistant, Campus Safety	Fresno High	6/9/2025
1083929	Russo	Roland	Paraprof, After Schl/Ext Day	Hidalgo Elementary	5/19/2025
1074955	Safford Jr	Leonard	Assistant, Campus Safety	Bakman Elementary	5/19/2025
1082696	Thao	Kia	Custodian	Bullard High School	6/9/2025
1088637	Velasco	John	Manager Assistant Project	Facilities Mgmt & Planning	6/9/2025
1084007	Xiong	Mong	Driver, Bus	Transportation	6/9/2025
1088646	Yang	Mai	Paraprof, Extensive Support Needs	Greenberg Elementary	6/9/2025

DISSMISSALS

1080642	Berg	Tammy	Teacher,Handicapped, Severely	Norseman Elementary	6/16/2025
1076845	Jones	Rose	Teacher,Lrng Hndcp,Sdc	Columbia Elementary	6/25/2025

1083953	Kitsmiller	Benjamin	Teacher,Middle School	Rutherford Gaston Middle School	6/12/2025
1046974	Swigart	David	Teacher,Music,Elementary	Music/Visual and Perform Arts	6/12/2025

RESIGNATIONS OR RETIREMENTS

Certificated Personnel

1083837	Ansley	Michael	Therapist, Spch/Lang/Hrng/Dis	Special Ed	6/12/2025
1070795	Ballesteros	Christopher	Teacher, Music, Elementary	Music/Visual and Perform Arts	6/12/2025
1068065	Behan	Rachel	Teacher, Deaf/Hard of Hear.SDC	Norseman Elementary	6/19/2025
1027529	Burke	Raylene	Teacher, Spec Assgn	Ericson Elementary	6/16/2025
1028910	Cameron	Paul	Teacher, Senior High	Edison High	6/30/2025
1086353	Cano	Frances	Teacher, Lrng Hndcp, Sdc	Lawless Middle School 7-8	6/11/2025
1083112	Cisneros	Ron	Teacher, Lrng Hndcp, Sdc	Ahwahnee Middle School	7/13/2025
1066537	Craig	Tynisha	Teacher, Senior High	Edison High	6/12/2025
1009838	Cruse	Deborah	Teacher, Elementary	Kratt Elementary	6/13/2025
1028877	Dau	Leslie	Tutor	Delmar Elementary	6/12/2025
1074656	Durham	Emily	Teacher, Elementary	Heaton Elementary	4/1/2025
1042972	Eisentrager	Karla	Therapist, Spch/Lang/Hrng/Dis	Special Ed	6/12/2025
1043206	Elia	Cynthia	Teacher, Elementary	Holland Elementary	7/7/2025
1087866	Ford	Rahmon	Teacher, Senior High	Mclane High School	6/12/2025
1062261	Forestiere	Karyn	Teacher, Elementary	Manchester Gate	6/12/2025
1084598	Gonzales	Lorraine	Paraprof, Child Development	LaVera Williams Child Dev Cent	5/26/2025
1086497	Goodale	Stephen	Teacher, Senior High	McLane High	7/17/2025
1077444	Gowens	Victoria	Teacher, Autistic, Sdc	Malloch Elementary	6/12/2025
1026166	Gutierrez	Sandra	Teacher, Library, Media	Gaston Middle	6/12/2025
1071630	Handy	Harold	Specialist, Resource, Sp Ed	Wawona Middle	6/12/2025
1071175	Hawkins	Sarah	Teacher, Elementary	Lawless Elementary	7/31/2025
1015789	Her	Xai	Teacher, Elementary	Addams Elementary	5/30/2025
1085359	Kim	Brittney	Teacher, Senior High	Roosevelt High School	6/12/2025
1084912	Lopez	Angeles	Teacher, Bilingual	Rowell Elementary	7/1/2025
1080400	Nelson	Lan	Teacher, Autistic, Sdc	Mclane High School	6/12/2025
1012341	Park	Mary	Teacher, Elementary	Vinland Elementary	7/31/2025
1007783	Perry	Cynthia	Teacher, Elementary	Eaton Elementary	7/7/2025
1084682	Ramirez	Natosha	Teacher, Music, Elementary	Music/Visual and Perform Arts	6/12/2025
1079925	Rivera	Cynthia	Teacher, Autistic, Sdc	Ericson Elementary	6/16/2025
1007780	Rivera	Jeanette	Teacher, Elementary	Viking Elementary	6/13/2025
1011285	Rollf	Jana	Teacher, Elementary	Hidalgo Elementary	7/3/2025
1024624	Santana	Conception	Teacher, Elementary	Lincoln Elementary	6/18/2025
1086418	Schuler	Alexandra	Teacher, Middle School	Kings Canyon Middle	6/12/2025
1035883	Schy	Pamela	Teacher, Middle School	Tenaya Middle School	7/18/2025
1008367	Stewart	Stephen	Teacher, Elementary	Powers Elementary	6/12/2025
1086408	Valenzuela	Gracie	Teacher, Music, Elementary	Music/Visual and Perform Arts	6/12/2025
1087194	Wayne	Courtney	Specialist, Resource, Sp Ed	Bakman Elementary	6/12/2025
1007227	Wehner	Gail	Teacher, Elementary	Heaton Elementary	6/23/2025
1083482	Xiong	Peter	Specialist, Resource, Sp Ed	Fort Miller Middle School	6/12/2025
1079424	Ybarra	Veniece	Teacher, Elementary	Addams Elementary	6/20/2025
1040914	Zamora	Sheila	Teacher, Elementary	Powers Elementary	6/12/2025

Classified Personnel

1087352	Abulaimoun	Mohammad	Nutrition Services Assistant	Food Services	6/12/2025
1079290	Barba	Maria	Paraprof, Instructional Asst	King Elementary	4/4/2025
1086629	Castro	Victor	Paraprof, Mild/Moderate Support Needs	Fremont Elementary	6/12/2025

1085298	Diaz-barriga	Alan	Paraprof, After Schl/Ext Day	Yokomi Elementary	10/17/2024
1038031	Galvez	Christina	Secretary, Administrative I	School Safety/Security	6/2/2025
1045542	Garcia	Cassandra	Assistant, Noontime	Homan Elementary	6/6/2024
1087026	Garcia-Soria	Ma Del Rayo	Nutrition Services Assistant	Food Services	5/19/2025
1087405	Guerrero	Ashley	Nutrition Services Assistant	Packaging Center	5/7/2025
1088046	Gutierrez	Joevany	Assistant, Attendance Records	Edison High	5/23/2025
1088333	Gutierrez	Reyna	Nutrition Services Assistant	Food Services	5/7/2025
1084619	Hagan	Ricky	Assistant, Noontime	Leavenworth Elementary	10/23/2023
1081994	Jamison	Troy	Paraprof, Extensive Support Needs	Powers Elementary	5/19/2025
1081860	Johannes	Jade	Trustee Area Liaison	Board Of Education	5/31/2025
1041100	Kaur	Gagandeep	Assistant, Noontime	Figarden Elementary	8/19/2022
1086581	Landeros	Trina	Speech Language Pathologist Assistant	Special Ed	5/1/2025
1088257	Mahler	Madison	Paraprof, After Schl/Ext Day	Terronez Middle	5/12/2025
1087005	Mejia	Juan	Assistant, Noontime	Mccardle Elementary	5/23/2025
1088041	Middleton	Heather	Assistant, Noontime	Pyle Elementary	6/3/2025
1087856	Montano	Lorena	Assistant, Noontime	Hamilton K-8	5/21/2025
1010887	Moran	Helen	Paraprof, Instructional Asst	Bullard Talent 7-8	6/12/2025
1084994	Paulino	Veronica	Assistant, Noontime	Eaton Elementary	6/12/2025
1085810	Perales	Armando	Assistant, Noontime	Greenberg Elementary	5/12/2025
1084221	Raya	Kayli	Assistant, Noontime	Mclane High School	9/7/2024
1086506	Reaves	Kelliona	Paraprof, Mild/Moderate Support Needs	Easterby Elementary	6/10/2025
1080422	Rivera Ambriz	Jesus	Custodian	Sequoia Middle School	6/9/2025
1049573	Rodriguez De Castro	Catalina	Driver, Bus	Transportation	6/12/2025
1083121	Romero	Doris	Paraprof, Child Development	LaVera Williams Child Dev Cent	6/9/2025
1077808	Sanchez Arellano	Elizabeth	Paraprof, Child Development Bilingual	Herrera Elementary	6/10/2025
1079053	Sandoval	Maria	Trustee Area Liaison	Board Of Education	4/24/2025
1085693	Simas	Christina	Nurse, Vocational License	Health Services	4/25/2025
1076351	Xiong	Kaleigh	Paraprof, Instructional Asst	Easterby Elementary	7/3/2025
1033198	Yang	Chia	Paraprof, Child Development	Anthony Elementary	5/4/2025
1079223	Yang	Christopher	Custodian	Vang Pao Elementary	7/15/2025
1064097	Yu	Loman	Custodian	Gaston Middle	7/31/2025
1086858	Zepeda	Marcos	Paraprof, After Schl/Ext Day	Robinson Elementary	6/10/2025
1085319	Zuniga	Victoria	Paraprof, Extensive Support Needs	Ericson Elementary	6/12/2025

Management Certificated

1052987	Burris-Marby	Jasmine	Vice Principal III	Edison High	7/3/2025
1074082	Dowling	Kathleen	Psychologist, School	Ewing Elementary	6/30/2025
1050039	Dryden	Angela	Manager III, SPED Prog & Serv	Special Educ Administration	6/20/2025

Management Classified

1036887	Carr	Deann	Manager II, General	Teacher Development	6/30/2025

DECEASED

Classified Personnel

1080605	Muro	Laura	Specialist, Hum Res Data II	Human Resources	6/1/2025

LEAVE REQUEST

Certificated Personnel

1071191	Pacheco Resto	Edgardo	Teacher, Senior High	Mclane High School	8/13/2025
1081913	Schmidt	Madisen	Teacher, Elementary	Centennial Elementary	4/8/2025

Classified Personnel

1083916	Figueroa Renteria	Maricruz	Assistant, Office I	Alternative Education	6/23/2025

1066966	Martinez	Monica	Custodian	Eaton Elementary	6/1/2025
1066683	Rudolph	Danielle	Paraprof, Instructional Asst	Pyle Elementary	4/1/2025
1078251	Torres Osuna	Ernesto	Paraprof, Child Development	Heaton Elementary	5/21/2025

Management Certificated

1036563	Leal-Bhandari	Brenda	Vice Principal I	Centennial Elementary	7/31/2025

Management Classified

1078331	Lopez	Hannah	Coordinator I, Community Schools	Jefferson Elementary	5/9/2025

R39-MONTH REEMPLOYMENT RIGHTS

Classified Personnel

1053186	Deamaral	Nicole	Assistant, Campus Safety	Fresno High School	6/2/2025
1073910	Herrera Liseno	Patricia	Paraeducator, Community Based	IMC Special Ed	6/3/2025
1071341	Luque	Jonathan	Plant Coordinator I	Webster Elementary	6/9/2025
1077743	Lustre Rios	Cristina	Lead, After Schl/Ext Day	Webster Elementary	5/20/2025
1066473	Ramos	Amanda	Nutrition Services Assistant	Packaging Center	5/13/2025
1064484	Walker	Valencia	Paraprof, Mild/Moderate Support Needs	King Elementary	6/9/2025

Management Classified

1046073	Fabian	Thea	Manager II, General	Instructional Services	6/4/2025

PROMOTIONS

Classified Personnel

1086462	Arzate	Myrna	Paraprof, Extensive Support Needs	Hamilton K-8	5/5/2025
1074460	Bott	Daniel	Plant Coordinator II	Yosemite Middle	6/2/2025
1079757	Lee	Tou	Custodian, Lead	Roosevelt High School	5/12/2025
1077720	Martinez	Aristea	Lead, After Schl/Ext Day	Jefferson Elementary	5/13/2025
1081868	Oceguera	Edgar	Custodian, PE Male/Female	Edison High	5/12/2025
1080931	Olivera	Lavy	Paraprof, Extensive Support Needs	Lawless Elementary	6/2/2025
1063100	Pruneda	John	Plant Coordinator II	Tenaya Middle	6/2/2025
1078318	Rodriguez	Mirna	Lead, After Schl/Ext Day	Herrera Elementary	5/19/2025
1083748	Rodriguez	Raul	Operator, Equipment I	Maintenance And Operations	5/27/2025
1087714	Valencia	Kimberly	Assistant, Campus Safety	Cooper Middle School	5/27/2025
1085647	Xiong	Tou	Paraprof, Extensive Support Needs	Anthony Elementary	5/1/2025
1082214	Xiong	Toulee	Plant Coordinator I	Bakman Elementary	5/28/2025

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: JUNE 18, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Meeting Minutes

ITEM DESCRIPTION: Included in the Board binders are draft minutes for the Board of Education regular meeting held June 04, 2025.

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

PREPARED BY Ambra O'Connor, Chief of Staff

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
May 28, 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 May 28, 2025, there were present Board Members Cazares, Jonasson Rosas, Levine, Thomas, Wittrup, Clerk Islas, and Board President Davis. Superintendent Mao Misty Her was also present.

Board President Davis CONVENED the Regular Board Meeting at 4:30 p.m.

PLEDGE OF ALLEGIANCE

Carlos Castillo, Ed.D., led the Flag Salute.

For the record, Board President Davis reported staff pulled from the consent agenda item C-30, Ratify Agreement with Black Students of California United; therefore, no discussion or action took place for this item.

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 agenda item A-1, Receive the Fresno Unified School District Third Quarterly Investment Report for Fiscal Year 2024/25.

Board President Davis ADJOURNED the Regular Board Meeting to Closed Session at 4:32 p.m.

For the record, Closed Session extended to 6:20 p.m.

Board President Davis RECONVENED the meeting to Open Session at 6:29 p.m.

For the record, Board President Davis reported staff pulled from the consent agenda item C-30, Ratify Agreement with Black Students of California United; therefore, no discussion or action took place for this item.

For the record, the Board took an opportunity to thank and recognize Lykamae Alacar of Sunnyside High School and Emily Epperly of Fresno High School for their service as the 2024/25 Fresno Unified School District Student Board Members.

Reporting Out of Closed Session

For the record there were no items to report.

For the record, Clerk Islas read the approved Board Shared Agreements which are as follows:

- **Respect and Civility** – Honor our shared agreements.
- **Be Honest and Honorable** – Honor my word and do not lie, deflect, or disparage others.
- **Honor the Process and any Time Limits**
- **Honor Confidentiality**
- **Be Prepared and On Time** – Be on time. Read materials or share questions ahead of time. Share as early as possible if I will be late or miss a commitment.
- **Represent All Students** - Do not represent solely my region/area.

B. CONFERENCE/DISCUSSION AGENDA

B-1, DISCUSS and APPROVE Initial Proposal from the Service Employees International Union Local 521 to Fresno Unified School District for 2025-2028 Successor Agreement

For the record, the Board received zero (0) requests from the public to address agenda item B-1, Discuss and Approve the initial proposal from the service Employees International Union Local 521 to Fresno Unified School District for the 2025/2028 Successor Agreement.

On a motion by Board Clerk Islas, seconded by Board Member Cazares, the Board approved agenda item, B-1, Discuss and Approve the initial proposal from the service Employees International Union Local 521 to Fresno Unified School District for the 2025/2028 Successor Agreement. by a vote of 7-0-0-0 as follows: AYES: Board Members Cazares, Jonasson Rosas, Levine, Thomas, Wittrup, Clerk Islas, and Board President Davis.

B-2, DISCUSS and APPROVE the Arts, Music, & Instructional Materials Discretionary Block Grant

For the record, the Board received zero (0) requests from the public to address agenda item B-2, Discuss and Approve the Arts, Music, & Instructional Materials Discretionary Block Grant.

On a motion by Board Member Wittrup, seconded by Board Member Cazares, the Board approved agenda item, B-2, Discuss and Approve the Arts, Music, & Instructional Materials Discretionary Block Grant, by a vote of 7-0-0-0 as follows: AYES: Board Members Cazares, Jonasson Rosas, Levine, Thomas, Wittrup, Clerk Islas, and Board President Davis.

B-3, PRESENT and DISCUSS the May Revise

For the record, the Board received zero (0) requests from the public to address agenda item B-3, Present and Discuss the May Revise.

For the record, Board members had comments pertaining to agenda item B-3. A summary is as follows:

Member Levine referenced Student Support and Professional Development Block Grant as well as Literacy and Mathematics Instructional Coaches information listed on slide no. 8 and asked what the district expects to receive. Asked if the budget scheduled for adoption next month will have those revenues included.

President Davis requested staff to add block grant expiration dates to budget presentations as there may be people that do not realize block grants begin and end on specific dates.

Patrick Jensen was available to provide clarity.

OPPORTUNITY for Public Comment on Consent Agenda Items

For the record, the Board received zero (0) requests to address the Board on the Consent Agenda.

On a motion by Board Member Cazares, seconded by Board Member Wittrup, the Board approved the Consent Agenda with the exception of agenda item C-16 by a vote of 7-0-0-0, as follows: AYES: Board Members Cazares, Jonasson Rosas, Levine, Thomas, Wittrup, Clerk Islas, and Board President Davis.

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

C. CONSENT AGENDA

C-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 May 14, 2025.

C-3, APPROVE Meeting Minutes
APPROVED as recommended, the draft minutes for the regular meeting of the Fresno Unified School District Board of Education held May 14, 2025.

C-4, ADOPT Resolutions Delineating Authorized District Agents to Sign on Behalf of Fresno Unified School District
ADOPTED as recommended, Resolutions 25-73 through 25-92 presented for adoption to update authorized officials to sign various business transactions on behalf of Fresno Unified School District. These resolutions will be effective for the period beginning May 28, 2025, until revoked or superseded.

C-5, ADOPT Job Description of Chief Counsel
ADOPTED as recommended, the job description of Chief Counsel. This position is responsible for improving student achievement through the effective management of assigned functions and activities; under the direction of the Superintendent of Schools, plan, organize, direct and provide professional legal services and counsel to the District in a wide variety of legal matters such as labor and employment, student rights, real estate, litigation, liability, and school bonds; serve as the primary legal advisor and represent the District before a variety of administrative and legislative bodies; supervise and evaluate assigned staff. The Classified Management Salary Schedule 261 Duty Days with Chief Counsel placement on E-33.

C-6, ADOPT Job Description of Deputy Chief Counsel

ADOPTED as recommended, the job description of Deputy Chief Counsel. This position is responsible for improving student achievement through the effective management of assigned functions and activities; under the direction of the Chief Counsel, assist the Chief Counsel, with significant responsibility for the departmental management; serve as primary of contract for senior District staff requiring assistance from legal counsel; assume the duties of the Chief Counsel in case of absence; prepare and conduct major litigation and administrative law hearings; assist in providing professional legal services and counsel to the District in a wide variety of legal matters such as labor and employment, student rights, litigation, liability, and school bonds; supervise support staff performing such duties. The Classified Management Salary Schedule 261 Duty Days with Deputy Chief Counsel placement on E-31.

C-7, ADOPT Job Description of Director, Americans with Disabilities

ADOPTED as recommended, the job description of Director, Americans with Disabilities (ADA). This position is responsible for improving student achievement through the effective management of assigned functions and activities; plan, organize, control and direct the District's Americans with Disabilities (ADA) interactive program to provide timely delivery of high-quality services to staff, sites and departments; review and analyze the District's ADA program and Section 504 of the Rehabilitation Act of 1973 for compliance; supervise, provide clear work direction and evaluate the performance of assigned personnel. The Classified Management Salary Schedule 261 Duty Days with Director, Americans with Disabilities (ADA) placement on E-27.

C-8, ADOPT Provisional Internship Permits

ADOPTED as recommended, a Provisional Internship Permit (PIP) recommendation to rehire or hire upon Board adoption.

C-9, ADOPT Variable Term Waiver for Career Technical Education Credential Holder

ADOPTED as recommended request to adopt the Variable Term Waiver for a Career Technical Education Credential Holder.

C-10, APPROVE Revised 2024/25 Certificated Negotiable Monthly Salary Schedule

APPROVED as recommended, the revised 2024/25 Certificated Management Negotiable Monthly Salary Schedule.

C-11, APPROVE Agreement with Price Paige & Company

APPROVE as recommended, an agreement with Price Paige & Company for Internal Audit and Fraud Investigation Services for the period of July 01, 2025, to June 30, 2028.

C-12, APPROVE Agreement with Pythian Services, Inc.
APPROVED as recommended, a Statement of Work from Pythian Services, Inc., in support of the district's development of a robust and unified data strategy.

C-13, APPROVE Award of Bid 25-31, Mayfair Elementary School Playground Replacements
APPROVED as recommended, information on Bid 25-31, Mayfair Elementary School Playground Replacements. The project consists of the replacement of existing play equipment, installation of rubber surfacing, shade canopies, and associated sitework for three playgrounds. Staff recommend the award to the lowest responsive, responsible bidder: Better Enterprises, Inc. (Fresno, California) $975,900.

C-14, APPROVE Award of Bid 25-32, Rowell Elementary School Playground Replacements
APPROVED as recommended, information on Bid 25-32, Rowell Elementary School Playground Replacements. The project consists of the replacement of existing play equipment, installation of rubber surfacing, shade canopies, and associated sitework for three playgrounds. Staff recommend the award to the lowest responsive, responsible bidder: Caliber Contracting Services, Inc. (Fresno, California) $661,808.

C-15, APPROVE Award of Bid 25-33, Kratt Elementary School Playground Replacement
APPROVED as recommended, information on Bid 25-33, Kratt Elementary School Playground Replacement. The project consists of the replacement of existing play equipment, installation of rubber surfacing, shade canopies, and associated sitework. Staff recommend the award to the lowest responsive, responsible bidder: JL McDaniels Companies, dba McDaniels Construction (Bakersfield, California) $274,403.

C-16, APPROVE Award of Bid 25-36, Exterior Painting at Various Sites
APPROVED as recommended, information on Bid 25-36, Exterior Painting at Various Sites. This project includes six bid sections to provide exterior painting at Edison Bethune Charter Academy, Vang Pao Elementary School, Gaston Middle School, Tehipite Middle School, Hoover High School, and Sunnyside High School this summer. The schools identified to be painted are the most in need based on when they were last painted and assessment of paint condition. Staff recommend award to the lowest, responsive, responsible bidder: Section A (Edison Bethune Charter Academy) GMAT Painting (Stockton, California) $75,500; Section B (Vang Pao Elementary School) H.B. Restoration, Inc. (Rio Linda, California) $82,050; Section C (Gaston Middle School) Anchor Singh Painting, Inc. (Sacramento, California) $262,333.

Section D (Tehipite Middle School) GMAT Painting (Stockton, California) $180,500; Section E (Hoover High School) George E. Masker, Inc. (Oakland, California) $345,000; and Section F (Sunnyside High School) H.B. Restoration, Inc. (Rio Linda, California) $386,050.

For the record, the Board received one (1) request to address the Board on agenda item C-16. The individual's name with a summary of topic are as follows:

1. Juan Rosales shared concerns related to certain contractors regarding wage theft, misclassification of workers, and paying wages off the books. Requested the Board take steps to ensure unethical contractors are not given a pass.

For the record, Board members had comments/questions pertaining to agenda item C-16**,** Approve Award of Bid 25-36, Exterior Painting at Various Sites. A summary is as follows:

Member Jonasson Rosas requested staff to address the comments shared by Juan Rosales. Commented on the Board's interest in looking beyond the lowest bid and looking to qualitative factors to ensure tax-payer dollars are going to responsible companies that treat their employees fairly. Referenced Board Policies coming to the next Board meeting may need to be addressed. Requested clarity as to if the district will closely monitor the companies.

Clerk Islas asked what the consequences are if the Board does not approve the item at this meeting. Asked if delaying the project will impede students from accessing campuses.

Clerk Islas shared a personal anecdote related to wage theft and commented on not being able to support this item with the allegation of wage theft tied to a listed contractor. Clerk Islas asked if there is an option to approve all projects except those tied to the specific contractor. Clerk Islas requested clarity as to what the due diligence is for the district if the item is passed and then evidence is provided that grievances took place.

Clerk Islas supported the comment made by Member Jonasson Rosas in that the Board does not want to continually reward irresponsible companies.

President Davis asked if there is a mechanism in which payment can be withheld until the district is satisfied that the company has met its responsibilities.

Member Levine requested clarity as to the comment that if the item is not passed at tonight's meeting the work will be punted to next summer and commented there are two remaining meetings for the 2024/25 school year.

Clerk Islas asked if the district goes forward with the contractors listed, is the district going to make sure there is no way the contractors could not comply with paying wages owed to workers.

Member Jonasson Rosas commented on not wanting to delay the painting, but the Board wants to be sure the allegations brought forward are taken seriously. Member Jonasson Rosas commented she is satisfied as long as staff will provide a watchful eye, and that staff are working on a plan for items like this in the future.

Member Levine would like it confirmed that the approved vendors list does not contain any vendor with an active wage theft claim against them in the State of California.

Paul Idsvoog, legal counsel Bryan Martin and Alex Belanger were available to provide clarity.

On a motion by Board Member Cazares, seconded by Board Member Thomas, the Board approved agenda item C16 by a vote of 5-0-2-0 as follows: AYES: Board Members: Cazares, Levine, Thomas, Wittrup, and President Davis. ABSTENTIONS: Board Clerk Islas, and Board Member Jonasson Rosas.

C-17, APPROVE Award of Bid 25-44, Farber Educational Center South Building A, Parking Lot Improvements

APPROVED as recommended, information on Bid 25-44, Farber Educational Center South Building A, Parking Lot Improvements. This project consists of providing a permanent parking lot on the existing west side of the Farber South Campus. Staff recommend award to the lowest responsive, responsible bidder: Juarez Brothers General Engineering, Inc. (Madera, California) $567,000.

C-18, APPROVE Award of Bid 25-46, Sunnyside High School Career Technical Education Building Improvements

APPROVED as recommended, information on Bid 25-46, Sunnyside High School Career Technical Education (CTE) Building Improvements. This project consists of the alteration and modernization of the existing weight room, student store, and Associated Student Body (ASB) Office at Sunnyside High School. Staff recommend award to the lowest responsive, responsible bidder: Better Enterprises, Inc. (Fresno, California) $388,900.

C-19, APPROVE Award of Bid 25-47, Yosemite Middle School Administration Building Modernization

APPROVED as recommended, information on Bid 25-47, Yosemite Middle School Administration Building Modernization. This project includes a new Americans with Disabilities Act (ADA) compliant reception counter and a new ADA all gender student restroom to better serve the needs of the staff and students at Yosemite Middle School. Staff recommend award to the lowest responsive, responsible bidder: Heritage General (Fresno, California) $395,275.

C-20, APPROVE Award of Bid 25-48, Heating Ventilation and Air Conditioning Improvement at Various Sites

APPROVED as recommended, information on Bid 25-48, Heating Ventilation and Air Conditioning Improvement at Various Sites. This project will improve the heating, ventilation, and air conditioning (HVAC) performance by replacing unit ventilators, energy management systems, and heat pumps at Easterby, Jackson, Leavenworth, Norseman, Robinson, Storey, Thomas, and Wilson Elementary Schools. Staff recommend award to the lowest responsive, responsible bidder: New England Sheet Metal and Mechanical Co. (Fresno, California) $8,743,000.

C-21, APPROVE Award of Bid 25-49, Ericson Elementary School Energy Management System Replacement

APPROVED as recommended, information on Bid 25-49, Ericson Elementary School Energy Management System Replacement. This project consists of replacing the sites energy management system to enhance the performance of the heating, ventilation, and air conditioning (HVAC) operations. Staff recommend award to the lowest responsive, responsible bidder: Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy (Fresno, California) $321,991.

C-22, APPROVE Award of Bid 25-50, Tioga Middle School Single Point of Entry and Parking Improvements

APPROVED as recommended, information on Bid 25-50, Tioga Middle School Single Point of Entry and Parking Improvements. The project consists of a new parking lot and drop-off with modified fencing to create a single point of entry which will increase site safety and security for students and staff. Staff recommend award to the lowest responsive, responsible bidder: GCB1, Inc., dba GC Builders (Fresno, California) $1,221,700.

C-23, APPROVE Award of Bid 25-58, Sections A, B and C, Fencing and the Americans with Disabilities Act (ADA) Improvements at Dailey, Muir, and Winchell Elementary Schools

APPROVED as recommended, information on Bid 25-58, Sections A, B and C, Fencing and the Americans with Disabilities Act (ADA) Improvements at Dailey, Muir, and Winchell Elementary Schools. The project consists of the installation of ornamental iron fencing and gates to establish a single point of entry on campus. Staff recommend award to the lowest responsive, responsible bidder: Section A (Dailey), All Commercial Fence, Inc. (Oakdale, CA) $186,455; Section B (Muir) Harris Development Corp., dba HBC Enterprises (Clovis, CA) $188,940; and Section C (Winchell) All Commercial Fence, Inc. (Oakdale, CA) $ 180,960.

C-24, APPROVE Award of Request for Proposals 25-26, Musical Instruments

APPROVED as recommended, information on Request for Proposals (RFP) 25-26 Musical Instruments, to identify qualified vendors and establish discounted prices for the purchase of musical instruments.

C-25, APPROVE Award of Request for Proposals 25-42, Fresh Juice, and Dairy Products with Site Delivery Services

APPROVED as recommended, information on Request for Proposals (RFP) 25-42, to establish fixed pricing for delivery of fresh juice and dairy products with site delivery services to 106 school locations. These products are served in the School Breakfast Program, National School Lunch Program and the Super Snack Program, and are funded by reimbursement from the US Department of Agriculture and the California Department of Education. The term is one-year with the option to extend for two additional one-year periods beginning July 01, 2025. Staff recommend award of Schedule A to the best value vendor: Producers Dairy Foods, Inc. (Fresno, California) $4,563,235.

C-26, APPROVE Award of Request for Qualifications 25-03, Architectural/Engineering Services, and Request for Qualifications 25-04, Professional Services-Construction Related Consultants

APPROVED as recommended, information on Requests for Qualifications (RFQ) 25-03 and 25-04, to provide a pool of qualified firms/consultants for use in support of the district's new construction, modernization, modular projects, and deferred and general maintenance projects. Also included in the RFQ are firms that provide services for securing funding and project approvals from State agencies and firms that assist in preparing and analyzing demographic and enrollment data.

C-27, APPROVE Award of Request for Qualifications 25-25, Musical Instruments Repair and Service

APPROVED as recommended, information on Request for Qualifications (RFQ) 25-25, to provide a pool of qualified vendors based on extensive evaluation by a panel consisting of Visual and Performing Arts leaders and teachers to perform repair and service of musical instruments.

C-28, APPROVE Award of Request for Qualifications 25-35, Targeted Educational Support Services for Students

APPROVED as recommended, information on Request for Qualifications (RFQ) 25-35, to qualify a pool of vendors for Indirect/Direct Student and Family Services and Professional Learning under four categories: Culturally Relevant Academic Services and Supports, Culturally and Academically Enriched Learning Opportunities, Strong Relationships with Families and Community, and Strategic Partnerships to Enhance Culturally Responsive Practices.

C-29, APPROVE Rejection of Bid 25-52, Dough Divider-Rounder

APPROVED Rejection as recommended, for information on Bid 25-52, Dough Divider-Rounder to replace a dough divider-rounder at the Nutrition Services Department, including delivery and removal of the current dough-divider machine. Staff recommend rejecting all bids due to not meeting specifications in the bid documents.

C-30, RATIFY Agreement with Black Students of California United
ITEM PULLED BY STAFF. No discussion or action taken.

C-31, RATIFY Change Orders
RATIFIED as recommended, information on Change Orders for the following projects:

- Bid 23-02, Edison High School Career Technical Education Building and Interim Housing

  Change Order 6 (CTE Building) presented for ratification: $82,592

  Change Order 7 (CTE Building) presented for ratification: $410,005

- Bid 24-46, Baird Middle School Sitework and Portable Improvement

  Change Order 1 presented for ratification: $3,910

  Change Order 2 presented for ratification: $121,067

  Change Order 3 presented for ratification: $-103,530

  Change Order 4 presented for ratification: $5,068

- Bid 24-47, Birney Elementary School Sitework and Portable Improvement

  Change Order 1 presented for ratification: $60,299

  Change Order 2 presented for ratification: $-75,437

  Change Order 3 presented for ratification: $57,859

  Change Order 4 presented for ratification: $114,544

- Bid 24-48, Cooper Middle School Sitework and Portable Improvement

  Change Order 1 presented for ratification: $186,698

  Change Order 2 presented for ratification: $-217,259

  Change Order 3 presented for ratification: $37,577

  Change Order 4 presented for ratification: $86,857

- Bid 24-50, Viking Elementary School Sitework and Portable Improvement

Change Order 1 presented for ratification: $21,188

Change Order 2 presented for ratification: $-83,470

Change Order 3 presented for ratification: $16,662

Change Order 4 presented for ratification: $107,459

- Bid 24-54, Bullard High School Fencing Improvements

  Change Order 4 presented for ratification: $15,634

- Bid 24-56, Fresno High School Auxiliary Gym and Site Improvements

  Change Order 4 presented for ratification: $90,405

- Bid 24-72, McLane High School New Gymnasium

  Change Order 3 presented for ratification: $16,492

- Bid 24-73, Fresno High School Varsity Baseball and Softball Scoreboards

  Change Order 1 presented for ratification: $13,656

- Bid 24-94 Section A, Burroughs Elementary School Playground Replacements

  Change Order 2 presented for ratification: $30,660

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. Luz Lopez shared concerns related to sibling preference and enrollment into the dual immersion program.

OPPORTUNITY for Board Member Reflections on the Board Shared Agreements

For the record, there were no Board reflections shared.

D. ADJOURNMENT

Board President Davis ADJOURNED the meeting at 7:14 p.m.

MINUTES – BOARD OF EDUCATION REGULAR MEETING

Fresno, California
June 04, 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 June 04, 2025, there were present Board Members Cazares, Jonasson Rosas, Levine, Thomas, Wittrup, Clerk Islas, and Board President Davis. Superintendent Her was also present.

Board President Davis CONVENED the Regular Board Meeting at 4:30 p.m.

PLEDGE OF ALLEGIANCE

Tami Lundberg 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 agenda item A-1, Receive Proposed Revisions for Board Bylaws and agenda item A-2, Receive Proposed Revisions for Board Policies.

Board President Davis ADJOURNED the Regular Board Meeting to Closed Session at 4:30 p.m.

For the record, Closed Session extended to 5:45 p.m.

Board President Davis RECONVENED the meeting to Open Session at 5:48 p.m.

Reporting Out of Closed Session

On a motion by Board President Davis, seconded by Board Member Levine, the Board acted in closed session to approve dismissal charges for a permanent certificated employee, identification number 1041664, by a vote of 7-0-0-0 as follows: AYES: Board Members Cazares, Jonasson Rosas, Levine, Thomas, Wittrup, Clerk Islas, and President Davis.

On a motion by Board Clerk Islas, seconded by Board Member Cazares, the Board acted in closed session to approve dismissal charges for a permanent certificated employee, identification number 1071199, by a vote of 7-0-0-0 as follows: AYES: Board Members Cazares, Jonasson Rosas, Levine, Thomas, Wittrup, Clerk Islas, and President Davis.

For the record, Clerk Islas read the approved Board Shared Agreements which are as follows:

- **Respect and Civility** – Honor our shared agreements.
- **Be Honest and Honorable** – Honor my word and do not lie, deflect, or disparage others.
- **Honor the Process and any Time Limits**
- **Honor Confidentiality**
- **Be Prepared and On Time** – Be on time. Read materials or share questions ahead of time. Share as early as possible if I will be late or miss a commitment.
- **Represent All Students** - Do not represent solely my region/area.

B. CONFERENCE/DISCUSSION AGENDA

B-1, HOLD Public Hearing, PRESENT and DISCUSS 2025/26 Local Control and Accountability Plan

For the record, Board President Davis opened the public hearing at 5:56 p.m.

For the record, the Board received zero (0) requests from the public to address agenda item B-1, Hold Public Hearing, Present and Discuss the 2025/26 Local Control and Accountability Plan.

For the record, Board members had comments pertaining to agenda item B-1. A summary is as follows:

Member Cazares referenced the substantial investment the Board made into Food

Services and requested a status check. Additionally, Member Cazares commented on chronic absenteeism and asked if staff could share with schools what is working so schools would not need to use their equity multiplier funds.

Patrick Jensen was available to provide clarity.

For the record, Board President Davis closed the public hearing at 5:56 p.m.

B-2, HOLD Public Hearing, PRESENT and DISCUSS the Fresno Unified School District 2025/26 Proposed Budget and Education Protection Account

For the record, Board President Davis opened the public hearing at 6:05 p.m.

For the record, the Board received one (1) request from the public to address agenda item B-2, Hold Public Hearing, Present and Discuss the Fresno Unified School District 2025/26 Proposed Budget and Education Protection Account. The individual's name with a summary of topic are as follows:

1. Ana Bustos advocated for more resources for the second grade in reference to the K-1 Literacy Initiative.

For the record, Board members had comments pertaining to agenda item B-2. A summary is as follows:

Member Jonasson Rosas requested clarity as to reductions to Foundation and Community Engagement and asked how much the district continues to provide and recommended the Foundation staffing be funded by fundraising.

Member Cazares requested clarity as to the budget reduction in English Learners Services and asked staff to ensure that the level of service for English learners will not be affected. Asked the same for the reductions listed for the Special Education budget. Commented that not every activity in every grade can be listed in the budget and asked staff to explain how although not listed specifically, how second grade fits into the budget.

Patrick Jensen and Carlos Castillo, Ed.D. were available to provide clarity.

For the record, Board President Davis closed the public hearing at 6:14 p.m.

B-3, DISCUSS and APPROVE the Fresno Unified School District 2025-2028 Initial Proposal to Service Employees International Union Local 521
ITEM PULLED BY STAFF, no discussion or action taken.

B-4, PRESENT and DISCUSS the Draft Student Outcomes Focused Governance Dashboard

For the record, the Board received zero (0) requests from the public to address agenda item B-4, Present and Discuss the Draft Student Outcomes Focused Governance Dashboard.

For the record, Board members had comments pertaining to agenda item B-4. A summary is as follows:

Member Jonasson Rosas commented from the perspective of the Americans with Disabilities Act it does not appear that the contrast requirement is being met.

Member Wittrup asked if there is a way to filter students with disabilities by eligibility.

Member Levine asked once live, where will the dashboard live on the website. Suggested the Board's view be the version used for the public or as community facing as possible.

Superintendent Her, Zerina Hargrove-Brown, Ed.D., and Todd Prieto were available to provide clarity.

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 Jonasson Rosas, the Board approved the Consent Agenda with the exception of agenda item C-6 and C-19 by a vote of 7-0-0-0, as follows: AYES: Board Members Cazares, Jonasson Rosas, Levine, Thomas, Wittrup, Clerk Islas, and Board President Davis.

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

C. CONSENT AGENDA

C-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 Board meeting held May 28, 2025.

C-3, ADOPT Resolution 25-72, Approving the Self-Certifying Increased Micro-Purchase Threshold

ADOPTED as recommended, Resolution 25-72, to approve the self-certifying increase of the micro-purchase threshold when utilizing federal funding. The current micro-purchase threshold which requires multiple quotes is $10,000 or more. Pursuant to 2 C.F.R. Section 200.320, non–federal entities, including local public-school districts, may annually self-certify a micro-purchase threshold of up to $50,000.

C-4, APPROVE the 2025/26 School Plans for Student Achievement

APPROVED as recommended, information for the 2025/26 School Plans for Student Achievement (SPSA).

C-5, APPROVE Agreement with Dr. Megan Stone, M.D.

APPROVED as recommended, an agreement with Dr. Megan Stone, M.D., for ordering, referring, and prescribing services specifically related to Occupational and Physical Therapy treatments. Approval of this agreement will enable Fresno Unified to receive Medi-Cal reimbursement for services provided by both Fresno Unified School District providers as well as eligible contractors providing these services.

C-6, APPROVE Reading Difficulties Risk Screener

APPROVED as recommended, DIBELS (Dynamic Indicators of Basic Early Literacy Skills) as a reading difficulties risk screener. In alignment with California Education Code Section 53008, beginning in the 2025/26 school year, districts are required to screen students in kindergarten, first and second grades for risk of reading difficulties, including dyslexia, with a screening instrument pre-approved by California Department of Education.

For the record, the Board received one (1) request to address the Board on agenda item C-6. The individual's name with a summary of topic are as follows:

1. Ana Bustos expressed gratitude for the committee. Commented the district is not limited to one screener but may use two, and shared concerns from teachers in the dual immersion program regarding time constraints related to the screener.

For the record, Board members had comments and questions pertaining to agenda item C-6. A summary is as follows:

Member Jonasson Rosas asked if there is a reason two tools could not be used for one year. Asked if the district finds the screener is not working if the district can then pivot.

Member Thomas requested clarity as to whether there were problems with the technology.

Member Wittrup commented on being pleased DIBELS was selected as it is a great instrument and very well respected.

For the record, Carlos Castillo, Ed.D., and Pamela Taylor were available to provide clarity.

On a motion by Board Member Wittrup, seconded by Board Member Levine, the Board approved agenda item C-6, by a vote of 7-0-0-0 as follows: AYES: Board Members Cazares, Jonasson Rosas, Levine, Thomas, Wittrup, Clerk Islas, and President Davis.

C-7, APPROVE Addendum to the Operating Agreement with the Center for Advanced Research and Technology
APPROVED as recommended, an addendum to the Operating Agreement between Fresno Unified School District, Clovis Unified School District, and the Center for Advanced Research and Technology.

C-8, APPROVE Award of Bid 25-40, Edison High School Locker Room Modernization
APPROVED as recommended, information on Bid 25-40, Edison High School Locker Room Modernization. The project consists of the modernization of the existing boys and girls locker shower rooms. Staff recommend the award to the lowest responsive, responsible bidder: Better Enterprises, Inc. (Fresno, California) $2,155,850.

C-9, APPROVE Award of Bid 25-43, Fresno Unified Service Center Bus Wash Facility
APPROVED as recommended, information on Bid 25-43, Fresno Unified Service Center Bus Wash Facility. This project will add a bus wash facility, allowing employees to clean buses more efficiently while significantly reducing water usage. Staff recommend award to the lowest responsive, responsible bidder: Harris Development Corp. dba HBC Enterprises (Clovis, California) $1,174,449.

C-10, APPROVE Award of Bid 25-53, Sequoia Middle School Dance Room Heating, Ventilation, Air Conditioning Replacement

APPROVED as recommended, information on Bid 25-53, Sequoia Middle School Dance Room Heating, Ventilation, Air Conditioning Replacement. This project will replace a failed air handler, enhancing indoor air quality with MERV 13 filtration and increased ventilation rates. Staff recommend award to the lowest responsive, responsible bidder: Strategic Mechanical, Inc. (Fresno, California) $404,000.

C-11, APPROVE Award of Bid 25-56, Kratt Elementary School Chiller Phase 1 Hydronic Lines

APPROVED as recommended, information on Bid 25-56, Kratt Elementary School Chiller Phase 1 Hydronic Lines. This project will remove the existing library chiller and connect the library building to the Multipurpose Room central plant chiller, improving overall efficiency by balancing the load and ensuring adequate cooling for the library. Staff recommend award to the lowest responsive, responsible bidder: Strategic Mechanical, Inc. (Fresno, California) $249,000.

C-12, APPROVE Award of Bid 25-60, Aynesworth and Calwa Elementary Schools Unit Ventilation, Energy Management Systems, and Central Plant Equipment Replacement

APPROVED as recommended, information on Bid 25-60, Aynesworth and Calwa Elementary Schools Unit Ventilation, Energy Management Systems, and Central Plant Equipment Replacement. The project consists of the replacement of classroom ventilators, heat pumps, energy management systems, and central plant equipment. Staff recommend the award to the lowest responsive, responsible bidder: New England Sheet Metal and Mechanical Co. (Fresno, California) $2,768,000.

C-13, APPROVE Award of Request for Proposals 25-23, Leadership Development and Coaching Services

APPROVED as recommended, a Request for Proposals (RFP) 25-23, Leadership Development and Coaching Services, to coach and support leaders in alignment with the Equity Centered Pipeline Leadership Initiative (ECPI). The term is a one-year period beginning July 01, 2025, with the option to renew for four additional one-year periods. The Request for Proposals (RFP) was lawfully advertised on January 31, 2025, and February 07, 2025. Notifications were sent to 243 vendors, and the district received 26 responses. The evaluation of proposals was based on qualifications, insurance and regulatory matters, overall project approach, and pricing structure. The evaluation panel, comprised of Fresno Unified Professional Development staff, recommends approval of the following vendor: Men of Color in Educational Leaders (MCEL) United, Inc. (Riverview, Florida) est. annual $443,250.

C-14, APPROVE Use of Individual Piggyback Contracts in 2025/26
APPROVED as recommended, a list of piggyback contracts recommended for utilization by the district during 2025/26 for efficient and cost-effective procurement. Piggybacking is allowed under Public Contract Codes 10299 and 20118 and is the best practice that takes advantage of competitive pricing from a contract formally bid by another school district or public agency.

C-15, DENY Claim GL24-0821-14470
DENIED as recommended, a late Claim for Damages by Stephanie Vasquez, case GL24-0821-14470.

C-16, DENY Claim GL25-0131-14460
DENIED as recommended, a Claim for Damages by Oscar Gutierrez, case GL25-0131-14460.

C-17, 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 24-54, Bullard High School Fencing Improvements and Bid 24-73, Fresno High School Varsity Baseball and Softball Scoreboards.

C-18, RATIFY Purchase Orders from March 01, 2025, through March 31, 2025, and Zero Dollar Contracts – Primary Report
RATIFIED as recommended, information on purchase orders issued from March 01, 2025, through March 31, 2025, Primary Report. Two agenda items are presented to ratify purchase orders. The first item includes the Primary Report with all purchase orders issued during the reported dates with the exception of those that may present a potential conflict of interest for an individual Board member. All remaining purchase orders are in the Supplemental Report and presented as a second agenda item.

C-19, RATIFY Purchase Orders from March 01, 2025, through March 31, 2025 – Supplemental Report
RATIFIED as recommended, information on purchase orders issued from March 01, 2025, through March 31, 2025, Supplemental Report.

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

> Agenda item C-19 on tonight's Consent Agenda contains purchase orders between Fresno Unified School District and the CSU Fresno Foundation, the California Teaching Fellows Foundation, California State University, Fresno, the CSU Fresno Association Food Services, the CSUF/Association, the CSUF Downing Planetarium and Fresno State University.

I did not participate in the making of the purchase orders related to this agenda item; however, because of my employment with Fresno State, I have a remote financial interest in the purchase orders.

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 item C-19 by a vote of 6-0-1-0 as follows: Board Members Cazares, Jonasson Rosas, Thomas, Wittrup, Clerk Islas, and President Davis. ABSTENTIONS: Board Member Levine.

OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS

For the record, the Board received three (3) request to address the Board during Unscheduled Oral Communications. The individual's name and a summary of topic are as follows:

1. America Cabrales Garcia commented on topics as follows: better training for school staff when helping special needs students with mental health issues, special education classrooms need more support staff, classrooms need working air conditioners, overcrowding in special education classrooms, health and safety issues need to be addressed, parents are not being notified about meetings, parents should receive parent teacher conferences when requested as well as student information, proper investigations by school when looking into issues of bullying. America requested support for parents in the Spanish community.
2. Livier Padilla commented on student progress in reading. Requested more structure in the reading program at school site. Requested a group be created of parents and teachers to collaborate to help students.
3. Johana Matute shared concerns her child is facing at school related to bullying and sexual harassment and requested support from the school and the district.
4. James Cardoza spoke of code enforcement issues, absent fathers, the failure of school districts, and the Superintendent's salary.

OPPORTUNITY for Board Member Reflections on the Board Shared Agreements

For the record, there were no Board reflections shared.

Member Cazares commented that due to a technology issue student athletes are not properly recognized during awards ceremonies when said student plays sports at a different school other than their school of attendance.

D. ADJOURNMENT

Board President Davis ADJOURNED the meeting at 7:03 p.m.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: June 18, 2025

ACTION REQUESTED: ADOPT

TITLE AND SUBJECT: Adopt Resolution 25-93 Authorizing Inter-Fund Loans for Cash Flow Purposes

ITEM DESCRIPTION: Included in the Board material is Resolution 25-93 recommended for adoption to authorize Fresno Unified School District to transfer funds as needed for cash-flow purposes and to repay those transactions as funds become available for the 2025/26 fiscal year. Education Code Section 42603 authorizes inter-fund transfer loans to cover such temporary cash flow transfers.

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

PREPARED BY: Kim Kelstrom

DIVISION: Business and Financial Services

CABINET APPROVAL PHONE: (559) 457-6226

CABINET APPROVAL: Patrick Jensen, Chief Financial Officer

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

RESOLUTION NO. 25-93

RESOLUTION FOR ADOPTION)
In the Matter of Authorizing Inter-fund Loans)
For Cash Flow Purposes)

WHEREAS, the Fresno Unified school district administers various funds; and,

WHEREAS, the Fresno Unified school district occasionally has cash shortages in its segregated funds at the county treasury; and,

WHEREAS, Education Code Section 42603 authorizes inter-fund loans to cover such temporary cash shortages including intra-fund loans in the Bond Interest and Redemption Fund;

THEREFORE, BE IT RESOLVED that the Governing Board of the Fresno Unified School District authorizes the District Administration to transfer or cause the Fresno County Auditor-Controller/Tax Collector-Treasurer to transfer, funds as needed for cash-flow purposes, including payment of debt service on District bonds, and to repay those transfers as funds become available for the 2025/26 school year.

THE FOREGOING RESOLUTION WAS ADOPTED upon the motion of _____, seconded by _____, at a regular meeting of the Governing Board on the 18th day of June, 2025 by the following vote.

Ayes: _____

Noes: _____

Absent: _____

STATE OF CALIFORNIA)
COUNTY OF FRESNO)

I, Genoveva Islas , authorized agent of the Governing Board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said Board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 18th day of June 2025.

_____
Clerk of the Governing Board of
Fresno Unified School District

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: June 18, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Proposed Revision for Board Bylaws

ITEM DESCRIPTION: Included in the Board material are proposed revisions for three Board Bylaws (BB) and one Exhibit (E) as follows:

- BB 9002 Constituent Services
- E 9002 Constituent Services (New)
- BB 9310 Board Policies
- BB 9322 Agenda/Meeting Materials

These revisions are in alignment with Student Outcomes Focused Governance and best practices.

Revision recommendations are color coded as follows:
Yellow highlight - CSBA recommended language policy
Peach font – Subcommittee recommendation
Grey font – New Policy, CSBA recommended
Green font – Legally mandated/reference changes
Teal header – *New Policy, non-CSBA proposed
Blue font – Clarification or readability changes
~~Red strikeout~~ – Recommended deletion
Green font - CDE/FPM/Legal required change
Purple font - Information change
Blue font – Legal Counsel's recommendation

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

PREPARED BY: Teresa Plascencia, Executive Director

DIVISION: Constituent Services

CABINET APPROVAL PHONE: (559) 457-3838

CABINET APPROVAL: Ambra O'Connor, Chief of Staff

DRAFT

Fresno Unified Board Bylaw (BB) 9002
Constituent Services

Purpose

~~The purpose of~~ T~~t~~his policy ~~is to~~ defines the standards and procedures ~~outline processes~~ for how Governing Board members ~~service to~~ serve their constituents. The Constituent Services Office (CSO) supports this work by aligning its services with the Board's goals and guardrails, following the principles of Student Outcomes Focused Governance (SOFG). ~~The Board members role in appropriate constituent service is to facilitate managements ability to resolve problems effectively without becoming personally involved in solving problems. or handling management issues.~~

~~This policy sets forth standards and describes processes. It is the intention of the Board to meet these standards and follow these processes.~~

Governance Standards

The Board and its individual Board members will follow ~~observe~~ professional governance standards when providing ~~in their~~ constituent services and interacti~~o~~ng with district management.

(cf. 9005 - Governance Standards)

Definitions of Constituent Service

As elected officials and trustees ~~acting on behalf of the public~~, Board members ~~have~~ are responsible ~~an obligation to~~ for engaging with the community ~~outreach~~, listening to concerns, ~~and be~~ staying accessible, and assisting ~~to~~ the public ~~and assist citizens~~ with suggestions, questions, or complaints ~~regarding~~ related to the district.

Constituent service is defined as ensuring that management takes responsibility for helping families and community members ~~citizens~~ receive the services intended by the state and the Board ~~intend~~. Board members ensure this by following a ~~defined~~ clear, ~~and~~ public process that ~~facilitates~~ helps management~~s~~ ~~ability to~~ respond promptly to questions ~~in a timely manner~~, resolve issues ~~problems~~ effectively, and identify areas ~~opportunities~~ for improvement.

To guarantee fairness and equity, Board members acknowledge ~~further recognize~~ their responsibility ~~obligation not~~ to avoid giving ~~confer~~ special treatment to ~~advantage on~~ employees, parents, students, vendors or any person or group ~~entity~~ outside the established ~~regular~~ management ~~decision-making~~ processes set ~~established~~ by policy or ~~management~~ directive.

~~Systems for Constituent Service~~

~~Recognizing the need to provide service to constituents, the need of Board members to be answerable to constituents, and the need to improve district systems, the Board and Superintendent will develop a system for constituent service with the following components:~~

~~A protocol for handling constituent requests for information or assistance~~

~~A primary contact person in the board services office to whom board members will refer constituent service requests~~

~~A form for the primary contact person to document constituent service requests~~

~~An information management system for storing, tracking, categorizing, and analyzing requests~~

~~A feedback process so that Board members know the resolution of requests~~

~~System oversight personnel to keep the Superintendent informed of priority requests that require his/her attention~~

~~Quarterly written reports to the Superintendent and Board regarding constituent service request trends, patterns and system improvements~~

Bylaw FRESNO UNIFIED SCHOOL DISTRICT
adopted: April 25, 2007 Fresno, California
revised: Spring __, 2025

Policy Section: 9000 Bylaws

DRAFT

Fresno Unified Exhibit (E) 9002
Constituent Services

Systems for the Constituent Services Office (CSO)

Recognizing the need to provide service to constituents, ensuring Board members are accountable to the community, and improving district systems, the Board and Superintendent will establish a constituent service system that includes the following components:

a. **A protocol for managing and documenting constituent requests for information, services or assistance**
b. **A primary contact person in the board services office to whom board members will refer constituent service requests**
c. **An information management system to store, track, categorize, and analyze constituent requests, formal complaints and the written responses**
d. **A feedback process to keep Board members informed about the resolution of requests**
e. **The CSO will keep the Superintendent informed of priority requests that require their attention**
f. **Quarterly written reports to the Superintendent and Board regarding constituent service request trends, patterns and system improvements**

Exhibit FRESNO UNIFIED SCHOOL DISTRICT
adopted: Spring ___, 2025 Fresno, California

Policy Section: 9000 Bylaws

DRAFT

Fresno Unified Board Bylaw (BB) 9310
Board Policies

The Governing Board shall adopt written policies for actions that will be taken in the district, clarify roles and responsibilities of the Board and Superintendent, and communicate Board philosophy and positions to students, staff, parents/guardians, and the community. The Board shall ensure that district policies align with the district's vision, and goals, promote student learning and achievement, provide for consistent and fair treatment of students and staff, and proactively address equity and the provision of equal access to opportunities for all students.

cf. 2210 - Administrative Leeway in Absence of Board Policy

The Board recognizes the importance of maintaining a policy manual that is up to date and reflects the mandates of law. Board policies are binding on the district to the extent that they do not conflict with federal or state law and are consistent with the district's collective bargaining agreements. No Board policy, bylaw, or administrative regulation, or any portion thereof, shall be operative if it is found to be in conflict with applicable federal or state law or regulations or court decisions. If any portion of a policy is found to be invalid, that invalidity shall not affect other provisions of the policy.

The Superintendent or designee shall provide for the continuous orderly review of existing policies at a time allocated for this purpose on the agenda of regular Board meetings.

The Board shall review certain policies annually, as required by Education Code 35160.5. If no revisions are deemed necessary, the Board minutes shall nevertheless indicate that the review was conducted. Other policies shall be ~~monitored and~~ reviewed **once every four (4) years** ~~as specified in the policy itself~~ or as needed to reflect changes in law or district circumstances.

(cf. 5116.1 - Intradistrict Open Enrollment)
(cf. 5121 – Examination And Grading)
(cf. 6145 - Extracurricular and Cocurricular Activities)

Policy Development and Adoption Process

The district's policy development process shall include the following basic steps:

1. The Board and/or Superintendent or designee shall identify the need for a new policy or revision(s) of an existing policy. The need may arise from a change(s) in law, a new district vision statement, new goals in the local control and accountability plan, educational research or trends, an incident that has arisen in the district, or a recommendation or request from staff, a parent/guardian, or other interested person.
2. As needed, the Superintendent or designee shall gather fiscal data, staff and public input, related district policies, sample policies from the California School Boards Association or other organizations or agencies, and other useful information and data to fully inform the Board about a particular issue.
3. The Board may hold discussions during a public Board meeting to gain an understanding of the issue and provide initial direction to the Superintendent or designee. The discussion may include, but not be limited to, community expectations, staff recommendations, and the expected impact of the policy on student learning and well-being, equity, governance, and the district's fiscal resources and operational efficiency.
4. The Board or Superintendent may request that legal counsel review the draft policy as appropriate.

5. The Superintendent or designee shall develop and present a draft policy for a first reading at a public Board meeting. At its second reading, the Board may take action on the proposed policy. The Board may waive the second reading or may require additional reading if necessary. **Absent an emergency situation and in an interest to allow public participation, all policies will be posted online consistent with Board Bylaw 9322.**

Board Bylaws

The Board shall prescribe and enforce rules for its own governance consistent with state law and regulations. (Education Code 35010)

Bylaws governing Board operations may be developed, adopted, and amended following the same procedures as those used for the adoption or amendment of Board policy.

Administrative Regulations

The Superintendent or designee shall be responsible for developing and enforcing administrative regulations for the operation of the district. Administrative regulations shall be consistent with law and Board policy and shall be designed to promote the achievement of district goals and objectives. Administrative regulations may describe specific actions to be taken, roles and responsibilities of staff, timelines, and/or other provisions. The Superintendent or designee may also develop procedures manuals, handbooks, or other guides to carry out the intent of Board policy.

When Board policies are amended, the Superintendent or designee shall review corresponding administrative regulations to ensure that they conform to the intent of the revised policy. In case of conflict between administrative regulation and Board policy, policy shall prevail.

Access to Policies

The Superintendent or designee shall ensure that all district employees and the public have access to an up-to-date district policy manual. Policies shall be posted on the district's website .

As necessary, the Superintendent or designee shall notify staff, parents/guardians, students, and others whenever a policy that affects them is adopted or revised.

~~*Fresno Unified School District prohibits discrimination, harassment (including sexual harassment), intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age (40 and above), religious creed, religion, political belief or affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, childbirth, breastfeeding/lactation status, medical condition, military and veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.*~~

Legal Reference:
EDUCATION CODE
35010 Control of district; prescription and enforcement of rules 35160
Authority of governing boards
35160.5 Intradistrict open enrollment 35163
Official actions, minutes, and journal 35164
Actions by majority vote

Bylaw FRESNO UNIFIED SCHOOL DISTRICT
adopted: September 26, 1991 Fresno, California
revised: May 11, 1995
revised: June 22, 1995
reviewed: January 12, 2000
revised: August 8, 2023
revised: Spring ___, 2025

Policy Section: 9000 Bylaws

DRAFT

Fresno Unified Board Bylaw (BP) 9322
Agenda/Meeting Materials

Agenda Content

Governing Board meeting agendas shall reflect the district's vision and goals and the Board's focus on student outcomes and well-being.

Each agenda shall state the meeting time and location and shall briefly describe each item to be transacted or discussed, including items to be discussed in closed session. (Government Code 54954.2)

(cf. 9320 - Meetings and Notices)
(cf. 9321 - Closed Session Purposes and Agendas)

The agenda shall provide members of the public the opportunity to address the Board on any agenda item before or during the Board's consideration of the item. The agenda does not need to provide an opportunity for public comment on an item that has previously been considered at an open meeting by a committee comprised exclusively of Board members, provided that members of the public were afforded an opportunity to comment on the item, before or during the committee's consideration of the item, and the item has not been substantially changed since the committee considered it. (Government Code 54954.3)

The agenda for a regular meeting shall also provide members of the public an opportunity to address the Board regarding matters within the subject matter jurisdiction of the Board which are not on the agenda. (Education Code 35145.5; Government Code 54954.3)

(cf. 9323 - Meeting Conduct)

The notice and agenda shall describe the means available for the public to access the meeting and provide public comment in-person and, if a Board member is appearing remotely due to an emergency circumstance or for just cause pursuant to Government Code 54953, through an internet-based service or call-in option. (Government Code 54953)

Each agenda for a regular meeting shall list the address designated by the Superintendent or designee for public inspection of documents related to an open session item, or for records of a statement threatening litigation against the district to be discussed in closed session, when such documents have been distributed to the Board less than 72 hours before meeting. (Government Code 54956.9, 54957.5)

The agenda shall include information regarding how, when, and to whom a request for disability-related accommodations or modifications, including auxiliary aids and services, may be made by an individual who requires accommodations or modifications in order to participate in the Board meeting, as well as the procedure for receiving and resolving such requests as required by law. (Government Code 54954.2, 54953)

Each agenda shall include a statement regarding the option for students and parents/guardians to request that directory information or personal information of the student or parent/guardian, as defined in Education Code 49061 and/or 49073.2, be excluded from the minutes. The agenda shall also state that the request must be made in writing to the secretary or clerk of the Board.

Agenda Preparation

The Board president and the Superintendent, as Secretary to the Board, shall work together to develop the agenda for each regular and special meeting.

(cf. 0000 – Vision)
(cf. 0200 –Goals for the School District)

(cf. 9121 - President)
(cf. 9122 - Secretary)

Any Board member or member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request shall be submitted in writing to the Superintendent or designee with supporting documents and information.

The Board president and Superintendent shall decide whether a request from a member of the public is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, before placing an item on the agenda, the Board president and Superintendent shall determine if the item is merely a request for information, and if so, respond accordingly.

If the Board president and Superintendent deny a request from a Board member to place an item on the agenda, the Board member may request the Board take action during a Board meeting to determine whether the item shall be placed on the agenda. The Board President and Superintendent shall also decide whether an agenda item is appropriate for discussion in open or closed session, whether the item should be an action item subject to Board vote, or an information, item and when the item is placed on the agenda.

Any Board action that involves borrowing $100,000 or more shall be discussed, considered and deliberated upon as a separate item of business on the meeting agenda (Government Code 53635.7)

(cf. 9323.2 - Actions by the Board)

All public communications with the Board are subject to requirements of relevant Board policies and administrative regulations.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 1312.4 – Williams Uniform Complaint Procedures)
(cf. 3320 - Claims and Actions Against the District)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

In order to promote efficient meetings, the Board may bundle a number of items and act upon them together by a single vote through the use of a consent agenda. Consent items shall be items of a routine nature and items for which Board discussion is not anticipated and for which the Superintendent recommends approval.

When any Board, member requests the removal of an item from the consent agenda, the item shall be removed and given individual consideration for action as a separate agenda item.

The agenda shall provide an opportunity for members of the public to comment on any consent agenda item unless such item has been previously considered at an open meeting of a committee comprised exclusively of Board members. (Government Code 54954.3)

Agenda Dissemination to Board Members

A week ~~At least 72 hours~~ before each regular meeting, each Board member shall be provided a copy of the agenda, and agenda packet, including the Superintendent or designee's report; minutes to be approved; copies of communications; reports from committees, staff, and others; and other available supporting documents pertinent to the meeting. **In necessary amendments to the agenda will be at least 72 hours before the regular meeting.**

When special meetings are called, Board members shall receive, at least 24 hours prior to the meeting, notice

of the business to be transacted. (Government Code 54956)

Board members shall review agenda materials before each meeting. Individual members may confer directly with the Superintendent or designee to ask questions and/or request additional information on agenda items. **Members shall submit agenda item questions to the Superintendent's office for inclusion for the board meeting Q&A document, in accordance with the Board Agenda Preparation Calendar.** However, a majority of Board members shall not, outside of a noticed meeting, directly or through intermediaries or electronic means discuss, deliberate, or take action on any matter within the subject matter jurisdiction of the Board.

(cf. 9012 – Board Member Electronic Communications)

Agenda Dissemination to Members of the Public

Agenda and related materials distributed to the Board shall be made available to the public upon request without delay. However, only those documents which are disclosable public records under the Public Records Act (PRA) and which relate to an agenda item scheduled for the open session portion of a regular meeting shall be made available to the public. (Government Code 54956.9, 54957.5)

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public. (Government Code 54954.2)

In addition, the Superintendent or designee shall post the agenda on the homepage of the district website. The posted agenda shall be accessible through a prominent direct link to the current agenda or to the district's agenda management platform in accordance with Government Code 54954.2.
When the district utilizes an integrated agenda management platform, the link to that platform shall take the user directly to the website with the district's agendas, and the current agenda shall be the first available. (Government Code 54954.2)

If a writing which relates to an open session agenda item or which contains a claim or written threat of litigation which will be discussed in closed session during a regular Board meeting is distributed to the Board less than 72 hours prior to a meeting, the Superintendent or designee shall make the writing available for public inspection at a designated location at the same time the document is distributed to all or a majority of the Board. However, if the writing is distributed to at least a majority of the Board at a time when the designated location is closed to the public, this requirement may be satisfied by posting the writing on the district website if the following conditions are met: (Government Code 54957.5)

1. An initial staff report or similar document containing an executive summary and any staff recommendations related to the agenda item is made available for public inspection at the designated location at least 72 hours before the meeting
2. The writing is immediately posted on the district's website in a position and manner that makes it clear that the writing relates to an agenda item for the upcoming meeting
3. The district lists the website address where such writings may be accessed on all Board meeting agendas
4. A physical copy of the document is made available for public inspection at the designated location at the beginning of the next regular business hours, but not less than 24 hours before the relevant Board meeting

(cf. 1113 – District and School Web Sites)
(cf. 1340 – Access to District Records)

The Superintendent or designee shall mail a copy of the agenda or a copy of all the documents constituting the agenda packet to any person who requests the items. The materials shall be mailed at the time the agenda is posted or upon distribution of the agenda to a majority of the Board, whichever occurs first.
The Superintendent or designee shall email a copy of, or a website link to, the agenda or a copy of all the

documents constituting the agenda packet to any person who requests such items to be delivered by email. If the Superintendent or designee determines that it is technologically infeasible to do so, a copy of the agenda or a website link to the agenda and a copy of all other documents constituting the agenda packet shall be sent to the person who has made the request in accordance with mailing requirements specified in law. (Government Code 54954.1)

Any document prepared by the district or Board and distributed during a public meeting shall be made available for public inspection at the meeting. Any document prepared by another person shall be made available for public inspection after the meeting. These requirements shall not apply to a document that is exempt from public disclosure under the Public Records Act. (Government Code 54957.5)

Any request for mailed copies of agendas or agenda packets shall be in writing and shall be valid for the calendar year in which it is filed. Written requests must be renewed following January 1 of each year. (Government Code 54954.1)

Persons requesting mailing of the agenda or agenda packet shall pay an annual fee, as determined by the Superintendent or designee, not to exceed the cost of providing the service.
Upon request, the Superintendent or designee shall make the agenda, agenda packet, and/or any writings distributed at the meeting available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. (Government Code 54954.1)

Legal Reference:
EDUCATION CODE
35144 Special meeting
35145 Public meetings
35145.5 Agenda; public participation and regulations
49061 Definitions; directory information
49073.2 Privacy of student and parent/guardian personal information; minutes of board meeting
GOVERNMENT CODE
53635.7 Separate item of business for borrowing of $100,000 or more
54953 Meetings; Americans with Disabilities Act accessibility
54954.1 Request for copy of agenda or agenda packet by member of public
54954.2 Agenda posting requirements; board actions
54954.3 Opportunity for public to address legislative body
54954.5 Closed session item descriptions
54956.5 Emergency meetings
54956.9 Meetings
54957.5 Public records
54960.2 Challenging board actions; cease and desist
7920.000-7930.215 California Public Records Act
95000-95004 California Early Intervention Services Act
UNITED STATES CODE, TITLE 42
12101-12213 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 28
35.160 Effective communications for individuals with disabilities
36.303 Nondiscrimination on the basis of disability, public accommodations, auxiliary aids and services
COURT DECISIONS
Sierra Watch v. County of Placer (2022) 69 Cal.App.5th 86
Fowler v. City of Lafayette (2020) 45 Cal.App.5th 68
Mooney v. Garcia (2012) 207 Cal.App.4th 229
Caldwell v. Roseville Joint Union High School District, 2007 U.S. Dis. LEXIS 66318
Management Resources:
CSBA PUBLICATIONS
The Brown Act: School Boards and Open Meeting Laws, rev. 2019
Call to Order: A Blueprint for Great Board Meetings, 2018
ATTORNEY GENERAL PUBLICATIONS
99 Ops.Cal.Atty.Gen. 11 (2016)
78 Ops.Cal.Atty.Gen. 327(1995)
The Brown Act: Open Meetings for Legislative Bodies, rev. 2003
WEB SITES
CSBA: http://www.csba.org
California Attorney General's Office: http://www.caag.state.ca.us

Bylaw FRESNO UNIFIED SCHOOL DISTRICT
adopted: September 26, 1991 Fresno, California
reviewed: January 12, 2000
reviewed: February 13, 2003
revised: January 28, 2004
revised: January 8, 2014

revised: April 26, 2023
revised: May 22, 2024
revised: Spring ___, 2025

Policy Section: 9000 Bylaws

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: June 18, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Proposed Revisions for Board Policies

ITEM DESCRIPTION: Included in the Board material are proposed revisions for fourteen Board Policies (BP) as follows:

- BP 0440.1 Use of District Technology Networks Internet Services and Information Services
- BP 1250 Visitors Outsiders
- BP 3515.5 Sex Offender Information
- BP 5113 Absences and Excuses
- BP 5113.1 Chronic Absence and Truancy
- BP 5131 Conduct
- BP 5144 Discipline
- BP 5144.1 Suspension and Expulsion Due Process
- BP 5145.3 Nondiscrimination-Harassment
- BP 5145.7 Sexual Harassment
- BP 5148.2 Before/Afterschool School Programs
- BP 6158 Independent Study
- BP 6163.4 Student Use of Technology
- BP 7310 Naming of Facility

These revisions meet the California School Boards Association recommendations and best practices.

Revision recommendations are color coded as follows:
Yellow highlight – CSBA recommended language policy
Blue font – Clarification or readability changes
Peach font – Subcommittee recommendation
~~Red strikeout~~ – Recommended deletion
Grey font – New Policy, CSBA recommended
Green font – CDE/FPM/Legal required change
Green font – Legally mandated/reference changes
Purple font – Information change
Teal header – *New Policy, non-CSBA proposed
Blue font – Legal Counsel's recommendation

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

PREPARED BY: Teresa Plascencia, Executive Director

DIVISION: Constituent Services

CABINET APPROVAL PHONE: (559) 457-3838

CABINET APPROVAL: Ambra O'Connor, Chief of Staff

DRAFT

Fresno Unified Board Policy (BP) 0440.1
Use Of District Technology, Networks, Internet Services And Information Services

The Governing Board recognizes the value of technology, networks, and Internet services in helping the district achieve its educational purposes. The use of technology, networks, and Internet services can enhance the educational program and help students develop the knowledge and skills they need to be successful. In addition, the use of technology, networks, Internet services and information services can help staff support the educational program, strengthen district communications, and improve operational efficiency.

The district provides technology, networks, Internet services and information services for the specific and limited purpose of achieving the district's goals and accomplishing its educational and organizational purposes.

The Superintendent or designee shall develop specific regulations and appropriate disciplinary actions regarding use of district technology, including the use of artificial intelligence (AI) technologies. ~~technology, networks, Internet services and information services.~~ The regulations shall address access by students, employees and authorized guests to the Internet and on-line sites that contain or make reference to harmful matter as defined in subdivision (a) of Penal Code Section 313.

District technology includes, but is not limited to, computer hardware, software, or software as a service provided or paid for by the district, whether accessed on or off site or through district-owned or personally owned equipment or **devices**, including tablets and laptops; **computer** servers, wireless access points (routers), and wireless computer networking technology (wi-fi); the **Internet**; email **and collaboration tools;** applications (apps), including AI technologies; telephones, cellular or mobile telephones, smartphones, smart devices, and wearable technology; or any wireless **communication device**, including radios.

~~1. Technology is defined as personal digital assistants (PDA), cell phones, computers, computer peripherals, digital cameras, video cameras, two-way communication devices, pagers, Internet appliances and any electronic devices attached to the district's networks.~~

~~2. Networks are defined as the infrastructure necessary to transport voice, data, or video networks within the district.~~

~~3. Internet Services are defined as any services provided by the district, which gives access to the Internet.~~

~~4. Information Services are defined as those electronic resources necessary to conduct the district's business.~~

~~5.~~ Harmful matter includes, but is not limited to, matters, taken as a whole, which to the average person, applying contemporary statewide standards, appeals to the prurient interest and is matter which depicts or describes in a patently offensive way sexual conduct which lacks serious literary, artistic, political or scientific value to minors. **(Penal Code 313)**

The Superintendent or designee shall ensure that all district computers with Internet access have a technology protection measure that protects against access to visual depictions that are obscene, child pornography, or harmful to minors and that the operation of such measures is enforced. The Superintendent or designee may disable the technology protection measure during use by an adult to enable access for bona fide research or other lawful purpose. (20 USC 7131; 47 USC 254)

The Superintendent or designee shall regularly review current guidance regarding cybersecurity, data privacy, and digital media awareness and incorporate recommended practices into the district's processes and procedures related to the protection of the district's network infrastructure, the monitoring and response to cyberattacks, ensuring data privacy, and managing suspicious and/or threatening digital media content, in accordance with Board Policy 3580 District Records.

Employees shall report any security problem or misuse of district technology to the Superintendent or designee.

(cf. 5144 - Discipline)

Legal Reference:
Gov. Code 11549.3 Cybersecurity
EDUCATION CODE
51006 Computer education and resources
51007 Programs to strengthen technological skills
~~60011 Instructional materials definition~~
~~60017.1 Technology-based materials~~
60044 Prohibited instructional materials
Penal Code
313 Harmful matter
502 Computer crimes, remedies
632 Eavesdropping on or recording confidential communications
653.2 Electronic communication devices, threats to safety
UNITED STATES CODE, TITLE 15
6501-6506 Children's Online Privacy Protection Act
CODE OF FEDERAL REGULATIONS, TITLE 16
312.1-312.12 Children's Online Privacy Protection Act
UNITED STATES CODE, TITLE 20
~~6801-7005 Technology for Education Action of 1994~~
7101-7122 Student Support and Academic Enrichment Grants
254 ~~Children's internet Protection Plan (CIPA) of 2001~~ Universal service discounts (E-rate)
CODE OF FEDERAL REGULATIONS, TITLE 47
54.520 Internet safety policy and technology protection measures, E-rate discounts
~~CSBA PUBLICATIONS~~

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: January 16, 2002 Fresno, California
revised: Fall __, 2025

Policy Section: 0000 Philosophy, Goals, Objectives and Comprehensive Plans

DRAFT

Fresno Unified Board Policy (BP) 1250
Visitors/Outsiders

The Governing Board believes that it is important for parents/guardians and community members to take an active interest in the issues affecting district schools and students. Therefore, the Board encourages interested parents/guardians and community members to visit the schools and participate in ~~view~~ the educational program consistent with this Board policy, the accompanying administrative regulation, and any procedures established by the Superintendent or designee.

(cf. 1240 - Volunteer Assistance)
(cf. 5020 - Parent Rights and Responsibilities)
(cf. 6020 - Parent Involvement)

To ensure the safety of students and staff and minimum interruption of the instructional program, the Superintendent or designee shall establish procedures which facilitate visits during regular school days. Visits during school hours should be first arranged with the ~~teacher and~~ principal or designee. When a visit involves ~~If~~ a conference ~~is desired~~ with a teacher or the principal, an appointment should be scheduled during noninstructional time.

(cf. 6116 - Classroom Interruptions)

To ensure the safety of students and staff and to avoid potential disruptions, any person who is not a student or staff member shall register immediately as a visitor upon entering any school building or grounds when school is in session. **Additionally, a visitor upon entering any district buildings and district facilities is required to register.**

For purposes of school safety and security, the principal or designee shall ~~may~~ provide a visible means of identification for all individuals who are not students or staff members while on school premises.

No electronic listening or recording device may be used by **any person** ~~students or visitors~~ in a classroom without the teacher**'s** and principal's permission. (Education Code 51512)

(cf. 1112 - Media Relations)
(cf. 3515.2 - Disruptions)

Any visitor who is in a school building or on school grounds when school is in session shall ~~The Board encourages all individuals to assist in maintaining a safe and secure school environment by~~ behav**e**~~ing~~ in an orderly manner while on school grounds and by utilizing the district's complaint processes if they have concerns with any district program or employee. In accordance with Penal Code 626.7 **and Administrative Regulation 3515.2 - Disruptions,**, the principal or designee **shall** ~~may~~ request that any individual who is causing a disruption, including exhibiting volatile, hostile, aggressive, or offensive behavior, immediately leave school grounds.

(cf. 1265 – Civility Policy)
(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 1312.4 - Williams Uniform Complaint Procedures)
(cf. 3515.2 - Disruptions)

Presence of Sex Offender on Campus

Any person who is required to register as a sex offender pursuant to Penal Code 290, including a parent/guardian of a district student, shall request written permission from the principal before entering the school campus or grounds**, in accordance with Board Policy and Administrative Regulation 3515.5 - Sex Offender Notification**. **The principal shall report to the Superintendent or designee anytime such a**

request is received and notify the Superintendent or designee if permission is granted or denied. As necessary, the principal shall consult with local law enforcement authorities before allowing the presence of any such person at school or other school activity. The principal also shall report to the Superintendent or designee anytime they grant such written permission.

The principal shall indicate on the written permission the date(s) and times for which permission has been granted. (Penal Code 626.81)

~~*Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.*~~

Legal Reference:
EDUCATION CODE
32210 Willful disturbance of public school or meeting
32211 Threatened disruption or interference with classes; misdemeanor
32212 Classroom interruptions
35160 Authority of governing boards
35292 Visits to schools (board members)
49091.10 Parental right to inspect instructional materials and observe school activities
51101 Parents Rights Act of 2002
51512 Prohibited use of electronic listening or recording device
EVIDENCE CODE
1070 Refusal to disclose news source
LABOR CODE
230.8 Discharge or discrimination for taking time off to participate in child's educational activities
PENAL CODE
290 Sex Offenders
626-626.11~~0~~ **Weapons on school grounds and other school crimes** ~~Schools~~
626.81 Misdemeanor for registered sex offender to come onto school grounds
627-627.10 Access to school premises~~, especially:~~
~~627.1 Definitions~~
~~627.2 Necessity of registration by outsider~~
~~627.7 Misdemeanors; punishment~~

COURT DECISIONS
Reeves v. Rocklin Unified School District, (2003) 109 Cal.App.4th 652
ATTORNEY GENERAL OPINIONS
95 Ops.Cal.Atty.Gen. 509 (1996)

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: November 26, 1991 Fresno, California
revised: October 27, 1999
reviewed: March 9, 2005
revised: June 17, 2020
revised: Spring __, 2025

Policy Section: 1000 Community Relations

DRAFT

Fresno Unified Board Policy (BP) 3515.5
Sex Offender ~~Information~~ Notification

In order to protect students while they are traveling to and from school, attending school or at a school-related activity, the Governing Board believes it is important that the district respond appropriately when a law enforcement agency contacts the district about registered sex offenders who may reside or work within district boundaries.

The Superintendent's designee~~, the Director of Student Services,~~ shall establish an ongoing relationship with law enforcement officials to coordinate the receipt and dissemination of such information. To the extent authorized by law, ~~T~~the Superintendent or designee also shall establish procedures for notifying appropriate staff as necessary.

Any district employee to whom sex offender information is disclosed by a law enforcement entity shall disclose the information only when authorized by the law enforcement entity and in the manner authorized.

Per Penal Code 290, t~~T~~he district and its employees shall be immune from **civil** liability for the good faith dissemination of sex offender information **received from** ~~provided~~ ~~by~~ a law enforcement agency or an employee of a law enforcement agency, **as** ~~so~~ long as the dissemination is in the manner and to the extent authorized by the law enforcement agency. (Penal Code 290)

The Superintendent's designee, ~~the Director of Student Services, shall~~ may annually notify parents/guardians of the availability of information about registered sex offenders on the Department of Justice's Megan's Law website ~~district's planned response to this situation~~.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 1240 - Volunteer Assistance)
(cf. 1250 - Visitors/Outsiders)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 3515 - Campus Security)
(cf. 3515.2 – Disruptions)
(cf. 3515.3 - District Police Department)
(cf. 4112 – Appointment And Conditions of Employment)
(cf. 4212 – Appointment And Conditions of Employment)
(cf. 4231 – Staff Development)
(cf. 5142 - Safety)
(cf. 5145.6 – Parent/Guardian Notifications)

Role of District Safety and Security Department

When a registered sex offender's email address or username used for instant messaging or social networking or other internet identifier, as defined in Penal Code 290.024, is submitted to the district safety and security department, such information shall only be used by the department or released to another law enforcement entity for the purpose of investigating a sex-related crime, a kidnapping, or human trafficking. No other disclosure shall be make or authorized by the department, except as required by a court order. (Penal Code 290.45)

The district safety and security department shall maintain records of the means and dates of dissemination for five years. (Penal Code 290.45)

Legal Reference:
EDUCATION CODE
32211 Threatened disruption or interference with classes; offense
35160 Authority of boards
35160.1 Board authority of school districts

48981 Parental notifications
48985 Translation of notifications
PENAL CODE
290 Registration of sex offenders
290.024 Internet identifiers; definition
290.4 **Information regarding sex offenders** ~~Sex offender registration; compilation of information; 900 number~~
290.45 Sex offenders; authority of peach officers to provide information
290.46 Making information about certain sex offenders available via the Internet
290.9 Addresses of persons who violate duty to register
290.95 Disclosure by person required to register as sex offender
3003 Parole; geographic placement
626.8 **Disruptions** ~~Disruptive entry or entry of sex offender upon school grounds~~
626.81 Sex offender; permission to volunteer at school
830.32 School district and community college police
UNITED STATES CODE, TITLE 42
14071 Jacob Wetterling Crimes Against Children and Sexually Violent Offender Registration Program Act
~~ATTORNEY GENERAL OPINIONS~~
~~82 Ops.Cal.Atty.Gen. 20 (1999) Management Resources:~~
~~WEB SITES~~
~~California Department of Justice: http://www.caag.state.ca.us~~

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: February 12, 1998 Fresno, California
revised: September 22, 1999
revised: Spring__, 2025

Policy Section: 3000 Business and Noninstructional Operations

DRAFT

Fresno Unified Board Policy (BP) 5113
Absences And Excuses

The Governing Board believes that regular attendance plays an important role in student achievement. The Board shall work with parents/guardians and students to ensure their compliance with all state attendance laws and may use appropriate legal means to correct problems of chronic absence or truancy.

(cf. 5112.1 - Exemptions from Attendance)
(cf. 5112.2 - Exclusions from Attendance)
(cf. 5113.1 - Chronic Absence and Truancy)
(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 6154 - Homework/Makeup Work)

Excused Absences

In accordance with law, board policy, and administrative regulation, absence from school shall be excused only for health reasons, family emergencies and justifiable personal reasons~~, as permitted by law and Board policy and specified in administration regulations.~~ **and work in the entertainment or allied industry as permitted pursuant to law** (Education Code 48205, 48225.5)

When a student's absence from school is excused, the student's teacher shall determine identical or reasonably equivalent assignments and tests to those missed during the absence which the student shall be permitted to complete for full credit within a reasonable amount of time as determined by the teacher. (Education Code 48205, 48225.5)

Student absence for religious instruction or participation in religious exercises away from school property may be considered excused subject to law and administrative regulation. (Education Code 46014)

School attendance and class participation are integral to students' learning experiences, parents/guardians and students shall be encouraged to schedule medical and other appointments during non-school hours.

Students shall not be absent from school without their parent's/guardians' knowledge or consent, except in cases of medical emergency or, as authorized pursuant to Education Code 46010.1, for a confidential medical appointment.

The Board shall, by resolution entered into its minutes, approve reasonable methods that may be used to verify student absences due to illness or quarantine. (5 CCR 421)

~~*Fresno Unified School District does not harass, intimidate, or discriminate on the basis of race, color, ethnicity, national origin, ancestry, age, creed, religion, political affiliation, gender, gender identity or expression or genetic information, mental or physical disability, sex, sexual orientation, parental or marital status, military veteran status, or any other basis protected by law or regulation, in its educational program(s) or employment.*~~

Legal Reference:
EDUCATION CODE
1740 Employment of personnel to supervise attendance (county superintendent)
2550-2558.6 Computation of revenue limits
37201 School month
37223 Weekend classes
48225.5 Work permit; excused absence; entertainment or allied industries; participation in not-for-profit performing arts organization
48980 Parent/Guardian notifications
41601 Reports of average daily attendance
42238-42250.1 Apportionments
46000 Records (attendance)
46010-46014 Absences
46100-46119 Attendance in kindergarten and elementary schools
46140-46147 Attendance in junior high and high schools
48200-48208 Children ages 6-18 (compulsory full-time attendance)

48210-48216 Exclusions from attendance
48240-48246 Supervisors of attendance
48260-48273 Truants
48292 Filing complaint against parent
48320-48324 School attendance review boards
48340-48341 Improvement of student attendance
49067 Unexcused absences as cause of failing grade
49701 Provisions of the interstate compact on educational opportunities for military children
ELECTIONS CODE
12302 Student participation on precinct boards
FAMILY CODE
6920-6929 Consent by minor
VEHICLE CODE
13202.7 Driving privileges; minors; suspension or delay for habitual truancy
WELFARE AND INSTITUTIONS CODE
601-601.4 Habitually truant minors 11253.5 Compulsory school attendance
CODE OF REGULATIONS, TITLE 5
306 Explanation of absence
420-42~~1~~4 Record of verification of absence due to illness and other causes

ATTORNEY GENERAL OPINIONS
87 Ops.Cal.Atty.Gen 168 (2004)
66 Ops.Cal.Atty.Gen. 245, 249 (1983) COURT DECISIONS
American Academy of Pediatrics et al v. Lungren et al (1997) 16 Cal.4th 307

FRESNO UNIFIED SCHOOL DISTRICT
adopted: August 26, 1993 Fresno, California
revised: January 11, 1996
revised: January 28, 1999
revised: March 22, 2000
revised: June 5, 2013
revised: May 31, 2017
revised: Spring __, 2025

Policy Section: 5000 Students

DRAFT

Fresno Unified Board Policy (BP) 5113.1
Chronic Absence and Truancy

The Governing Board believes that absenteeism, whatever the cause, may be an early warning sign of poor academic achievement and may put students at risk of dropping out of school. The Board desires to ensure that all students attend school in accordance with the state's compulsory education law and take full advantage of educational opportunities provided by the district, and that students who are identified as chronically absent or truant receive appropriate support services and interventions as early as possible.

(cf. 5113 - Absences and Excuses)
(cf. 5113.11 - Attendance Supervision)

The Superintendent or designee shall establish a system to accurately track student attendance in order to identify individual students who are chronic absentees and truants, as defined in law and administrative regulation, and to identify patterns of absence throughout the district.
The Superintendent, attendance supervisor, or designee shall consult with students, parents/guardians, school staff, and community agencies, as appropriate, to identify factors contributing to chronic absence and truancy, including in relation to grade level and student subgroup patterns of chronic absence and truancy.

The Superintendent, attendance supervisor, or designee shall develop a tiered approach to reducing chronic absence. Such an approach shall include strategies for preventing attendance problems, which may include, but are not limited to, efforts to provide a safe and positive school environment, relevant and engaging learning experiences, school activities that help develop students' feelings of connectedness with the school, school-based health services, letters alerting parents/guardians to the value of regular school attendance, including the use of bilingual aides and communication in the primary language used by parents/guardians and incentives and rewards to recognize students who achieve excellent attendance or demonstrate significant improvement in attendance.

The tiered approach shall also provide for early outreach to students as soon as they show signs of poor attendance or if they were chronically absent in the prior school year. Early intervention may include personalized outreach, individual attendance plans, and/or mentoring to students with moderate levels of chronic absence, with additional intensive, interagency wrap-around services for students with the highest level of absence.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5126 - Awards for Achievement)
(cf. 5131 - Conduct)
(cf. 5131.2 – Anti-Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5141.6 – School-Based Health and Social Services)
(cf. 5145.3 - Nondiscrimination/Harassment)

Students with serious attendance problems shall be provided with interventions specific to their needs which may include, but are not limited to, health care referrals, transportation assistance, counseling including trauma-informed practices for mental or emotional difficulties, academic supports, efforts to address school or community safety concerns, discussions with the student and parent/guardian about their attitudes regarding schooling, or other strategies to remove identified barriers to school attendance. The Superintendent, attendance supervisor, or designee may collaborate with child welfare services, law enforcement, courts, public health care agencies, other government agencies, and/or medical, mental health, and oral health care providers to make alternative educational programs and nutrition, health care, and other support services are available for students and families.

To provide students with an opportunity to make up lost instructional time and offset absences, the Superintendent or designee may implement an attendance recovery program for students in grades transitional kindergarten-12. Any such attendance recovery program shall be operated in accordance with Education Code 46211 and as specified in the accompanying administrative regulation.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 5030 - Student Wellness)
(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 5147 - Dropout Prevention)
(cf. 6158 - Independent Study)
(cf. 6164.2 – Guidance Services)
(cf. 6164.5 - Student Success Teams)
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education of Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)
(cf. 6175 - Migrant Education Program)
(cf. 6179 - Supplemental Instruction)
(cf. 6181 - Alternative Schools)
(cf. 6183 - Home and Hospital Instruction)
(cf. 6184 - Continuation Education)
(cf. 6185 - Community Day School)

The Superintendent or designee shall ensure that staff assigned to fulfill attendance-related duties are trained in implementing a trauma-informed approach to chronic absence and receive information about the high correlation between chronic absence and exposure to adverse childhood experiences.

(cf.4131 – Staff Development)

Students who are identified as chronically absent or truants shall be subject to the interventions specified in law and administrative regulation.

(cf. 5113.12 - District School Attendance Review Board)

A student's truancy, tardiness, or other absence from school shall not be the basis for suspension or expulsion. Alternative strategies and positive reinforcement for attendance shall be used whenever possible.

(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

The Superintendent, attendance supervisor, or designee shall periodically report to the Board regarding student attendance patterns in the district, including rates of chronic absence and truancy districtwide and for each school, grade level, and numerically significant student subgroup as defined in Education Code 52052. Such information shall be used to evaluate the effectiveness of strategies implemented to reduce chronic absence and truancy and to develop annual goals and specific actions for student attendance and engagement to be included in the district's local control and accountability plan and other applicable school and district plans. As appropriate, the Superintendent or designee also shall engage school staff in program evaluation and improvement and in the determination of how to best allocate available community resources.

(cf. 0400 - Comprehensive Plans)
(cf. 0420 - School Plans/Site Councils)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 0460 - Local Control and Accountability Plan)
(cf. 0500 - Accountability)

~~*Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.*~~

Legal Reference:
EDUCATION CODE
1740 ~~1742~~ Employment of personnel to supervise attendance ~~(county superintendent)~~
37223 Weekend classes

44266 Pupil Personnel Services credential
46000 Records (attendance)
46010-46015~~4~~ Absences
46110-461~~19~~20 Attendance in kindergarten and elementary schools
46140-4614~~8~~7 Attendance in junior high and high schools
46210-46211 Attendance recovery programs
48200-48208 Children ages 6-18 (compulsory full-time attendance)
48225.5 Work permits, entertainment and allied industries
48240-48246 Supervisors of attendance
48260-48273 Truants
48290-48297 Failure to comply; complaints against parents
48320-48325 School attendance review boards
48326 Absence intervention teams
48340-48341 Improvement of student attendance
48400-48403 Compulsory continuation education
48900 **Grounds for** Suspension and expulsion
49067 Unexcused absences as cause of failing grade
52052 Accountability; numerically significant student subgroups
60901 Chronic absence
GOVERNMENT CODE
54950-54963 The Ralph M. Brown Act
PENAL CODE
270.1 Chronic truancy; parent/guardian misdemeanor
272 Parent/guardian duty to supervise and control minor child; criminal liability for truancy
830.1 Peace officers
~~VEHICLE CODE~~
~~13202.7 Driving privileges; minors; suspension or delay for habitual truancy~~
WELFARE AND INSTITUTIONS CODE
256-258 Juvenile hearing officer
601-601.5~~4~~ Habitually truant minors
11253.5 Compulsory school attendance**; eligibility for aid**
CODE OF REGULATIONS, TITLE 5
306 Explanation of absence
420-4241~~1~~ Record of verification of absence due to illness and other causes
COURT DECISIONS
L.A. v. Superior Court of San Diego County, (2012) 209 Cal.App.4th 976

WEB SITES
Attendance Works: http://www.attendanceworks.org
California Association of Supervisors of Child Welfare and Attendance: http://www.cascwa.org California Department of Education: http://www.cde.ca.gov
California Healthy Kids Survey: http://chks.wested.org
California School Climate, Health, and Learning Survey System: http://www.cal-schls.wested.org

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: June 5, 2013 Fresno, California
revised: May 30, 2018
revised: January 20, 2021
revised: Spring ___, 2025

Policy Section: 5000 Students

DRAFT

Fresno Unified Board Policy (BP) 5131
Conduct

The Governing Board believes that all students have the right to be educated in a safe and positive learning environment free from disruptions. Students shall be expected to exhibit appropriate conduct that does not infringe upon the rights of others or interfere with the school program while on school grounds, going to or coming from school, at school activities, or using district transportation.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 5131.1 - Bus Conduct)
(cf. 5137 - Positive School Climate)
(cf. 6145.2 - Athletic Competition)

The Superintendent or designee shall ensure that each school site develops standards of conduct and discipline consistent with Board policies and administrative regulations. Students and parents/guardians shall be notified of district and school rules related to conduct.

Prohibited student conduct includes, but is not limited to:

1. Conduct that endangers students, staff, or others, including, but not limited to, physical violence, possession of a firearm or other weapon, and terrorist threats

(cf. 5131.7 - Weapons and Dangerous Instruments)
(cf. 5142 - Safety)

2. **Discrimination, harassment, intimidation, or bullying of students or staff, including sexual harassment, hate-motivated behavior, cyberbullying, hazing or initiation activity, extortion, or any other verbal, written, or physical conduct that causes or threatens to cause violence, bodily harm, or substantial disruption to the school program**

(cf. 5131.2 - Bullying)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)

3. ~~2.~~ Conduct that disrupts the orderly classroom or school environment

(cf. 5131.4 - Student Disturbances)

~~3. Discrimination, harassment, intimidation, or bullying of students or staff, including sexual harassment, hate-motivated behavior, cyberbullying, hazing, or initiation activity, extortion, or any other verbal, written or physical conduct that causes or threatens to cause violence, bodily harm, or substantial disruption to the school program~~

~~*(cf. 5131.2 - Bullying)*~~
~~*(cf. 5145.3 - Nondiscrimination/Harassment)*~~
~~*(cf. 5145.7 - Sexual Harassment)*~~
~~*(cf. 5145.9 - Hate-Motivated Behavior)*~~

4. Willful defiance of staff's authority ~~Damage to or theft of property belonging to the students, staff or the district~~

5. Damage to or theft of property belonging to the students, staff or the district ~~Possession or use of laser pointers, unless used for a valid instructional or other school-related purpose with prior permission of the principal or designee (Penal Code 417.27)~~

~~Prior to bringing a laser pointer on school premises, students shall first obtain permission from the principal or designee. The principal or designee shall determine whether the requested use of the laser pointer is for a valid~~

~~instructional or other school-related purpose.~~

(cf. 3515.4 - Recovery for Property Loss or Damage)
(cf. 5131.5 - Vandalism, Theft and Graffiti)

6. Obscene acts or use of profane, vulgar, or abusive language

(cf. 5145.2 - Freedom of Speech/Expression)

7. Possession, use, or being under the influence of tobacco, alcohol, or other prohibited substance ~~Plagiarism or dishonesty on school work or tests~~

(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5131.62 - Tobacco)
(cf. 5131.63 - Steroids)

8. Possession or use of laser pointers, unless used for a valid instructional or other school-related purpose with prior permission of the principal or designee (Penal Code 417.27) ~~Wearing of any attire that violates district or school dress codes, including gang-related apparel~~

9. Use of a smartphone **or other mobile communication device in an unauthorized manner** ~~Tardiness and unexcused absence from school~~

(cf. 5131.8 – Mobile Communication Devices)
(cf. 6163.4 – Student Use of Technology)

10. **Plagiarism or dishonesty on school work or tests** ~~Failure to remain on school premises in accordance with school rules~~

(cf. 5131.9 - Academic Honesty)
(cf. 6162.54 - Test Integrity/Test Preparation)
(cf. 6162.6 - Use of Copyrighted Materials)
~~*(cf. 5112.5 - Open/Closed Campus)*~~

11. **Wearing of any attire that violates district or school dress codes, including gang-related apparel** ~~Possession, use, or being under the influence of tobacco, alcohol, or other prohibited drugs~~

~~*(cf. 5131.6 - Alcohol and Other Drugs)*~~
~~*(cf. 5131.62 - Tobacco)*~~
~~*(cf. 5131.63 - Steroids)*~~
(cf. 5132 - Dress and Grooming)
(cf. 5136 - Gangs)

12. **Tardiness and unexcused absence from school** ~~Willful defiance of staff's authority~~

(cf. 5113 - Absences and Excuses)
(cf. 5113.1 – Chronic Absence and Truancy)
(cf. 5113.11 – Attendance Supervision)
(cf. 5113.12 – District School Attendance Review Board)

13. **Failure to remain on school premises in accordance with school rules** ~~Use of a cell phone, smart watch, pager, or other mobile communication device during instructional time or in an unauthorized manner in violation of district policy~~

~~*(cf. 5131.8 – Mobile Communication Devices)*~~
~~*(cf. 6163.4 – Student Use of Technology)*~~
(cf. 5112.5 - Open/Closed Campus)

14. **Other conduct prohibited by Education Code 48900-48915-48915**

~~No student shall be prohibited from possessing or using an electronic signaling device that is determined by a licensed physician or surgeon to be essential for the student's health and the use of which is limited to purposes related to the student's health (Education Code 48901.5)~~

Employees are expected to enforce standards of conduct and~~,~~ when they observe or receive a report ~~or become aware~~ of a violation of these standards, to appropriately intervene ~~immediately intervene~~ or seek ~~call for~~ assistance. As necessary, the ~~If an~~ employee ~~believes a matter has not been resolved, they~~ shall refer the matter to ~~their~~ a supervisor or the principal or designee.

When a school employee suspects that a search of a student or ~~their~~ a student's belongings will turn up evidence of the student's violation of the law or school rules, such a search shall be conducted in accordance with BP/AR 5145.12 - Search and Seizure.

(cf. 5145.12 - Search and Seizure)

When a student uses any prohibited device, or uses a permitted device in any unauthorized manner, a district employee may confiscate the device. The employee shall store the device securely until it is returned to the student or turned over to the principal or designee, as appropriate.

Students who violate district or school rules and regulations may be subject to discipline including, but not limited to, suspension, expulsion, transfer to alternative programs, referral to a student success team or counseling services, or denial of participation in extracurricular or cocurricular activities or other privileges in accordance with Board policy and administrative regulation. The Superintendent or designee shall notify local law enforcement as appropriate.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 5020 - Parent Rights and Responsibilities)
(cf. 5127 - Graduation Ceremonies and Activities)
(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 6020 - Parent Involvement)
(cf. 6145 - Extracurricular and Cocurricular Activities
(cf. 6159.4 - Behavioral Interventions for Special Education Students)
(cf. 6164.2 - Guidance/Counseling Services)
(cf. 6164.5 - Student Success Teams)
(cf. 6184 - Continuation Education)
(cf. 6185 - Community Day School)

Students also may be subject to discipline, in accordance with law, Board policy, or administrative regulation, for any off-campus conduct during non-school hours which poses a threat or danger to the safety of students, staff, or district property, or substantially disrupts school activities.

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Legal Reference:
EDUCATION CODE
200-27~~062.4~~ Prohibition of discrimination
32280-32289.5 School ~~Comprehensive~~ safety plans
35181 Governing board authority to set policy on responsibilities of students
35291-35291.5 Rules
44807 Teachers' Duty concerning conduct of students
48900-48925 Suspension and expulsion
51512 Prohibition against electronic listening or recording device in classroom without Permission
CIVIL CODE
1714.1 Liability of parents and guardians for willful misconduct of minor
PENAL CODE
288.2 Harmful matter with intent to seduce
313 Harmful matter
417.25-417.27 Laser scope or laser pointer
647 Use of camera or other instrument to invade person's privacy; misdemeanor
653.2 Electronic communication devices, threats to safety
VEHICLE CODE
23123-23124 Prohibitions against use of electronic devices while driving

CODE OF REGULATIONS, TITLE 5
300-307 Duties of students
UNITED STATES CODE, TITLE 20~~42~~
~~20 USC~~ 1681-1688 Title IX, 1972 Education Act Amendments**; discrimination based on sex**
COURT DECISIONS
J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094
LaVine v. Blaine School District, (2000, 9th Cir.) 257 F.3d 981
Emmett v. Kent School District No. 415, (2000) 92 F.Supp. 1088
Bethel School District No. 403 v. Fraser, (1986) 478 U.S. 675
New Jersey v. T.L.O., (1985) 469 U.S. 325
Tinker v. Des Moines Independent Community School District, (1969) 393 U.S. 503
Lavine v. Blaine School District, (2001, 9th Cir.) 257 F.3d 981

Management Resources:
CSBA PUBLICATIONS WEBSITES
CSBA: http://www.csba.org
California Department of Education, Safe Schools Office: http://www.cde.ca.gov/ls/ss
Center for Safe and Responsible Internet use: http://www.ewa.org/organization/center-safe-and-responsible-internet-use National School Safety Center: http://www/schoolsafety.us
U.S. Department of Education: http://www.ed.gov

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: July 8, 1993 Fresno, California
revised: March 22, 2000
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revised: March 17, 2021
revised: Spring ___, 2025

Policy Section: 5000 Students

DRAFT

Fresno Unified Board Policy (BP) 5144
Discipline

The Governing Board is committed to providing a safe, supportive and positive school environment which is conducive to student learning and achievement and desires to prepare students for responsible citizenship by fostering self-discipline and personal responsibility. The Board believes that high expectations for student behavior, use of effective school and classroom management strategies, provision of appropriate intervention and support, and parent/guardian involvement can minimize the need for disciplinary measures that exclude students from instruction as a means for correcting student misbehavior.

(cf. 5113.1 - Chronic Absence and Truancy)
(cf. 5131 - Conduct)
(cf. 5131.1 - Bus Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5145.9 - Hate-Motivated Behavior)
(cf. 6020 - Parent Involvement)

The superintendent or designee shall develop effective, age appropriate strategies for maintaining a positive school climate and responding appropriately to ~~correcting~~ student misbehavior at district schools. The strategies shall focus on providing students with needed supports; communicating clear, appropriate, and consistent expectations and consequences for student conduct; and ensuring equity and continuous improvement in the implementation of district discipline policies and practices.

(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 6164.2 - Guidance/Counseling Services)

In addition, the Superintendent or designee's strategies for responding to ~~correcting~~ student misconduct shall reflect the Board's preference for the use of positive interventions and alternative disciplinary measures over exclusionary discipline measures.

Disciplinary measures that may result in a loss of instructional time or cause students to be disengaged from school, such as detention, suspension, and expulsion, shall be imposed only when required or permitted by law or when other means of correction have been documented to have failed (Education Code 48900.5)

(cf. 5020 - Parent Rights and Responsibilities)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 6159.4 - Behavioral Interventions for Special Education Students)
(cf. 6164.5 - Student Success Teams)

School personnel and volunteers shall not allow any disciplinary action taken against a student to result in the denial or delay of a school meal. (Education Code 49557.5)

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3551 - Food Service Operations/Cafeteria Fund)
(cf. 3553 - Free and Reduced Price Meals)

A student K-6 shall not be denied recess unless the student's participation poses an immediate threat to the physical safety of the student or to the physical safety of one or more of the student's peers. If, due to such immediate threat, a student is denied recess, staff shall make all reasonable efforts to resolve the threat and minimize the student's exclusion from recess, to the greatest extent practicable. Recess is, as defined, to be at least 30 minutes on a regular school day and at least 15 minutes on early release days (Education Code 49056).

Seclusion and behavioral restraint are prohibited as a means of discipline and shall not be used to correct student behavior except as permitted pursuant to Education Code 49005.4 and in accordance with district regulations. (Education Code 49005.2)

(cf. 5131.41 - Use of Seclusion and Restraint)

The Superintendent or designee shall create a model discipline matrix that list violations and the consequences for each as allowed by law.

The ~~administrative staff~~ **principal or designee** at each school may develop disciplinary rules to meet the school's particular needs consistent with law, Board policy, and ~~district~~ **administrative** regulations. The Board, at an open meeting, shall review the approved school discipline rules for consistency with Board policy and state law. Site-level disciplinary rules shall be included in the district's comprehensive safety plan. (Education Code 32282, 35291.5)

(cf. 0450 - Comprehensive Safety Plan)
(cf. 9320 - Meetings and Notices)

At all times, the safety of students and staff, providing interventions and supports to students, as well as ~~and~~ the maintenance of an orderly school environment shall be priorities in determining appropriate discipline. When misconduct occurs, staff shall attempt to identify the causes of the student's behavior and implement appropriate support and/or discipline. When choosing between different disciplinary strategies, staff shall consider the effect of each option on the student's health, well- being, and opportunity to learn.

Staff shall enforce disciplinary rules fairly, consistently and in accordance with the district's nondiscrimination policies.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 0415 - Equity)
(cf. 5145.3- Nondiscrimination/Harassment)
(cf. 5145.7- Sexual Harassment)

The Superintendent or designee shall provide professional development as necessary to assist staff in developing the skills needed to effectively and equitably implement the disciplinary strategies adopted for district schools, including, but not limited to, knowledge of school and classroom management skills and their consistent application, effective accountability and positive intervention techniques, and the tools to form strong, cooperative relationships with parents/guardians.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

District goals for improving school climate, based on suspension and expulsion rates, surveys of students, staff, and parents/guardians regarding their sense of school safety and connectedness to the school community, and other local measures, shall be included in the district's local control and accountability plan, as required by law.

(cf. 0460 - Local Control and Accountability Plan)
(cf. 3100 - Budget)

At the beginning of the school year, ~~T~~the Superintendent or designee ~~shall~~ may report to the Board regarding disciplinary strategies used in district schools~~.~~ in the immediately preceding school year and their effect on student learning.

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Legal Reference:
EDUCATION CODE
32280-32289.5~~8~~ School safety plans
35146 Closed sessions
35291-35291.5 Rules
35291.5~~-35291.7~~ School-adopted discipline rules
37223 Weekend classes
~~44807.5 Restriction from recess~~
48900-48926 Suspension and expulsion
48980-48985 Notification of parents or guardians
49005-49006.4 Seclusion and restraint
49330-49335 Injurious objects
49550-49564.5 Meals for needy students
49055 Restorative justice practices
49056 Prohibition of denial of recess
52060-52077 Local control and accountability plan
CIVIL CODE
1714.1 ~~Parental~~ ~~L~~liability **of parent or guardian** for **act of willful** ~~child's~~ misconduct **by a minor**
CODE OF REGULATIONS, TITLE 5
307 Participation in school activities until departure of bus
353 Detention after school
UNITED STATES CODE, TITLE 20
1400-1482 Individuals with Disabilities Education Act
UNITED STATES CODE, TITLE 29
794 Section 504 of the Rehabilitation Act of 1973
UNITED STATES CODE, TITLE 42
1751-1769j School Lunch Program
1773 School Breakfast Program

CSBA PUBLICATIONS
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: July 8, 1993 Fresno, California
revised: September 22, 1999
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revised: May 30, 2018
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revised: Spring __, 2025

Policy Section: 5000 Students

DRAFT

Fresno Unified Board Policy (BP) 5144.1
Suspension And Expulsion/Due Process

The Governing Board desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

(cf. 5131 - Conduct)
(cf. 5131.1 - Bus Conduct)
(cf. 5131.3 – Anti-Bullying)
(cf. 5138.2 – Conflict Resolution)

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be only those specified in law, in this policy, and in the accompanying administrative regulation.

Except when otherwise permitted by law, a student may be suspended or expelled only when ~~their~~ the behavior is related to a school activity or school attendance occurring within any district school or another school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus
4. During, going to, or coming from a school-sponsored activity

(cf. 5112.5 - Open/Closed Campus)

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, equally, and in accordance with the district's nondiscrimination policies.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

Appropriate Use of Suspension Authority

Except when a student's act violates Education Code 48900(a)-(e) as listed in items #1-5 under "Grounds for Suspension and Expulsion: Grades K-12" of the accompanying administrative regulation, or when the student's presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5, 48900.6)

(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 5144 - Discipline)
(cf. 6142.4 - Service Learning/Community Service Classes)
(cf. 6164.2 - Guidance/Counseling Services)
(cf. 6164.5 - Student Success Teams)

A student's parents/guardians shall be notified as soon as possible when there is an escalating pattern of misbehavior that could lead to on-campus or off-campus suspension.

No student ~~in grades K-8~~ may be suspended for disruption or willful defiance, except by a teacher pursuant to Education Code 48910. (Education Code 48900)

Students shall not be suspended or expelled **based solely on a student's** ~~for~~ truancy, tardiness, or absenteeism from assigned school activities. **(Education Code 48900)**

(cf. 5113 - Absences and Excuses)
(cf. 5113.1 - Chronic Absence and Truancy)

~~Student Due Process~~
~~The Board shall provide for the fair and equitable treatment of students facing suspension and/or expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in administrative regulation and law. (Education Codes 48911, 48915, 48915.5, 48918)~~

~~*(cf. 5119 - Students Expelled from other Districts)*~~
~~*(cf. 5144.2 - Suspension and Expulsion/Due Process - Individuals with Disabilities)*~~

On-Campus ~~Supervised~~ Suspension ~~Classroom~~
~~The Board recognizes that students who are suspended from school frequently have no supervision or guidance during the school hours when they are off campus and may fall behind in the course work. The Board believes that in many cases, it would be better to manage the student's behavior by keeping the student at school and providing them with supervision that is separated from the regular classroom.~~To ensure the proper supervision and ongoing learning of students~~,~~ **who are suspended** for any of the reasons enumerated in Education Code Section 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee shall establish a supervised suspension classroom program which meets the requirements of law.

Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

~~The Superintendent or designee shall examine alternatives to off-campus suspension and may establish a suspension program which involves progressive discipline during the school day on campus; use of conferences which restore the relationship between staff, parents/guardians and students; detention; youth court, mediation, student study teams or other assessment-related teams; and/or referral to school support services staff. The use of such alternatives does not preclude off-campus suspensions.~~

~~Removal from Class by a Teacher and Required Parental Attendance~~
~~The Board believes that parental involvement plays an important role in the resolution of classroom behavior problems. The Board expects that teachers will communicate with parents/guardians when behavior problems arise.~~

~~Whenever a student is removed from a class because they have committed an obscene act, engaged in habitual profanity or vulgarity, disrupted school activities or otherwise willfully defied valid staff authority, the teacher of the class from which the student was removed may require that the student's parent/guardian attend a portion of a school day in that class from which the student is being suspended, to assist in resolving the classroom behavior problems. When a teacher requires parental attendance, the principal shall send a written notice to the parent/guardian stating that his/her attendance is required pursuant to law. A parent/guardian who has received a written notice shall attend class as specified in the notice. After completing the classroom visit and before leaving school premises, the parent/guardian also shall meet with the principal or designee. (Education Code 48900.1)~~

~~*(cf 5144.4 - Required Parental Attendance)*~~

~~At the meeting with the student's parent/guardian, the principal or designee shall explain the district's and school's discipline policies, including the other means of correction and supports that may be used to achieve proper student conduct.~~

~~The Board encourages teachers, before requiring parental attendance, to make reasonable efforts to have the parent/guardian visit the class voluntarily. The teacher also may inform the parent/guardian about available resources and parent education opportunities. Teachers should reserve the option of required parental attendance for cases in which they have determined that it is the best strategy to promote positive interaction between the student and the parent/guardian and to improve classroom behavior.~~

~~The teacher shall apply this policy uniformly to all students within the classroom. This policy shall apply only to a parent/guardian who lives with the student (Education Code 48900.1)~~

~~Parental attendance may be requested on the day the student returns to class or within one week thereafter. The principal or designee shall contact any parents/guardians who do not respond to the request to attend school. The Board recognizes that parental compliance with this policy may be delayed, modified or prevented for reasons such as serious illness/injury/disability, absence from town, or inability to get release time from work.~~

~~When a parent/guardian does not respond to the request to attend school, the principal or designee shall contact them by telephone, mail, email, home visits, or other method that maintains the confidentiality of the student's records. (Education Code 48900.1)~~

~~*(cf. 5125 - Student Records)*~~

~~District regulations and school site rules for student discipline shall include procedures for implementing parental attendance requirements. Parents/guardians shall be notified of this policy prior to its implementation. (Education Code 48900.1)~~

~~*(cf. 5145.6 - Parental Notifications)*~~

Authority to Expel

A student may be expelled only by the Board. (Education Code 48918(j))

As required by law, the Superintendent or principal shall recommend expulsion and the Board shall expel any student found to have committed any of the following "mandatory recommendation and mandatory expulsion" acts at school or at a school activity off school grounds: (Education Code 48915)

1. Possessing a firearm which is not an imitation firearm, as verified by a certificated employee, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence

(cf. 5131.7 - Weapons and Dangerous Instruments)

2. Selling or otherwise furnishing a firearm
3. Brandishing a knife at another person
4. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
5. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, **287,** 288, ~~288a,~~ or 289, **or former 288a,** or committing a sexual battery as defined in Penal Code 243.4
6. Possessing an explosive as defined in 18 USC 921

For all other violations listed in the accompanying administrative regulation, the Superintendent or principal shall have the discretion to recommend expulsion of a student. If expulsion is recommended, the Board shall order the student expelled only if it makes a finding of either or both of the following:

(Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

A vote to expel a student shall be taken in an open session of a Board meeting. **(Education Code 48918(j))**

The Board may vote to suspend the enforcement of the expulsion order pursuant to the requirements of law and the accompanying administrative regulation. (Education Code 48917)

No student shall be expelled for disruption or willful defiance. (Education Code 48900)
No child enrolled in a preschool program shall be expelled **or unenrolled** except under limited circumstances **in accordance with Education Code 8489.1 and** as specified in AR 5148.3 – Preschool/Early Childhood Education.

(cf. 5148.3 – Preschool/Early Childhood Education)

~~Decision Not to Enforce Expulsion Order~~
~~The Board may vote to suspend the enforcement of the expulsion order pursuant to the requirements of law and the accompanying administrative regulation. (Education Code 48917)~~

Due Process

The Board shall provide for the fair and equitable treatment of students facing suspension and/or expulsion by affording the student due process rights under the law. The Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation. (Education Codes 48911, 48915, 48915.5, 48918)

Maintenance and Monitoring of Outcome Data

The Superintendent or designee shall maintain outcome data related to student suspensions and expulsions in accordance with Education Code 48900.8 and 48916.1, including, but not limited to, the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period. For any expulsion that involves the possession of a firearm, such data shall include the name of the school and the type of firearm involved, as required pursuant to 20 USC 7961. Suspension and expulsion data shall be reported to the Board annually and to the California Department of Education when so required.

In presenting the report to the Board, the Superintendent or designee shall disaggregate data on suspensions and expulsions by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, **long-term English learners,** students with disabilities, foster youth, and homeless students. Based on the data, the Board shall address any identified disparities in the imposition of student discipline and shall determine whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.

(cf. 0460 - Local Control and Accountability Plan)

~~*Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a*~~

~~*group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.*~~

Legal Reference:
EDUCATION CODE
212.5 Sexual harassment
233 Hate violence
1981-1983~~1.5~~ Enrollment of students in community school
8489-8239.1 Prohibition against expulsion of preschool student
17292.5 Program for expelled students; facilities
32261 Interagency School Safety Demonstration Act of 1985
35145 Open board meetings
35146 Closed sessions (regarding suspensions)
35291 Rules (for government and discipline of schools)
35291.5 Rules and procedures on school discipline
48645.5 Readmission; contact with juvenile justice system
48660-48666 Community day schools
48853.5 Foster youth
48900-48927 Suspension and expulsion
48950 Speech and other communication
48980 Parental notifications
49073-49079 Privacy of student records
52052 Numerically significant student subgroups
52060-52077 Local control and accountability plan
6400-64001 Consolidated application
CIVIL CODE
47 Privileged communication
48.8 Defamation liability
CODE OF CIVIL PROCEDURE
1985-1997 Subpoenas; means of production
GOVERNMENT CODE
11455.20 Informal hearing procedures ~~Contempt~~
54950-54963 Ralph M. Brown Act
HEALTH AND SAFETY CODE
11014.5 Drug paraphernalia
11053-1105~~8-9~~ Controlled substances; Standards and schedules
LABOR CODE
230.7 employee time off to appear in school on behalf of a child
PENAL CODE
31 Principal of a crime, defined
240 Assault defined
241.2 Assault fines
242 Battery defined
243.2 Battery on school property
243.4 Sexual battery
245 Assault with deadly weapon
245.6 Hazing
261 Rape defined
266c Unlawful sexual intercourse
286 Sodomy defined
288 Lewd or lascivious acts with child under age 14
287~~8.a~~ Oral copulation
289 Penetration of genital or anal openings
417.27 Laser pointers
422.55 Hate crime defined
422.6 Crimes; harassment ~~Interference with exercise of civil rights~~
422.7~~6~~ Aggravating factors for punishment
422.75 Enhanced penalties for hate crimes
626.2 Entry upon campus after written notice of suspension or dismissal without permission
626.9 Gun-Free School Zone Act of 1995
626.10 Dirks, daggers, knives, razors or stun guns
868.5 Supporting person; attendance during testimony of witness
WELFARE AND INSTITUTIONS CODE
224.1 Indian child, definition
729.6 Counseling
UNITED STATES CODE, TITLE 18
921 Definitions, firearms and ammunition
UNITED STATES CODE, TITLE 20
1415(K) Students with disabilities; Placement in alternative educational setting
7961 Gun free schools Act
UNITED STATES CODE, TITLE 42
11432-11435 Education of homeless children and youths
COURT DECISIONS
T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4th 1267
Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421
Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and Kenneth H., (2001) 85 Cal.App.4th 1321
Garcia v. Los Angeles Board of Education (1991) 123 Cal.App.3d 807

Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 1182
John A. v. San Bernardino School District (1982) 33 Cal. 3d 301
ATTORNEY GENERAL OPINIONS
84 Ops.Cal.Atty.Gen. 146 (2001)
80 Ops.Cal.Atty.Gen. 348 (1997)
80 Ops.Cal.Atty.Gen. 91 (1997)
80 Ops.Cal.Atty.Gen. 85 (1997)

Management Resources:
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: September 9, 1993 Fresno, California
revised: March 22, 2000
revised: October 9, 2002
revised: July 13, 2005
revised: June 5, 2013
revised: June 17, 2015
revised: May 30, 2018
revised: June 17, 2020
revised: Spring ___, 2025

Policy Section: 5000 Students

DRAFT

Fresno Unified Board Policy (BP) 5145.3
Nondiscrimination/Harassment

This policy shall apply to all acts constituting unlawful discrimination or harassment related to school activity or to school attendance occurring within a district school, to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school, and to all acts of the Governing Board and the Superintendent in enacting policies and procedures that govern the district.

The Board desires to provide a welcoming, safe, and supportive school environment that allows all students equal access to and opportunities in the district's academic, extracurricular, and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, including discriminatory harassment intimidation, and bullying, ~~targeted at~~ of any student by anyone, based on the student's actual or perceived race;~~,~~ color;~~,~~ **ancestry;** ~~ethnicity,~~ nationality; national origin;~~,~~ immigration status;~~, ancestry,~~ ethnic group identification; **ethnicity;** age; ~~(40 and above), religious creed,~~ religion;~~,~~ **pregnancy; childbirth;** termination of pregnancy or lactation, including related **medical conditions** or recovery; **parental, marital,** and family **status;** ~~political belief or affiliation, gender, gender identity, gender expression, genetic information,~~ physical or mental disability, **medical condition**; sex;~~, sexual orientation,~~ sex stereotypes; sex characteristics; **sexual orientation; gender; gender identity; gender expression; or genetic information;** ~~marital status~~, ~~pregnancy or parental status~~, ~~childbirth, breastfeeding/lactation status, medical condition, military and veteran status,~~ or, association with a person or 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. Not all bases of discrimination will apply to both education services and employment.~~

~~This policy shall apply to all acts constituting unlawful discrimination or harassment related to school activity or to school attendance occurring within a district school, to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school, and to all acts of the Governing Board or body of the local educational agency, the Superintendent of the school district, and the county superintendent of schools in enacting policies and procedures that govern the local educational agency. (Education Code 234.1)~~

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5145.9 - Hate-Motivated Behavior)
(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 6164.6 - Identification and Education under Section 504)

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying may result from physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also occurs when prohibited conduct is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

Because unlawful discrimination may occur when disciplining students, including suspension and expulsion, the

Superintendent or designee shall ensure that the staff enforce discipline rules fairly, consistently, and in a non-discriminatory manner, as specified in Board Policy and Administrative Regulation 5144 – Discipline, Board Policy and Administrative Regulation 5144.1 – Suspension and Expulsion/Due Process, and Administrative Regulation 5144.2 – Suspension and Expulsion/Due Process (Students With Disabilities).

The Board also prohibits any form of retaliation against any individual who reports or participates in the reporting of unlawful discrimination, files or participates in the filing of a complaint, or investigates, ~~or~~ participates, or refuses to **participate** in the investigation of a complaint or report alleging unlawful discrimination. ~~, harassment, intimidation, or bullying. Staff shall be alert and immediately responsive to student conduct which may interfere with another student's ability to participate in or benefit from school services, activities, or privileges.~~ Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

~~The district shall ensure that all complainants are protected from retaliation and that the identity of a complainant alleging discrimination, harassment, intimidation, or bullying remains confidential, as appropriate. (EC Section 234.1(g))~~

(cf. 5145.2 - Freedom of Speech/Expression)
(cf. 5145.7 - Sexual Harassment)

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. In addition, the Superintendent or designee shall post the district's policies prohibiting discrimination, harassment, ~~and~~ intimidation, and bullying and other required information on the district's website in a manner that is easily accessible to parents/guardians and students, in accordance with the law and the accompanying administrative regulation. (Education Code 234.1, 234.6**; CFR 106.8**)

The Superintendent or designee shall provide training and/or information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the district's educational program. The Superintendent or designee shall report their findings and recommendations to the Board after each review.

Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

~~The district has provided, incident to the publicizing of policies against discrimination, harassment, intimidation and bullying described in *EC* Section 234.1(c), to certificated school site employees who serve pupils in any of grades 7 to 12, inclusive, who are employed by the district, information on existing school site and community resources related to the support of LGBTQ+ pupils, or related to the support of pupils who may face bias or bullying on the basis of religious affiliation, or perceived religious affiliation.~~
~~(a) School site resources may include, but are not limited to, peer support or affinity clubs and organizations, safe spaces for LGBTQ+, or other at-promise pupils, counseling services, staff who have received anti-bias or other training aimed at supporting these pupils or who serve as designated support to these pupils, health and other curriculum materials that are inclusive of, and relevant to, these pupils, online training developed pursuant to *EC* Section 32283.5, and other policies adopted pursuant to this article, including related complaint procedures.~~
~~(b) Community resources may include, but are not limited to, community-based organizations that provide support to LGBTQ+, or other at-promise pupils and their families, and physical and mental health providers.~~

~~with experience or training in treating or supporting these pupils. (*EC* Section234.1(d))~~

~~*(cf. 1312.3 - Uniform Complaint Procedures)*~~
~~*(cf. 1330 - Use of Facilities)*~~
~~*(cf.4131 - Staff Development)*~~
~~*(cf. 4231 - Staff Development)*~~
~~*(cf. 4331 - Staff Development)*~~
~~*(cf. 6145 - Extracurricular and Cocurricular Activities) (cf. 6145.2 - Athletic Competition)*~~
~~*(cf. 6164.2 - Guidance/Counseling Services)*~~

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include ~~counseling,~~ suspension or expulsion when the behavior is severe or pervasive as defined in Education Code 48900.4. Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall be subject to disciplinary action, up to and including dismissal.

When a student has been suspended, or other means of correction have been implemented against the student for an incident of racist bullying, harassment, or intimidation, the principal or designee shall engage both the victim and perpetrator in a restorative justice practice suitable to the needs of the students. The principal or designee shall also require the perpetrator to engage in a culturally sensitive program that promotes racial justice and equity and combats racism and ignorance and shall regularly check on the victim to ensure that the victim is not in danger of suffering from any long-lasting mental health issues. (Education Code 48900.5)

When appropriate based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement.

(cf. 4118 - Suspension/Disciplinary Action)
(cf. 4119.21/4219.21/4319.21 – Professional Standards)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 5131 - Conduct)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 5145.2 - Freedom of Speech/Expression)

~~All a~~Allegations of unlawful discrimination in district programs and activities shall be brought, investigated, and resolved in accordance with Board Policy 1312.3 – Uniform Complaint Procedures, **when required by law. However, complaints alleging sex discrimination, including sex-based harassment, under Title IX shall be investigated and resolved in accordance with the procedures specified in 34 CFR 106.44 and 106.45 and Administrative Regulation 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.**

~~Grievance Procedures~~
~~The Board hereby designates the following positions as Coordinator(s) for Nondiscrimination to ensure compliance with nondiscrimination in educational equity, to handle complaints regarding discrimination, harassment, intimidation, or bullying, and to answer inquiries regarding the district's nondiscrimination policies:~~

~~Executive Director~~
~~Equity Compliance Officer~~
~~Constituent Services Office Fresno Unified School District 2309 Tulare Street~~
~~Fresno, California 93721~~
~~(559) 457-3736~~
~~Constituent.Services@fresnounified.org~~

~~District 504 Coordinator Fresno Unified School District 890 S. 10th Street Fresno, CA 93702 (559) 457-3220~~
~~504@fresnounified.org~~

~~Title II/ADA Coordinator Fresno Unified School District 2309 Tulare Street~~
~~Fresno, CA 93721~~
~~(559) 457-3520~~
~~Accomodations@fresnounified.org~~

~~Chief of Human Resources~~
~~Title IX Coordinator/Age Discrimination Act Fresno Unified School District~~
~~2309 Tulare Street~~
~~Fresno, California 93721~~
~~(559) 457-3713~~
~~titleix@fresnounified.org~~

~~Instructional Superintendent Special Education Office Fresno Unified School District~~
~~890 S. 10th Street Fresno, CA 93702 (559) 457-3220~~
~~Spedleadership@fresnounified.org~~

~~*(cf. 1312.1 - Complaints Concerning District Employees)*~~
~~*(cf. 1312.3 - Uniform Complaint Procedures)*~~

~~Any student who feels that they have been subjected to discrimination, harassment, intimidation, or bullying should immediately contact the Coordinator for Nondiscrimination, the principal, or any other staff member. Any student who observes an incident should report the incident to the Coordinator or principal, whether or not the victim files a complaint.~~

~~Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints brought to the attention of staff, alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.~~

~~In addition, the employee shall immediately intervene when safe to do so. (Education Code 234.1)~~

~~Any complaints of discrimination or any behavior prohibited by this policy, shall be addressed in accordance with the Administrative Regulation 5145.7 Sexual Harassment.~~

~~If dissatisfied with the district's decision, the complainant may submit their appeal in writing to the Office of Constituent Services within 15 calendar days of receiving the district's decision. The written concerns shall specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The district shall investigate in accordance with AR 1312.3 - Uniform Complaint Procedures. Employees who observe an incident of discrimination, harassment, intimidation, or bullying or to whom such an incident is reported shall immediately report the incident to any of the designated Coordinators for Nondiscrimination, or principal, whether or not the victim files a complaint. Upon receiving a complaint of discrimination or harassment, intimidation, or bullying, the Coordinator shall immediately investigate the complaint in accordance with the district's uniform complaint procedures specified in AR 1312.3 - Uniform Complaint Procedures. Where the Coordinator finds that harassment has occurred, they shall take prompt, appropriate action to end the harassment and address its effects on the victim.~~

~~The Superintendent or designee shall ensure that the student handbook clearly describes the district's~~

~~nondiscrimination policy, procedures for filing a complaint regarding discrimination, harassment, intimidation, or bullying, and the resources that are available to students who feel that they have been the victim of any such behavior. The district's nondiscrimination, harassment, intimidation, and bullying policies shall readily accessible in a prominent location on the district's existing internet website in a manner that is easily accessible to parents/guardians and pupils. (EC Section 234.6(b)(8))~~

~~The district must post the established policies prohibiting discrimination, harassment, intimidation, and bullying in all schools and offices, which include staff lounges and pupil government meeting rooms. (*EC* Section 234.1(e); 5 *CCR* Section 4960(b))~~

~~The district must publicize adopted policies that prohibit discrimination, harassment, intimidation, and bullying, including information about the manner in which to file a complaint, to pupils, parents/guardians, employees, the governing board, and the general public. The information shall be translated pursuant to EC section 48985. The district shall also include a notice of nondiscrimination policies in any publications used in connection with the recruitment of pupils or employees. The district must identify the officer responsible for nondiscrimination and education equity compliance in such publicity. (EC Section 234.1(c); 5 CCR Sections 4960(b) and 4961; 34 CFR Section and 106.8)~~

~~The district shall post a link to statewide resources, including community-based organizations, which shall be readily accessible in a prominent location on the district's existing internet website in a manner that is easily accessible to parents/guardians and pupils. The district shall also include any additional information deemed important for preventing bullying and harassment. (EC Section 234.6(b)(11-12))~~

~~*(cf. 1113 - District and School Web Sites) (cf. 1114 - District Sponsored Social Media) (cf. 6163.4 - Student Use of Technology)*~~

~~If 15 percent or more of the pupils enrolled in a public school that provides instruction in kindergarten or any of grades 1 to 12, inclusive, speak a single primary language other than English, all notices, reports, statements, and records sent to the parent/guardian of any such pupil by the district shall, in addition to being written in English, be written in the primary language, and may be responded to in either English or primary language. (*EC* Section 48985(a))~~

Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the district to monitor, address, and prevent repetitive prohibited behavior in district schools.

(cf. 3580 - District Records)

Legal Reference:
EDUCATION CODE
200-270~~62.4~~ Prohibition of discrimination
33353 California Interscholastic Federation; standardized incident form
35292.5 School restrooms; all gender restrooms
48900.3 Suspension or expulsion for act of hate violence
48900.4 Suspension or expulsion for harassment, threats, or intimidation
48900.5 Suspension; other means of correction
48904 Liability of parent/guardian for willful student misconduct
48907 Exercise of free expression; time, place and manner rules and regulations
48950 Speech and other communication
48985 Notices to parents in language other than English
49020-49023 Athletic programs
49060-49079 Student records
51204.5 Social sciences instruction; contributions of specified groups
51500 Prohibited instruction or activity
51501 Nondiscriminatory subject matter
60010 Instructional materials; definition
60040-60052 Requirements for instructional materials
CIVIL CODE

1714.1 Liability of parent or guardian for act of willful misconduct by a minor
PENAL CODE
422.55 Definition of hate crime
422.6 Crimes, harassment
CODE OF REGULATIONS, TITLE 5
432 Student records
4600-46~~8~~70 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs receiving state or federal financial assistance
UNITED STATES CODE, TITLE 20
1681-1688 Title IX of the Education Amendments of 1972; discrimination based on sex
UNITED STATES CODE, TITLE 29
794 Section 504 of Rehabilitation Act of 1973; Section 504
UNITED STATES CODE, TITLE 42
12101-12213 Americans with Disabilities Act
2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended
2000h-2- 2000h-6 Title IX of the Civil Rights Act of 1964
6101-6107 Age Discrimination Act of 1975
CODE OF FEDERAL REGULATIONS, TITLE 28
35.107 Nondiscrimination on basis of disability; complaints
CODE OF FEDERAL REGULATIONS, TITLE 34
99.31 Disclosure of personally identifiable information
100.3 Prohibition of discrimination on basis of race, color or national origin
104.7 Section 504; Designation of responsible employee and adoption of grievances procedures
104.8 Notice of Nondiscrimination on the Basis of Handicap
106.1-106.82 Discrimination on the basis of sex; effectuating Title IX
106.30 Discrimination on the basis of sex; definitions
~~106.45 Grievance process for formal complaints of sexual harassment~~
~~106.8 Designation of coordinator; dissemination of policy, and adoption of grievance procedures~~
110.25 Prohibition of discrimination based on age
CODE OF FEDERAL REGULATIONS, TITLE 34
106.30 Discrimination on the basis of sex; definitions
COURT DECISIONS
Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
Flores v. Morgan Hill Unified School District, (2003) 324 F.3d 1130

Management Resources References
U.S. DEPARTMENT OF EDUCATION, OFFICE OF CIVIL RIGHTS PUBLICATIONS Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016
WEB SITES
U.S. Department of Education, Office of Civil Rights: http://www.ed.gov/offices/OCR
California Department of Education: http://www.cde.ca.gov

Policy FRESNO UNIFIED SCHOOL DISTRICT
Adopted: August 26, 1993 Fresno, California
Revised: March 22, 2000
Revised: June 29,2005
Revised: June 19,2013
Revised: May 14, 2014
Revised: June 17,2015
Revised: November 16,2016
Revised: December 18, 2019
Admin Reviewed: October 27, 2021
Revised: March 16, 2022
Revised: February 21, 2024
Revised: April 24, 2024
Revised: August 28, 2024
Revised: September 3, 2024
Revised: Spring ___, 2025

Policy Section: 5000 Students

DRAFT

Fresno Unified Board Policy (BP) 5145.7
Sex~~ual~~ Discrimination and Sex-Based Harassment

The Governing Board is committed to maintaining a welcoming, safe, and supportive school environment that is free from harassment and discrimination. The Board prohibits, at school or at school-sponsored or school- related activities, sex discrimination and sex~~ual~~-based harassment , as defined in the accompanying administrative regulation, targeted at any student ~~by anyone. The Board also prohibits retaliatory behavior or action against any person who reports, files a complaint or testifies about, or otherwise supports a complainant in alleging sexual harassment.~~, based on the student's actual or perceived sex; sex stereotypes; sex characteristics; sexual orientation; gender; gender identity; gender expression; pregnancy, childbirth, termination of pregnancy or lactation, including related medical conditions or recovery; and, parental, marital, and family status.

Additionally, the Board prohibits retaliatory behavior or action against any person who complains or testifies about conduct that reasonably may constitute sex discrimination, including sex-based harassment, reports such conduct, or otherwise participates or refuses to participate in the complaint process established for the purpose of this policy. (Education Code 220.1; 34 CFR 106.71)

The district strongly encourages students who feel that they are being or have been experienced sex discrimination, including ~~of~~ sex~~ual~~-based harassment, on school grounds or at a school-sponsored or school-related activity by another student or an adult, or who have experienced off-campus sexual harassment that has a continuing effect on campus, to immediately contact their teacher, the principal, the district's Title IX Coordinator, or any other available school employee.

Any employee who receives a report or observes an incident of sex discrimination, including sex-based harassment, by or against a student in a district education program or activity shall report the incident to the Title IX Coordinator within one workday.

Once notified, the Title IX Coordinator shall ensure the complaint or allegation is addressed through Administrative Regulation 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

~~Because a complaint or allegation that is dismissed or denied under the Title IX complaint procedure may still be subject to consideration under state law, the Title IX Coordinator shall ensure that any implementation of AR 5145.71 concurrently meets the requirements of BP/AR 1312.3.~~

The Title IX Coordinator shall offer and coordinate supportive measures to be provided to the complainant and, if the district has begun grievance procedures or offered an informal resolution process to the respondent, offer and coordinate supportive measures to be provided to the respondent, as deemed appropriate under the circumstances.

(cf. 0410 – Nondiscrimination in District Programs and Activities)
(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.3 – Uniform Complaint Procedures)
(cf. 5131 – Conduct)
(cf. 5131.2 – Bullying)
(cf. 5137 – Positive School Climate)
(cf. 5141.4 - Child Abuse Prevention and Reporting)
(cf. 5145.3 – Nondiscrimination/Harassment)
(cf. 5145.71 – Title IX Sexual Harassment Complaint Procedures)

The Superintendent or designee shall ensure that all district staff are trained regarding the district's

sex discrimination and sex-based harassment policy, and that all employees receive training related to their duties under Title IX as specified in Administrative Regulation 4119.11/4219.11/4319.11 - Sex Discrimination and Sex-Based Harassment. (34 CFR 106.8)

~~The Superintendent or designee shall inform students and parents/guardians of the district's sexual harassment policy by disseminating it through parent/guardian notifications, publishing it on the district's web site, and including it in student and staff handbooks.~~

Instruction/Information

The Superintendent or designee shall ensure that all district students receive age-appropriate information on sexual discrimination and sex-based harassment. Such instruction and information shall include:

1. What acts and behavior constitute sex discrimination and sex~~ual~~-based harassment; including the fact that sex discrimination and sex~~ual~~-based harassment could occur between people of the same sex and could involve sexual violence

2. A clear message that students do not have to endure sex discrimination and sex~~ual~~-based harassment under any circumstance

3. Encouragement to report observed incidents of sex discrimination and sex~~ual~~-based harassment even when the alleged victim of the discrimination or harassment has not complained.

4. A clear message that student safety is the district's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a sex discrimination and sex~~ual~~-based harassment incident will be addressed separately and will not affect the manner in which the sex discrimination and sex~~ual~~-based harassment complaint will be received, investigated, or resolved.

5. A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every sex discrimination and sex~~ual~~-based harassment allegation that involves a student, whether as the complainant, respondent, or victim of the discrimination or harassment, shall be investigated and action shall be taken to respond to harassment, prevent recurrence, and address any continuing effect on students.

6. Information about the district's procedures for investigating complaints and the person(s) to whom a report of sex discrimination and sex~~ual~~-based harassment should be made

7. Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable, including the right to file a civil or criminal complaint while the district investigation of a sex discrimination and sex~~ual~~-based harassment complaint continues

8. A clear message that, when needed, the district will implement supportive measures to ensure a safe school environment for a student who is the complainant or victim of sex discrimination and sex~~ual~~-based harassment and/or other students during an investigation.

Disciplinary Actions

Upon completion of an investigation sex discrimination and ~~of~~ sex~~ual~~-based harassment complaint, any student found to have engaged in sex discrimination and/or ~~of~~ sex~~ual~~-based harassment sexual violence

in violation of this policy shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

Upon investigation of sex discrimination and ~~of~~ sex~~ual~~-based harassment complaint, any employee found to have engaged in sex discrimination and ~~of~~ sex~~ual~~-based harassment or sexual violence toward any student shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

(cf. 4117.7/4317.7 - Employment Status Report)
(cf. 4118 – Dismissal/Suspension/Disciplinary Action)
(cf. 4119.11/4219.11/4319.11 – Sexual Harassment)
(cf. 4218 – Dismissal/Suspension/Disciplinary Action)

~~Confidentiality and~~ Record-Keeping

~~All complaints and allegations of sexual harassment sex discrimination and/or sex-based harassment complaint, shall be kept confidential except as necessary to carry out the investigation or take other subsequent necessary action. (5 CCR 4964)~~

~~In accordance with law and district policies and regulations,~~ **T**~~t~~he Superintendent or designee shall maintain a record**s in accordance with law, including in accordance with 34 CFR 106.8 as specified in Administrative Regulation 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures, and district policies and regulations,** of all reported cases of sex~~ual~~**-based** harassment to enable the district to monitor, address and prevent repetitive harassing behavior in ~~its~~ **district** schools.

(cf. 3580 - District Records)

Legal Reference:
EDUCATION CODE
200-270~~62.4~~ Prohibition of discrimination ~~on the basis of sex~~
220.1 Prohibition of retaliation related to educational equity
220.3 Prohibition of disclosure of information related to student's sexual orientation, gender identity, or gender expression
220.5 Prohibition of policies requiring disclosure of information related to student's sexual orientation, gender identity, or gender expression
35292.5 School restrooms; all gender restrooms
48900 Grounds for suspension or expulsion
48900.2 Additional grounds for suspension or expulsion; sexual harassment
48904 Liability of parent/guardian for willful student misconduct
48980 **Parent/Guardian notifications** ~~Notice at beginning of term~~
48985 Notices **to parents**~~, report, statements and records~~ in ~~primary~~ language **other than English**
CIVIL CODE
51.9 Liability for sexual harassment; business, service and professional relationships
1714.1 Liability of parents/guardians for willful misconduct of minor
GOVERNMENT CODE
12950.1 Sexual harassment training
CODE OF REGULATIONS, TITLE 5
432 Student Records
4600-4670 Uniform Complaint Procedures
4900-4965 Nondiscrimination in elementary and secondary educational programs **receiving state or federal financial assistance**
UNITED STATES CODE, TITLE 20
1092 Definition of sexual assault
1221 Application of laws
1232g Family Educational Rights and Privacy Act
1681-1688 Title IX of the Education Amendments of 1972
UNITED STATES CODE, TITLE 34
12291 Definition of dating violence, domestic violence, and stalking
UNITED STATES CODE, TITLE 42
1983 Civil action for deprivation of rights 2000d-2000d-7
Title VI, Civil Rights Act of 1964
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family Educational Rights and Privacy
106.1-106.71 Nondiscrimination on the basis of sex in education programs
COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130
Reese v. Jefferson School District, (2001, 9th Cir.) 208 F.3d 736
Davis v. Monroe County Board of Education, (1999) 526 U.S. 629
Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274
Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473
Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447

Management Resources:
CSBA PUBLICATIONS
Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS Q&A on Campus Sexual
Misconduct, September 2017
Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016 Dear Colleague Letter: Title IX Coordinators, April 2015
Sexual Harassment: It's Not Academic, September 2008
Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

WEB SITES
California Department of Education: http://www.cde.ca.gov
U.S. Department of Education, Office for Civil
Rights: http://www.ed.gov/about/offices/list/ocr

Policy FRESNO UNIFIED SCHOOL DISTRICT
Adopted August 26, 1993 Fresno, California
Revised December 11, 1997
Revised September 22, 1999
Revised March 10, 2004
Revised August 22, 2012
Revised June 17, 2015
Revised November 16, 2016
Revised January 20, 2021
Revised February 21, 2024
Revised September 6, 2024
Revised Spring__, 2025

Policy Section: 5000 Students

DRAFT

Fresno Unified Board Policy (BP) 5148.2
Before/After School Programs

The Governing Board desires to provide before-school and/or after-school enrichment programs that support the regular education program in a supervised environment. In order to increase academic achievement of participating students, the content of such programs shall be coordinated with the district's vision and goals for student learning, local control and accountability plan, curriculum, and academic standards.

(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)
(cf. 0460 - Local Control and Accountability Plan)
(cf. 5147 - Dropout Prevention)
(cf. 5148 - Child Care and Development)
(cf. 6011 - Academic Standards)
(cf. 6177 - Summer Learning Programs)
(cf. 6179 - Supplemental Instruction)

The district's program shall be planned through a collaborative process that includes parents/guardians, students, and representatives of participating schools, governmental agencies including city and county parks and recreation departments, local law enforcement, community organizations, and, if appropriate, the private sector. (Education Code 8422, 8482.5, **8484.75, 46120**)

The district shall prioritize offering Expanded Learning Opportunities Programs (ELO) at school sites in the lowest income communities, as determined by prior year percentages of students eligible for free and reduced-price meals, while maximizing the number of schools and neighborhoods with ELOs across their attendance area. (Education Code 46120)

To the extent feasible, the district shall give priority to establishing expanded learning opportunities ~~before-school and/or after-school programs~~ beyond the regular school day in low-performing schools and/or programs that serve low-income and other at-risk students.

(cf. 1020 - Youth Services)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 1700 - Relations Between Private Industry and the Schools)
(cf. 6020 - Parent Involvement)

Any expanded learning opportunities, including but not limited to After School Education and Safety (ASES), 21st Century Community Learning Center (21st CCLC), 21st Century High School After School Safety and Enrichment for Teens (ASSETs), ELO, or a~~A~~ny **other** program to be established **pursuant to Education Code 8421, 8482.3, 8484.75, or 46120,** shall be approved by the Board. **Additionally, the Board shall declare its operational intent to run an ELO to the Superintendent of Public Instruction as specified in Education Code 46120.** ~~(Education Code 8421, 8482.3)~~

The Superintendent or designee shall ensure that all staff who directly supervise students in the any expanded learning opportunities ~~district's before-school and/or after-school program~~ possess appropriate knowledge and experience. As needed, staff and volunteers shall receive ongoing training related to their job responsibilities.

(cf. 1240 - Volunteer Assistance)
(cf. 4131 - Staff Development)
(cf. 4222 - Teacher Aides/Paraprofessionals)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

Each ~~program~~ before-school, after-school, summer, vacation or intersessional expanded learning opportunity shall include academic and enrichment elements in accordance with law and administrative

regulation, and may be used in conjunction with attendance recovery programs. In addition, each program may include support services that reinforce the educational component and promote student health and well-being.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 5030 - Student Wellness)
(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 6142.7 - Physical Education and Activity)

A family fee may be charged to participating families based on the actual cost of services. **However, for the ASSETs program, a family**~~, as long as the~~ fee **shall be** ~~is~~ waived or reduced for families with students who are eligible for free or reduced-price meals. (Education Code 8422~~, 8482.6~~)

For ASES, 21st CCLC, and/or ELO~~, In regard to the After School Education and Safety program and/or 21st Century Community Learning Center program~~, no fee shall be charged for a student **who is eligible for free or reduced-price meals, or a student experiencing** ~~identified as a~~ homelessness, or foster **care** ~~youth~~. **Family fees shall be calculated on a sliding scale that considers family income and ability to pay.** (Education Code 8482.6**, 46120**)

(cf. 3260 - Fees and Charges)
(cf. 3553 - Free and Reduced Price Meals)
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)

Eligible students who are 11 or 12 years of age shall be placed in a before-school or after-school program, if and when available, rather than subsidized child-care and development services. During the time that the before-school or after-school program does not operate, such students may be provided the option of enrolling in child-care and development services in accordance with the enrollment priorities established in Administrative Regulation 5148 - Child Care and Development. (Welfare and Institutions Code 10273)

The Superintendent or designee shall monitor student participation rates and shall identify multiple measures that shall be used to evaluate program effectiveness. Such measures may include, but are not limited to, student outcome data; program self-assessments; feedback from staff, participating students, and parents/guardians; and observations of program activities.

(cf. 0500 - Accountability)

Every three years, the Superintendent or designee shall review the after-school program plan, including, but not limited to, program goals, program content, and outcome measures. Documentation of the program plan shall be maintained for a minimum of five years **in accordance with law and as specified in Board Policy/Administrative Record 3580 - District Records and Board Policy/Administrative Record 5125 - Student Records. (Education Code 8482.3, 46120)**

(cf. 3580 - District Records)

~~*Fresno Unified School District does not harass, intimidate, or discriminate on the basis of race, color, ethnicity, national origin, ancestry, age, creed, religion, political affiliation, gender, gender identity or expression or genetic information, mental or physical disability, sex, sexual orientation, parental or marital status, military veteran status, or any other basis protected by law or regulation, in its educational program(s) or employment.*~~

Legal Reference:
8263 Eligibility and priorities for subsidized child development services
~~8263.4 Enrollment of students ages 11-12 years~~
8273.1 Family fees, exemptions
8281.5 California Prekindergarten Planning and Implementation Grant Program
8295-8305 Child development program; personnel qualifications
8350-8359.1 Programs for CalWORKS recipients
8360-8370 Personnel qualifications
8420-8428 21st Century **High School** After-School **Safety and Enrichment** Program for Teens
8482-8484.65 After School Education and Safety Program
8484.7-8484.9 21st Century Community Learning Centers
8490-8490.7 Distinguished After School Health Recognition Program

17260-17268 Plans and specifications for school facilities
17264 New construction; accommodation of before- and after-school programs
35021.3 After-school physical recreation instructors
41422 Emergency conditions
45125 Criminal record check
45330 Paraprofessionals; instructional aides
45340-45349 Paraprofessionals; instructional aides
46120 Expanded learning opportunities
48850 Intersession program; priority access to student experiencing homelessness
48853.5 Intersession program; priority access to foster youth
49024 ~~Criminal background check;~~ Activity Supervisor Clearance Certificate
49430-49434 Nutrition standards
49540-49546 Child Care Food Program
49553 Free or reduced-price meals
~~60851.1 Suspension of high school exit examination~~
69430-69460 Cal Grant program

Welfare & Institutions Code
10207-10492.2 Child Care and Development Services Act
10273 Preferred placement for otherwise eligible children ages 11 or 12
UNITED STATES CODE, TITLE 20
6311 State plans
6314 Title I schoolwide programs
7171-7176 21st Century Community Learning Centers
UNITED STATES CODE, TITLE 42
1766-1766a Child and Adult Care Food Program
11434a Education for homeless children and youths
CODE OF FEDERAL REGULATIONS, TITLE 7
226.17 Child care center nutrition standards

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
~~Quality Program Improvement Plan for Expanded Learning Programs in California 2016-17, November 2016~~
~~Request for Application for Programs Proposing to Serve High School Students, September 2016~~ ~~21st Century Community Learning Centers (21st CCLC) FAQs Elementary/Middle School Programs, September 2016~~
~~A Crosswalk Between the Quality Standards for Expanded Learning and Program Quality Assessment Tools, 2014~~
Expanded Learning Funding Opportunities
Expanded Learning Programs Federal Program Monitoring
Early Release and Late Arrival Guidance, rev. December 2021
Quality Program Improvement Plan Instructions: Instructions for Completing a Quality Program Improvement Plan for Expanded Learning Programs in California, January 2022
After School Education and Safety, 21st Century Community Learning Centers, 21st Century High School After School Safety Enrichment for Teens Grant Programs, Frequently Asked Questions, November 2022
Expanded Learning Opportunities Program FAQs, May 2024
Quality Standards **and 2014 CQI, December 2023** ~~for Expanded Learning in California: Creating and Implementing a Shared Vision of Quality, 2014~~
~~21st Century High School After School Safety and Enrichment for Teens Program Frequently Asked Questions, March 2012~~
2014 Guidance for a Quality Improvement Process, March 2024
California After School Physical Activity Guidelines, 2009
U.S. DEPARTMENT OF EDUCATION PUBLICATION~~S~~
Nita M. Lowey 21st Century Community Learning Centers Program, Title IV Part B of the Elementary and Secondary Act of 1965, Nonregulatory Guidance, September ~~February~~ 20~~03~~24
~~WEB SITES~~
~~California Department of Education, Before and After School: http://www.cde.ca.gov/ls/ba~~
~~Commission on Teacher Credentialing: http://www.ctc.ca.gov~~
~~U.S. Department of Agriculture: http://www.fns.usda.gov/cnd/care/afterschool.htm~~
~~U.S. Department of Education: http://www.ed.gov~~

Policy FRESNO UNIFIED SCHOOL DISTRICT
Adopted: May 9, 2018
Revised: Spring __, 2025

Policy Section: 5000 Students

DRAFT

Fresno Unified School District Board Policy (BP) 6158
Independent Study

The Governing Board recognizes its responsibility for the education of all youths in the school system. The Board authorizes Independent Study (IS) as an optional alternative instructional strategy for eligible students whose needs may best be met through study outside of the regular classroom setting. IS shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, IS may be offered for short- or long-term placements, on a full-time basis or on a part-time basis in conjunction with part- or full-time classroom study.

(cf. 0420.4 - Charter Schools)
(cf. 6011 - Academic Standards)
(cf. 6143 - Courses of Study)
(cf. 6146.1 - High School Graduation Requirements)
(cf. 6181 - Alternative Schools/Programs of Choice)
(cf. 6200 - Adult Education)

The Board shall hold a public hearing when considering the scope of its existing or prospective use of independent study as an instructional strategy, its purposes in authorizing independent study, and factors bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed assignments for specific populations of students or adult education students. (Education Code 51747; 5 CCR 11701)

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

A student's participation in IS shall be voluntary. (Education Code 51747, 51749.5, **51749.6**)

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

The minimum period of time for any IS option shall be ~~three~~ **one** ~~consecutive~~ school day~~s~~.

An independent study student shall not be credited with more than one day of attendance per calendar day. (Education Code 46300)

A nutritionally adequate breakfast and lunch shall be made available at no cost to any independent study student scheduled for educational activities lasting two or more hours at a school site, resource center, meeting space, or other satellite facility, who requests a meal. (Education Code 49501.5)

General Independent Study Requirements

The Superintendent or designee may offer and approve independent study for an individual student **upon determining that the student is prepared to meet the district's requirements for** participation **and is likely to succeed as well as or better than the student would in the regular classroom setting.**

The minimum instructional minutes shall be the same for all students at each school including students participating in independent study, except as otherwise permitted by law. (Education Code 46100)

~~For the 2021-22 school year, the district shall offer IS, as specified in Education Code 51745, to meet the educational needs of students unless the district has obtained a waiver. (Education Code 51745)~~

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

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

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

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

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

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

The Superintendent or designee shall ensure that students participating in IS for ~~15~~ **16** school days or more receive the following throughout the school year: (Education Code 51747)

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

The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students participating in an independent study program for 16 school days or more in a school year who are: (Education Code 51747)

1. **Not generating attendance for more than ten percent of required minimum instructional time over four continuous weeks of the district's approved instructional calendar**
2. **Not participating in synchronous instructional offerings pursuant to Education Code 51747.5 for more than 50 percent of the scheduled times of synchronous instruction in a school month as applicable by grade span**
3. **In violation of their written agreement**

The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students who are not generating attendance for more than three school days or 60 percent of the instructional days in a school week, or who are in violation of their written agreement. This requirement only applies to students participating in an IS program for ~~15~~ **16** school days or more. The procedures shall include, but are not necessarily limited to, all of the following: (Education Code 51747)

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

The Superintendent or designee shall develop a plan to transition students whose families wish to return to in-person instruction from IS expeditiously, and, in no case later, than five instructional days. This requirement only applies to students participating in an IS program for ~~15~~ **16** school days or more. (Education Code 51747)

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

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

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

Master Agreements

~~For the 2021-22 school year only, the district shall obtain a signed written agreement for IS no later than 30 days after the first day of instruction.~~ A written agreement shall be developed and implemented for each student participating in IS ~~for three or more consecutive school days~~. (Education Code 46300, 51747~~; 5 CCR 11703~~)

For student participation lasting 16 school days or more, a signed written agreement shall be obtained before the student begins independent study. For student participation of 15 school days or fewer, a signed written agreement may be obtained at any time during the school year in which the independent study program takes place. (Education Code 46300, 51747)

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

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

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

All learning agreements shall be signed by the student, the student's parent/guardian or caregiver if the student is less than 18 years of age, the certificated employee responsible for the general supervision of independent study, and as applicable for students with disabilities, the certificated employee designated as having responsibility for the special education programming of the student. If the independent study program is projected to last for more than 15 school days, the learning agreement shall be signed before the commencement of the program. For an independent study program that is projected to last for 15 or

fewer school days, the learning agreement shall be signed at any time during the school year in which the independent study program is to take place. (Education Code 51747)

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

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

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

Course-Based Independent Study

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

1. A signed learning agreement shall be completed and on file for each participating student pursuant to Education Code 51749.6
2. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction
3. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality and to provide intellectual challenge that is substantially equivalent to in-person, classroom-based instruction, and shall be aligned to all relevant local and state content standards. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. The certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses. The certification shall also include plans to provide opportunities for students in grades TK, kindergarten, and grades 1-3 to receive daily synchronous instruction, for students in grades 4-8, to receive both daily live interaction and at least weekly synchronous instruction, and for students in grades 9-12 to receive at least weekly synchronous instruction.
4. Students enrolled in IS courses shall meet the applicable age requirements established pursuant to Education Code 46300.1, 46300.4, 47612, and 47612.1, and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 47612, 48204, and 51747.3.
5. For each student participating in an IS course, satisfactory educational progress shall be determined based on the student's achievement and engagement in the IS program, as indicated by their performance on applicable student-level measures of student achievement and student engagement set forth in Education Code 52060, completion of assignments, assessments, or other indicators that evidence that the student is working on assignments, learning of required concepts, as determined by the supervising teacher, and progress toward successful completion of the course of study or individual course, as determined by the supervising teacher.

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

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

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

Learning Agreement for Course-Based Independent Study

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

1. A summary of the district's policies and procedures related to course-based IS pursuant to Education Code 51749.5
2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to item #~~2~~ 3 above
3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years
4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program
5. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
6. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.
7. A statement that enrollment is an optional educational alternative in which no student may be required to participate. In the case of a student who is suspended or expelled, or who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the student through course-based IS only if the student is offered the alternative of classroom instruction.
8. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent/guardian regarding a student's academic progress.
9. The objectives and methods of study for the student's work, and the methods used to evaluate that work.
10. A statement of the adopted policies regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether the student should be allowed to continue in course-based IS.
11. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the learning agreement, to be earned by the student upon completion.
12. ~~Before the commencement of an IS course, the learning agreement shall be signed and dated by the student, the student's parent/guardian or caregiver, if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the IS course, and all persons who have direct responsibility for providing assistance to the student. For purposes of this paragraph "caregiver" means a person who has met the requirements of Family Code 6550-6552.~~

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

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

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

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

Student-Parent-Educator Conferences

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

Records for Audit Purposes

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

1. A copy of the Board policy, administrative regulation, and other procedures related to IS
2. A listing of the students, by grade level, program, and school, who have participated in IS, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher
4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons

   Additionally, the district shall maintain documentation of hours or fraction of an hour for student work products and the time that students engaged in asynchronous instruction. (Education Code 54747.5)

5. Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5)
6. Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the IS of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)

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

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

The signed, dated agreement, any supplemental agreement, assignment records, work samples, and attendance records may be maintained on file electronically. (Education Code 51747, **51749.6**)

Program Evaluation

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

(cf. 0500 - Accountability)
(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 6162.5 - Student Assessment)

~~*Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.*~~

Legal Reference:
EDUCATION CODE
147610-147615 Charter school operation
17289 Exemption for facilities
41020 Requirement for annual audit
41422 Emergency conditions and apportionments
41976.2 Independent study programs; adult education funding
42238 Revenue limits
42238.05 Local control funding formula; average daily attendance
44865 Qualifications for home teachers and teachers in special classes and schools; consent to assignment
46100 Length of school day
46200-46208 Incentives for longer instructional day and year
46300-4630**7.1**~~0.6~~ Methods of computing ADA
46390-46393 Emergency average daily attendance
46600 Interdistrict attendance computation
47612.5 Independent study in charter schools
48204 Residency based on parent employment
48206.3 Home or hospital instruction; students with temporary disabilities
48220 Classes of children exempted
48340 Improvement of pupil attendance
48915 Expulsion; particular circumstances
48916.1 Educational program requirements for expelled students
48917 Suspension of expulsion order
49010 Educational activity; definition
49011 Student fees; definition
49501.5 School meals
51225.3 Requirements for high school graduation
5174~~5~~-51749.~~3~~6 Independent study ~~programs~~
52060 Local control accountability plan
~~52522 Adult education alternative instructional delivery~~
52523 Adult education as supplement to high school curriculum
56026 Individuals with exceptional needs
58500-58512 Alternative schools and programs of choice
FAMILY CODE
6550-**6552 Caregivers** A
~~Authorization affidavits~~
CODE OF REGULATIONS, TITLE 5
11700-1170~~5~~3 Independent study
~~19819 State audit compliance~~
UNITED STATES CODE, TITLE 20
6311 State plan
COURT DECISIONS
Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365
EDUCATION AUDIT APPEALS PANEL DECISIONS
Lucerne Valley Unified School District, Case No. 03-02 (2005)

Management Resources:
CDE PUBLICATIONS
Independent Study Operations Manual, 2000 edition
WEB SITES
California Consortium for Independent Study: http://www.ccis.org

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

Policy FRESNO UNIFIED SCHOOL DISTRICT
Adopted: March 26, 1992 Fresno, California
Reviewed: August 25, 1999
Revised: August 24, 2005
Revised: June 1, 2016
Revised: August 11, 2021
Revised: Spring __, 2025

Policy Section: 6000 Instruction

DRAFT

Fresno Unified Board Policy (BP) 6163.4
Student Use Of Technology

The Governing Board believes that effective use of ~~intends that~~ technology~~ical~~ is integral to the education and development of students.~~resources provided by the district be used in a safe, responsible, and proper manner in support of the instruction program and for the advancement of student learning.~~ In order to promote digital citizenship, ~~t~~ The Board ~~also~~ recognizes that students must have access to the latest digital tools and receive instruction that allows students to positively engage with technology in ways that respect human rights and avoids internet dangers. ~~provides ways to access the most current and extensive sources of information~~. Technolog~~y~~ical ~~also enables~~ resources provided to students, including technology based on artificial intelligence (AI), shall be aligned to district goals, objectives, and academic standards. ~~to practice skills and to develop reasoning and problem-solving abilities. In addition, electronic information services foster workplace skills that may be transferable to new technologies. Every effort shall be made to provide equal access to technology throughout the district's schools and classes.~~ The use of technology shall augment the use of Board adopted instructional materials.

The Board **intends that technological resources provided by the district be used in a safe and responsible manner in support of the instructional program and for the advancement of student learning.** Students shall be allowed to use such technology, including AI technology, in accordance with district policies, including, but not limited to, policies on academic honesty, data privacy, nondiscrimination, and copyright protections. All students using these resources shall receive instruction in the proper and appropriate use of technology. Such instruction shall incorporate students' responsibilities regarding academic honesty, honoring copyright provisions, assessing the reliability and accuracy of information, protecting personal data, and the potential for biases and errors in artificially generated content.

District technology includes, but is not limited to, computer hardware, software, or software as a service provided or paid for by the district, whether accessed on or off site or through district-owned or personally owned equipment or devices, including tablets and laptops; computer servers, wireless access points (routers), and wireless computer networking technology (wi-fi); the internet; email and **collaboration tools**; applications (apps), including AI apps; telephones, cellular telephones, smartphones, smart devices, and wearable technology; or any wireless communication device, including radios. **While personal devices themselves are not considered district technology, all activities conducted on these devices while connected to district resources, networks, or services are subject to this policy.**

Teachers, administrators, and library media specialists are expected to review the technological resources and online sites that will be used in the classroom or assigned to students in order to ensure that they are appropriate for the intended purpose and the age of the students. **To ensure quality teacher and student experience, compliance with student data privacy laws, and Title II of the Americans with Disabilities Act (ADA) compliance, all new digital resources are vetted through a digital resource review process.**

(cf. 0440 – District Technology Plan)
(cf. 6010 – Goals and Objectives)
(cf. 0440.1 - Use Of District Technology, Networks, Internet Services And Information Services) (cf. 5131 - Conduct)
(cf. 6163.1 – Library Media Centers)

The Superintendent or designee shall notify students and parents/guardians about authorized uses of district ~~computers~~ technology, user obligations and responsibilities, and consequences for unauthorized use and/or unlawful activities in accordance with district regulations and the district's Acceptable Use Policy.

(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)
(cf. 5144 – Discipline)
(cf. 5144.1 – Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 5145.12 – Search and Seizure)

Before a student is authorized to use the district's technology~~ical resources~~, the student and ~~his/her~~ the student's parent/guardian shall **review** ~~sign and return~~ the Acceptable Use Agreement specifying user obligations and responsibilities. In that agreement, the student and ~~his/her~~ the student's parent/guardian shall agree not to hold the district or any district staff responsible for the failure of any technology protection measures, violations of copy restrictions, or user mistakes or negligence. They shall also agree to indemnify and hold harmless the district and district personnel for any damages or costs incurred.

The district reserves the right to monitor student use of technology within the jurisdiction of the district without advance notice or consent. Students shall be informed that the use of district technology, as defined above, is not private and may be accessed by the district for the purpose of ensuring proper use. Students have no reasonable expectation of privacy in the use of district technology. Students' personally owned devices shall not be searched except in cases where there is a reasonable suspicion, based on specific and objective facts, that the search will uncover evidence of a violation of law, district policy, or school rules.

The Superintendent or designee may gather and maintain information pertaining directly to school safety or student safety from the social media activity of any district student in accordance with Education Code 49073.6.

Whenever a student is found to have violated board policy or the district's Acceptable Use Agreement, the principal or designee may cancel or limit a student's user privileges or increase supervision of the student's use of the district's equipment and other technological resources, as appropriate. Inappropriate use also may result in disciplinary action and/or legal action in accordance with law and board policy.

(cf. 6162.6 – Use of Copyrighted Materials)

The Superintendent or designee, with input from students and appropriate staff, shall regularly review and update this policy, the accompanying administrative regulation, and other relevant procedures to enhance the safety and security of students using the district's technological resources and to help ensure that the district adapts to changing technologies and circumstances.

Use of District Computers for Online Services/Internet Access

The Superintendent or designee shall ensure that all district computers with internet access have a technology protection measure that blocks or filters internet access to visual depictions that are obscene, child pornography, or harmful to minors and that the operation of such measures is enforced. (20 USC 6777, 47 USC 254)

To reinforce these measures, the Superintendent or designee shall implement rules and procedures designed to restrict students' access to harmful or inappropriate matter on the internet and to ensure that students do not engage in unauthorized or unlawful online activities. Staff shall supervise students while they are using online services and may have teacher aides, student aides, and volunteers assist in this supervision.

The Superintendent or designee ~~also~~ shall ~~establish regulations to address the safety and security of students and student information when using email, chat rooms, and other forms of direct electronic communication.~~ regularly review current guidance regarding cybersecurity, data privacy, and digital media awareness and incorporate recommended practices into the district's processes and procedures related to the protection of the district's network infrastructure, the monitoring and response to cyberattacks, ensuring data privacy, and monitoring suspicious and/or threatening digital media content, in accordance with Board Policy 5125 - Student Records.

The Superintendent or designee shall provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other internet services. Such instruction shall include, but not be limited to, the dangers of posting personal information online, misrepresentation by online predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying.

Student use of district computers to access social networking sites is prohibited. To the extent possible, the Superintendent or designee shall block access to such sites on district computers with internet access.

Legal Reference:
CIVIL CODE
3120-3123 Digital equity bill of rights
EDUCATION CODE
49073.6 Student records; social media
51006 Computer education and resources
51007 Programs to strengthen technological skills
~~51870-51874 Education technology~~
~~60011 Instructional materials definition~~
~~60013 Supplementary instructional materials~~
~~60017.1 Technology based materials~~
60044 Prohibited instructional materials
PENAL CODE
313 Harmful matter
502 Computer crimes, remedies
632 Eavesdropping on or recording confidential communications
653.2 Electronic communication devices, threats to safety
UNITED STATES CODE, TITLE 15
6501-6506 Children's Online Privacy Protection Act
CODE OF FEDERAL REGULATIONS, TITLE 16
312.1-312.12 Children's Online Privacy Protection Act
UNITED STATES CODE, TITLE 20
~~6751-6777 Enhancing Education Through Technology Act, Title II, Part D~~
7101-7122 Student Support and Academic Enrichment Grants
~~6777~~ 7131 Internet safety
UNITED STATES CODE, TITLE 47
254 Universal service discounts (E-rate)
CODE OF FEDERAL REGULATIONS, TITLE 47
54.520 Internet safety policy and technology protection measures, E-rate discounts
~~Management Resources: CSBA PUBLICATIONS~~

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: January 25, 1996 Fresno, California
revised: May 23, 2012
revised: Spring __, 2025

Policy Section: 6000 Instruction

DRAFT

Fresno Unified Board Policy (BP) 7310
Naming/Renaming of Facility

The Governing Board shall name district schools and other district-owned or leased buildings, grounds, **venues** and ~~or individual~~ facilities in recognition of:

1. Individuals, living or deceased, and entities that ~~who~~ have made outstanding contributions to the **region,** county or school community
2. Individuals, living or deceased, who have made contributions of state, national or worldwide significance
3. The geographic area in which the school or building is located

The Board encourages community participation in the process of selecting names.

Community members and/or students interested in proposing a name for a school or district facility, shall gather signatures and present a naming/renaming petition to the Area Trustee in which the building, grounds, or facilities are located. All signatories shall reside within district boundaries and shall list their name and address. The petition shall include a minimum of 200 signatures.

Upon receipt of the naming/renaming petition, the Trustee shall provide a copy to the Superintendent or designee. The Communications office will conduct a survey of staff and/or students/families. The survey will be provided in all threshold languages and participants will have 30 days to complete the survey.

Upon completion of the survey, the Board shall hold a public hearing at which members of the public will be given an opportunity to provide input **for the Board's consideration. Survey results will also be presented for consideration.**

The Board reserves the authority to terminate the naming right if it determines that the grantee, subsequent to receiving the naming right, has engaged in any criminal or unlawful acts that might bring the district into disrepute. **The Board also reserves the authority to reject a naming request that violates the district's Nondiscrimination policies.**

(cf. 0410 – Nondiscrimination in District Programs And Activities)
(cf. 0415 – Diversity, Equity and Inclusion)

Legal Reference:
EDUCATION CODE
35160 Authority of governing boards

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: March 26, 1992 Fresno, California
revised: August 24, 1995
reviewed: July 31, 2001
revised: January 27, 2010
revised: _____, 2025

Policy Section: 7000 Facilities

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: June 4, 2025

ACTION REQUESTED: DISCUSS AND APPROVE

TITLE AND SUBJECT: Present and Discuss the Progress Monitoring Calendar

ITEM DESCRIPTION: Included in the Board material is a draft monitoring calendar which outlines the goals and guardrails monitoring schedule for 2025/26 and other important milestones. The calendar will be expanded to a five year calendar and presented for approval at a future board meeting.

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: Ambra O'Connor, Chief of Staff

GOALS:
EARLY LITERACY = L
LITERACY INTERVENTION = LI
COLLEGE & CAREER READINESS = CCR
LIFE SKILLS = LS

Fresno Unified School District | Analysis, Measurement, and Accountability
MEASURE - MONITOR - MOTIVATE

GUARDRAILS:
COMMUNITY ENGAGEMENT = CE
EQUITABLE ACCESS = EA
EFFECTIVE STAFF = ES
HEALTH & WELLNESS = HW

GOALS & GUARDRAILS

2025-2026 MONITORING CALENDAR

Board Meeting	Goals & Interim Goals	Guardrails & Interim Guardrails	Other
AUG	• **Early Literacy** • L2 • LI1: Establish Baseline • LI2: Establish Baseline • CCR2: Establish Baseline • CCR3: Establish Baseline	• ES2 • ES2: Establish Baseline • HW1: Establish Baseline	• Annual Agreements
SEPT	• **Literacy Intervention**	• ES3 • EA1: Establish Baseline • EA2: Establish Baseline	• Student Board Members Seated
OCT		• CE1	• CGCS Annual Conference • Board Quarterly Self-Eval. • Board Quarterly Time Eval.
NOV	• LI2 • CCR3	• ES1 • CE2: Establish Baseline • HW2: Establish Baseline • HW3: Establish Baseline	• Community Listening Sessions Begin
DEC	• **College & Career Readiness**	• EA3	• Annual Org. of the Board • CSBA Annual Conference
JAN	• L1 • LI1		• Board Committees • Board Quarterly Self-Eval. • Board Quarterly Time Eval.
FEB	• CCR1 • CCR2	• HW1	
MAR	• LI2 • CCR3	• EA2	
APR		• HW2 • HW3	• Board Quarterly Self-Eval. • Board Quarterly Time Eval.
MAY	• L1 • LI1		• Public Hearing LCAP • Public Hearing Budget
JUN	• **Life Skills**	• CE2 • EA1	• Adopt LCAP • Adopt Budget • Annual Agreements • Annual Safety Plans • Annual SELPA • Board Quarterly Self-Eval. • Board Quarterly Time Eval. • Graduations

DRAFT

ZH, MW: June 11, 2025

GOALS & GUARDRAILS

GOALS & 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.

***L1**: 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%**.*

***L2**: 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 **19%** in June 2024 to **30%** by June 2030.

***LI1**: 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 **34%** to **50%**.*

***LI2**: 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 **Y%**.*

***LI3**: 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 **Y%**.*

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.

***CCR1**: 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%**.*

***CCR2**: 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%**.*

***CCR3**: 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%**.*

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.

***LS1**: From December 2026 to December 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%**.*

***LS2**: 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%**.*

GUARDRAILS & 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.

***CE1**: By August 2025, specific criteria will be established to include in all community engagement plans.*

***CE2**: 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%**.*

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.

***EA1**: From August 2025 to June 2027, the percentage of identified Kindergarten through 6th grade students in each of the identified student groups whose academic performance is equal to or exceeds the district average as reported on iReady reading diagnostic will increase from **X%** to **Y%**.*

***EA2**: From August 2025 to June 2027, the percentage of identified 7th – 11th grade students 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%**.*

***EA3**: 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.

***ES1**: 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%**.*

***ES2**: 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%**.*

***ES3**: From June 2024 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.

***HW1**: 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%**.*

***HW2**: 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%**.*

***HW3**: 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%**.*

GOALS:
EARLY LITERACY = L
LITERACY INTERVENTION = LI
COLLEGE & CAREER READINESS = CCR
LIFE SKILLS = LS

Fresno Unified School District | Analysis, Measurement, and Accountability
MEASURE - MONITOR - MOTIVATE

GUARDRAILS:
COMMUNITY ENGAGEMENT = CE
EQUITABLE ACCESS = EA
EFFECTIVE STAFF = ES
HEALTH & WELLNESS = HW

GOALS & GUARDRAILS

2026-2027 MONITORING CALENDAR

Board Meeting	Goals & Interim Goals	Guardrails & Interim Guardrails	Other
AUG	• L2	• ES2	• Annual Agreements
SEPT	• **Literacy Intervention** • LI3: Establish Baseline	• ES3	• Student Board Members Seated
OCT			• CGCS Annual Conference • Board Quarterly Self-Eval. • Board Quarterly Time Eval.
NOV	• LI2 • CCR3 • LS1: Establish Baseline	• ES1	• Elections
DEC	• **College & Career Readiness** • LI3	• EA3	• Annual Org. of the Board • Oath of Office • CSBA Annual Conference
JAN	• L1 • LI1		• Board Committees • Board Quarterly Self-Eval. • Board Quarterly Time Eval.
FEB	• CCR1 • CCR2	• HW1	
MAR	• LI2 • CCR3	• EA2	
APR	• LS1	• HW2 • HW3	• Board Quarterly Self-Eval. • Board Quarterly Time Eval.
MAY	• **Early Literacy** • L2 • LI1		• Public Hearing LCAP • Public Hearing Budget
JUN	• **Life Skills**	• CE2 • EA1	• Adopt LCAP • Adopt Budget • Annual Agreements • Annual Safety Plans • Annual SELPA • Board Quarterly Self-Eval. • Board Quarterly Time Eval. • Graduations

DRAFT

ZH, MW: June 11, 2025

GOALS & GUARDRAILS

GOALS & 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.

***L1**: 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%**.*

***L2**: 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 **19%** in June 2024 to **30%** by June 2030.

***LI1**: 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 **34%** to **50%**.*

***LI2**: 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 **Y%**.*

***LI3**: 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 **Y%**.*

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.

***CCR1**: 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%**.*

***CCR2**: 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%**.*

***CCR3**: 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%**.*

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.

***LS1**: From December 2026 to December 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%**.*

***LS2**: 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%**.*

GUARDRAILS & 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.

***CE1**: By August 2025, specific criteria will be established to include in all community engagement plans.*

***CE2**: 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%**.*

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.

***EA1**: From August 2025 to June 2027, the percentage of identified Kindergarten through 6th grade students in each of the identified student groups whose academic performance is equal to or exceeds the district average as reported on iReady reading diagnostic will increase from **X%** to **Y%**.*

***EA2**: From August 2025 to June 2027, the percentage of identified 7th – 11th grade students 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%**.*

***EA3**: 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.

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

***HW1**: 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%**.*

***HW2**: 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%**.*

***HW3**: 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%**.*

GOALS:
EARLY LITERACY = L
LITERACY INTERVENTION = LI
COLLEGE & CAREER READINESS = CCR
LIFE SKILLS = LS

Fresno Unified School District | Analysis, Measurement, and Accountability
MEASURE - MONITOR - MOTIVATE

GUARDRAILS:
COMMUNITY ENGAGEMENT = CE
EQUITABLE ACCESS = EA
EFFECTIVE STAFF = ES
HEALTH & WELLNESS = HW

GOALS & GUARDRAILS

2027-2028 MONITORING CALENDAR

Board Meeting	Goals & Interim Goals	Guardrails & Interim Guardrails	Other
AUG	• L2 • LS2: Establish Baseline	• ES2	• Annual Agreements
SEPT	• **Literacy Intervention**	• ES3	• Student Board Members Seated
OCT	• LS2		• CGCS Annual Conference • Board Quarterly Self-Eval. • Board Quarterly Time Eval.
NOV	• LI2 • CCR3	• ES1	• Community Listening Sessions Begin
DEC	• **College & Career Readiness** • LI3	• EA3	• Annual Org. of the Board • CSBA Annual Conference
JAN	• L1 • LI1		• Board Committees • Board Quarterly Self-Eval. • Board Quarterly Time Eval.
FEB	• CCR1 • CCR2	• HW1	
MAR	• LI2 • CCR3	• EA2	
APR	• LS1	• HW2 • HW3	• Board Quarterly Self-Eval. • Board Quarterly Time Eval.
MAY	• **Early Literacy** • L2 • LI1		• Public Hearing LCAP • Public Hearing Budget
JUN	• **Life Skills**	• CE2 • EA1	• Adopt LCAP • Adopt Budget • Annual Agreements • Annual Safety Plans • Annual SELPA • Board Quarterly Self-Eval. • Board Quarterly Time Eval. • Graduations

DRAFT

ZH, MW: June 11, 2025

GOALS & GUARDRAILS

GOALS & 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.

L1: *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%**.*

L2: *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 **19%** in June 2024 to **30%** by June 2030.

LI1: *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 **34%** to **50%**.*

LI2: *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 **Y%**.*

LI3: *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 **Y%**.*

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.

CCR1: *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%**.*

CCR2: *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%**.*

CCR3: *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%**.*

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.

LS1: *From December 2026 to December 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%**.*

LS2: *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%**.*

GUARDRAILS & 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.

CE1: *By August 2025, specific criteria will be established to include in all community engagement plans.*

CE2: *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%**.*

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.

EA1: *From August 2025 to June 2027, the percentage of identified Kindergarten through 6th grade students in each of the identified student groups whose academic performance is equal to or exceeds the district average as reported on iReady reading diagnostic will increase from **X%** to **Y%**.*

EA2: *From August 2025 to June 2027, the percentage of identified 7th – 11th grade students 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%**.*

EA3: *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.

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ES2: *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%**.*

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

HW1: *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%**.*

HW2: *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%**.*

HW3: *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%**.*

GOALS:
EARLY LITERACY = L
LITERACY INTERVENTION = LI
COLLEGE & CAREER READINESS = CCR
LIFE SKILLS = LS

Fresno Unified School District | Analysis, Measurement, and Accountability
MEASURE - MONITOR - MOTIVATE

GUARDRAILS:
COMMUNITY ENGAGEMENT = CE
EQUITABLE ACCESS = EA
EFFECTIVE STAFF = ES
HEALTH & WELLNESS = HW

GOALS & GUARDRAILS

2028-2029 MONITORING CALENDAR

Board Meeting	Goals & Interim Goals	Guardrails & Interim Guardrails	Other
AUG	• L2	• ES2	• Annual Agreements
SEPT	• **Literacy Intervention**	• ES3	• Student Board Members Seated
OCT	• LS2		• CGCS Annual Conference • Board Quarterly Self-Eval. • Board Quarterly Time Eval.
NOV	• LI2 • CCR3	• ES1	• Elections
DEC	• **College & Career Readiness** • LI3	• EA3	• Annual Org. of the Board • Oath of Office • CSBA Annual Conference
JAN	• L1 • LI1		• Board Quarterly Self-Eval. • Board Quarterly Time Eval.
FEB	• CCR1 • CCR2	• HW1	
MAR	• LI2 • CCR3	• EA2	
APR	• LS1	• HW2 • HW3	• Board Quarterly Self-Eval. • Board Quarterly Time Eval.
MAY	• **Early Literacy** • L2 • LI1		• Public Hearing LCAP • Public Hearing Budget
JUN	• **Life Skills**	• CE2 • EA1	• Adopt LCAP • Adopt Budget • Annual Agreements • Annual Safety Plans • Annual SELPA • Board Quarterly Self-Eval. • Board Quarterly Time Eval. • Graduations

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ZH, MW; June 11, 2025

GOALS & GUARDRAILS

GOALS & 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.

***L1**: 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%**.*

***L2**: 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 **19%** in June 2024 to **30%** by June 2030.

***LI1**: 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 **34%** to **50%**.*

***LI2**: 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 **Y%**.*

***LI3**: 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 **Y%**.*

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.

***CCR1**: 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%**.*

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***CCR3**: 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%**.*

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.

***LS1**: From December 2026 to December 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%**.*

***LS2**: 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%**.*

GUARDRAILS & 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.

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***EA1**: From August 2025 to June 2027, the percentage of identified Kindergarten through 6th grade students in each of the identified student groups whose academic performance is equal to or exceeds the district average as reported on iReady reading diagnostic will increase from **X%** to **Y%**.*

***EA2**: From August 2025 to June 2027, the percentage of identified 7th – 11th grade students 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%**.*

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Fresno Unified School District | Analysis, Measurement, and Accountability
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GUARDRAILS:
COMMUNITY ENGAGEMENT = CE
EQUITABLE ACCESS = EA
EFFECTIVE STAFF = ES
HEALTH & WELLNESS = HW

GOALS & GUARDRAILS

2029-2030 MONITORING CALENDAR

Board Meeting	Goals & Interim Goals	Guardrails & Interim Guardrails	Other
AUG	• L2	• ES2	• Annual Agreements
SEPT	• **Literacy Intervention**	• ES3	• Student Board Members Seated
OCT	• LS2		• CGCS Annual Conference • Board Quarterly Self-Eval. • Board Quarterly Time Eval.
NOV	• LI2 • CCR3	• ES1	
DEC	• **College & Career Readiness** • LI3	• EA3	• Annual Org. of the Board • CSBA Annual Conference
JAN	• L1 • LI1		• Board Committees • Board Quarterly Self-Eval. • Board Quarterly Time Eval.
FEB	• CCR1 • CCR2	• HW1	
MAR	• LI2 • CCR3	• EA2	
APR	• LS1	• HW2 • HW3	• Board Quarterly Self-Eval. • Board Quarterly Time Eval.
MAY	• **Early Literacy** • L2 • LI1		• Public Hearing LCAP • Public Hearing Budget
JUN	• **Life Skills**	• CE2 • EA1	• Adopt LCAP • Adopt Budget • Annual Agreements • Annual Safety Plans • Annual SELPA • Board Quarterly Self-Eval. • Board Quarterly Time Eval. • Graduations

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GOALS & GUARDRAILS

GOALS & 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.

***L1**: 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%**.*

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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.

***LS1**: From December 2026 to December 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%**.*

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GUARDRAILS & INTERIM GUARDRAILS

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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.

***EA1**: From August 2025 to June 2027, the percentage of identified Kindergarten through 6th grade students in each of the identified student groups whose academic performance is equal to or exceeds the district average as reported on iReady reading diagnostic will increase from **X%** to **Y%**.*

***EA2**: From August 2025 to June 2027, the percentage of identified 7th – 11th grade students 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%**.*

***EA3**: 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.

***ES1**: 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%**.*

***ES2**: 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%**.*

***ES3**: From June 2024 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.

***HW1**: 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%**.*

***HW2**: 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%**.*

***HW3**: 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%**.*

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: June 18, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve The Fall 2025 California Dashboard Local Indicators

ITEM DESCRIPTION: Included in the Board binders is the updated information regarding the Fall 2025 California Dashboard Local Indicators and associated local indicator mandates. These local indicators include:

- Basic Instructional Materials, Teachers, Facilities
- Implementation of Academic Standards
- Parent and Family Engagement
- Local Climate Survey
- Access to a Broad Course of Study

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

PREPARED BY: Zerina Hargrove-Brown Ed.D., Assistant Superintendent

DIVISION: Analysis, Measurement, and Accountability

CABINET APPROVAL PHONE: (559) 457-3838

CABINET APPROVAL: Ambra O'Connor, Chief of Staff

Fresno Unified School District

CALIFORNIA SCHOOL DASHBOARD

LOCAL INDICATORS, ANNUAL UPDATE

5/30/2025

STATE ACCOUNTABILITY SYSTEM

California School DASHBOARD

Priority Area	State Indicator	Local Indicator
1 - Basic Services		• Basic Conditions at School
2 - Academic Standards		• Implementation of State Academic Standards
3 - Parent and Family Engagement		• Annual Parent Survey and Local Rating System
4 - Student Achievement	• Academic Indicator (ELA and Math) • English Learner Progress (ELPI)	
5 - Student Engagement	• Chronic Absenteeism • Graduation Rate	
6 - School Climate	• Suspension Rate	• Local Climate Survey
7 - Access to a Broad Course of Study		• Local Rating System
8 - Outcomes in a Broad Course of Study	• College/Career Indicator	

Fresno Unified School District

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LOCAL PERFORMANCE INDICATORS

- ❑ Basic Services and Conditions at Schools (Priority 1)
- ❑ Implementation of State Academic Standards (Priority 2)
- ❑ Parent and Family Engagement (Priority 3)
- ❑ Local Climate Survey (Priority 6)
- ❑ Access to A Broad Course of Study (Priority 7)

Basics: Teachers, Instructional Materials, Facilities	Implementation of Academic Standards	Parent and Family Engagement	Local Climate Survey
Access to a Broad Course of Study			

Fresno Unified School District

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LOCAL PERFORMANCE INDICATORS RATINGS

Priority Area	Local Indicator	2022-2023 Rating	2023-2024 Rating	2024-2025 Rating Submission
1 – Basic Services	Basic Conditions at School	Met	Met	**Met**
2 – Academic Standards	Implementation of State Academic Standards	Met	Met	**Met**
3 – Parent Engagement	Annual Parent Survey and Local Rating System	Met	Met	**Met**
6 – School Climate	Local Climate Survey	Met	Met	**Met**
7 – Access to a Broad Course of Study	Local Rating System	Met	Met	**Met**

PRIORITY 1, BASIC SERVICES AND CONDITIONS AT SCHOOL

Local Indicator	2022-2023 Rating	2023-2024 Rating	2024-2025 Rating Submission
Student Access to Instructional Materials	100%	100%	**100%**
Facilities Properly Maintained*	100%	99%	**97%**

* Score based on the State's Facility Inspection Tool (FIT), which is utilized to identify if a school facility is in "good repair" as defined by Ed Code 17002(d)(2). As part of the school accountability report card, districts are required to assess the safety, cleanliness, and adequacy of school facilities. "Good repair" means the facility is maintained in a manner that provides a clean, safe and functional environment. In 2024-25, three sites (Ahwahnee, Fulton, Roosevelt) reported an overall rating of "Fair".

Local Indicator	2024-2025 Submission
Teacher Assignment Monitoring Outcome Data**	Provided from DataQuest Report for 2023-24

** Data available about appropriately assigned teachers at schools through Dataquest Teaching Assignment with School Data report, Teaching Assignment Monitoring Outcomes by Full-Time Equivalent (FTE). Report for 2023-24 has not been published as of 5/26/25, but it will be shared as soon as it is released.

PRIORITY 2, IMPLEMENTATION OF STATE ACADEMIC STANDARDS

Districts have two options for providing a summary of their progress in this area:

- Provide a narrative summary of their progress in the implementation of state academic standards based on locally selected measures or tools
- Complete a CDE approved reflection tool with the following rating scale (lowest to highest):
  - 1 – Exploration and Research Phase
  - 2 – Beginning Development
  - 3 – Initial Implementation
  - 4 – Full Implementation
  - 5 – Full Implementation and Sustainability

PRIORITY 2, IMPLEMENTATION OF STATE ACADEMIC STANDARDS (QUESTION 1)

Recently Adopted Academic and/or Curricular Frameworks

Rate progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks.

Content Area	2022-2023 Rating	2023-2024 Rating	2024-2025 Rating Submission
Common Core State Standards for ELA	Full Implementation	Full Implementation and Sustainability	**Full Implementation and Sustainability**
ELD (Aligned to ELA Standards)	Full Implementation	Full Implementation	**Full Implementation and Sustainability**
Common Core State Standards for Math	Full Implementation and Sustainability	Full Implementation and Sustainability	**Full Implementation and Sustainability**
Next Generation Science Standards (NGSS)	Initial Implementation	Initial Implementation	**Initial Implementation**
History / Social Science	Full Implementation	Initial Implementation	**Initial Implementation**

PRIORITY 2, IMPLEMENTATION OF STATE ACADEMIC STANDARDS (QUESTION 2)

Recently Adopted Academic and/or Curricular Frameworks

Rate progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught.

Content Area	2022-2023 Rating	2023-2024 Rating	2024-2025 Rating Submission
Common Core State Standards for ELA	Full Implementation and Sustainability	Full Implementation and Sustainability	**Full Implementation and Sustainability**
ELD (Aligned to ELA Standards)	Full Implementation	Full Implementation	**Full Implementation**
Common Core State Standards for Math	Full Implementation and Sustainability	Full Implementation	**Full Implementation and Sustainability**
Next Generation Science Standards (NGSS)	Initial Implementation	Initial Implementation	**Full Implementation**
History / Social Science	Full Implementation	Full Implementation	**Initial Implementation**

PRIORITY 2, IMPLEMENTATION OF STATE ACADEMIC STANDARDS (QUESTION 3)

Recently Adopted Academic and/or Curricular Frameworks

Rate progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks.

Content Area	2022-2023 Rating	2023-2024 Rating	2024-2025 Rating Submission
Common Core State Standards for ELA	Full Implementation	Full Implementation and Sustainability	**Full Implementation and Sustainability**
ELD (Aligned to ELA Standards)	Full Implementation	Full Implementation	**Full Implementation and Sustainability**
Common Core State Standards for Math	Full Implementation and Sustainability	Full Implementation	**Full Implementation**
Next Generation Science Standards (NGSS)	Initial Implementation	Full Implementation	**Full Implementation**
History/Social Science	Initial Implementation	Initial Implementation	**Initial Implementation**

PRIORITY 2, IMPLEMENTATION OF STATE ACADEMIC STANDARDS (QUESTION 4)

Other Adopted Academic Frameworks

Rate the LEA's progress implementing each of the following academic standards adopted by the state board for all students.

Content Area	2022-2023 Rating	2023-2024 Rating	2024-2025 Rating Submission
Career Technical Education	Full Implementation	Full Implementation	**Full Implementation**
Health Education Content Standards	Full Implementation	Full Implementation	**Full Implementation**
Physical Education Model Content Standards	Full Implementation	Full Implementation	**Full Implementation**
Visual Performing Arts	Initial Implementation	Initial Implementation	**Full Implementation**
World Language	Initial Implementation	Initial Implementation	**Full Implementation**

PRIORITY 2, IMPLEMENTATION OF STATE ACADEMIC STANDARDS (QUESTION 5)

Support for Teachers and Administrators

Rate the district's success at engaging in the following activities with teachers and school administrators.

Activities	2022-2023 Rating	2023-2024 Rating	2024-2025 Rating Submission
Identifying professional learning needs of groups of teachers or staff as a whole	Full Implementation and Sustainability	Full Implementation and Sustainability	**Full Implementation and Sustainability**
Identifying professional learning needs of individual teachers	Full Implementation and Sustainability	Full Implementation and Sustainability	**Full Implementation and Sustainability**
Providing support for teachers on the standards they have not yet mastered	Full Implementation	Full Implementation	**Full Implementation**

PRIORITY 3, PARENT ENGAGEMENT

Parent Engagement

Rate how the district addresses receiving parent input in decision-making and promoting parental participation in education programs for students.

Area Summary	2022-2023 Rating	2023-2024 Rating	2024-2025 Rating Submission
Developing the capacity of staff	Initial Implementation	Full Implementation	**Full Implementation**
Creating welcoming environments	Full Implementation	Full Implementation	**Full Implementation**
Supporting staff to learn about each family	Beginning Development	Full Implementation	**Full Implementation**
Developing multiple opportunities for the LEA and school sites to engage in two-way communication	Initial Development	Full Implementation and Sustainability	**Full Implementation and Sustainability**

PRIORITY 3, PARENT ENGAGEMENT (CONT'D)

Parent Engagement

Rate how the district addresses receiving parent input in decision-making and promoting parental participation in education programs for students.

Area Summary	2022-2023 Rating	2023-2024 Rating	2024-2025 Rating Submission
Providing professional learning and support to teachers and principals	Initial Implementation	Initial Implementation	**Full Implementation**
Providing families with information and resources	Full Implementation	Full Implementation and Sustainability	**Full Implementation and Sustainability**
Implementing policies or programs for teachers to meet with families and students	Initial Implementation	Initial Implementation	**Full Implementation and Sustainability**
Supporting families to understand and exercise their legal rights	Initial Implementation	Full Implementation and Sustainability	**Full Implementation and Sustainability**

PRIORITY 3, PARENT ENGAGEMENT (CONT'D)

Parent Engagement

Rate how the district addresses receiving parent input in decision-making and promoting parental participation in education programs for students.

Area Summary	2022-2023 Rating	2023-2024 Rating	2024-2025 Rating Submission
Building the capacity of and supporting principals and staff	Full Implementation	Full Implementation	**Full Implementation and Sustainability**
Building the capacity of and supporting family members	Full Implementation	Full Implementation and Sustainability	**Full Implementation and Sustainability**
Providing all families with opportunities to provide input	Initial Implementation	Full Implementation and Sustainability	**Full Implementation and Sustainability**
Providing opportunities to have families, teachers, principals, and district administrators work together	Initial Implementation	Full Implementation	**Full Implementation**

PRIORITY 6, SCHOOL CLIMATE

Questions in this Domain Include:

- *I feel like I belong at my school.*
- *I have a voice and feel heard at my school.*
- *I have opportunities to be part of discussions and activities in my classroom.*
- *I have opportunities to be part of extra curricular activities at school (example: sports, clubs, music, etc.)*
- *There is an adult at my school who cares about me.*
- *Students at this school care about each other.*

Local Climate Survey – Student Engagement

To align with the strategic plan, the local climate survey was revised (2021-2022) with the development of domains which allow the analysis of data between measures as well as articulate change between administrations.

Survey Indicator	2022-2023 Rating	2023-2024 Rating	2024-2025 Rating Submission
Positive Ratings Within the Student Survey "Student Engagement" Domain	77.6%	79.2%	**81.5%**

Fresno Unified School District

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PRIORITY 6, SCHOOL CLIMATE

Questions in this Domain Include:

- *I feel safe at school.*
- *I know the school rules and what is expected of me.*
- *Adults at my school treat all students fairly.*
- *I have experienced the following forms of bullying and/or harassment, within the past thirty days: Physical, Verbal, or Virtual*
- *Within the past thirty days, I have been bullied or harassed because of: Appearance, Culture, Disability, Gender Identity, Race, Religion, Sexual Orientation, Other*

Local Climate Survey – School Environment

To align with the strategic plan, the local climate survey was revised (2021-2022) with the development of domains which allow the analysis of data between measures as well as articulate change between administrations.

Survey Indicator	2022-2023 Rating	2023-2024 Rating	2024-2025 Rating Submission
Positive Ratings Within the Student Survey "School Environment" Domain	71.6%	72.1%	**73.2%**

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PRIORITY 7, ACCESS TO A BROAD COURSE OF STUDY

Local Rating System

Indicator	2022-2023 Rating	2023-2024 Rating	2024-2025 Rating Submission
Percentage of students enrolled in grades 1-6 who have access to and are enrolled in a broad course of study	100%	100%	**100%**
Percentage of students enrolled in grades 7-12 who have access to and are enrolled in a broad course of study	100%	100%	**100%**

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: Jun 18, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve the Fresno Unified Special Education Local Plan Area's Local Plan for the 2025/26 School Year

ITEM DESCRIPTION: Included in the Board material is the Fresno Unified School District 2025/26 Special Education Local Plan Area (SELPA) Local Plan. The Local Plan is comprised of four sections: contacts and certifications, governance and administration, the annual budget plan, and the annual service plan.

An approved Local Plan must be submitted annually to the California Department of Education (CDE) by June 30. Once approved by CDE, the plan will be posted to the Special Education website in English, Spanish, and Hmong.

The contacts and certifications, annual budget plan, and annual service plan sections cover the period of July 01, 2025, through June 30, 2026. The governance and administration section was updated this year and covers the period from July 01, 2025, through June 30, 2028.

On June 12, 2025, a public hearing was held at the Adult Transition Program (ATP) Fairmont site to review all sections of the SELPA Local Plan with any member of the public who chose to attend. Public notice of the hearing was provided in the following ways:

- Public notices were posted at each school site in English, Spanish, and Hmong.
- Announcements were posted in English, Spanish, and Hmong on the Special Education Department's website.
- A written public notice was published in the Fresno Bee on May 28, 2025, and May 30, 2025.
- A recorded message was sent to families of students receiving special education services through School Messenger on June 02, 2025, and June 09, 2025.

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 (Jun 1, 2025 22:43 PDT)

SELPA	Fresno Unified School District	Fiscal Year	2025-26

LOCAL PLAN

Section A: Contacts and Certifications

SPECIAL EDUCATION LOCAL PLAN AREA

California Department of Education

Special Education Division

Local Plan Annual Submission

SELPA Fresno Unified School District | Fiscal Year 2025-26

Contact Information and Certification Requirements

A1. Check the box or boxes that best represents the SELPA's Local Plan submission to the California Department of Education (CDE):

☐ *NEW* SELPA (for proposed multiple Local Educational Agency (LEA) SELPA, or COE joined SELPA only)

☐ Local Plan Section B: Governance and Administration

☒ Local Plan Section D: Annual Budget Plan

☐ Select if this Local Plan Section D submission was revised after June 30th due date

- Local Plan Section D
- Certifications 2, 3, 4 and 5 are required
- Attachments I-V are required
- If the submission is an amendment of special education revenues and/or expenditures previously reported to the CDE due to changes in services and programs provided by LEAs within the SELPA, then the SELPA must also submit an amendment for Local Plan Section E: Annual Service Plan, along with Attachment VI and VII.

☒ Local Plan Section E: Annual Service Plan

☐ Select if this Local Plan Section E submission was revised after June 30th due date

- Local Plan Section E
- Certifications 2, 3, 4 and 5 are required
- Attachments I and VI are required
- If the submission is an amendment of programs and services previously reported to the CDE that affect the allocation of special education funds to LEAs within the SELPA, then the SELPA must also submit an amendment for Local Plan Section D: Annual Budget Plan, along with Attachments II-V and VII.

☐ Local Educational Agency Membership Changes

A2. SELPA Identification

Enter the 4-digit SELPA code issued by the CDE. SELPA codes can be found on the CDE website located at http://www.cde.ca.gov/sp/se/as/caselpas.asp.

SELPA 1011

Section A: Contacts and Certifications

SELPA	Fresno Unified School District	Fiscal Year	2025-26

A3. SELPA Director Contact Information

Enter address information for the SELPA. Include current SELPA Director contact information. NOTE: SELPA Director position changes do not require amendments to the Local Plan. However, in such cases the new SELPA Director assumes the responsibility for the contents and implementation of the last approved Local Plan filed with the CDE.

SELPA Name	Fresno Unified School District		
Street Address	890 S. 10th St.	Zip Code	93702
City	Fresno	County	Fresno
Mailing Address	890 S. 10th St.		
City	Fresno	Zip Code	93702
Director First Name	Patrick	Administrator Last Name	Morrison
Director Title	Executive Director, Special Education		
Director's Email	patrick.morrison@fresnounified.org		
Telephone	(559) 457-3220	Extension	3275

A4. Administrative Entity (Responsible Local Agency or Person (as applicable) Contact Information

Enter information for the current administrative entity. This is the responsible local agency or, an administrative unit for a multiple LEA SELPA or COE joined SELPA; or an identified responsible person for a single LEA SELPA. In either case, the administrative entity identified is responsible for the implementation and/or fiscal administration of the Local Plan and must electronically sign Certification 1 and 2.

Administrative Entity Name	Fresno Unified School District		
Street Address	2309 Tulare Street	Zip Code	93721
City	Fresno	County	Fresno
Contact First Name	Mao Misty	Last Name	Her
Contact Title	Superintendent		

Section A: Contacts and Certifications

SELPA Fresno Unified School District

Fiscal Year 2025-26

Email misty.her@fresnounified.org

Telephone (559) 457-3000 Extension

Special Education Local Plan Area Review Requirements

Community Advisory Committee

A5. Pursuant to California *Education Code* (*EC*) sections 56194(a) and (b); and 56205(a)(12)(E) and (b)(7), the SELPA must involve the Community Advisory Committee (CAC) at regular intervals during the development and review of each Local Plan section. The SELPA collaborated with the CAC throughout the development, amendment, and review of all Local Plan sections included with this submission?

☐ Yes ☐ No ☒ N/A (Section D and/or Section E submissions)

A6. Pursuant to *EC* Section 56207(b)(7), the Local Plan section(s): Section B: Governance and Administration: Annual Service Plan must be provided to the CAC for final review 30 days prior to the plan being submitted the CDE.

The Local Plan was submitted to the CAC on:

☒ N/A (Section D and/or Section E submissions)

County Office of Education

A7. Pursuant to *EC* sections 56140, 56195.1(c), and 56205, within 45 days, the COE, or COEs (as applicable) must approve or disapprove any proposed Local Plan, including any amendment submitted by a SELPA within the county or counties. Enter the COE or COEs responsible for, coordinating special education services within a county, reviewing, and approving the Local Plan.

Select the "Add COE" button to add additional COEs as needed. Users my select the "checkbox" next to the COE entry and the "Delete COE" to remove entries as necessary.

☐ COE responsible for approving the Local Plan

Fresno County Superintendent of Schools

Local Plan section(s) was/were provided to the COE(s) listed for approval on

Add COE **Delete COE**

Section A: Contacts and Certifications

SELPA	Fresno Unified School District	Fiscal Year	2025-26

Public Hearing Requirements

Local Plan Section D: Annual Budget Plan and Section E: Annual Service Plans

Public Hearing notices must be posted at each school site informing the public of the SELPA Public Hearing for the adoption of Local Plan Section D: Annual Budget Plan, and/or Local Plan Section E: Annual Service Plan at least 15 days before the hearing. Evidence of the posting should be maintained and made available to the CDE upon request.

A8. Local Plan Section D: Annual Budget Plan Public Hearing

Most Recent School Site Posting Date	May 20, 2025
SELPA Public Hearing Date	Jun 12, 2025

A9. Local Plan Section E: Annual Service Plan Public Hearing

Most Recent School Site Posting Date	May 20, 2025
SELPA Public Hearing Date	Jun 12, 2025

Submitting the Local Plan to the California Department of Education

STEP 1: Contacts and Certifications

Section A is required when submitting any and all Local Plan sections to the CDE for approval. Certifications and applicable attachments associated with the type of submission identified in item A1 above must be included with each submission.

STEP 2: SELPA Governance Structure

A10. For the purposes of special education, the governing board of a district/charter LEA must elect to participate in a SELPA. The SELPA's governance structure is defined by this election. The SELPA meets requirements and has elected the following governance structure for the Local Plan. Select one of the following three choices:

- [x] Single LEA SELPA: This selection includes only one district LEA; or
- [ ] Multiple LEA SELPA: This selection includes one district or charter LEA together with one or more additional district or charter LEA(s), or a combination thereof (this selection does not include a COE); or
- [ ] COE Joined SELPA: A district (or charter) LEA(s) joined with a COE(s) to form a SELPA (this selection includes one or more district or charter LEA(s) *AND* one or more COEs).

Section A: Contacts and Certifications

SELPA Fresno Unified School District

Fiscal Year 2025-26

STEP 3: Prior Submissions

A11. Enter the fiscal year of the previously submitted Local Plan section:

Section B: Governance and Administration	2024-25
Section D: Annual Budget Plan	2024-25
Section E: Annual Service Plan	2024-25

STEP 4: Local Plan Collaboration

A12. Many representatives of the community are involved in the development of all sections of a Local Plan. In this table, report the participation of key stakeholders required to participate in regular meetings by *EC* sections 56001(f) and 56192 including administrators, general education teachers, special education teachers, members of the CAC, parents selected by the CAC, or other persons concerned with individuals with exceptional needs. Include the agency, first and last name, the title of each participant who was involved in the collaboration in the development of the Local Plan sections, and the section worked on. Select the "Add" button to insert a new row and the "-" button to delete the corresponding row.

Add	Agency	First and Last Name	Title	Section
-	CAC	Ana Carrillo	Parent	Multiple
-	CAC	Claudia Ruiz-Alvarez	Parent	Multiple
-	Fresno Unified School District	David Byers	Teacher-Gen. Ed.	Multiple
-	Fresno Unified School District	Ebony Hailey	Administrator-Spec. Ed.	All
-	CAC	Eileen Jane Giron	Parent	Multiple
-	CAC	Gloria J. Herrera	Parent	Multiple
-	Fresno Unified School District	Gretchen Saldana	Administrator-Gen. Ed.	Multiple
-	CAC	Jacqueline Huerta	Parent	Multiple
-	CAC	Julie Wong	CAC	All
-	Fresno Unified School District	Laurie Henkel	Administrator-Spec. Ed.	All

Section A: Contacts and Certifications

SELPA Fresno Unified School District

Fiscal Year 2025-26

Add	Agency	First and Last Name	Title	Section
-	CAC	Maricruz Flores M.	Parent	Multiple
-	Fresno Unified School District	Mel Council	Administrator-Spec. Ed.	All
-	Fresno Unified School District	Michael Fletcher	Administrator-Spec. Ed.	All
-	CAC	Monica Sauceda	Teacher-Spec. Ed.	Multiple
-	Fresno Unified School District	Nichole Morales	Other	Section E
-	CAC	Patricia Camarillo	Other	Multiple
-	Fresno Unified School District	Patrick Morrison	Administrator-Spec. Ed.	All
-	CAC	Patrick Sauceda	Teacher-Spec. Ed.	Multiple
-	Fresno Unified School District	Richard Ojeda	Other	Section D
-	Fresno Unified School District	Shertao Vang	Other	Multiple
-	Fresno Unified School District	Tangee Pinheiro	Administrator-Spec. Ed.	Multiple

STEP 5: Certifications

A13. Select the check box below to indicate which of the five certifications are being submitted. Include the total number of each type of certification being submitted.

- ☐ Certification 1: SELPA Local Plan Section B: Governance and Administration
- ☒ Certification 2: SELPA Local Plan Section D: Annual Budget Plan and Section E: Annual Service Plan
- ☒ Certification 3: COE (Required for all SELPA Local Plan Sections B, D, and E)

  Number Submitted 1
- ☐ Certification 4: CAC (Required for all SELPA Local Plan Sections B)
- ☒ Certification 5: LEA (Required for all SELPA Local Plan Sections B, D, and E)

  Number Submitted 1

STEP 6: Electronic Signatures

A14. All applicable certifications must be electronically signed and included with the Local Plan.

STEP 7: Final Check

- All certifications submitted to the CDE must be electronically signed.
- Local Plan must be submitted to the CDE using the SELPA's assigned Box.com web address.
- In order to facilitate the timely processing, approval, and distribution of SELPA funding, please submit the Local Plan in the original, CDE-approved format. All templates are coded for the CDE's record keeping purposes.
- Handwritten, scanned, or modified templates remove the coding from the fields and impede the CDE's processing of the Local Plan. In such cases, SELPAs may be required to resubmit handwritten, scanned, or modified Local Plans that are not saved in the original 2022–23 CDE Local Plan Submission template provided, resulting in a delay in approval and funding.

Section A: Contacts and Certifications

SELPA Fresno Unified School District

Fiscal Year 2025-26

Certification 1
Local Plan Section B: Governance and Administration

IMPORTANT: Certification 1 is required when the information being submitted to the CDE is related to Local Plan Section B: Governance and Administration.

I certify the attached Governance and Administration Local Plan section has been adopted by all LEA members listed in Attachment I and is the basis for the operation and administration of special education programs. I further assure the agency(ies) represented herein will meet all applicable requirements of state and federal laws, regulations, and state policies and procedures, including compliance with the Individuals with Disabilities Education Act (IDEA), Title 20 of *United States Code* (*USC*) 1400 et seq., implementing regulations under; the Federal Rehabilitation Act of 1973, 29 *USC,* Chapter 16 as applicable; the Federal Americans with Disabilities Act of 1990, 42 *USC,* 12101 et seq.; *Code of Federal Regulations,* Title 34, Parts 300 and 303; *EC* Part 30; and the *California Code of Regulations,* Title 5, Chapter 3, Division 1.

C1-1. I certify the SELPA governance and administrative structure as a:

☒ Single LEA SELPA ☐ Multiple LEA SELPA ☐ COE Joined SELPA

C1-2. The SELPA collaborated with the CAC throughout the development, amendment, and review of all Local Plan sections included with this submission?

☒ Yes ☐ No (If the answer is "NO," please include comments.)

C1-3. The SELPA reviewed and considered comments provided by the CAC regarding this Local Plan submission.

☒ Yes ☐ No (If the answer is "NO," please include comments.)

C1-4. Specific web address where the SELPA Local Plan, including all sections, is posted.

fresnounified.org/departments/special-education/parent-resources/special-education-documents

Mao Misty Her

Administrative Entity Signature*

May 22, 2025

Date

Superintendent

SELPA Governance Council or Responsible Individual

May 22, 2025

Date

Section A: Contacts and Certifications

SELPA Fresno Unified School District

Fiscal Year 2025-26

Patrick Morrison

SELPA Administrator

May 22, 2025

Date

*The responsible individual identified as the Administrative Entity in item A4 of Section A must electronically sign here.

Section A: Contacts and Certifications

SELPA Fresno Unified School District

Fiscal Year 2025-26

Certification 2
Local Plan Section D: Annual Budget Plan and Section E: Annual Service Plan

IMPORTANT: Certification 2 is required when the information being submitted to the CDE is related to Local Plan Section D: Annual Budget Plan and/or Section E: Annual Service Plan.

I certify the attached Local Plan Section Section D: Annual Budget Plan and/or Section E: Annual Service Plan was/were adopted at a SELPA public hearing(s) and is/are the basis for the operation and administration of special education programs specified herein. I further assure the LEAs identified in Attachment I will meet all applicable requirements of state and federal laws, regulations, and state policies and procedures, including compliance with the *I*ndividuals with Disabilities Education Act (IDEA), Title 20 of *United States Code* (*USC*) 1400 et seq., implementing regulations under; the Federal Rehabilitation Act of 1973, 29 *USC,* Chapter 16 as applicable; the Federal Americans with Disabilities Act of 1990, 42 *USC,* 12101 et seq.; *Code of Federal Regulations,* Title 34, Parts 300 and 303; *EC* Part 30; and the *California Code of Regulations,* Title 5, Chapter 3, Division 1.

C2-1. I certify the SELPA governance and administrative structure as a:

☒ Single LEA SELPA ☐ Multiple LEA SELPA ☐ COE Joined SELPA

☒ Yes ☐ No (If the answer is "NO," please include comments.)

C2-2. Specific web address where the SELPA Local Plan, including all sections, is posted.

fresnounified.org/departments/special-education/parent-resources/special-education-documents

Mao Misty Her

Administrative Entity Signature*

May 22, 2025

Date

Mao Misty Her

SELPA Governance Council or Responsible Individual

May 22, 2025

Date

Patrick Morrison

SELPA Administrator

May 22, 2025

Date

*The responsible individual identified as the Administrative Entity in Item A4 of Section A must electronically sign here.

SELPA Fresno Unified School District

Fiscal Year 2025-26

LOCAL PLAN

Section D: Annual Budget Plan

SPECIAL EDUCATION LOCAL PLAN AREA

California Department of Education

Special Education Division

Local Plan Annual Submission

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Local Plan Section D: Annual Budget Plan

Projected special education budget funding, revenues, and expenditures by LEAs are specified in **Attachments II–V.** This includes supplemental aids and services provided to meet the needs of students with disabilities as defined by the Individuals with Disabilities Education Act (IDEA) who are placed in regular education classrooms and environments, and those who have been identified with low incidence disabilities who also receive special education services.

IMPORTANT: Adjustments to any year's apportionment must be received by the California Department of Education (CDE) from the SELPA prior to the end of the first fiscal year (FY) following the FY to be adjusted. The CDE will consider and adjust only the information and computational factors originally established during an eligible FY, if the CDE's review determines that they are correct. California *Education Code* (*EC*) Section 56048

Pursuant to *EC* Section 56195.1(2)(b)(3), each Local Plan must include the designation of an administrative entity to perform functions such as the receipt and distribution of funds. Any participating local educational agency (LEA) may perform these services. The administrative entity for a multiple LEA SELPA or an LEA that joined with a county office of education (COE) to form a SELPA, is typically identified as a responsible local agency or administrative unit. Whereas, the administrative entity for single LEA SELPA is identified as a responsible individual. Information related to the administrative entity must be included in Local Plan Section A: Contacts and Certifications.

Section D: Annual Budget Plan

SELPA Fresno Unified School District

Fiscal Year 2025-26

TABLE 1

Special Education Projected Revenue Reporting (Items D-1 to D-3)

D-1. Special Education Revenue by Source

Using the fields below, identify the special education projected revenue by funding source. The total projected revenue and the percent of total funding by source is automatically calculated.

Funding Revenue Source	Amount	Percentage of Total Funding
Assembly Bill (AB) 602 State Aid	65,329,049	24.99%
AB 602 Property Taxes		0.00%
Federal IDEA Part B	14,720,405	5.63%
Federal IDEA Part C	102,803	0.04%
State Infant/Toddler	1,529,391	0.59%
State Mental Health	5,203,176	1.99%
Federal Mental Health	969,060	0.37%
Other Projected Revenue	173,526,331	66.39%
Total Projected Revenue:	261,380,215	**100.00%**

D-2. "Other Revenue" Source Identification

Identify all revenue identified in the "Other Revenue" category above, by revenue source, that is received by the SELPA specifically for the purpose of special education, including any property taxes allocated to the SELPA pursuant to *EC* Section 2572. *EC* Section 56205(b)(1)(B)

Revenue that supports SELPA expenditures including restricted federal and state funding sources not identified in categories above: grants, local funding and unrestricted general fund contribution.

D-3. Attachment II: Distribution of Projected Special Education Revenue

Using the form template provided in **Attachment II**, complete a distribution of revenue to all LEAs participating in the SELPA by funding source.

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Fiscal Year 2025-26

TABLE 2

Total Projected Budget Expenditures by Object Code (Items D-4 to D-6)

D-4. Total Projected Budget by Object Code

Using the fields below, identify the special education expenditures by object code. The total expenditures and the percent of total expenditures by object code is automatically calculated.

Object Code	Amount	Percentage of Total Expenditures
Object Code 1000—Certificated Salaries	98,678,316	37.75%
Object Code 2000—Classified Salaries	45,842,348	17.54%
Object Code 3000—Employee Benefits	75,987,523	29.07%
Object Code 4000—Supplies	964,159	0.37%
Object Code 5000—Services and Operations	23,668,457	9.06%
Object Code 6000—Capital Outlay	0	0.00%
Object Code 7000—Other Outgo and Financing	16,239,412	6.21%
Total Projected Expenditures:	261,380,215	100.00%

D-5. Attachment III: Projected Local Educational Agency Expenditures by Object Code

Using the templates provided in **Attachment** III, complete a distribution of projected expenditures by LEAs participating in the SELPA by object code.

D-6. Code 7000—Other Outgo and Financing

Include a description for the expenditures identified under object code 7000:

District indirect cost and non-public school/agency tuition.

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TABLE 3

Federal, State, and Local Revenue Summary (Items D-7 to D-8)

D-7. Federal Categorical, State Categorical, and Local Unrestricted Funding

Using the fields below, enter the projected funding by revenue jurisdiction. The "Total Revenue From All Sources" and the "Percentage of Total Funding fields are automatically calculated.

Revenue Source	Amount	Percentage of Total Funding
Projected State Special Education Revenue	76,650,088	29.33%
Projected Federal Revenue	14,737,420	5.64%
Local Contribution	169,992,707	65.04%
Total Revenue from all Sources:	261,380,215	100.00%

D-8. Attachment IV: Projected Revenue by Federal, State, and Local Funding Source by Local Educational Agency

Using the CDE-approved template provided in **Attachment IV**, provide a complete distribution of revenues to all LEAs participating in the SELPA by federal and state funding source.

D-9. Special Education Local Plan Area Allocation Plan

a. Describe the SELPA's allocation plan, including the process or procedure for allocating special education apportionments, including funds allocated to the RLA/AU/responsible person pursuant to *EC* Section 56205(b)(1)(A).

Fresno Unified School District is a single LEA SELPA.

b. ☒ YES ☐ NO

If the allocation plan specifies that funds will be apportioned to the RLA/AU/AE, or to the SELPA administrator (for single LEA SELPAs), the administrator of the SELPA, upon receipt, distributes the funds in accordance with the method adopted pursuant to *EC* Section 56195.7(i). This allocation plan was approved according to the SELPA's local policymaking process and is consistent with SELPA's summarized policy statement identified in Local Plan Section B: Governance and Administration item B-4. If the response is "NO," then either Section D should be edited, or Section B must be amended according to the SELPA's adopted policy making process, and resubmitted to the COE and CDE for approval.

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TABLE 4

Special Education Local Plan Area Expenditures (Items D-10 to D-11)

D-10. Regionalized Operations Budget

Using the fields below, identify the total operating expenditures projected for the SELPA, exclusively. Expenditure line items are according SACS object codes. Include the projected amount budgeted for the SELPA's exclusive use. The "Percent of Total" expenses is automatically calculated. NOTE: Table 4 does not include district LEA, charter LEA, or COE LEA expenditures, there is no Attachment to be completed for Table 4.

Accounting Categories and Codes	Amount	Percentage of Total
Object Code 1000—Certificated Salaries	98,678,316	37.75%
Object Code 2000—Classified Salaries	45,842,348	17.54%
Object Code 3000—Employee Benefits	75,987,523	29.07%
Object Code 4000—Supplies	964,159	0.37%
Object Code 5000—Services and Operations	23,668,457	9.06%
Object Code 6000—Capital Outlay	0	0.00%
Object Code 7000—Other Outgo and Financing	16,239,412	6.21%
Total Projected Operating Expenditures:	261,380,215	100.00%

D-11. Object Code 7000 --Other Outgo and Financing Description

Include a description of the expenditures identified under "Object Code 7000—Other Outgo and Financing" by SACS codes. See Local Plan Guidelines for examples of possible entries.

District indirect cost and non-public school/agency tuition.

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TABLE 5

Supplemental Aids and Services and Students with Low Incidence Disabilities (D-12 to D-15)

The standardized account code structure (SACS), goal 5760 is defined as "Special Education, Ages 5–22." Students with a low incidence (LI) disability are classified severely disabled. The LEA may elect to have locally defined goals to separate low-incidence disabilities from other severe disabilities to identify these costs locally.

D-12. Defined Goals for Students with LI Disabilities

Does the SELPA, including all LEAs participating in the SELPA, use locally defined goals to separate low-incidence disabilities from other severe disabilities?

☒ YES ☐ NO

D-13. Total Projected Expenditures for Supplemental Aids and Services in the Regular Classroom and for Students with LI Disabilities

Enter the projected expenditures budgeted for Supplemental Aids and Services (SAS) disabilities in the regular education classroom.	7,961,646

D-14. Total Projected Expenditures for Students with LI Disabilities

Enter the total projected expenditures budgeted for students with LI disabilities.	1,777,097

D-15. Attachment V: Projected Expenditures by LEA for SAS Provided to Students with Exceptional Needs in the Regular Classroom and Students with LI Disabilities

Using the current CDE-approved template provided for Attachment V, enter the SELPA's projected funding allocations to each LEA for the provision of SAS to students with exceptional needs placed in the regular classroom setting and for those who are identified with LI disabilities. Information included in this table must be consistent with revenues identified in Section D, Table 5.

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LOCAL PLAN

Section E: Annual Service Plan

SPECIAL EDUCATION LOCAL PLAN AREA

California Department of Education

Special Education Division

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Local Plan Section E: Annual Service Plan

California *Education Code* (*EC*) sections 56205(b)(2) and (d); 56001; and 56195.9

The Local Plan Section E: Annual Service Plan must be adopted at a public hearing held by the SELPA. Notice of this hearing shall be posted in each school in the SELPA at least 15 days before the hearing. Local Plan Section E: Annual Service Plan may be revised during any fiscal year according to the SELPA's process as established and specified in Section B: Governance and Administration portion of the Local Plan consistent with *EC* sections 56001(f) and 56195.9. Local Plan Section E: Annual Service Plan must include a description of services to be provided by each local educational agency (LEA), including the nature of the services and the physical location where the services are provided (Attachment VI), regardless of whether the LEA is participating in the Local Plan.

Services Included in the Local Plan Section E: Annual Service Plan

All entities and individuals providing related services shall meet the qualifications found in Title 34 of the *Code of Federal Regulations* (34 *CFR*) Section 300.156(b), Title 5 of the *California Code of Regulations* (5 *CCR*) 3001(r) and the applicable portions 3051 et. seq.; and shall be either employees of an LEA or county office of education (COE), employed under contract pursuant to *EC* sections 56365-56366, or employees, vendors or contractors of the State Departments of Health Care Services or State Hospitals, or any designated local public health or mental health agency. Services provided by individual LEAs and school sites are to be included in **Attachment VI**.

Include a description each service provided. If a service is not currently provided, please explain why it is not provided and how the SELPA will ensure students with disabilities will have access to the service should a need arise.

☒ 330–Specialized Academic Instruction/
Specially Designed Instruction

Provide a detailed description of the services to be provided under this code.

Adapting, as appropriate, to the needs of the child with a disability the content, methodology, or delivery of instruction to ensure access of the child to the general curriculum, so that he or she can meet the educational standards within the jurisdiction of the public agency that apply to all children. (34 CFR 300.39(b)(3)).

☐ *Service is Not Currently Provided*

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☒ 210–Family Training, Counseling, Home Visits (Ages 0-2 only)

☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

This service includes: services provided by social workers, psychologists, or other qualified personnel to assist the family in understanding the special needs of the child and enhancing the child's development.

☐ 220–Medical (Ages 0-2 only)

☒ *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

There are currently no students in Fresno Unified SELPA who require this service for FAPE. If this was required, the District would adopt the service.

☐ 230–Nutrition (Ages 0-2 only)

☒ *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

There are currently no students in Fresno Unified SELPA who require this service for FAPE. If this was required, the District would adopt the service.

☒ 240–Service Coordination (Ages 0-2 only)

☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

This service includes the coordination of special education and related services.

☒ 250–Special Instruction (Ages 0-2 only)

☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Special instruction includes: the design of learning environments and activities that promote the child's acquisition of skills in a variety of developmental areas, including cognitive processes and social interaction; curriculum planning, including the planned interaction of personnel, materials, and time and space, that leads to achieving the outcomes in the child's Individual Family Service Plan (IFSP); providing families with information, skills, and support

related to enhancing the skill development of the child; and working with the child to enhance the child's development.

☐ 260–Special Education Aide (Ages 0-2 only) ■ *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

There are currently no students in Fresno Unified SELPA who require this service for FAPE. If this was required, the District would adopt the service.

■ 270–Respite Care (Ages 0-2 only) ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Through the IFSP process, short-term care given in-home or out-of-home, which temporarily relieves families of the ongoing responsibility for specialized care for child with a disability.

■ 340–Intensive Individual Service

Provide a detailed description of the services to be provided under this code.

Individualized Education Program (IEP) Team determination that student requires additional support for all or part of the day to meet his or her IEP goals.

☐ *Service is Not Currently Provided*

■ 415–Speech and Language ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Services provide remedial intervention for eligible individuals with difficulty understanding or using spoken language. The difficulty may result from problems with articulation (excluding abnormal swallowing patterns, if that is the sole assessed disability); abnormal voice quality, pitch, or loudness; fluency; hearing loss; or the acquisition, comprehension, or expression of spoken language. Language deficits or speech patterns resulting from unfamiliarity with the English language and from environmental, economic, or cultural factors are not included. Services include: specialized instruction and services, monitoring, reviewing, and consultation. Services may be direct or indirect including the use of a speech consultant.

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Is the SELPA's average SLP caseload >55? ☐ Yes ☒ No

The average caseload for speech, language, and hearing specialists in the SELPA shall not exceed 55 cases, unless the SELPA Local Plan specifies a higher average caseload and the reasons for the greater average caseload. *EC* 56363.3

SELPA Average SLP Caseload: 53

Reasons for greater than 55 average caseload

NA

☒ 425–Adapted Physical Education ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Direct physical education services provided by an adapted physical education specialist to pupils who have needs that cannot be adequately satisfied in other physical education programs as indicated by assessment and evaluation of motor skills performance and other areas of need. It may include individually designed developmental activities, games, sports and rhythms, for strength development and fitness, suited to the capabilities, limitations, and interests of individual students with disabilities who may not safely, successfully or meaningfully engage in unrestricted participation in the vigorous activities of the general or modified physical education program. (CCR Title 5 §3051.5).

☒ 435–Health and Nursing: Specialized Physical Health Care ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Health care services means those health services prescribed by the child's licensed physician and/or surgeon, requiring medically related training of the individual who performs the services and which are necessary during the school day to enable the child to attend school (CCR §3051.12(b)(1)(A)). Specialized physical health care services include but are not limited to suctioning, oxygen administration, catheterization, nebulizer treatments, insulin administration and glucose testing (CEC 49423.5 (d)).

☒ 436–Health and Nursing: Other ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

This includes services that are provided to individuals with exceptional needs by a qualified

individual pursuant to an IEP when a student has health problems which require nursing intervention beyond basic school health services. Services include managing the health problem, consulting with staff, group and individual counseling, making appropriate referrals, and maintaining communication with agencies and health care providers. These services do not include any physician-supervised or specialized health care service. IEP-required health and nursing services are expected to supplement the regular health.

☒ 445–Assistive Technology ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Any specialized training or technical support for the incorporation of assistive devices, adapted computer technology, or specialized media with the educational programs to improve access for students. The term includes a functional analysis of the student's needs for assistive technology; selecting, designing, fitting, customizing, or repairing appropriate devices; coordinating services with assistive technology devices; training or technical assistance for students with a disability, the student's family, individuals providing education or rehabilitation services, and employers. (34 CFR Part 300.6).

☒ 450–Occupational Therapy ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Includes services to improve student's educational performance, postural stability, self-help abilities, sensory processing and organization, environmental adaptation and use of assistive devices, motor planning and coordination, visual perception and integration, social and play abilities, and fine motor abilities.Services may be provided within the classroom, other educational settings or the home; in a group or on an individual basis; and may include therapeutic techniques to develop abilities; adaptations to the student's environment or curriculum; and consultation and collaboration with other staff and parents. Services provided based upon recommendation of the IEP team and by a qualified occupational therapist registered with the American Occupational Therapy Certification Board. (CCR Title 5 §. 3051.6, EC Part 30 §56363).

☒ 460–Physical Therapy ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

These services are provided, based on recommendation of the IEP team, by a registered physical therapist, or physical therapist assistant, when assessment shows a discrepancy

between gross motor performance and other educational skills. Physical therapy includes, but is not limited to, motor control and coordination, posture and balance, self-help, functional mobility, accessibility and use of assistive devices. Services may be provided within the classroom, other educational settings or in the home; and may occur in groups or individually. These services may include adaptations to the student's environment and curriculum, selected therapeutic techniques and activities, and consultation and collaborative interventions with staff and parents. (B&PC Ch. 5.7, CCR Title 5 §3051.6, EC Part 30 §56363, GC-Interagency Agreements Ch. 26.5

■ 510–Individual Counseling

Provide a detailed description of the services to be provided under this code.

One-to-one counseling, provided by a qualified individual pursuant to an IEP. Counseling may focus on aspects, such as educational, career, personal; or be with parents or staff members on learning problems or guidance programs for students. Individual counseling is expected to supplement the regular guidance and counseling program. (34 CFR § 300.24(b)(2), (CCR Title 5 §3051.9).

☐ *Service is Not Currently Provided*

■ 515–Counseling and Guidance ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Counseling in a group setting, provided by a qualified individual pursuant to an IEP. Group counseling is typically social skills development, but may focus on aspects, such as educational, career, personal; or be with parents or staff members on learning problems or guidance programs for students. IEP-required group counseling is expected to supplement the regular guidance and counseling program. (34 CFR §300.24.(b)(2)); CCR Title 5 §3051.9) Guidance services include interpersonal, intrapersonal or family interventions, performed in an individual or group setting by a qualified individual pursuant to an IEP. Specific programs include social skills development, self-esteem building, parent training, and assistance to special education students supervised by staff credentialed to serve special education students. These services are expected to supplement the regular guidance and counseling program. (34 CFR 300.306; CCR Title 5 §3051.9).

■ 520–Parent Counseling ☐ *Service is Not Currently Provided*

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Provide a detailed description of the services to be provided under this code.

Individual or group counseling provided by a qualified individual pursuant to an Individualized Education Program (IEP) to assist the parent(s) of special education students in better understanding and meeting their child's needs; may include parenting skills or other pertinent issues. IEP-required parent counseling is expected to supplement the regular guidance and counseling program. (34 CFR §300.31(b)(7); CCR Title 5 §3051.11).

■ 525–Social Worker Services ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Services provided pursuant to an Individualized Education Program (IEP) by a qualified individual, includes, but are not limited to, preparing a social or developmental history of a child with a disability; group and individual counseling with the child and family; working with those problems in a child's living situation (home, school, and community) that affect the child's adjustment in school; and mobilizing school and community resources to enable the child to learn as effectively as possible in his or her educational program. Social work services are expected to supplement the regular guidance and counseling program. (34 CFR §300.24(b)(13); CCR Title 5 §3051.13).

■ 530–Psychological Services ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

These services, provided by a credentialed or licensed psychologist pursuant to an Individualized Education Program (IEP), include interpreting assessment results to parents and staff in implementing the IEP; obtaining and interpreting information about child behavior and conditions related to learning; planning programs of individual and group counseling and guidance services for children and parents.These services may include consulting with other staff in planning school programs to meet the special needs of children as indicated in the IEP. (CFR Part 300 §300.24).IEP-required psychological services are expected to supplement the regular guidance and counseling program. (34 CFR §300.24; CCR Title 5 §3051.10).

■ 535–Behavior Intervention Services ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

A systematic implementation of procedures designed to promote lasting, positive changes in the student's behavior resulting in greater access to a variety of community settings, social contacts, public events, and placement in the least restrictive environment. (CCR Title 5

§3001(d)).

■ 540–Day Treatment Services

Provide a detailed description of the services to be provided under this code.

There are currently no students in Fresno Unified SELPA who require this service for FAPE. If this was required, the District would adopt the service.

☐ *Service is Not Currently Provided*

■ 545–Residential Treatment

Provide a detailed description of the services to be provided under this code.

A 24-hour out-of-home placement that provides intensive therapeutic services to support the educational program. (Welfare and Institutions Code, Part 2, Chapter 2.5, Art. 1, §5671)).

☐ *Service is Not Currently Provided*

■ 610–Specialized Service for Low Incidence Disabilities ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Low incidence services are defined as those provided to the student population of orthopedically impaired (OI), visually impaired (VI), deaf, hard of hearing (HH), or deaf-blind (DB). Typically, services are provided in education settings by an itinerant teacher or the itinerant teacher/specialist. Consultation is provided to the teacher, staff and parents as needed. These services must be clearly written in the student's Individualized Education Program (IEP), including frequency and duration of the services to the student. (CCR Title 5 §3051.16 & 3051.18).

■ 710–Specialized Deaf and Hard of Hearing Services ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

These services include speech therapy, speech reading, auditory training and/or instruction in the student's mode of communication. Rehabilitative and educational services; adapting curricula, methods, and the learning environment; and special consultation to students,

parents, teachers, and other school personnel may also be included. (CCR Title 5 §3051.16 and 3051.18).

■ 715–Interpreter Services ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Sign language interpretation of spoken language to individuals, whose communication is normally sign language, by a qualified sign language interpreter.This includes conveying information through the sign system of the student or consumer and tutoring students regarding class content through the sign system of the student. (CCR Title 5, §3051.16).

■ 720–Audiological Services ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

These services include measurements of acuity, monitoring amplification, as well as planning, organizing, and implementing audiology programs. Consultation services with teachers, parents or speech pathologists must be identified in the Individualized Education Program (IEP) as to reason, frequency and duration of contact; infrequent contact is considered assistance and would not be included. (CCR Title 5 §3051.2).

■ 725–Specialized Vision Services ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

This is a broad category of services provided to students with visual impairments. It includes assessment of functional vision; curriculum modifications necessary to meet the student's educational needs, including Braille, large type, and aural media; instruction in areas of need; concept development and academic skills; communication skills (including alternative modes of reading and writing); social, emotional, career, vocational, and independent living skills.It may include coordination of other personnel providing services to the students (such as transcribers, readers, counselors, orientation and mobility specialists, career/vocational staff, and others) and collaboration with the student's classroom teacher. (CAC Title 5 §3030(d), EC 56364.1).

■ 730–Orientation and Mobility ☐ *Service is Not Currently Provided*

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Provide a detailed description of the services to be provided under this code.

Students with identified visual impairments are trained in body awareness and to understand how to move. Students are trained to develop skills to enable them to travel safely and independently around the school and in the community. It may include consultation services to parents regarding their children requiring such services according to an Individualized Education Program (IEP).

☒ 735–Braille Transcription ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Any transcription services to convert materials from print to Braille. It may include textbooks, tests, worksheets, or anything necessary for instruction. The transcriber should be qualified in English Braille as well as Nemeth Code (mathematics) and be certified by appropriate agency.

☒ 740–Specialized Orthopedic Services ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Specially designed instruction related to the unique needs of students with orthopedic disabilities, including specialized materials and equipment. (CAC Title 5, §3030(e) & 3051.16).

☐ 745–Reader Services ☒ *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

There are currently no students in Fresno Unified SELPA who require this service for FAPE. If this was required, the District would adopt the service.

☐ 750–Note Taking Services ☒ *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

There are currently no students in Fresno Unified SELPA who require this service for FAPE. If this was required, the District would adopt the service.

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☐ 755–Transcription Services ☒ *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

There are currently no students in Fresno Unified SELPA who require this service for FAPE. If this was required, the District would adopt the service.

☒ 760–Recreation Service, Including Therapeutic Recreation ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Therapeutic recreation and specialized instructional programs designed to assist pupils to become as independent as possible in leisure activities, and when possible and appropriate, facilitate the pupil's integration into general recreation programs. (CAC Title 5, §3051.15; 20 USC 1401(26(A)(1)) (34 CFR 300.24).

☒ 820–College Awareness Preparation ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

The result of acts that promote and increase student learning about higher education opportunities, information and options that are available including, but not limited to, career planning, course prerequisites, admission eligibility and financial aid.

☒ 830–Vocational Assessment, Counseling, Guidance, and Career Assessment ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment and may include provision for work experience, job coaching, development and/or placement, and situational assessment.This includes career counseling to assist student in assessing his/her aptitudes, abilities, and interests in order to make realistic career decisions. (Title 5 §3051.14).

☒ 840–Career Awareness ☐ *Service is Not Currently Provided*

SELPA: Fresno Unified School District

Fiscal Year: 2025-26

Provide a detailed description of the services to be provided under this code.

Transition services include a provision in paragraph (1)(c)(vi), self-advocacy, career planning, and career guidance. There is a need for coordination between this provision and the Perkins Act to ensure that students with disabilities in middle schools will be able to access vocational education funds. (34 CFR-§300.29).

☒ 850–Work Experience Education ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment, or for additional preparation for a career requiring other than a baccalaureate or advanced degree. (34 CFR 300.26).

☒ 855–Job Coaching ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

A service that provides assistance and guidance to an employee who may be experiencing difficulty with one or more aspects of the daily job tasks and functions. The service is provided by a job coach who is highly successful, skilled, and trained on the job who can determine how the employee that is experiencing difficulty learns best and formulate a training plan to improve job performance.

☒ 860–Mentoring ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

A sustained coaching relationship between a student and teacher through on-going involvement and offers support, guidance, encouragement, and assistance as the learner encounters challenges with respect to a particular area such as acquisition of job skills. Mentoring can be either formal as in planned, structured instruction or informal that occurs naturally through friendship, counseling and collegiality in a casual, unplanned way.

☒ 865–Agency Linkages (referral and placement) ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Service coordination and case management that facilitates the linkage of individualized

SELPA: Fresno Unified School District

Fiscal Year: 2025-26

education programs under this part and individualized family service plans under part C with individualized service plans under multiple Federal and State programs, such as Title I of the Rehabilitation Act of 1973 (vocational rehabilitation), Title XIX of the Social Security Act (Medicaid), and Title XVI of the Social Security Act (supplemental security income). (34 CFR §613).

☒ 870–Travel and Mobility Training ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

There are currently no students in Fresno Unified SELPA who require this service for FAPE. If this was required, the District would adopt the service.

☒ 890–Other Transition Services ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

These services may include program coordination, case management and meetings, and crafting linkages between schools and between schools and postsecondary agencies.

☐ 900–Other Related Service ☒ *Service is Not Currently Provided*

+ - Description of the "Other Related Service"

There are currently no students in Fresno Unified SELPA who Other Related Services for FAPE. If this was required, the District would adopt these services.

Qualifications of the Provider Delivering "Other Related Service"

SELPA Fresno Unified School District **Fiscal Year** 2025-26

Certification 3: County Office of Education

IMPORTANT: Certification 3 is required when the information being submitted to the California Department of Education (CDE) is related to Local Plan Section B: Governance and Administration, Section D: Annual Budget Plan, and/or Section E: Annual Service Plan.

I certify the attached Local Plan section(s) as submitted with this certification are approved by the county office of education (COE). I further assure the Local Plan section(s) being submitted meet(s) all applicable requirements of state and federal laws; policies and procedures including compliance with the Individuals with Disabilities Education Act (IDEA); and is/are included in a coordinated system of all Local Plans (as applicable) to ensure all students with disabilities residing within the county, including those enrolled in alternative education programs, including, but not limited to, alternative schools, charter schools, opportunity schools and classes, community day schools operated by districts, community schools operated by the COE, and juvenile court schools, will have access to appropriate special education programs and related services.

Cert 3-1. All LEAs within the county have elected to participate in this SELPA Local Plan.

☒ *Yes* ☐ No

Cert 3-2. The SELPA Local Plan section(s) as specified herein was approved by the COE pursuant to *EC* Section 56140(b).

☒ Yes ☐ No

If "Yes," the COE must enter comments and recommendations here:

Approved

Cert 3-3. Special Education Local Plan Area Governance Structure

The COE certifies the SELPA is a:

☒ Single LEA SELPA: This selection includes only one district LEA (this selection does not include a COE); or

☐ Multiple LEA SELPA: This selection includes one district or charter LEA together with one or more additional district or charter LEA(s), or a combination thereof (this selection does not include a COE); or

☐ COE Joined SELPA: A district (or charter) LEA(s) joined with a COE(s) to form a SELPA (this selection includes one or more district or charter LEA(s) *AND* one or more COEs).

SELPA Fresno Unified School District **Fiscal Year** 2025-26

Cert 3-4. The COE ensures the SELPA submitting the Local Plan meets one of the following conditions:

Single-LEA SELPA

The COE ensures the Single LEA SELPA has established a written procedure for the ongoing review of programs conducted, and procedures utilized under the Local Plan, and a mechanism for correcting any identified problem related to the regionalized service to local programs, including, but limited to, all of the services identified in California *Education Code* (*EC*) 56195.7(c). *EC* sections 56027, 56195, 56195.7(c) and (j)(1), and 56205; *OR*

Multiple LEA SELPA or COE joined SELPA

The COE ensures the Multiple LEA SELPA or COE joined SELPA has a written agreement entered into by entities participating in the Local Plan that includes a provision for ongoing review of programs conducted, and procedures utilized, under the Local Plan, and a mechanism for correcting any identified problem. *EC* 56195.1 and 56195.7

☒ Yes ☐ No

Cert 3-5. The county superintendent ensures the Local Plan, including amendments, is posted on the COE web site, or includes a link to the Local Plan.

☒ Yes ☐ No

Web address where the SELPA Local Plan, including all sections, is posted.

fresnounified.org/departments/special-education/parent-resources/special-education-documen

Authorized Signature

Dr. Michele Copher

COE Superintendent

May 16, 2025

Date

SELPA Fresno Unified School District **Fiscal Year** 2025-26

Certification 5: Local Educational Agency

IMPORTANT: Certification 5 is required when the information being submitted to the California Department of Education (CDE) by each participating agency's superintendent (for a district and county office of education (COE) local educational agency (LEA)), or by each chief administrator (for a charter LEA) is related to Local Plan Section B: Governance and Administration, Section D: Annual Budget Plan, and/or Section E: Annual Service Plan.

LEA Fresno Unified School District

Cert 5-1. Special Education Local Plan Area Governance Structure

The LEA certifies the SELPA Local Plan is the basis for the operation and administration of special education programs. The LEA will meet all applicable requirements of special education state and federal laws and regulations, and state policies and procedures. Be it further resolved, the LEA must administer the local implementation of policies, procedures, and practices in accordance with special education state and federal laws, rules, and regulations. The superintendent or chief administrator certifies the LEA is participating in a:

- [x] Single LEA SELPA: This selection includes only one district LEA (this selection does not include a COE); or
- [ ] Multiple LEA SELPA: This selection includes one district or charter LEA together with one or more additional district or charter LEA(s), or a combination thereof (this selection does not include a COE); or
- [ ] COE Joined SELPA: A district (or charter) LEA(s) joined with a COE(s) to form a SELPA (this selection includes one or more district or charter LEA(s) *AND* one or more COEs).

Cert 5-2. Local Educational Agency Local Plan Web Posting

The LEA superintendent (for a district or COE LEA) or chief administrator (for a charter LEA) ensures the current Local Plan, Section B: Governance and Administration, Section D: Annual Budget Plan, and Section E: Annual Service Plan, including updates or revisions to Sections B, D, E, and/or Attachments, is posted on the LEA web site, is on file at each LEA, and is available to any interested party.

Web address where the SELPA Local Plan, including all sections, is posted.

www.fresnounified.org/departments/special-education/parent-resources/special-education-documents

Local Plan Submission

Special Education Local Plan Area (SELPA) Local Plan Certification 5

SELPA Fresno Unified School District **Fiscal Year** 2025-26

Cert 5-3. Submission Certification Requirements for LEAs

Certification 5 must be signed by the LEA superintendent (district LEAs) or chief administrator (charter LEAs).

1. All district and charter LEAs must sign a Certification 5 if the Local Plan submission is for an annual amendment (due June 30) for Sections D: Annual Budget Plan, or Section E: Annual Services Plan.

2. If the submission is an amendment to Local Plan Section D: Annual Budget Plan and/or Section E: Annual Service Plan submitted during the current fiscal year, then only the newly affected LEAs are required to submit Certification 5 with the amendment(s).

3. If the submission is an amendment to Local Plan Section B: Governance and Administration, then all SELPA member LEAs must submit a newly signed Certification 5.

Authorized Signature

Mao Misty Her	**May 22, 2025**
LEA Superintendent/Chief Administrator	Date

PUBLIC HEARING SCRIPT

This is a message from Fresno Unified School District's Special Education Department. We would like to inform you about a public hearing to present the proposed 2025-2026 Fresno Unified Local Plan. The hearing will be held at Adult Transition Program located at 3132 E. Fairmont Ave., Fresno, CA 93726 on June 12, 2025, from 6:00 p.m. to 7:00 p.m. You can find more details on the agenda, which will be posted on the Fresno Unified Special Education Department website on June 6, 2025.

ORDER DETAILS

Order Number:
IPL0233793
Order Status:
Saved
Classification:
Legals & Public Notices
Package:
FRS - Legal Ads
Site:
fresno
Final Cost:
$508.32
Payment Type:

User ID:
IPL0018963

SCHEDULE FOR AD NUMBER IPL0056394

May 28, 2025
The Fresno Bee Print Publication
May 30, 2025
The Fresno Bee Print Publication

PREVIEW FOR AD NUMBER IPL0056394

3.22inches x 1.21inches

PUBLIC NOTICE

A public hearing to present the proposed 2025-2026 Fresno Unified SELPA Annual Budget Plan and Annual Service Plan will be held at Adult Transition Program located at 3132 E. Fairmont Ave., Fresno, CA 93726 on June 12, 2025, from 6:00 p.m. to 7:00 p.m. You can find more details on the agenda, which will be posted on the Fresno Unified Special Education Department website on June 6, 2025.

IPL0233793
May 28,30 2025

Fresno Unified School District
ACHIEVING OUR GREATEST POTENTIAL

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

SUPERINTENDENT
Mao Misty Her

NOTICE OF PUBLIC HEARING

As required by Education Code Section 56205, each Special Education Local Plan Area (SELPA) is required to submit an Annual Budget Plan and an Annual Service Plan to the California Department of Education. The Fresno Unified School District SELPA hereby gives notice that a Public Hearing will be held as follows:

TOPIC OF HEARING:	Adoption of the Annual Budget Plan and Annual Service Plan for 2025-26 for the Fresno Unified School District SELPA
HEARING DATE:	Thursday, June 12, 2025
TIME:	6:00 pm
LOCATION:	3132 E Fairmont Ave, Fresno, CA 93726

The Fresno Unified School District's Governance Council will take action to adopt the Annual Budget and Service Plans for 2025-26.

Copies of the Annual Budget Plan and Annual Service Plan may be inspected by contacting Patrick Morrison at (559) 457-3220.

Member LEA Notice: Please post at each school site at least 15 days prior to the public hearing.

Fresno Unified School District
ACHIEVING OUR GREATEST POTENTIAL

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SUPERINTENDENT
Mao Misty Her

AVISO DE AUDIENCIA PÚBLICA

Como lo requiere la Sección 56205 del Código de Educación, cada Área del Plan Local de Educación Especial (SELPA) debe presentar un Plan de Presupuesto Anual y un Plan de Servicio Anual al Departamento de Educación de California. El Distrito Escolar Unificado de Fresno SELPA por la presente notifica que se llevará a cabo una audiencia pública de la siguiente manera:

TEMA DE AUDIENCIA:	Adopción del Plan Presupuestario Anual y del Servicio Anual Plan para 2025-26 para el Distrito Escolar Unificado de Fresno SELPA
FECHA DE AUDIENCIA:	jueves, 12 de junio de 2025
HORA:	6:00 pm
UBICACIÓN:	3132 E Fairmont Ave, Fresno, CA 93726

El Consejo de Gobierno del Distrito Escolar Unificado de Fresno tomará medidas para adoptar el Presupuesto Anual y los Planes de Servicio para 2025-26.

Las copias del Plan de Presupuesto Anual y el Plan de Servicio Anual pueden ser inspeccionadas comunicándose con Patrick Morrison al (559) 457-3220.

Aviso de LEA para miembros: Por favor publique en cada escuela al menos 15 días antes de la audiencia pública.

Fresno Unified School District
ACHIEVING OUR GREATEST POTENTIAL

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SUPERINTENDENT
Mao Misty Her

CEEB TOOM TXOG NTAWM KEV MLOOG PEJ XEEM LUS QHIA

Ua raws li tsab cai Kev Kawm Ntawv (Education Code) Nqe 56205, txhua tej Lub Phiaj Xwm Hauv Zos Rau Kev Kawm Ntawv Tshwj Xeeb (Special Education Local Plan Area, SELPA) yuav kom xa Lub Phiaj Xwm Peev Nyiaj Xyoo thiab Lub Phiaj Xwm Pab Cuam Ua Xyoo mus rau California Lub Tuam Tsev Hauj Lwm ntsig txog Kev Kawm Ntawv (Department of Education). Lub Fresno Unified School District SELPA thiaj li muab kev ceeb toom qhia tias yuav muaj kev Mloog Pej Xeem Lus Qhia li hauv qab no:

LUB NCAUJ LUS NTAWM KEV MLOOG LUS QHIA:	Lees Yuav Lub Phiaj Xwm Peev Nyiaj Ua Xyoo thiab Kev Pab Cuam Ua Xyoo Lub phiaj xwm rau xyoo 2025-26 rau Fresno Unified School District SELPA
HNUB TIM MLOOG LUS QHIA:	Hnub Thursday, Lub Rau Hlis Ntuj Tim 12, 2025
SIJ HAWM:	6:00 teev tsaus ntuj
THAJ CHAW:	3132 E Fairmont Ave, Fresno, CA 93726

Lub Fresno Unified School District Lub Xab Phas Tswj Xyuas yuav muab kev nqis tes lees yuav Peev Nyiaj Xyoo thiab Cov Phiaj Xwm Pab Cuam rau xyoo 2025-26.

Yuav ntsuam xyuas tau cov ntawv theej tau los ntawm Lub Phiaj Xwm Peev Nyiaj Xyoo thiab Lub Phiaj Xwm Pab Cuam Ua Xyoo uas yog txuas lus nrog Patrick Morrison ntawm (559) 457-3220.

Ceeb Toom Rau Cov Tswv Cuab Ntawm Cov Chaw Qhia Ntawv Hauv Zos (LEA): Thov muab luam lo rau ntawm tsev kawm ntawv yam tsawg kawg 15 hnub ua ntej hnub mloog pej xeem lus qhia.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: June 18, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Comprehensive Safe School Plans for 2025/26

ITEM DESCRIPTION: Included in the Board material are the 2025/26 Comprehensive Safe School Plans for all schools, which are available for review in the Board Office and are recommended for approval. These Plans promote a safe learning environment for students and staff and are organized to align with the California Standardized Emergency Management System.

Essential components of the Comprehensive Safe School Plans include:

- Safe School Leadership Team
- School Safety Walk
- Threat Assessment Team
- First Aid Responders
- Fire, Lockdown, Earthquake
- On-site and Off-site Evacuation Plans
- Campus Visibility Deployment of Staff
- School Phone Tree
- Parent/Student Reunification Plan
- Pandemic Flu Response

The Comprehensive Safe School Plans are an annual item, updated in coordination with school site administration and presented to the Board for approval.

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

PREPARED BY: Bryan Wells, Assistant Superintendent

DIVISION: Instructional Division

CABINET APPROVAL PHONE: (559) 457-3750

CABINET APPROVAL: Interim Chief Academic Officer/Carlos Castillo, Ed.D. Carlos Castillo (Jun 4, 2025 06:52 PDT)

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: June 18, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Retiree Contracts for the 2024/25 and 2025/26 School Years

ITEM DESCRIPTION: Included in the Board material is a list of retiree contracts recommended for approval to provide services to Fresno Unified School District during the 2024/25 and 2025/26 school years. The list includes the retiree's name, location of the department or school site they will be working at, and the not to exceed amount.

FINANCIAL SUMMARY: These retiree contracts will be funded through the appropriate budgets as detailed in the matrix.

PREPARED BY: Carlos Castillo, Ed.D.

DIVISION: Instructional Division

CABINET APPROVAL PHONE: (559) 457-3750

CABINET APPROVAL: Interim Chief Academic Officer, Carlos Castillo, Ed.D. Carlos Castillo (Jun 11, 2025 10:26 PDT)

Retiree	Site	Subject	Term	Not to Exceed Amount	Budget
Ayala, John	Various Sites	Elementary Music Retirees will provide classroom music instruction as well as teach band and string ensembles, according to their areas of expertise.	08/13/2025 – 06/11/2026	$32,953.95	030-1100-1155-1761-1000-1110
Billingsley, Christine	Various Sites	Elementary Music Retirees will provide classroom music instruction as well as teach band and string ensembles, according to their areas of expertise.	08/13/2025 – 06/11/2026	$21,969.30	030-1100-1565-1761-1000-1110
Hendrickson, Anne	Various Sites	Elementary Music Retirees will provide classroom music instruction as well as teach band and string ensembles, according to their areas of expertise.	08/13/2025 – 06/11/2026	$43,938.60	030-1100-1195-1761-1000-1110
Tilghman, Cynthia	Various Sites	Elementary Music Retirees will provide classroom music instruction as well as teach band and string ensembles, according to their areas of expertise.	08/13/2025 – 06/11/2026	$21,969.30	030 -0168-1260-1761-1000-1110
Tobin, Cheryl	Various Sites	Elementary Music Retirees will provide classroom music instruction as well as teach band and string ensembles, according to their areas of expertise.	08/13/2025 – 06/11/2026	$32,953.95	030-1100-1160-1761-1000-1110
Chronister-Avoledo, Melanie	Viking Elementary	Academic Intervention	08/18/2025 – 06/11/2026	$68,982.58	030-7090-0465-1110-1000-1100 060-3010-0465-1110-1000-1100
Hartunian, Carla	King Elementary	Target Chronic Absenteeism	08/2025 – 06/2026	$42,911.00	030-7090-0260-1110-3130-1260
Lyons, Rick	Fresno Adult School	HS Credit Classes	08/13/2025 – 06/11/2026	$29,444.76	110-6391-0681-4110-1000-1110

Person, Sandra	Fresno Adult School	HS Credit Classes	08/13/2025 – 06/11/2026	$47,607.00	110-6391-0681-4110-1000-1110
Provencio, Jerry	Fresno Adult School	Beginning ESL	08/13/2025 - 06/11/2026	$48,929.62	110-6391-0675-4110-1000-1110
Weimer, Michael	Fresno Adult School	HS Credit Classes	08/13/2025 – 06/11/2026	$48,929.62	110-6391-0681-4110-1000-1110
Harris, Nancy	Various Sites	Speech-language Services	06/20/2025 – 06/30/2025	$3,990	030-0146-1787-5765-3140-1260
Harris, Nancy	Various Sites	Speech-language Services	07/01/2025 – 07/11/2025	$4734.48	030-0146-1787-5765-3140-1260
Harris, Nancy	Various Sites	Speech-language Services	08/19/2025 – 06/11/2026	$57,445.20	060-6500-1781-5760-1190-1110

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

1. School Site: Arts Education Department.

2. Administrator: Heather Kuyper-McKeithen Telephone: 248-7173.

3. Retiree: John Ayala.

4. Term August 13, 2025 Through: June 11, 2026.

5. Budget: 030-1100-1155-1761-1000-1110.

6. Contract Amount: .3 FTE; POS ID: T06700000628; Work Schedule:TT18502L.

7. Scope of Work Summary: Certificated Music Teacher.

8. Expected Results/Student Outcome: N/A.

9. Date item is to appear on Board of Education Agenda: June 18, 2025.
(Contracts of $15,000. or more)

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

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

Retiree:	John Ayala	Retiree I.D. Number:	1007124
Department:	Arts Education	Department Number:	0727
Position Title:	Certificated Music Teacher	Hourly/Daily Rate of Pay:	$74.22
Contract Period:	August 13, 2025 – June 11, 2026	Contract Salary Not to Exceed:	$32,953.95
Budget Number:	030-1100-1155-1761-1000-1110	School Site Plan:	N/A
Funding Source:	Student Engagement	During this fiscal year, have you signed any other retiree contracts?	N/A

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

1. Offer of Employment: Retiree is hereby offered retiree employment to serve as a retired certificated employee of the Fresno Unified School District ("District"). The assignment, duties and time of service during the school year shall be as directed by the Governing Board.

2. Employment Classification:

   a. Retiree will be classified as a retired employee who has not been reinstated as an employee of the District as set forth in Education Code section 24214.
   b. Retiree specifically acknowledges that this agreement does not establish any right to probationary or permanent employment status.
   c. Retiree further acknowledges that this agreement does not establish any right to reemployment in any status beyond the term of this agreement.

3. Length of Service: The anticipated length of time for which you are employed is from August 13, 2025, through, June 11, 2026, or earlier if any of the following occur:

Notification by the District that the employment hereunder is terminated for any reason including, but not limited to, failure to render satisfactory or acceptable service;

   a. Notification by the District that Retiree's services are no longer needed; or
   b. Loss, surrender or other failure to obtain or retain Retiree's credential.

4. Salary: Subject to verification of teaching experience, job duties/position and limitations set forth in Education Code section 24214.

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

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

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

6. Conditions of Employment: This offer of employment is made subject to the laws of the State of California and to the rules and regulations of the State Board of Education and the Board of Education Of the District, including the California fingerprint and medical clearance laws, all of which are by reference made a part of the terms and conditions of this offer of employment as though they have been fully set forth herein. This contract is subject to ratification by the District Governing Board.
Ratification of this contract is subject to verification of references submitted by Retiree

7. Modifications: This contract may be changed only by the consent of both parties; any such changes shall be reduced to writing, signed and dated by both parties and attached to this contract.

Retiree's Signature — Date 5/9/25

Principal/Department Head Signature — Date 5/9/25

Funding Source Signature (Office of State & Federal) — Date

Instructional Superintendent or Designee — Date 5/9/25

Lead-Instructional Superintendent — Date 5/16/25

Carlos Castillo (May 22, 2025 13:14 PDT) — Date

Chief Academic Officer or Designee (that oversee above Mentioned Program)

Director, Human Resources — Date 5/22/25

Board Approval Date _____ Item# _____

SF265530v1
MY265530v2-8.7.24

Christine Billingsley- Retiree Contract

Final Audit Report 2025-05-22

Created:	2025-05-21
By:	Dawn Psenner (dawn.psenner@fresnounified.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvFJjh--INdCSy-GWe9AOUL8GLIdX2DPv

"Christine Billingsley- Retiree Contract" History

Document created by Dawn Psenner (dawn.psenner@fresnounified.org)
2025-05-21 - 9:15:45 PM GMT- IP address: 206.78.213.77

Document emailed to Carlos Castillo (carlos.castillo@fresnounified.org) for signature
2025-05-21 - 9:18:58 PM GMT

Email viewed by Carlos Castillo (carlos.castillo@fresnounified.org)
2025-05-22 - 8:13:17 PM GMT- IP address: 104.47.56.126

Document e-signed by Carlos Castillo (carlos.castillo@fresnounified.org)
Signature Date: 2025-05-22 - 8:14:31 PM GMT - Time Source: server- IP address: 206.78.213.116

Agreement completed.
2025-05-22 - 8:14:31 PM GMT

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

1. School Site: Arts Education Department .

2. Administrator: Heather Kuyper-McKeithen Telephone: 248-7173 .

3. Retiree: Christine Billingsley .

4. Term August 13, 2025 Through: June 11, 2026 .

5. Budget: 030-1100-1565-1761-1000-1110 .

6. Contract Amount: 0.2 FTE; POS ID: TO6700000113; Work Schedule TT18502L .

7. Scope of Work Summary: Certificated Music Teacher .

8. Expected Results/Student Outcome: N/A .

9. Date item is to appear on Board of Education Agenda: June 18, 2025 .
(Contracts of $15,000. or more)

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

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

Retiree:	Christine Billingsley	Retiree I.D. Number:	1064532
Department:	Arts Education Department	Department Number:	0727
Position Title:	Certificated Music Teacher	Hourly/Daily Rate of Pay:	$74.22
Contract Period:	August 13, 2025 through June 11, 2026	Contract Salary Not to Exceed:	$21,969.30
Budget Number:	030-1100-1565-1761-1000-1110	School Site Plan:	N/A
Funding Source:	Student Engagement	During this fiscal year, have you signed any other retiree contracts?	N/A

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

1. Offer of Employment: Retiree is hereby offered retiree employment to serve as a retired certificated employee of the Fresno Unified School District ("District"). The assignment, duties and time of service during the school year shall be as directed by the Governing Board.

2. Employment Classification:

   a. Retiree will be classified as a retired employee who has not been reinstated as an employee of the District as set forth in Education Code section 24214.
   b. Retiree specifically acknowledges that this agreement does not establish any right to probationary or permanent employment status.
   c. Retiree further acknowledges that this agreement does not establish any right to reemployment in any status beyond the term of this agreement.

3. Length of Service: The anticipated length of time for which you are employed is from August 13, 2025, through June 11, 2026, or earlier if any of the following occur:

Notification by the District that the employment hereunder is terminated for any reason including, but not limited to, failure to render satisfactory or acceptable service;

   a. Notification by the District that Retiree's services are no longer needed; or
   b. Loss, surrender or other failure to obtain or retain Retiree's credential.

4. Salary: Subject to verification of teaching experience, job duties/position and limitations set forth in Education Code section 24214.

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

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

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

6. Conditions of Employment: This offer of employment is made subject to the laws of the State of California and to the rules and regulations of the State Board of Education and the Board of Education Of the District, including the California fingerprint and medical clearance laws, all of which are by reference made a part of the terms and conditions of this offer of employment as though they have been fully set forth herein. This contract is subject to ratification by the District Governing Board.
Ratification of this contract is subject to verification of references submitted by Retiree

7. Modifications: This contract may be changed only by the consent of both parties; any such changes shall be reduced to writing, signed and dated by both parties and attached to this contract.

Date 5/9/25
Retiree's Signature

Date 5/9/25
Principal/Department Head Signature

Date
Funding Source Signature
(Office of State & Federal)

Date 5/9/25
Instructional Superintendent or Designee

Date 5/16/25
Lead Instructional Superintendent

Carlos Castillo (May 22, 2025 13:14 PDT)
Date
Chief Academic Officer or Designee
(that oversee above Mentioned Program)

Date 5/22/25
Director, Human Resources

Board Approval Date_____ Item#_____

SF265530v1
MY265530v2-8.7.24

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

1. School Site: Arts Education Department .

2. Administrator: Heather Kuyper-McKeithen Telephone: 248-7173 .

3. Retiree: Anne Hendrickson .

4. Term August 13, 2025 Through: June 11, 2026 .

5. Budget: 030-1100-1195-1761-1000-1110 .

6. Contract Amount: 0.4 FTE; POS ID: T06700000439; Work Schedule: TT18502L .

7. Scope of Work Summary: Certificated Music Teacher .

8. Expected Results/Student Outcome: N/A .

9. Date item is to appear on Board of Education Agenda: June 18, 2025 .
(Contracts of $15,000. or more)

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

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

Retiree:	Anne Hendrickson	Retiree I.D. Number:	1065880
Department:	Arts Education Department	Department Number:	0727
Position Title:	Certificated Music Teacher	Hourly/Daily Rate of Pay:	$74.22
Contract Period:	August 13, 2025 through June 11, 2026	Contract Salary Not to Exceed:	$43,938.60
Budget Number:	030-1100-1195-1761-1000-1110	School Site Plan:	N/A
Funding Source:	Student Engagement	During this fiscal year, have you signed any other retiree contracts?	N/A

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

1. Offer of Employment: Retiree is hereby offered retiree employment to serve as a retired certificated employee of the Fresno Unified School District ("District"). The assignment, duties and time of service during the school year shall be as directed by the Governing Board.

2. Employment Classification:

   a. Retiree will be classified as a retired employee who has not been reinstated as an employee of the District as set forth in Education Code section 24214.
   b. Retiree specifically acknowledges that this agreement does not establish any right to probationary or permanent employment status.
   c. Retiree further acknowledges that this agreement does not establish any right to reemployment in any status beyond the term of this agreement.

3. Length of Service: The anticipated length of time for which you are employed is from August 13, 2025, through June 11, 2026, or earlier if any of the following occur:

Notification by the District that the employment hereunder is terminated for any reason including, but not limited to, failure to render satisfactory or acceptable service;

   a. Notification by the District that Retiree's services are no longer needed; or
   b. Loss, surrender or other failure to obtain or retain Retiree's credential.

4. Salary: Subject to verification of teaching experience, job duties/position and limitations set forth in Education Code section 24214.

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

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

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

6. Conditions of Employment: This offer of employment is made subject to the laws of the State of California and to the rules and regulations of the State Board of Education and the Board of Education Of the District, including the California fingerprint and medical clearance laws, all of which are by reference made a part of the terms and conditions of this offer of employment as though they have been fully set forth herein. This contract is subject to ratification by the District Governing Board.
Ratification of this contract is subject to verification of references submitted by Retiree.

7. Modifications: This contract may be changed only by the consent of both parties; any such changes shall be reduced to writing, signed and dated by both parties and attached to this contract.

Retiree's Signature Date 5/12/25

Principal/Department Head Signature Date 5/12/25

Funding Source Signature
(Office of State & Federal) Date

Instructional Superintendent or Designee Date 5/12/25

Lead Instructional Superintendent Date 5/16/25

Carlos Castillo (May 22, 2025 13:14 PDT) Date

Chief Academic Officer or Designee
(that oversee above Mentioned Program)

Director, Human Resources Date 5/22/25

Board Approval Date_____ Item# _____

SF265530v1
MY265530v2-8.7.24

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

1. School Site: Arts Education Department .

2. Administrator: Heather Kuyper-McKeithen Telephone: 248-7173 .

3. Retiree: Cynthia Tilghman .

4. Term August 13, 2025 Through: June 11, 2026 .

5. Budget: 030 0168 1260 1761 1000 1110 .

6. Contract Amount: 0.2 FTE; POS ID: T06700000381; Work Schedule: TT18502L .

7. Scope of Work Summary: Certificated Music Teacher .

8. Expected Results/Student Outcome: .

9. Date item is to appear on Board of Education Agenda: June 18, 2025 .
(Contracts of $15,000. or more)

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

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

Retiree:	Cynthia Tilghman	Retiree I.D. Number:	1003257
Department:	Arts Education	Department Number:	0727
Position Title:	Certificated Music Teacher	Hourly/Daily Rate of Pay:	$74.2206
Contract Period:	August 13, 2025 – June 11, 2026	Contract Salary Not to Exceed:	$21,969.30
Budget Number:	030 0168 1260 1761 1000 1110	School Site Plan:	N/A
Funding Source:	Student Engagement	During this fiscal year, have you signed any other retiree contracts?	N/A

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

1. Offer of Employment: Retiree is hereby offered retiree employment to serve as a retired certificated employee of the Fresno Unified School District ("District"). The assignment, duties and time of service during the school year shall be as directed by the Governing Board.

2. Employment Classification:

   a. Retiree will be classified as a retired employee who has not been reinstated as an employee of the District as set forth in Education Code section 24214.
   b. Retiree specifically acknowledges that this agreement does not establish any right to probationary or permanent employment status.
   c. Retiree further acknowledges that this agreement does not establish any right to reemployment in any status beyond the term of this agreement.

3. Length of Service: The anticipated length of time for which you are employed is from August 13, 2025, through June 11, 2026, or earlier if any of the following occur:

Notification by the District that the employment hereunder is terminated for any reason including, but not limited to, failure to render satisfactory or acceptable service;

   a. Notification by the District that Retiree's services are no longer needed; or
   b. Loss, surrender or other failure to obtain or retain Retiree's credential.

4. Salary: Subject to verification of teaching experience, job duties/position and limitations set forth in Education Code section 24214.

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

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

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

6. Conditions of Employment: This offer of employment is made subject to the laws of the State of California and to the rules and regulations of the State Board of Education and the Board of Education Of the District, including the California fingerprint and medical clearance laws, all of which are by reference made a part of the terms and conditions of this offer of employment as though they have been fully set forth herein. This contract is subject to ratification by the District Governing Board.
Ratification of this contract is subject to verification of references submitted by Retiree

7. Modifications: This contract may be changed only by the consent of both parties; any such changes shall be reduced to writing, signed and dated by both parties and attached to this contract.

Retiree's Signature — Date 5/14/25

Principal/Department Head Signature — Date 5/14/25

Funding Source Signature (Office of State & Federal) — Date

Instructional Superintendent or Designee — Date 5/14/25

Lead Instructional Superintendent — Date 5/16/25

Carlos Castillo (May 22, 2025 13:14 PDT)

Chief Academic Officer or Designee (that oversee above Mentioned Program) — Date

Director, Human Resources — Date 5/22/25

Board Approval Date_____ Item# _____

SF265530v1
MY265530v2-8.7.24

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

1. School Site: Arts Education Department.

2. Administrator: Heather Kuyper-McKeithen Telephone: 248-7173.

3. Retiree: Cheryl Tobin.

4. Term August 13, 2025 Through: June 11, 2026.

5. Budget: 030-1100-1160-1761-1000-1110.

6. Contract Amount: 0.3 FTE; POS ID: T0670000445; Work Schedule: TT18502L.

7. Scope of Work Summary: Certificated Music Teacher.

8. Expected Results/Student Outcome: N/A.

9. Date item is to appear on Board of Education Agenda: June 18, 2025.
(Contracts of $15,000. or more)

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

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

Retiree:	Cheryl Tobin	Retiree I.D. Number:	1013197
Department:	Arts Education Department	Department Number:	0727
Position Title:	Certificated Music Teacher	Hourly/Daily Rate of Pay:	$74.22
Contract Period:	August 13, 2025 through June 11, 2026	Contract Salary Not to Exceed:	$32,953.95
Budget Number:	030-1100-1160-1761-1000-1110	School Site Plan:	N/A
Funding Source:	Student Engagement	During this fiscal year, have you signed any other retiree contracts?	N/A

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

1. Offer of Employment: Retiree is hereby offered retiree employment to serve as a retired certificated employee of the Fresno Unified School District ("District"). The assignment, duties and time of service during the school year shall be as directed by the Governing Board.

2. Employment Classification:

   a. Retiree will be classified as a retired employee who has not been reinstated as an employee of the District as set forth in Education Code section 24214.
   b. Retiree specifically acknowledges that this agreement does not establish any right to probationary or permanent employment status.
   c. Retiree further acknowledges that this agreement does not establish any right to reemployment in any status beyond the term of this agreement.

3. Length of Service: The anticipated length of time for which you are employed is from August 13, 2025, through June 11, 2026, or earlier if any of the following occur:

Notification by the District that the employment hereunder is terminated for any reason including, but not limited to, failure to render satisfactory or acceptable service;

   a. Notification by the District that Retiree's services are no longer needed; or
   b. Loss, surrender or other failure to obtain or retain Retiree's credential.

4. Salary: Subject to verification of teaching experience, job duties/position and limitations set forth in Education Code section 24214.

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

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

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

6. Conditions of Employment: This offer of employment is made subject to the laws of the State of California and to the rules and regulations of the State Board of Education and the Board of Education Of the District, including the California fingerprint and medical clearance laws, all of which are by reference made a part of the terms and conditions of this offer of employment as though they have been fully set forth herein. This contract is subject to ratification by the District Governing Board.
Ratification of this contract is subject to verification of references submitted by Retiree

7. Modifications: This contract may be changed only by the consent of both parties; any such changes shall be reduced to writing, signed and dated by both parties and attached to this contract.

Retiree's Signature — Date 5-9-25

Principal/Department Head Signature — Date 5/9/25

Funding Source Signature (Office of State & Federal) — Date

Instructional Superintendent or Designee — Date 5/9/25

Lead-Instructional Superintendent — Date 5/16/25

Carlos Castillo (May 22, 2025 13:14 PDT)

Chief Academic Officer or Designee (that oversee above Mentioned Program) — Date

Director, Human Resources — Date 5/22/25

Board Approval Date_____ Item# _____

SF265530v1
MY265530v2-8.7.24

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

1. School Site: Viking Elementary .

2. Administrator:Christie Yang Telephone: 248-7290 .

3. Retiree: Melanie Chronister-Avoledo .

4. Term August 18, 2025 Through: June 11, 2026 .

5. Budget: 060-3010-1110-1000-1110 (0.1850 FTE) and 030-7090-0465-1110-1000-1110 (0.2525 FTE)

6. Contract Amount: $68,982.58 .

7. Scope of Work Summary: Certificated Tutor- Intervention Small Group Reading Istruction .

8. Expected Results/Student Outcome: Intervention Tier 2- Close student achievement gap by providing small group reading instruction to meet schoolwide overarching goal of Goal 1 Action 1.

9. Date item is to appear on Board of Education Agenda: June 18, 2025
(Contracts of $15,000. or more)

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

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

Retiree:	Melanie Chronister-Avoledo	Retiree I.D. Number:	1005664
Department	Viking Elementary School	Department Number:	0465
Position Title:	Certificated Tutor	Hourly/Daily Rate of Pay:	$74.22
Contract Period:	8/18/2025 – 6/11/2026	Contract Salary Not to Exceed:	$68,982.58
Budget Number:	030-7090-0465-1110-1000-1100 (0.2525 FTE) 060-3010-0465-1110-1000-1110 (0.1850 FTE)	School Site Plan: Goal 1 Action 1	G1A1
Funding Source:	LCFF (LCAP) 7090 and Title I 3010	During this fiscal year, have you signed any other retiree contracts?	No

____**Melanie Chronister-Avoledo**_____ ("Retiree") is retired from service with the Fresno Unified School District and elects to accept retiree employment pursuant to Education Code section 24214.

1. Offer of Employment: Retiree is hereby offered retiree employment to serve as a retired certificated employee of the Fresno Unified School District ("District"). The assignment, duties and time of service during the school year shall be as directed by the Governing Board.

2. Employment Classification:

   a. Retiree will be classified as a retired employee who has not been reinstated as an employee of the District as set forth in Education Code section 24214.
   b. Retiree specifically acknowledges that this agreement does not establish any right to probationary or permanent employment status.
   c. Retiree further acknowledges that this agreement does not establish any right to reemployment in any status beyond the term of this agreement.

3. Length of Service: The anticipated length of time for which you are employed is from __8/18/2025, through 6/11/2024 _, or earlier if any of the following occur:

   a. Notification by the District that the employment hereunder is terminated for any reason including, but not limited to, failure to render satisfactory or acceptable service;
   b. Notification by the District that Retiree's services are no longer needed; or
   c. Loss, surrender or other failure to obtain or retain Retiree's credential.

4. Salary: Subject to verification of teaching experience, job duties/position and limitations set forth in Education Code section 24214.

   The District shall be entitled to recover for any erroneous excess payment, regardless of cause. Excess payments discovered within a fiscal year may be recovered, in whole or in

part, by adjustment of further payments due as a result of service provided during that fiscal year. It is Retiree's responsibility to comply with and notify the District as to earnings limitations applicable to Retiree.

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

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

6. Conditions of Employment: This offer of employment is made subject to the laws of the State of California and to the rules and regulations of the State Board of Education and the Board of Education Of the District, including the California fingerprint and medical clearance laws, all of which are by reference made a part of the terms and conditions of this offer of employment as though they have been fully set forth herein. This contract is subject to ratification by the District Governing Board.
Ratification of this contract is subject to verification of references submitted by Retiree

7. Modifications: This contract may be changed only by the consent of both parties; any such changes shall be reduced to writing, signed and dated by both parties and attached to this contract.

Melanie Christine Acoledo Date 4/1/2025
Retiree's Signature

Christie Young Date 4/1/2025
Principal/Department Head Signature

Date 4/1/2025
Funding Source Signature
(Office of State & Federal)

Date 4/22/2025
Instructional Superintendent

Carlos Castillo (Apr 16, 2025 08:46 PDT)
Date
Chief Academic Officer
(that oversee above Mentioned Program)

Date 5/13/25
Chief, Human Resources

Board Approval Date_____ Item# _____

SF265530v1

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

1. School Site: King Elementary .

2. Administrator: Summer Gaston-Gehris Telephone: 457-2970 .

3. Retiree: Carla Hartunian .

4. Term August 2025 Through: June 2026 .

5. Budget: 030-7090-0260-1110-3130-1260 .

6. Contract Amount: $42,911.00 .

7. Scope of Work Summary: Target chronic/severely chronic absenteeism .

8. Expected Results/Student Outcome: Improved attendance based on ADA .

9. Date item is to appear on Board of Education Agenda: June 18, 2025
(Contracts of $15,000. or more)

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

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

Retiree:	Carla Hartunian	Retiree I.D. Number:	1011047
Department:	King Elementary	Department Number:	0260
Position Title:	Attendance Coordinator	Hourly/Daily Rate of Pay:	$64.4233
Contract Period:	August 2025 – June 2026	Contract Salary Not to Exceed:	$42,911.00
Budget Number:	030-7090-0260-1110-3130-1260	School Site Plan:	G3A1
Funding Source:	7090 LCFF	During this fiscal year, have you signed any other retiree contracts?	No

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

1. Offer of Employment: Retiree is hereby offered retiree employment to serve as a retired certificated employee of the Fresno Unified School District ("District"). The assignment, duties and time of service during the school year shall be as directed by the Governing Board.

2. Employment Classification:

   a. Retiree will be classified as a retired employee who has not been reinstated as an employee of the District as set forth in Education Code section 24214.
   b. Retiree specifically acknowledges that this agreement does not establish any right to probationary or permanent employment status.
   c. Retiree further acknowledges that this agreement does not establish any right to reemployment in any status beyond the term of this agreement.

3. Length of Service: The anticipated length of time for which you are employed is from August 2025, through June 2026, or earlier if any of the following occur:

Notification by the District that the employment hereunder is terminated for any reason including, but not limited to, failure to render satisfactory or acceptable service;

   a. Notification by the District that Retiree's services are no longer needed; or
   b. Loss, surrender or other failure to obtain or retain Retiree's credential.

4. Salary: Subject to verification of teaching experience, job duties/position and limitations set forth in Education Code section 24214.

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

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

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

6. Conditions of Employment: This offer of employment is made subject to the laws of the State of California and to the rules and regulations of the State Board of Education and the Board of Education Of the District, including the California fingerprint and medical clearance laws, all of which are by reference made a part of the terms and conditions of this offer of employment as though they have been fully set forth herein. This contract is subject to ratification by the District Governing Board.
Ratification of this contract is subject to verification of references submitted by Retiree

7. Modifications: This contract may be changed only by the consent of both parties; any such changes shall be reduced to writing, signed and dated by both parties and attached to this contract.

Carlos Hartunian Date 4/22/2025 Summer Judy Gilbert Date 4/22/2025
Retiree's Signature Principal/Department Head Signature

Kristin Shamlin Date 04/23/2025
Funding Source Signature
(Office of State & Federal)

Matt Ward Date 4/23/2025
Instructional Superintendent or Designee

Sandra M. Aguayo
Sandra M. Aguayo (May 27, 2025 14:43 PDT) Date _____
Lead-Instructional Superintendent

Carlos Castillo (Apr 24, 2025 21:08 PDT) Date _____
Chief Academic Officer or Designee
(that oversee above Mentioned Program)

Manila Yang (May 27, 2025 18:16 PDT) Date _____
Director, Human Resources

Board Approval Date_____ Item# _____

SF265530v1
MY265530v2-8.7.24

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

1. School Site: Fresno Adult School .

2. Administrator: Keda Buttles Telephone: 559-457-6025 .

3. Retiree: Rick Lyons .

4. Term August 13, 2025 Through: June 11, 2026 .

5. Budget: 110-6391-0681-4110-1000-1110 .

6. Contract Amount: $29,444.76 – 10 hours per week – FTE .2708

7. Scope of Work Summary: Part-tine teacher to support in areas of: Edgenuity high school diploma classes for adults. Teacher will instruct up to 10 hours per week .

8. Expected Results/Student Outcome: Support adults with completion of high school diploma credits through Edgenuity.

9. Date item is to appear on Board of Education Agenda: 6/18/25
(Contracts of $15,000. or more)

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

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

Retiree:	Rick Lyons	Retiree I.D. Number:	1008693
Department	Fresno Adult School ASE	Department Number:	0680
Position Title:	Part-time hourly teacher	Hourly/Daily Rate of Pay:	$73.4679
Contract Period:	August 13, 2025-June11, 2026	ContractSalary Not to Exceed:	$29,444.76
Budget Number:	110-6391-0681-4110-1000-1110	School Site Plan:	N/A
Funding Source:	Adult Education Fund: CAEP	During this fiscal year, have you signed any other retiree contracts?	N/A

Rick Lyons _____ ("Retiree") is retired from service with the Fresno Unified School District and elects to accept retiree employment pursuant to Education Code section 24214.

1. Offer of Employment: Retiree is hereby offered retiree employment to serve as a retired certificated employee of the Fresno Unified School District ("District"). The assignment, duties and time of service during the school year shall be as directed by the Governing Board.

2. Employment Classification:

   a. Retiree will be classified as a retired employee who has not been reinstated as an employee of the District as set forth in Education Code section 24214.
   b. Retiree specifically acknowledges that this agreement does not establish any right to probationary or permanent employment status.
   c. Retiree further acknowledges that this agreement does not establish any right to reemployment in any status beyond the term of this agreement.

3. Length of Service: The anticipated length of time for which you are employed is from August 13, 2025, through June 11, 2026, or earlier if any of the following occur:

   a. Notification by the District that the employment hereunder is terminated for any reason including, but not limited to, failure to render satisfactory or acceptable service;
   b. Notification by the District that Retiree's services are no longer needed; or
   c. Loss, surrender or other failure to obtain or retain Retiree's credential.

4. Salary: Subject to verification of teaching experience, job duties/position and limitations set forth in Education Code section 24214.

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

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

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

6. Conditions of Employment: This offer of employment is made subject to the laws of the State of California and to the rules and regulations of the State Board of Education and the Board of Education Of the District, including the California fingerprint and medical clearance laws, all of which are by reference made a part of the terms and conditions of this offer of employment as though they have been fully set forth herein. This contract is subject to ratification by the District Governing Board.
Ratification of this contract is subject to verification of references submitted by Retiree

7. Modifications: This contract may be changed only by the consent of both parties; any such changes shall be reduced to writing, signed and dated by both parties and attached to this contract.

Rick L Lyons
Rick L Lyons (May 6, 2025 11:38 PDT)
Retiree's Signature

Date 05/06/2025

Date 5/6/25
Principal/Department Head Signature

Date

Funding Source Signature
(Office of State & Federal)

Rachael Maciel (May 8, 2025 10:33 PDT)
Date 05/08/2025
Instructional Assistant Superintendent
or Designee

Sandra M. Aguayo
Sandra M. Aguayo (May 8, 2025 08:52 PDT)
Date 05/08/2025
Lead-Instructional Superintendent

Carlos Castillo (May 8, 2025 08:38 PDT)
Date 05/08/2025
Chief Academic Office or Designee
(that oversee above Mentioned Program)

Date 6/10/2025
Director, Human Resources

Board Approval Date_____Item#_____

SF265530v1
MY265530v2-8.7.24

Lyons Contract 2025-2026-Lyons

Final Audit Report 2025-05-06

Created:	2025-05-06
By:	Keda Buttles (keda.buttles@fresnounified.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAN9r3SPF-dYzlZy9MZSDOpmPcpx3qsYdR

"Lyons Contract 2025-2026-Lyons" History

Document created by Keda Buttles (keda.buttles@fresnounified.org)
2025-05-06 - 6:34:13 PM GMT- IP address: 206.78.212.44

Document emailed to rick.lyons@fresnounified.org for signature
2025-05-06 - 6:36:33 PM GMT

Email viewed by rick.lyons@fresnounified.org
2025-05-06 - 6:37:18 PM GMT- IP address: 104.47.56.126

Signer rick.lyons@fresnounified.org entered name at signing as Rick L Lyons
2025-05-06 - 6:38:33 PM GMT- IP address: 98.185.223.215

Document e-signed by Rick L Lyons (rick.lyons@fresnounified.org)
Signature Date: 2025-05-06 - 6:38:35 PM GMT - Time Source: server- IP address: 98.185.223.215

Agreement completed.
2025-05-06 - 6:38:35 PM GMT

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

1. School Site: Fresno Adult School .

2. Administrator: Keda Buttles Telephone: 559-457-6025 .

3. Retiree: Sandra Person .

4. Term August 13, 2025 Through: June 11, 2026 .

5. Budget: 110-6391-0681-4110-1000-1110 .

6. Contract Amount: $47,607.00– 18 Hours per week – FTE .45

7. Scope of Work Summary: Part-tine teacher to support in areas of: Edgenuity high school diploma classes for adults. Teacher will instruct up to 18 hours per week .

8. Expected Results/Student Outcome: Support adults with completion of high school diploma credits through Edgenuity.

9. Date item is to appear on Board of Education Agenda: 6/18/25
(Contracts of $15,000. or more)

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

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

Retiree:	Sandra Person	Retiree I.D. Number:	1009054
Department	Fresno Adult School ASE	Department Number:	0680
Position Title:	Part-time hourly teacher	Hourly/Daily Rate of Pay:	$73.4679
Contract Period:	August 13, 2025-June11, 2026	Contract Salary Not to Exceed:	$47,607.00
Budget Number:	110-6391-0681-4110-1000-1110	School Site Plan:	N/A
Funding Source:	Adult Education Fund: CAEP	During this fiscal year, have you signed any other retiree contracts?	N/A

Sandra Person _____ ("Retiree") is retired from service with the Fresno Unified School District and elects to accept retiree employment pursuant to Education Code section 24214.

1. Offer of Employment: Retiree is hereby offered retiree employment to serve as a retired certificated employee of the Fresno Unified School District ("District"). The assignment, duties and time of service during the school year shall be as directed by the Governing Board.

2. Employment Classification:

   a. Retiree will be classified as a retired employee who has not been reinstated as an employee of the District as set forth in Education Code section 24214.
   b. Retiree specifically acknowledges that this agreement does not establish any right to probationary or permanent employment status.
   c. Retiree further acknowledges that this agreement does not establish any right to reemployment in any status beyond the term of this agreement.

3. Length of Service: The anticipated length of time for which you are employed is from August 13, 2025, through June 11, 2026, or earlier if any of the following occur:

   a. Notification by the District that the employment hereunder is terminated for any reason including, but not limited to, failure to render satisfactory or acceptable service;
   b. Notification by the District that Retiree's services are no longer needed; or
   c. Loss, surrender or other failure to obtain or retain Retiree's credential.

4. Salary: Subject to verification of teaching experience, job duties/position and limitations set forth in Education Code section 24214.

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

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

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

6. Conditions of Employment: This offer of employment is made subject to the laws of the State of California and to the rules and regulations of the State Board of Education and the Board of Education Of the District, including the California fingerprint and medical clearance laws, all of which are by reference made a part of the terms and conditions of this offer of employment as though they have been fully set forth herein. This contract is subject to ratification by the District Governing Board.
Ratification of this contract is subject to verification of references submitted by Retiree

7. Modifications: This contract may be changed only by the consent of both parties; any such changes shall be reduced to writing, signed and dated by both parties and attached to this contract.

Retiree's Signature — Date 3/7/25

Principal/Department Head Signature — Date 3/10/25

Funding Source Signature
(Office of State & Federal) — Date

Rachael Maciel (May 8, 2025 10:33 PDT) — Date 05/08/2025
Instructional Assistant Superintendent
or Designee

Sandra M. Aguayo
Sandra M. Aguayo (May 8, 2025 08:53 PDT) — Date 05/08/2025
Lead-Instructional Superintendent

Carlos Castillo (May 8, 2025 08:35 PDT) — Date 05/08/2025
Chief Academic Office or Designee
(that oversee above Mentioned Program)

Director, Human Resources — Date 6/10/2025

SF265530v1
MY265530v2.8.7.24

Board Approval Date_____Item#_____

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

1. School Site: Fresno Adult School .

2. Administrator: Michael Robinson Telephone: 559-457-6025 .

3. Retiree: Jerry Provencio

4. Term August 13, 2025, Through: June 11, 2026 .

5. Budget: 110-6391-0675-4110-1000-1110 .

6. Contract Amount: $48,929.62 – 18 Hours per week – FTE .4500

7. Scope of Work Summary: Part-tine teacher to support in areas of: English as a Second Language classes. Teacher will instruct up to 18 hours per week. .

8. Expected Results/Student Outcome: Support second language students with becoming fluent in reading, writing, speaking and listening in English. .

9. Date item is to appear on Board of Education Agenda: __June, 18, 2025____
(Contracts of $15,000. or more)

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

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

Retiree:	Jerry Provencio	Retiree I.D. Number:	1003522
Department	Fresno Adult School ESL Dept.	Department Number:	0675
Position Title:	Part-time hourly teacher	Hourly/Daily Rate of Pay:	$73.4679
Contract Period:	August 13, 2025-June 11, 2026	Contract Salary Not to Exceed:	$48,929.62
Budget Number:	110-6391-0675-4110-1000-1110	School Site Plan:	N/A
Funding Source:	Adult Education Fund: CAEP	During this fiscal year, have you signed any other retiree contracts?	N/A

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

1. Offer of Employment: Retiree is hereby offered retiree employment to serve as a retired certificated employee of the Fresno Unified School District ("District"). The assignment, duties and time of service during the school year shall be as directed by the Governing Board.

2. Employment Classification:

   a. Retiree will be classified as a retired employee who has not been reinstated as an employee of the District as set forth in Education Code section 24214.
   b. Retiree specifically acknowledges that this agreement does not establish any right to probationary or permanent employment status.
   c. Retiree further acknowledges that this agreement does not establish any right to reemployment in any status beyond the term of this agreement.

3. Length of Service: The anticipated length of time for which you are employed is **from August 13, 2025, through June 11, 2026**, or earlier if any of the following occur:

   a. Notification by the District that the employment hereunder is terminated for any reason including, but not limited to, failure to render satisfactory or acceptable service;
   b. Notification by the District that Retiree's services are no longer needed; or
   c. Loss, surrender or other failure to obtain or retain Retiree's credential.

4. Salary: Subject to verification of teaching experience, job duties/position and limitations set forth in Education Code section 24214.
   The District shall be entitled to recover for any erroneous excess payment, regardless of cause. Excess payments discovered within a fiscal year may be recovered, in whole or in part, by adjustment of further payments due as a result of service provided during that fiscal year. It is Retiree's responsibility to comply with and notify the District as to earnings limitations applicable to Retiree.

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

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

6. Conditions of Employment: This offer of employment is made subject to the laws of the State of California and to the rules and regulations of the State Board of Education and the Board of Education Of the District, including the California fingerprint and medical clearance laws, all of which are by reference made a part of the terms and conditions of this offer of employment as though they have been fully set forth herein. This contract is subject to ratification by the District Governing Board.
Ratification of this contract is subject to verification of references submitted by Retiree

7. Modifications: This contract may be changed only by the consent of both parties; any such changes shall be reduced to writing, signed and dated by both parties and attached to this contract.

_____ Date 3/3/25
Retiree's Signature

_____ Date 3/6/25
Principal/Department Head Signature

_____ Date _____
Funding Source Signature
(Office of State & Federal)

Rachael Maciel (May 16, 2025 15:07 PDT) Date 05/16/2025
Instructional Assistant Superintendent
or Designee

Sandra M. Aguayo
Sandra M. Aguayo (May 21, 2025 14:16 PDT) Date 05/21/2025
Lead-Instructional Superintendent

Carlos Castillo (May 21, 2025 07:43 PDT) Date 05/21/2025
Chief Academic Office or Designee
(that oversee above Mentioned Program)

_____ Date 6/10/2025
Director, Human Resources

Board Approval Date_____ Item# _____

SF265530v1
MY265530v2-8.7.24

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

1. School Site: Fresno Adult School .

2. Administrator: Keda Buttles Telephone: 559-457-6025 .

3. Retiree: Michael Weimer

4. Term August 13, 2025 Through: June 11, 2026 .

5. Budget: 1 10-6391-0681-4110-1000-1110 .

6. Contract Amount: $48,929.62 – 18 Hours per week – FTE .45

7. Scope of Work Summary: Part-time teacher to support in areas of: Edgenuity high school diploma classes for concurrent students and adult students. Teacher will instruct up to 18 hours per week .

8. Expected Results/Student Outcome: Support concurrent and adults with completion of high school diploma credits through Edgenuity.

9. Date item is to appear on Board of Education Agenda: June 18, 2025
(Contracts of $15,000. or more)

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

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

Retiree:	Michael Weimer	Retiree I.D. Number:	1002599
Department	Fresno Adult School ASE	Department Number:	0680
Position Title:	Part-time hourly teacher	Hourly/Daily Rate of Pay:	$73.4679
Contract Period:	August 13, 2025-June 11, 2026	Contract Salary Not to Exceed:	$48,929.62
Budget Number:	110-6391-0681-4110-1000-1110	School Site Plan:	N/A
Funding Source:	Adult Education Fund: CAEP	During this fiscal year, have you signed any other retiree contracts?	N/A

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

1. Offer of Employment: Retiree is hereby offered retiree employment to serve as a retired certificated employee of the Fresno Unified School District ("District"). The assignment, duties and time of service during the school year shall be as directed by the Governing Board.

2. Employment Classification:

   a. Retiree will be classified as a retired employee who has not been reinstated as an employee of the District as set forth in Education Code section 24214.
   b. Retiree specifically acknowledges that this agreement does not establish any right to probationary or permanent employment status.
   c. Retiree further acknowledges that this agreement does not establish any right to reemployment in any status beyond the term of this agreement.

3. Length of Service: The anticipated length of time for which you are employed is from August 13, 2025, through June 11, 2026, or earlier if any of the following occur:

   a. Notification by the District that the employment hereunder is terminated for any reason including, but not limited to, failure to render satisfactory or acceptable service;
   b. Notification by the District that Retiree's services are no longer needed; or
   c. Loss, surrender or other failure to obtain or retain Retiree's credential.

4. Salary: Subject to verification of teaching experience, job duties/position and limitations set forth in Education Code section 24214.

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

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

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

6. Conditions of Employment: This offer of employment is made subject to the laws of the State of California and to the rules and regulations of the State Board of Education and the Board of Education Of the District, including the California fingerprint and medical clearance laws, all of which are by reference made a part of the terms and conditions of this offer of employment as though they have been fully set forth herein. This contract is subject to ratification by the District Governing Board.
Ratification of this contract is subject to verification of references submitted by Retiree

7. Modifications: This contract may be changed only by the consent of both parties; any such changes shall be reduced to writing, signed and dated by both parties and attached to this contract.

Michael Weiner Date 3-6-25
Retiree's Signature

N/A Date
Funding Source Signature
(Office of State & Federal)

Date 3-10-25
Principal/Department Head Signature

Rachael Maciel (May 16, 2025 15:07 PDT) Date 05/16/2025
Instructional Assistant Superintendent
or Designee

Sandra M. Aguayo
Sandra M. Aguayo (May 21, 2025 09:28 PDT) Date 05/21/2025
Lead-Instructional Superintendent

Carlos Castillo (May 21, 2025 07:43 PDT) Date 05/21/2025
Chief Academic Office or Designee
(that oversee above Mentioned Program)

Date 6/10/2025
Director, Human Resources

Board Approval Date_____Item#_____

SF265530v1
MY265530v2-8.7.24

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

1. School Site: Elementary Speech Language Pathology Department .

2. Administrator: Deanna Hoffman Telephone: 457-3220 .

3. Retiree: Nancy Harris .

4. Term 6/20/25 Through: 6/30/25 .

5. Budget: 030-0146-1787-5765-3140-1260 .

6. Contract Amount: $3,990 - 7 days at 6 hours .

7. Scope of Work Summary: Provide IEP Speech Services to Students .

8. Expected Results/Student Outcome: Ensure IEP goals are met .

9. Date item is to appear on Board of Education Agenda: 6/18/25
(Contracts of $15,000. or more)

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

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

Retiree:	Nancy Harris	Retiree I.D. Number:	1005585
Department:	Elementary Speech Language Pathology	Department Number:	781
Position Title:	Speech Language Pathologist	Hourly/Daily Rate of Pay:	$94.3878
Contract Period:	6/20/25-6/30/25	Contract Salary Not to Exceed:	$3,990
Budget Number:	030-0146-1787-5765-3140-1260	School Site Plan:	N/A
Funding Source:	Special Education	During this fiscal year, have you signed any other retiree contracts?	Yes

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

1. Offer of Employment: Retiree is hereby offered retiree employment to serve as a retired certificated employee of the Fresno Unified School District ("District"). The assignment, duties and time of service during the school year shall be as directed by the Governing Board.

2. Employment Classification:

   a. Retiree will be classified as a retired employee who has not been reinstated as an employee of the District as set forth in Education Code section 24214.
   b. Retiree specifically acknowledges that this agreement does not establish any right to probationary or permanent employment status.
   c. Retiree further acknowledges that this agreement does not establish any right to reemployment in any status beyond the term of this agreement.

3. Length of Service: The anticipated length of time for which you are employed is from 6/20, 2025, through June 30, 2025 or earlier if any of the following occur:

Notification by the District that the employment hereunder is terminated for any reason including, but not limited to, failure to render satisfactory or acceptable service;

   a. Notification by the District that Retiree's services are no longer needed; or
   b. Loss, surrender or other failure to obtain or retain Retiree's credential.

4. Salary: Subject to verification of teaching experience, job duties/position and limitations set forth in Education Code section 24214.

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

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

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

6. Conditions of Employment: This offer of employment is made subject to the laws of the State of California and to the rules and regulations of the State Board of Education and the Board of Education Of the District, including the California fingerprint and medical clearance laws, all of which are by reference made a part of the terms and conditions of this offer of employment as though they have been fully set forth herein. This contract is subject to ratification by the District Governing Board.
Ratification of this contract is subject to verification of references submitted by Retiree

7. Modifications: This contract may be changed only by the consent of both parties; any such changes shall be reduced to writing, signed and dated by both parties and attached to this contract.

Nancy Harris
Nancy Harris (Jun 6, 2025 16:56 PDT)
Retiree's Signature

Date 06/06/2025

Funding Source Signature
(Office of State & Federal)

Date

Principal/Department Head Signature

Date 06/09/2025

Instructional Superintendent or Designee

Date 06/09/2025

Lead Instructional Superintendent

Date

Carlos Castillo (Jun 10, 2025 14:45 PDT)
Chief Academic Officer or Designee
(that oversee above Mentioned Program)

Date

Director, Human Resources

Date 6/10/2025

Board Approval Date_____ Item# _____

SF265530v1
MY265530v2-8.7.24

Nancy Harris - 6.20-6.30.25 ESY

Final Audit Report 2025-06-09

Created:	2025-06-06
By:	Karina Martinez (Karina.Martinez@fresnounified.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyMFvSL5WrtZbJE6_MR1kFjc-OrdW6vVw

"Nancy Harris - 6.20-6.30.25 ESY" History

Document created by Karina Martinez (Karina.Martinez@fresnounified.org)
2025-06-06 - 7:57:23 PM GMT- IP address: 206.78.213.88

Document emailed to nancy.harris@fresnounified.org for signature
2025-06-06 - 7:57:50 PM GMT

Email viewed by nancy.harris@fresnounified.org
2025-06-06 - 11:54:10 PM GMT- IP address: 172.226.3.184

Signer nancy.harris@fresnounified.org entered name at signing as Nancy Harris
2025-06-06 - 11:56:54 PM GMT- IP address: 98.255.22.170

Document e-signed by Nancy Harris (nancy.harris@fresnounified.org)
Signature Date: 2025-06-06 - 11:56:56 PM GMT - Time Source: server- IP address: 98.255.22.170

Document emailed to Tangee Pinheiro (tangee.pinheiro@fresnounified.org) for signature
2025-06-06 - 11:56:57 PM GMT

Email viewed by Tangee Pinheiro (tangee.pinheiro@fresnounified.org)
2025-06-09 - 7:46:17 PM GMT- IP address: 104.28.111.133

Document e-signed by Tangee Pinheiro (tangee.pinheiro@fresnounified.org)
Signature Date: 2025-06-09 - 7:46:33 PM GMT - Time Source: server- IP address: 174.227.148.4

Agreement completed.
2025-06-09 - 7:46:33 PM GMT

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

1. School Site: Elementary Speech Language Pathology Department.

2. Administrator: Deanna Hoffman Telephone: 457-3220.

3. Retiree: Nancy Harris.

4. Term 7/1/25 Through: 7/11/25.

5. Budget: 030-0146-1787-5765-3140-1260.

6. Contract Amount: $4734.48 (8 days at 6 hours per day).

7. Scope of Work Summary: Provide IEP Speech Services to Students.

8. Expected Results/Student Outcome: Ensure IEP goals are met.

9. Date item is to appear on Board of Education Agenda: 6/18/25
(Contracts of $15,000. or more)

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

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

Retiree:	Nancy Harris	Retiree I.D. Number:	1005585
Department:	Elementary Speech Language Pathology	Department Number:	781
Position Title:	Speech Language Pathologist	Hourly/Daily Rate of Pay:	$98.6353
Contract Period:	7/1/25 - 7/11/25	Contract Salary Not to Exceed:	$4734.48
Budget Number:	030-0146-1787-5765-3140-1260	School Site Plan:	N/A
Funding Source:	Special Education	During this fiscal year, have you signed any other retiree contracts?	Yes

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

1. Offer of Employment: Retiree is hereby offered retiree employment to serve as a retired certificated employee of the Fresno Unified School District ("District"). The assignment, duties and time of service during the school year shall be as directed by the Governing Board.

2. Employment Classification:

   a. Retiree will be classified as a retired employee who has not been reinstated as an employee of the District as set forth in Education Code section 24214.
   b. Retiree specifically acknowledges that this agreement does not establish any right to probationary or permanent employment status.
   c. Retiree further acknowledges that this agreement does not establish any right to reemployment in any status beyond the term of this agreement.

3. Length of Service: The anticipated length of time for which you are employed is from July 1, 2025, through July 11, 2025, or earlier if any of the following occur:

Notification by the District that the employment hereunder is terminated for any reason including, but not limited to, failure to render satisfactory or acceptable service;

   a. Notification by the District that Retiree's services are no longer needed; or
   b. Loss, surrender or other failure to obtain or retain Retiree's credential.

4. Salary: Subject to verification of teaching experience, job duties/position and limitations set forth in Education Code section 24214.

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

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

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

6. Conditions of Employment: This offer of employment is made subject to the laws of the State of California and to the rules and regulations of the State Board of Education and the Board of Education Of the District, including the California fingerprint and medical clearance laws, all of which are by reference made a part of the terms and conditions of this offer of employment as though they have been fully set forth herein. This contract is subject to ratification by the District Governing Board.
Ratification of this contract is subject to verification of references submitted by Retiree

7. Modifications: This contract may be changed only by the consent of both parties; any such changes shall be reduced to writing, signed and dated by both parties and attached to this contract.

[redacted] Jun 9, 2025 12:02 PDT) Date 06/09/2025
Retiree's Signature

Date
Funding Source Signature
(Office of State & Federal)

Date 06/09/2025
Principal/Department Head Signature

Date 06/09/2025
Instructional Superintendent or Designee

Date
Lead-Instructional Superintendent

Carlos Castillo (Jun 10, 2025 14:45 PDT) Date
Chief Academic Officer or Designee
(that oversee above Mentioned Program)

Date 6/10/2025
Director, Human Resources

Board Approval Date_____ Item# _____

SF265530v1
MY265530v2-8.7.24

Nancy Harris - 7.1-7.13.25 ESY

Final Audit Report 2025-06-09

Created:	2025-06-06
By:	Karina Martinez (Karina.Martinez@fresnounified.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUT_bokJAY21zrd9YToAlCZXQKI0dZDTm

"Nancy Harris - 7.1-7.13.25 ESY" History

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2025-06-06 - 7:53:30 PM GMT

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2025-06-07 - 6:08:25 AM GMT- IP address: 172.226.3.165

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2025-06-09 - 7:00:31 PM GMT- IP address: 172.226.212.19

Signer nancy.harris@fresnounified.org entered name at signing as Nancy Harris
2025-06-09 - 7:02:56 PM GMT- IP address: 98.255.22.170

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Signature Date: 2025-06-09 - 7:02:58 PM GMT - Time Source: server- IP address: 98.255.22.170

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2025-06-09 - 7:03:00 PM GMT

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2025-06-09 - 7:45:11 PM GMT- IP address: 104.28.123.112

Document e-signed by Tangee Pinheiro (tangee.pinheiro@fresnounified.org)
Signature Date: 2025-06-09 - 7:45:33 PM GMT - Time Source: server- IP address: 174.227.148.4

Agreement completed.
2025-06-09 - 7:45:33 PM GMT

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

1. School Site: Elementary Speech Language Pathology Department.

2. Administrator: Deanna Hoffman Telephone: 457-3220.

3. Retiree: Nancy Harris.

4. Term 8/19/25 Through: 6/11/26.

5. Budget: 060-6500-1781-5760-1190-1110.

6. Contract Amount: $57,445.20 duty days at 8 hours per day, for a .4 FTE.

7. Scope of Work Summary: Provide IEP Speech Services to Students.

8. Expected Results/Student Outcome: Ensure IEP goals are met.

9. Date item is to appear on Board of Education Agenda: 6/18/25
(Contracts of $15,000. or more)

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

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

Retiree:	Nancy Harris	Retiree I.D. Number:	1005585
Department:	Elementary Speech Language Pathology	Department Number:	781
Position Title:	Speech Language Pathologist	Hourly/Daily Rate of Pay:	$98.6353
Contract Period:	8/19/25 - 6/11/26	Contract Salary Not to Exceed:	$57,445.20
Budget Number:	060-6500-1781-5760-1190-1110	School Site Plan:	N/A
Funding Source:	Special Education	During this fiscal year, have you signed any other retiree contracts?	Yes

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

1. Offer of Employment: Retiree is hereby offered retiree employment to serve as a retired certificated employee of the Fresno Unified School District ("District"). The assignment, duties and time of service during the school year shall be as directed by the Governing Board.

2. Employment Classification:

   a. Retiree will be classified as a retired employee who has not been reinstated as an employee of the District as set forth in Education Code section 24214.
   b. Retiree specifically acknowledges that this agreement does not establish any right to probationary or permanent employment status.
   c. Retiree further acknowledges that this agreement does not establish any right to reemployment in any status beyond the term of this agreement.

3. Length of Service: The anticipated length of time for which you are employed is from August 19, 20 25, through June 11, 2026, or earlier if any of the following occur:

Notification by the District that the employment hereunder is terminated for any reason including, but not limited to, failure to render satisfactory or acceptable service;

   a. Notification by the District that Retiree's services are no longer needed; or
   b. Loss, surrender or other failure to obtain or retain Retiree's credential.

4. Salary: Subject to verification of teaching experience, job duties/position and limitations set forth in Education Code section 24214.

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

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

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

6. Conditions of Employment: This offer of employment is made subject to the laws of the State of California and to the rules and regulations of the State Board of Education and the Board of Education Of the District, including the California fingerprint and medical clearance laws, all of which are by reference made a part of the terms and conditions of this offer of employment as though they have been fully set forth herein. This contract is subject to ratification by the District Governing Board.
Ratification of this contract is subject to verification of references submitted by Retiree

7. Modifications: This contract may be changed only by the consent of both parties; any such changes shall be reduced to writing, signed and dated by both parties and attached to this contract.

[redacted] (Jun 9, 2025 11:18 PDT)
Retiree's Signature

Date 06/09/2025

Date _____

Funding Source Signature
(Office of State & Federal)

Date 06/09/2025
Principal/Department Head Signature

Date 06/09/2025
Instructional Superintendent or Designee

Date _____
Lead-Instructional Superintendent

Carlos Castillo (Jun 10, 2025 14:46 PDT)
Date _____
Chief Academic Officer or Designee
(that oversee above Mentioned Program)

Date 6/10/2025
Director, Human Resources

Board Approval Date_____ Item# _____

SF265530v1
MY265530v2-8.7.24

Nancy Harris Retiree Contract 2025-2026-Signed (004)

Final Audit Report 2025-06-09

Created:	2025-06-09
By:	Karina Martinez (Karina.Martinez@fresnounified.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgXihwtYmyruJ1xsDgPzf5MzYQrzLD50B

"Nancy Harris Retiree Contract 2025-2026-Signed (004)" History

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2025-06-09 - 6:02:25 PM GMT

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2025-06-09 - 6:14:36 PM GMT- IP address: 172.226.212.26

Signer nancy.harris@fresnounified.org entered name at signing as Nancy Harris
2025-06-09 - 6:18:10 PM GMT- IP address: 107.127.14.74

Document e-signed by Nancy Harris (nancy.harris@fresnounified.org)
Signature Date: 2025-06-09 - 6:18:12 PM GMT - Time Source: server- IP address: 107.127.14.74

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2025-06-09 - 6:18:13 PM GMT

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Document e-signed by Tangee Pinheiro (tangee.pinheiro@fresnounified.org)
Signature Date: 2025-06-09 - 7:45:56 PM GMT - Time Source: server- IP address: 174.227.148.4

Agreement completed.
2025-06-09 - 7:45:56 PM GMT

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: June 18, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Annual Agreements for the 2025/26 School Year – Primary Report

ITEM DESCRIPTION: Included in the Board material is a matrix detailing agreements to provide services to Fresno Unified School District. These agreements include, but are not limited to, the categories as follows:

- Leadership and Professional Development
- Opportunities to promote arts, activities, and athletics
- Student Achievement Outcomes
- Social Emotional Supports
- Teacher Development
- Technology

This item includes all agreements with the exception of those that may present a potential conflict of interest for an individual Board member. All remaining agreements are in the Supplemental Report and presented as a second agenda item.

By separating the agreements in this manner, Board members with potential conflicts of interest can abstain from acting on the Supplemental Report while still voting along with the rest of the Board on the Primary Report.

Please be advised that pursuant to Board Bylaw 9270, each individual board member has a continuing duty to disclose and abstain from voting on any item where the potential for a conflict of interest exists.

Copies of the individual agreements are available for review in the Business & Financial Services Division. Agreements will commence after Board approval and will end no later than June 30, 2026.

FINANCIAL SUMMARY: Sufficient funds have been budgeted in the 2025/26 budget. These investments will be funded through the appropriate budgets, as detailed in the matrix.

PREPARED BY: Ashlee Chiarito, Ed.D.

DIVISION: Business and Financial Services

CABINET APPROVAL PHONE: (559) 457-6226

CABINET APPROVAL: Chief Financial Officer, Patrick Jensen

Fresno Unified School District
Independent Contractor Services
June 2025 - Primary Report

BOE: June 18, 2025

Contract Number	Vendor Name	Vendor Type	Principal/Department Leader	Instructional Superintendent/ Executive Director	Cabinet Representative Title	New Vendor	School/Department	Contract Start Date	Contract End Date	Scope of Work	Funding Source	Estimated Cost
242822	Advanced Workplace Strategies Inc	Corporation	David Chavez	David Chavez	Chief Human Resources	No	Human Resources	7/1/2025	6/30/2026	AWSI agrees to provide DOT testing for Fresno Unified School District. These services include providing employee names for random testing and providing test results to DISA.	Human Resources/Labor Relations	$ 18,000
246561	Alboum and Associates LLC	LLC filing as Corp	Zuleica Murillo	Nikki Henry	Chief Information Officer	No	Translation and Interpret Serv	7/1/2025	6/30/2026	Contractor will provide translation management by use of Smarting's translation management platform optimize internal translation process.	Translation Services	$ 65,000
246576	Baayan Bakari	LLC filing as Corp	Tonisha Hargrove	Carlos Castilo	Chief Academic Officer	No	Instructional Services	7/1/2025	6/30/2026	The Khepera Curriculum Group's team will offer to meet monthly with the instructors who are teaching the We Are All Contributors Ethnic Studies Curriculum to offer feedback and ways to ensure the curriculum stays relevant for Fresno students. The Khepera Curriculum team will also offer a Professional Learning Community and professional development for the facilitators.	IASA: Title I Basic Grants Low	$ 100,000
247268	Baayan Bakari	LLC filing as Corp	Zerina Hargrove-Brown	Ambra O'Connor	Chief of Staff	No	Analysis, Measurement & Accountability (AMA)	7/1/2025	6/30/2026	Development and facilitation of training sessions introducing district leadership to the Targeted Universalism framework. Sessions focused on aligning shared educational goals with targeted strategies to support student groups experiencing barriers to access. Includes custom materials, leadership engagement, and evaluation tools.	IASA: Title I Basic Grants Low	$ 230,000
246308	Benedict College	Other Non-Profit Org	Jeremy Ward	Carlos Castilo	Chief Academic Officer	No	College Readiness	7/1/2025	6/30/2026	Step Up program Tuition, instruction and academic support cost for Cohort III from original MOU.	IASA: Title I Basic Grants Low	$ 61,060
249505	Benedict College	Other Non-Profit Org	Nancy Witrado	Carlos Castilo	Chief Academic Officer	No	College Readiness	7/1/2025	6/30/2026	Step Up program Tuition, instruction and academic support cost for Cohort IV from original MOU.	IASA: Title I Basic Grants Low	$ 49,750
240686	Black Students of California United	Corporation	Lisa Mitchell	Carlos Castilo	Chief Equity & Access	No	African American Academic Acceleration (A4)	7/1/2025	6/30/2026	Membership fees for BSU Club, Workshops (monthly), Student Leadership Conference.	One-Time Supplemental & Concentration	$ 100,500
243635	CA Fire Fighter Jt Appshp Prog	Corporation	Jeremy Ward	Carlos Castilo	Chief Academic Officer	No	Career Education	7/1/2025	6/30/2026	Fresno Unified School District is the Local Education Agency (LEA) awarded funds for state approved joint apprenticeship programs approved by the California Community Colleges Chancellors Office.	Apprenticeship Program	$ 1,537,225
247101	Caeton Enterprises Inc	Corporation	Stacey Sandoval	Patrick Jensen	Chief Financial Officer	No	Benefits & Risk Management	7/1/2025	6/30/2026	The services provided are related to claim/litigation management support.	Liability/Property ISF	$ 84,600
232689	California Child Care Resources & Referral Network	Other Non-Profit Org	Maria Ceballos Tapia	Carlos Castilo	Chief Academic Officer	No	Preschool Office	7/1/2025	6/30/2026	Provide professional learning and technical assistance around dual language learner strategies for home-based early learning programs. Services measured by attendance records and feedback surveys.	Dual Language Learners Professional Development Grant	$ 100,000
241595	California Department of Education		Maria Ceballos Tapia	Carlos Castilo	Chief Academic Officer	No	Preschool Office	7/1/2025	6/30/2026	This contract's scope of work includes services for part-day and full-day preschool programs for a minimum of 3,000 eligible 3 and 4 year-old children district-wide. The contract covers all personnel, materials and supplies, and professional learning for preschool instructional staff.	Child Development: California State Preschool Program (CSPP)	$ 21,309,309
245300	California Department of Education		Maria Ceballos Tapia	Carlos Castilo	Chief Academic Officer	No	Preschool Office	7/1/2025	6/30/2026	The California Prekindergarten and Family Literacy (CPKS) program contract scope of work must promote and support interactive literacy activities for children and families. The CPKS support contract supplements the California State Preschool Program contract and is an expenditure-only contract.	Prekindergarten & Family Literacy Program - Parent	$ 40,000
246285	Career Nexus	Other Non-Profit Org	Jeremy Ward	Carlos Castilo	Chief Academic Officer	No	Career Education	7/1/2025	6/30/2026	Career Nexus will support students from Fresno Unified School District (FUSD) secondary schools in gaining hands-on experience and workforce-ready skills through workshops at the Internship Center.	Career Vocational Education/Workforce Readiness	$ 22,500
244625	Central Valley Immigrant Integration Collaborative	Other Non-Profit Org	Maiyer Vang	Nikki Henry	Chief Information Officer	No	Parent Involvement Office	7/1/2025	6/30/2026	Central Valley Immigrant Integration Collaborative (CVIIC) in conjunction with four (4) other nonprofit immigration legal services providers, will conduct six (6) free immigration legal services workshops for families and students at FUSD schools.	Parent University	$ 80,000
238456	Centro La Familia Advocacy Services Inc	Other Non-Profit Org	Erica Piedra	Carlos Castilo	Chief Academic Officer	No	Multi-Lingual/Multi-Cultural	7/1/2025	6/30/2026	Centro La Familia Advocacy Services Inc (CLFA) will serve as a referral source for the New American program, provide training to FUSD staff, and participate in the FUSD community outreach events. CLFA will also provide linkages to all families referred for services and integrate them into our array of available programs.	California Newcomer Education and Well-Being Project	$ 15,000
232803	Childrens Services Network	Other Non-Profit Org	Maria Ceballos Tapia	Carlos Castilo	Chief Academic Officer	No	Preschool Office	7/1/2025	6/30/2026	Provide professional learning and coaching around dual language learner strategies for home-based early learning and care providers. Services measured by attendance records, feedback surveys, and coaching logs.	Dual Language Learners Professional Development Grant	$ 100,000
246217	Community Initiatives	Other Non-Profit Org	Darrin Person	Carlos Castilo	Chief Equity & Access	No	Diversity Equity & Inclusion (DEI)	7/1/2025	6/30/2026	The contractor will provide LEA-level coaching, consultation, and professional learning to support the implementation of Community School strategies at up to 29 FUSD sites.	Community Schools Support	$ 80,000
238536	Community Justice Alliance Inc	Other Non-Profit Org	Erica Piedra	Carlos Castilo	Chief Academic Officer	No	Multi-Lingual/Multi-Cultural	7/1/2025	6/30/2026	As required by our CalNEW awarded grant funds, Community Justice Alliance will help identify and provide strengthened supports for unaccompanied, undocumented youth in Fresno Unified by providing holistic legal and social services programming through this grant.	California Newcomer Education and Well-Being Project	$ 25,000
243224	Core Districts	Other Non-Profit Org	Rachael Maciel	Carlos Castilo	Chief Academic Officer	No	Instructional Services	7/1/2025	6/30/2026	CORE Districts will work collaboratively with Bullard, Duncan, Edison, Fresno, Hoover, McLane, Roosevelt, Patino, and Sunnyside with data monitoring tools, change ideas, and meeting routines that have been proven to improve the percentage of students who are leaving 9th grade on-track to graduate.	Analysis, Measurement & Accountability	$ 310,000
246954	Core Districts	Other Non-Profit Org	Zerina Hargrove-Brown	Ambra O'Connor	Chief of Staff	No	Analysis, Measurement & Accountability (AMA)	7/1/2025	6/30/2026	Co-Construct a Continuous Improvement Strategy: Provide infrastructure for collaboration, manage logistics, serve as a steward for improvement community integrity and effectiveness, and listen to feedback and adjust approach. Facilitate connections and coordinate collaborations between departments, across districts engaged in similar work, connect districts with well-aligned resources.	Deputy Superintendent's Office	$ 235,000
242571	Curriculum Associates Inc	Corporation	Erica Piedra	Carlos Castilo	Chief Academic Officer	No	Multi-Lingual/Multi-Cultural	7/1/2025	6/30/2026	The Ellevation Platform is a program management system which will provide teachers, district, and site administrators with an instructional planning tool for multilingual learners (ML's) to ensure all our ML's are supported through high-quality ELD programs with the following: ELPAC/ELPI score analysis, EL/RFEP progress monitoring, reclassification workflows, translated parent letters, FPM support.	IASA: Title I Basic Grants Low	$ 165,968
244150	DBT in Schools LLC	LLC filing as Corp	Rita Baharian	Carlos Castilo	Chief Equity & Access	Yes	Prevention And Intervention	8/1/2025	10/31/2025	This 3-day Dialectical Behavior Therapy (DBT) training will equip up to 90 Fresno USD Social Workers with practical skills for student behavior/emotion management. Participants will learn DBT techniques, including application for counseling sessions. The goal is to enhance social worker effectiveness, leading to better educational outcomes for students.	Medi-Cal Billing Option	$ 51,975
243821	Donald Keith Cappelluti	Individual	Connie Cha	Carlos Castilo	Chief Academic Officer	No	Summer School Administration	7/1/2025	6/30/2026	Donald Keith Cappelluti will design and produce print-ready files of the 2025-2026 Winter and Summer Camp catalogs in three languages: English, Spanish and Hmong for Fresno Unified Expanded Learning Department.	Expanded Learning Opportunities Program	$ 16,003
246580	eCIFM Solutions Inc		Lodgerio Jorge	Paul Idsvoog	Chief Operations Officer	No	Maintenance And Operations	7/1/2025	6/30/2026	TRIRIGA is the software we use for our Maintenance Work Order System. It provides a Cloud based Software as a Service (SaaS). Includes licenses and OTG Mobile Licenses. Includes proposal for Year 1 and renewal for years 2 &3.	Ongoing & Major Maintenance Account	$ 359,133
246979	eCIFM Solutions Inc		Lodgerio Jorge	Paul Idsvoog	Chief Operations Officer	No	Maintenance And Operations	8/1/2025	6/30/2026	eCIFM will follow their "Cumulative Approach" for CLIENT's TRIRIGA Application upgrade. eCIFM will apply all enhancements provided by IBM in the new application and merge with CLIENT's existing enhanced configurations for CLIENT testing including one (1) dry run and acceptance for PRODUCTION deployment. The implementation approach is further detailed in the Implementation Approach section of this	Ongoing & Major Maintenance Account	$ 144,148
246997	eCIFM Solutions Inc		Lodgerio Jorge	Paul Idsvoog	Chief Operations Officer	No	Maintenance And Operations	7/1/2025	6/30/2026	Provide technical support for the TRIRIGA work order system. 24/7 support charged on a Time & Material basis.	Ongoing & Major Maintenance Account	$ 44,160
245357	EQ Launchpad	Sole Proprietor	Rita Baharian	Carlos Castilo	Chief Equity & Access	No	Prevention And Intervention	7/1/2025	6/30/2026	The contract will provide professional learning (PL) to approximately 500-600 educators from various sites on Social Emotional Learning (SEL) strategies and practices to improve students and staff mental health and wellbeing as well as overall student outcomes.	Medi-Cal Billing Option LCFF Equity Multiplier	$ 75,600
250446	Fairbank, Maslin, Maullin, Metz & Associates Inc	Corporation	Nikki Henry	Nikki Henry	Chief Information Officer	No	Community Information	7/1/2025	6/30/2026	Fairbank, Maslin, Maullin, Metz & Associates (FM3) is pleased to present this proposal to conduct another follow-up survey among parents/guardians of students in the Fresno Unified School District (the "District"). The survey will track and build upon the findings of the prior surveys we conducted for the District, while providing the opportunity for some different research questions if desired.	Communications	$ 40,000
244333	Foster & Foster Consulting Actuaries Inc	Corporation	Steven Shubin	Patrick Jensen	Chief Financial Officer	Yes	Benefits & Risk Management	7/1/2025	6/30/2026	Actuarial consulting services related to the Worker's Compensation, Defined Benefits, Liability and Heath internal services funds.	Health Benefit ISF Workers' Compensation ISF Liability/Property ISF	$ 22,500
244826	Fresno County Superintendent of Schools	State Government	Sandra Aguayo	Carlos Castilo	Chief Academic Officer	No	Instructional Services	7/1/2025	6/30/2025	Eleven (11) elementary sites from Roosevelt region will be a total of 45 days of professional development focused on math literacy.	Learning Recovery Emergency Block Grant	$ 60,800
245867	Fresno County Superintendent of Schools	State Government	Maria Ceballos Tapia	Carlos Castilo	Chief Academic Officer	No	Preschool Office	7/1/2025	6/30/2026	Early Learning will contract with the Fresno County Early Stars Program who will provide the Early Learning Department with "Early Stars participating Guidelines" document and an Early Stars Orientation presentation for all preschool and child development center teachers, develop a Quality Improvement Plan (QIP) for the participating site, and professional development opportunities.	CSPP Quality Rating &Improvement System Block Grant	$ 250,000
246885	Fresno County Superintendent of Schools	State Government	Catherine Aujero	Carlos Castilo	Chief Academic Officer	No	Bullard Talent K-8	8/1/2025	6/11/2026	Arts Integration Implementation Support Fresno County Superintendent of Schools (FCSS) Arts Education Content Coordinator will partner with classroom teachers to develop one (1) two-week arts integrated unit with participating grade levels. Pricing includes pre-planning meetings, in-class demonstration lessons, lesson debrief, and follow-up.	LCFF Supplemental & Concentration	$ 16,800
243617	Fresno Electrical Jatc	Other	Jeremy Ward	Carlos Castilo	Chief Academic Officer	No	Career Education	7/1/2025	6/30/2026	Fresno Unified School District is the Local Education Agency (LEA) awarded funds for state approved joint apprenticeship programs approved by the California Community Colleges Chancellors Office.	Apprenticeship Program	$ 158,029
246287	Fresno Metropolitan Ministry	Other Non-Profit Org	Jeremy Ward	Carlos Castilo	Chief Academic Officer	No	Career Education	7/1/2025	6/30/2026	With the expansion of Ag programs in Fresno Unified and the purchase of 17-acres for Fresno Unified's Ag Farm to be developed, Fresno Metro Ministry, who has extensive experience in partnering with landowners to provide growing spaces, will consult and assist with staff and students on best crop practices and development and will push in to CTE Ag Pathway classrooms and workshop trainings.	Career Vocational Education/Workforce Readiness	$ 71,180
24	Fresno Pacific University	Other Non-Profit Org	Teresa Morales-Young	David Chavez	Chief Human Resources	No	Teacher Development	7/1/2025	6/30/2026	Fresno Pacific University liaison will coordinate with Fresno Unified in planning, communication, and program implementation beyond the Leadership Committee for the Teacher Residency Program.	Transition to Teaching	$ 30,000

Fresno Unified School District
Independent Contractor Services
June 2025 - Primary Report

BOE: June 18, 2025

Contract Number	Vendor Name	Vendor Type	Principal/Department Leader	Instructional Superintendent/ Executive Director	Cabinet Representative Title	New Vendor	School/Department	Contract Start Date	Contract End Date	Scope of Work	Funding Source	Estimated Cost
247024	Fresno Pacific University	Other Non-Profit Org	Darrin Person	Carlos Castilo	Chief Equity & Access	No	Diversity Equity & Inclusion	7/1/2025	6/30/2026	Fresno Pacific University – Center for Community Transformation will continue providing professional learning, technical assistance, and onboarding support to up to 29 Fresno Unified Community School sites during the 2025–2026 school year under the California Community Schools Partnership Program (CCSPP).	California Community Schools Partnership Program: Implementation California Community Schools Partnership Program: Cohort 3	$ 42,790
245312	Generation Changers Title 1 Comm Dev Cnt Inc	Corporation	Mike Rivard	Carlos Castilo	Chief Academic Officer	No	Columbia Elementary	8/4/2025	12/19/2025	B.E.S.T After School Club Services - the program supports students in three key areas: behavior by encouraging positive conduct and self-regulation, education by enhancing academic and life skills, and character development through sportsmanship by fostering teamwork, resilience, and ethical values. The services include: 2 instructional coaches, sports development for grades 1-4 and org games.	Bipartisan Safer Communities Act-Stronger Connections	$ 20,000
242347	Hanover Research Council LLC	LLC filing as Partner	Zerina Hargrove-Brown	Ambra O'Connor	Chief of Staff	No	Analysis, Measurement & Accountability (AMA)	7/1/2025	6/30/2026	Hanover Research is providing Fresno Unified School District (FUSD) with a range of services aimed at addressing the district's priority of reducing middle school suspensions and expulsions, particularly for students with disabilities and African American students. Specifically, Hanover is assisting FUSD with custom research, data analytics, and advisory services. This includes conducting surveys.	IASA: Title I Basic Grants Low	$ 110,000
246748	Holt Legacy Consulting LLC	LLC filing as Partner	Ambra O'Connor	Ambra O'Connor	Chief of Staff	No	Superintendent Office	7/1/2025	6/30/2026	The trainier will provide multiple sessions for Superintendent, Executive Cabinet, and Leadership Team Professional Development.	Superintendent's Office Technology School Support Administrative Services Chief Academic Office Diversity, Equity, and Inclusion	$ 235,750
247266	HSSR Enterprises Inc	Corporation	Jeremy Ward	Carlos Castilo	Chief Academic Officer	Yes	Career Education	7/1/2025	6/30/2026	HSSR Enterprises Inc DBA: Student Run Manufacturing Enterprise contract on how to launch a student-run manufacturing enterprise within Fresno Unified. We will be provided with a launch package (digital playbook in the form of a shared drive), microlesson (3-5 minute videos on various topics taught by a content expert) and virtual consultations.	Career Vocational Education/Workforce Readiness	$ 21,240
231239	Institute for Excellence in Education	Corporation	Felicia Olais	Carlos Castilo	Chief Academic Officer	No	Charter Office	7/1/2025	6/30/2026	Institute for Excellence in Education provides the Charter Office with consulting, technical support, and support necessary to setup and configure Epicenter. Epicenter is used to collect Charter School oversight documentation.	Charter School Oversight	$ 15,000
243567	Joint Sound & Comm Industry Training Fund	Trust	Jeremy Ward	Carlos Castilo	Chief Academic Officer	No	Career Education	7/1/2025	6/30/2026	Fresno Unified School District is the Local Education Agency (LEA) awarded funds for state approved joint apprenticeship programs approved by the California Community Colleges Chancellors Office.	Apprenticeship Program	$ 16,647
246429	Jordan Escobar	Sole Proprietor	Wendy McCulley	Wendy McCulley	Chief Engagement & External	No	Office of Engagement	7/1/2025	6/30/2026	Vendor will provide event planner support for events ranging between 20 - 500 guests, frequency of events are estimated to be no more than two per month.	External Partnership	$ 68,900
247542	Judy White	Individual	Carlos Castilo	Carlos Castilo	Chief Academic Officer	No	Instructional Services	7/1/2025	6/30/2026	Individual coaching sessions will be provided to 4-6 managers to increase skills in creating frameworks for communication and strategic planning.	Chief Academic Office	$ 25,000
245696	Kaleidoscope Group PBC	Corporation	Jeremy Ward	Jeremy Ward	Chief Academic Officer	No	College Readiness	7/1/2025	6/30/2026	Kaleidoscope Group is an Online Scholarship and Awards Platform. They provide a thorough review of Scholarship applications and awards the scholarship.	IASA: Title I Basic Grants Low	$ 35,200
246154	Kickup		Teresa Morales-Young	David Chavez	Chief Human Resources	Yes	Teacher Development	7/1/2025	6/30/2026	The vendor Kickup will customize the existing platform to house documentation required by the California Commission on Teacher Credentialing (CCTC) for New Teacher Support and Induction. The vendor will also provide training for staff, generate custom reports for CCTC, and customize and support tool creation.	Educator Effectiveness	$ 20,500
245291	Laz Karp Associates LLC	LLC filing as Partner	Kim Kelstrom	Patrick Jensen	Chief Financial Officer	No	Fiscal Services	7/1/2025	6/30/2026	Laz Parking is to provide parking for Fresno Unified School District Education Center/Annex employees at the N street Parking Pavillion located at 906 N. Street.	Fiscal Services	$ 328,545
237174	Lightbox Collaborative LLC	LLC filing as Corp	Maria Ceballos Tapia	Carlos Castilo	Chief Academic Officer	No	Preschool Office	7/1/2025	6/30/2026	Lightbox Collaborative will design Language Learning Project training of trainer materials in alignment with the branding they created for the initial project. Lightbox will provide 100 hours of design and copyediting.	Dual Language Learners Professional Development Grant	$ 27,500
246208	Linda Hoff	Sole Proprietor	Darrin Person	Carlos Castilo	Chief Equity & Access	No	Diversity Equity & Inclusion (DEI)	7/1/2025	6/30/2026	Contractor will provide consulting and coaching to FUSD for the California Community Schools Partnership Program (CCSPP), supporting the Executive Director in implementing strategies at up to 29 sites.	Community Schools Support	$ 96,000
239960	Linked Learning Alliance	Other	Jeremy Ward	Carlos Castilo	Chief Academic Officer	No	Career Education	7/1/2025	6/30/2026	Certification fees for two Gold Certifications are to be selected by District staff from the Silver certified pathways listed above. Quarterly 2-hour meetings with Coordinators, Leads and Managers to implement and support pathway improvement process aligned with LL Silver or Gold certification: 4 x year. Quarterly 2-hour meetings with District Managers and Director: 4 x year.	Career Vocational Education/Workforce Readiness	$ 26,530
241059	Lucca Petrucci	Individual	Lisa Mitchell	Carlos Castilo	Chief Equity & Access	No	African American Academic Acceleration (A4)	7/1/2025	6/30/2026	Marketing & Communication Consulting Services	African American Student Academic Accelaration	$ 23,490
244990	Marjaree Mason Center	Other Non-Profit Org	Rita Baharian	Carlos Castilo	Chief Equity & Access	No	Prevention And Intervention	8/1/2025	6/12/2026	Marjaree Mason Center staff will increase awareness of teen dating violence while encouraging healthy relationships in teenagers and young adults through district-wide education and advocacy efforts.	DPI - Social Emotional Supports One-Time Supplemental & Concentration Prevention & Intervention	$ 113,000
247533	Michael Niehoff LLC	Individual	Carson Wood	Carlos Castilo	Chief Academic Officer	No	Farber Educational Campus	8/1/2025	5/29/2026	For the 2025-2026 school year, Learners Empowered will provide professional development and coaching for teachers and site leaders that is designed to support implementation of project based learning and civic engagement opportunities for all 3 programs at Farber Educational Campus to increase student engagement through real world learning opportunities and collaboration with community partners.	LCFF Equity Multiplier	$ 108,000
238830	Moreno Institute LLC	LLC filing as Corp	Erica Piedra	Carlos Castilo	Chief Academic Officer	No	Multi-Lingual/Multi-Cultural	7/1/2025	6/30/2026	The Migrant Mentorship Program will help 100 high school students serve as mentors in elementary schools. The Raul Moreno Institute will handle student recruitment, training, placement, and weekly monitoring to ensure success. They will also evaluate the program constantly and provide bi-weekly reports to the Migrant Program.	IASA: Title I Migrant Ed Regular	$ 30,000
238593	Moreno Seeds Foundation	Other Non-Profit Org	Erica Piedra	Carlos Castilo	Chief Academic Officer	Yes	Multi-Lingual/Multi-Cultural	7/1/2025	6/30/2026	The Moreno Seeds Foundation and EL Services will recruit immigrant newcomer English learners (grades 9-12) from select high schools for mentorship or leadership programs in 2025-26. Students who complete requirements will receive stipends. A total of 125, $250 stipends and 70, $125 stipends will be issued to immigrant newcomer students, with $6,000 for admin costs.	California Newcomer Education and Well-Being Project	$ 46,000
244778	Nancy Akhavan Consulting Inc	Corporation	Sandra Aguayo	Carlos Castilo	Chief Academic Officer	No	Instructional Services	8/1/2025	6/30/2026	Nancy Akhavan will be providing professional learning literacy walks that focuses on literacy achievement for all students to Edison and Hoover regions sites.	Learning Recovery Emergency Block Grant	$ 528,300
240035	National Academy Foundation	Corporation	Jeremy Ward	Carlos Castilo	Chief Academic Officer	No	Career Education	7/1/2025	6/30/2026	Provide continuous improvement cycle centered on National Academy Foundation (NAF) annual academy assessment, which measures an academy's strengths and challenges in implementing CA CTE High Quality Pathway standards and NAF's results-driven design. Additionally, local, state & national WBL opportunities and experiences offered for NAF Academy students.	Career Vocational Education/Workforce Readiness	$ 30,500
245908	National College Resources Foundation	Corporation	Jeremy Ward	Carlos Castilo	Chief Academic Officer	No	College Readiness	7/1/2025	6/30/2026	National College Resource Foundation will organize and host a 3-hour Latino and Black College Expo.	IASA: Title I Basic Grants Low	$ 100,000
246138	National University		Teresa Morales-Young	David Chavez	Chief Human Resources	No	Teacher Development	7/1/2025	6/30/2026	National University liaison will coordinate with Fresno Unified in planning, communication, and program implementation beyond the Leadership Committee for the Teacher Residency Program.	Transition to Teaching	$ 30,000
246235	Panorama Education Inc	Corporation	Zerina Hargrove-Brown	Ambra O'Connor	Chief of Staff	No	Analysis, Measurement & Accountability (AMA)	7/1/2025	6/30/2026	The Panorama contract is vital for our district as it provides essential features not found in other platforms for collecting and analyzing feedback from students, families, and staff on their perceptions of school climate and culture. Panorama offers a robust security system that ensures users can only access data relevant to their specific roles.	Testing Fees	$ 80,000
237213	PPL Studio LLC	LLC filing as Corp	Maria Ceballos Tapia	Carlos Castilo	Chief Academic Officer	No	Preschool Office	7/1/2025	6/30/2026	Development and design of materials and website maintenance for the Language Learning Project. Services measured by website analytics and feedback surveys.	Dual Language Learners Professional Development Grant	$ 25,000
246457	Price, Paige & Company	Corporation	Wendy McCulley	Wendy McCulley	Chief Engagement & External	No	Office of Engagement	7/1/2025	6/30/2025	Vendor will provide accounting services for the Foundation for Fresno Unified Students.	External Partnership	$ 96,200
247512	Regents of UC San Francisco	Other Government	Jeremy Ward	Carlos Castilo	Chief Academic Officer	No	Career Education	7/1/2025	6/30/2026	Agreement Regents of University of California for the Doctors Academy program at Sunyside High School. Partnership between the University of California, San Francisco, and Fresno Unified. The Doctors Academy and Junior Doctors Academy programs focus on college and career readiness, mentoring, and real-world experiences.	Targeted Instr Improvement Block Grant	$ 375,476
239639	Restorative Equity Partnership	LLC filing as Partner	Armen Karamanian	Carlos Castilo	Chief Equity & Access	No	Diversity Equity & Inclusion (DEI)	7/1/2025	6/30/2026	Restorative Equity Partnership (REP) will facilitate nine professional learning workshops/sessions for Cohort 2, each lasting approximately 2.5 hours, using a hybrid format (in-person and virtual). REP will set up and moderate asynchronous online activities to enrich participant learning and experience. REP will administer pre and post-workshop surveys and conduct qualitative research.	Diversity, Equity, and Inclusion	$ 74,675
245224	San Joaquin Co Office of Ed	Other	Tangee Pinheiro	Carlos Castilo	Chief Academic Officer	No	Special Education Administration	7/1/2025	6/30/2026	Using the Special Education Information System (SEIS) web-based system for managing student data on Individualized Education Programs(IEPs) and Individualized Family Service Programs (IFSPs) in Special Education offers numerous benefits.	Special Education	$ 150,583
24[illegible]	School Services of California Inc	Corporation	Patrick Jensen	Patrick Jensen	Chief Financial Officer	No	Business Services Administration	7/1/2025	6/30/2026	School Services of California will provide Fresno Unified with assistance regarding fiscal advice, budget support, and legislative and budget advocacy.	Administrative Services	$ 50,674
24[illegible]	Shatera Sangster	Sole Proprietor	Lisa Mitchell	Carlos Castilo	Chief Equity & Access	No	African American Academic Acceleration (A4)	7/1/2025	6/30/2026	Social Media Management including - Community management; Social media strategy: Page optimization; Posting schedule; Branding Graphic Design; Paid ad campaign; Logo; Content creation; Promotional Graphics/Flyers	African American Student Academic Accelaration	$ 36,000
24[illegible]	Shaw HR Consulting Inc	Corporation	Steven Shubin	Patrick Jensen	Chief Financial Officer	No	Benefits & Risk Management	7/1/2025	6/30/2026	Americans with Disabilities Act (ADA) consulting services.	Liability/Property ISF	$ 37,500

Fresno Unified School District
Independent Contractor Services
June 2025 - Primary Report

BOE: June 18, 2025

Contract Number	Vendor Name	Vendor Type	Principal/Department Leader	Instructional Superintendent/ Executive Director	Cabinet Representative Title	New Vendor	School/Department	Contract Start Date	Contract End Date	Scope of Work	Funding Source	Estimated Cost
245517	Shifting Perspectives Inc	Corporation	Kimberly Villescaz	David Chavez	Chief Human Resources	No	Leadership Development	7/1/2025	6/30/2026	Workshops for the SDSU/NU Aspiring Leaders Cohort.	Educator Effectiveness	$ 39,900
245587	Shifting Perspectives Inc	Corporation	Kimberly Villescaz	David Chavez	Chief Human Resources	No	Leadership Development	7/1/2025	6/30/2026	Provide workshops during monthly co-admin meetings.	Wallace Foundation	$ 113,000
244527	Shoulet Blunt LLC	Other	Nikki Henry	Nikki Henry	Chief Information Officer	No	Community Information	7/1/2025	6/30/2026	Train-the-Trainer - to support continuous learning and engagement, Shoulet Blunt LLC DBA: IMAGO will incorporate self-directed digital lessons and structured coaching sessions for trainers and administrators. These digital lessons serve as supplemental resources, accessible to trainers for ongoing reference and deeper understanding.	Communications Parent University Translation Services	$ 30,000
246478	Smallify LLC	LLC filing as Corp	Wendy McCulley	Wendy McCulley	Chief Engagement & External	No	Office of Engagement	7/1/2025	6/30/2026	SMALLIFY will support the Foundation in developing student-voice driven solutions that advance the mental health and well-being of Fresno Unified students.	External Partnership	$ 25,000
240786	Staci Jones	Individual	Lisa Mitchell	Carlos Castilo	Chief Equity & Access	No	African American Academic Acceleration (A4)	8/1/2025	6/11/2026	Director & Dance Choreographer will: Planning meeting with production team bi-weekly, student meetings-student and staff performance practice, script planning, performance run throughs, Performance Day, costume planning, costume organization, meeting with theatre managers, walk through of theatre and debriefing with production team.	One-Time Supplemental & Concentration	$ 25,000
244331	Summit K12 Holdings Inc	Corporation	Erica Piedra	Carlos Castilo	Chief Academic Officer	No	Multi-Lingual/Multi-Cultural	7/1/2025	6/30/2026	Summit K12's Connect to Literacy (C2L) curriculum is explicitly mapped to the CA ELD standards, CA Common Core ELA standards and the ELPAC. The benchmark assessments mimic ELPAC task types and testing functionality unique to ELPAC. The District intends to use Summit K12's Connect to Literacy for 1,550 Multilingual Learners/English Language Learners district-wide in grades 4 -12.	Title III - Limited English Proficient	$ 83,298
243280	The Scholars First Inc	Corporation	Kimberly Villescaz	David Chavez	Chief Human Resources	No	Leadership Development	7/1/2025	6/30/2026	Principal Supervisor Coaching.	Wallace Foundation	$ 111,000
247081	The Stepping Stones Group LLC	Sole Proprietor	Steven Shubin	Patrick Jensen	Chief Financial Officer	No	Benefits & Risk Management	7/1/2025	6/30/2026	Provide qualified individuals to assist a visually impaired teacher under ADA accommodations. Assisting with reading documents, assisting with Vision Tests for students, assisting with IEP's, assisting the students in the classroom as needed for visually impaired teacher.	Liability/Property ISF	$ 57,448
246358	Theodore Adams	Sole Proprietor	Carlos Castilo	Carlos Castilo	Chief Academic Officer	No	Instructional Services	7/1/2025	6/30/2026	Theodore Adams DBA: TR3 Studios will provide design services on an as-needed basis. Services include graphic design (digital and print materials), web design/development, PowerPoint layout/design, logo design/branding.	Chief Academic Office	$ 65,760
243739	TNTP Inc	Other Non-Profit Org	Sandra Aguayo	Carlos Castilo	Chief Academic Officer	No	Instructional Services	8/1/2025	6/30/2026	TNTP brings deep experience, impactful literacy work in early literacy (grades PK-3) and in supporting students with literacy goals in grades 3-12. Staff trainings will impact about 100 staff.	Learning Recovery Emergency Block Grant	$ 496,545
245220	Touchstone Family Dvlpmt Cntr Inc	Corporation	Tangee Pinheiro	Carlos Castilo	Chief Academic Officer	No	Special Education Administration	7/1/2025	6/30/2026	Provide case consultation, home visits, informal mental health assessments, parent support group, referrals to mental health agencies for on-going mental health needs, reflective practice to staff.	Special Education Early Intervention Grant	$ 69,390
246161	Tulare County Office of Education	Other	Teresa Morales-Young	David Chavez	Chief Human Resources	No	Teacher Development	7/1/2025	6/30/2026	Tulare County Office of Education (TCOE) will partner with Fresno Unified in the development of an Internship Credential Program to support Alternative Certification teachers employed in hard-to-fill positions.	Educator Effectiveness	$ 49,999
240820	UC Merced	Other Government	Lisa Mitchell	Carlos Castilo	Chief Equity & Access	No	African American Academic Acceleration (A4)	7/8/2025	7/11/2025	UC Merced will facilitate all programming and coordinate lodging, meals, recreational facilities, meeting rooms for students from 17 middle schools and adult leaders (champions). During the four-day summer camp program, students will be organized into groups led by UC Merced student leaders and supervised by Fresno Unified District staff.	One-Time Supplemental & Concentration	$ 47,038
238710	United We Lead Foundation	Corporation	Erica Piedra	Carlos Castilo	Chief Academic Officer	No	Multi-Lingual/Multi-Cultural	7/1/2025	6/30/2026	The Math & STEM Innovation Academy is a 7-week Saturday fun and engaging Project-Based Learning Academy focusing on math skills such as problem-solving, real-world math problems, and 21st-century skills that help 7-10th grade migrant students be academically ready.	IASA: Title I Migrant Ed Regular	$ 49,750
243040	Valley's Children's Specialty Medical Group	Corporation	Bryan Wells	Carlos Castilo	Chief Academic Officer	Yes	Health Services	7/1/2025	6/30/2026	Valley's Children's Specialty Medical Group oversees FUSD health services, specifically providing oversight of the Medi-Cal billing program for FUSD providers and Tioga Medical Clinic, which offers immunizations, sports physicals, and urgent care for students. Current services only (no OT/PT).	Medi-Cal Billing Option	$ 15,998
244995	Viridian Education LLC	LLC filing as Partner	Rita Baharian	Carlos Castilo	Chief Equity & Access	No	Prevention And Intervention	7/1/2025	6/30/2026	Viridian will provide technical services to Fresno Unified staff to enhance their capacity in developing district-wide data tools that will assist in monitoring student outcomes.	Safe & Civil Schools Learning Communities for School Success Program(LCSSP) Bipartisan Safer Communities Act-Stronger Connections	$ 45,000
244350	WestPort Insurance Corporation		Steven Shubin	Patrick Jensen	Chief Financial Officer	No	Benefits & Risk Management	7/1/2025	6/30/2026	This coverage is purchased to protect the district's health plan from the impact of individual high-cost medical claims, In excess of $2 million dollars.	Health Benefit ISF	$ 958,889
247408	Wow Productions Inc	Corporation	Catherine Aujero	Carlos Castilo	Chief Academic Officer	No	Bullard Talent K-8	8/11/2025	6/12/2025	Wow Productions provides lighting and sound design and technical support for all of our student performances throughout the school year.	Targeted Instr Improvement Block Grant	$ 18,000
											Estimated Grand Total:	$ 31,395,255

Positive Cash Flow Contracts												
245433	California Department of Social Services	State Government	Maria Ceballos Tapia	Carlos Castilo	Chief Academic Officer	No	Preschool Office	7/1/2025	6/30/2026	Positive cash flow contract for operation of full-day infant and toddler programs for eligible families district-wide. The contract covers all personnel, materials and supplies, and professional learning for instructional staff.	CD: Federal General (CCTR) and State Preschool (CSPP) Child Development: State Alternative Payment	$ 2,702,080
											Estimated Grand Total:	$ 2,702,080

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: June 18, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Annual Agreements for the 2025/26 School Year – Supplemental Report

ITEM DESCRIPTION: Included in the Board material is a matrix detailing agreements to provide services to Fresno Unified School District. These agreements include, but are not limited to, the following categories:

- Leadership Development

Two agenda items are presented to approve the agreements. The first item includes the Primary Report with all agreements with the exception of those that may present a potential conflict of interest for an individual Board member. All remaining agreements are in the Supplemental Report and presented as a second agenda item.

By separating the agreements in this manner, Board members with potential conflicts of interest can abstain from acting on the Supplemental Report while still voting along with the rest of the Board on the Primary Report.

Please be advised that pursuant to Board Bylaw 9270, each individual board member has a continuing duty to disclose and abstain from voting on any item where the potential for a conflict of interest exists.

Copies of the individual agreements are available for review in the Business & Financial Services Division. Agreements will commence after Board approval and will end no later than June 30, 2026.

FINANCIAL SUMMARY: Sufficient funds have been budgeted in the 2025/26 budget. These investments will be funded through the appropriate budgets, as detailed in the matrix.

PREPARED BY: Ashlee Chiarito, Ed.D.

DIVISION: Business and Financial Services

CABINET APPROVAL PHONE: (559) 457-6226

CABINET APPROVAL: Chief Financial Officer, Patrick Jensen

Fresno Unified School District
Independent Contractor Services
June 2025 - Supplemental Report

BOE: June 18, 2025

Contract Number	Vendor Name	Vendor Type	Principal/Department Head	Instructional Superintendent/Exec. Director	Cabinet Representative	New Vendor	School/Department	Contract Start Date	Contract End Date	Scope of Work	Funding Source	Estimated Cost
246149	CSU Fresno Foundation	Corporation	Teresa Morales-Young	David Chavez	Chief Human Resources	No	Teacher Development	7/1/2025	6/30/2026	Fresno State University liaison will coordinate with Fresno Unified in planning, communication, and program implementation beyond the Leadership Committee for the Teacher Residency Program.	Transition to Teaching	$ 90,000
											Estimated Grand Total:	$ 90,000

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: June 18, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Memorandum of Understanding between the Fresno Unified School District and the Fresno Teachers Association Regarding the Elimination of the Designated Schools Program

ITEM DESCRIPTION: Included in the Board material is a Memorandum of Understanding between the Fresno Unified School District and the Fresno Teachers Association (FTA) regarding the elimination of the Designated Schools Program.

FINANCIAL SUMMARY: Sufficient funds for ongoing costs in the amount of $9,800,000 are available in the General Fund. Additionally, one-time funds in the amount of $4,000,000 are available in the Learning Recovery Block Grant.

PREPARED BY: David Chavez

DIVISION: Human Resources

CABINET APPROVAL PHONE: (559) 457-3713

CABINET APPROVAL: Chief Human Resources/Labor Relations, David Chavez

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
FRESNO UNIFIED SCHOOL DISTRICT
AND THE FRESNO TEACHERS ASSOCIATION

June 9, 2025

WHEREAS, in November 2024, the Fresno Unified School District ("District") and the Fresno Teachers Association ("FTA") (collectively, "the Parties") engaged in an arbitration to determine if the District met the conditions of the trigger language in Article 65 subsection 4.2 of the Parties' Collective Bargaining Agreement ("CBA") for the elimination of the Designated Schools program.

WHEREAS, 4.2 of Article 65 of the CBA provides that, "Due to the uncertainty and volatility of state and federal funding, it is understood and agreed that this Article shall terminate if for any reason there exists an inability for full funding through LCFF or successor legislation."

WHEREAS, in December 2024, a neutral arbitrator decided that those conditions have been met and, therefore, Article 65 and the Designated Schools Program will be eliminated effective in the 2025-2026 school year.

WHEREAS, in light of this decision, the Parties engaged in mediation in December 2024 and February 2025 to negotiate the effects of the elimination of the Designated Schools program. However, mediation efforts were unsuccessful, and the Parties declared impasse.

WHEREAS, the Parties engaged in impasse mediation on May 13, 2025 and, while initially it was unsuccessful, the Parties have continued to negotiate a settlement of this dispute; and

WHEREAS, the Parties have reached an agreement to fully and finally settle the effects of bargaining for the elimination of the Designated Schools Program.

NOW THEREFORE, the Parties agree to as follows:

I. For the purposes of this settlement, the "effected unit members" shall be limited to only teachers and teachers on special assignment assigned to a Designated Schools site for the 2024-2025 school year as their primary assignment.

II. Effected unit members assigned to Designated Schools as their primary assignment for the 2025-2026 school year shall have a duty year that consists of 190 duty days.

III. For the 2025-2026 school year, the five (5) transitional days for effected unit members who are assigned to a Designated Schools site for their primary assignment shall be used to adjust lesson plans in light of the reduced instructional time. The adjusted work year for effected unit members shall begin on August 8, 2025; however, these five (5) transitional days shall be self-directed, effected unit members may work them either on or off District property, and effected unit members do not have report to campus until August 13, 2025.

IV. The effected unit members assigned to Designated Schools as their primary assignment for the 2026-2027 school year shall have a duty year that consists of 188 duty days.

V. For the 2026-2027 school year, the three (3) transitional days for effected unit members who are assigned to a Designated Schools site for their primary assignment shall be used to adjust lesson plans in light of the reduced instructional time. The adjusted work year for effected unit members shall begin three days prior to the start date for unit members with 185 duty days; however, these three (3) transitional days shall be self-directed, effected unit members may work them either on or off District property, and effected unit members do not have report to campus until the first day that unit members who have 185 duty days have to report back.

VI. The effected unit members assigned to Designated Schools as their primary assignment for the 2027-2028 school year and all subsequent school years shall have a duty year that consists of 185 duty days.

VII. In Article 50, effective July 1, 2025, increase the salary schedule an additional 1.0% ongoing for a total of 5.5 % salary increase ongoing.

VIII. In Article 36, effective July 1, 2025, Section seven (7) will be modified to:

> For the 2025-2026 school year and subsequent years thereafter, each bargaining unit member will have a total of nine hundred dollars ($900) for supplies and materials to be utilized for services and instruction to students.

IX. For each of the 2025-2026 and 2026-2027 school years only, the District shall dedicate an additional four million dollars ($4,000,000) for Extra Pay/Extra Services contracts specific to improving literacy or for literacy intervention for each school year. This contribution shall be limited to a maximum of four million dollars ($4,000,000) per year and any dollars not spent in the 2025-2026 school year shall not roll over to the contribution for the 2026-2027 school year. The District's obligation to fund these Extra Pay/Extra Services contracts shall automatically terminate on June 30, 2027.

X. The District and the Fresno Teachers Association (FTA) shall each assign five (5) individuals to co-design the programs, activities, and implementation plans associated with these funds, including eligibility criteria for educators, which shall be aligned to the Board adopted Goals and Guardrails.

XI. Effected unit members who are determined to be eligible and 1) assigned to Designated Schools as their primary assignment for the 2025-2026 and 2026-2027 school years and 2) who are on Class IV Step 10 or above in the 2024-2025 school year, such members shall have the right of first refusal to all Extra Pay/Extra Services Contracts at their school site which are a direct result of the afterschool literacy contribution described in section IX above. All other effected and eligible unit members shall have the right of first refusal to any remaining Extra Pay/Extra Services Contracts at their school site which are a direct result of the afterschool literacy contribution described in section IX above

XII. For any effected unit member who transferred out by lateral or overage effective at the start of the 2025-2026 school year, that member shall have priority to transfer back into an open position for which they are qualified to hold at the Designated School site which they were

previously assigned for the 2025-2026 or the 2026-2027 school years. Such priority shall terminate July 1, 2026.

XIII. This Memorandum of Understanding shall not be precedent setting nor form any basis for a past practice or deemed precedential in any manner.

David Chavez, Chief of Human Resources Fresno Unified School District	Date
Manuel Bonilla, President Fresno Teacher's Association	Date

DRAFT

List of Designated Schools
Addams Elementary School
Anthony Elementary School
Aynesworth Elementary School
Balderas Elementary School
Birney Elementary School
Burroughs Elementary School
Calwa Elementary School
Columbia Elementary School
Del Mar Elementary School
Easterby Elementary School
Ericson Elementary School
Ewing Elementary School
Fremont Elementary School
Greenberg Elementary School
Heaton Elementary School
Hidalgo Elementary School
Homan Elementary School
Jackson Elementary School
Jefferson Elementary School
King Elementary School
Kirk Elementary School
Lane Elementary School
Lincoln Elementary School
Lowell Elementary School
Mayfair Elementary School
Muir Elementary School
Norseman Elementary School
Olmos Elementary School
Pyle Elementary School
Roeding Elementary School
Rowell Elementary School
Slater Elementary School
Vang Pao Elementary School
Viking Elementary School
Webster Elementary School
Williams Elementary School
Wilson Elementary School
Winchell Elementary School
Wishon Elementary School
Wolters Elementary School
Yosemite Middle School

DRAFT

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: June 18, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Agreement with California Office to Reform Education for shared Principal II Services on Loan to California Office to Reform Education

ITEM DESCRIPTION: Included in the Board material is the agreement between Fresno Unified School District and the California Office to Reform Education (CORE) for the shared services of Principal II, Maria Lynn Rocha Salazar.

Request for approval of the agreement between Fresno Unified School District and CORE for the shared services of Principal II, Maria Lynn Rocha Salazar, as a Fresno Unified School District employee on loan to CORE as of August 01, 2025, through June 30, 2026. Pursuant to the Shared Services Agreement, CORE must reimburse the district for all items of cost associated with, or arising out of, its access to the services of the district's employee, Maria Lynn Rocha Salazar.

FINANCIAL SUMMARY: CORE will reimburse Fresno Unified School District for the total cost associated with the Shared Services Agreement. As a result, there will be no fiscal impact to the district for this agreement.

PREPARED BY: Manjit Atwal

DIVISION: Human Resources/ Labor Relations

CABINET APPROVAL PHONE: (559) 457-3713

CABINET APPROVAL: Chief of Human Resources/Labor Relations, David Chavez

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

Contract Routing Form

Contract Attached

Contract Number: 263729

Federal Funding Will Not Be Used

Core Districts	***2014 Capitol Ave Ste 100 #4014 , Sacramento, Ca, 95811***
Vendor Name	***Address***
916-459-0833	**Brenda Paredes**
Phone Number	***Vendor Contact***
Term (Duration) From: 8/1/2025	**Through: 6/30/2026**
FUSD Contract Administrator: David.Chavez@fresnounified.org	**Human Resources**
Name	***Site/Dept***

Budget (Fund-Unit-Dept.-Activity-Function-Object) **070 0761 0601 1310 7110 6000**

Contract Amount: $236,070.00 **Estimated**

Scope of Work Summary: *Agreement* Between *Fresno Unified And Core For The Shared Services Of Principal Ii, Maria Lynn Rocha Salazar, As Fresno Unified School District Employee On A Loan To Core 08/1/2025-06/30/2026. Full Compensation ($236,070) Reimbursed To 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:**

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

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

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

Please return signed agreement back to (name/email) : Rosemary.Hidalgo1@Fresnounified.Org

Routing:BOE Board Date(if applicable): 6/18/2025

Procurement Detail *MOU* |

CONTRACT BETWEEN
FRESNO UNIFIED SCHOOL DISTRICT
AND
CORE DISTRICTS ("CORE")

This Agreement is made as of June 18, 2025, by and between the Fresno Unified School District ("District") and CORE Districts ("CORE") for the purpose of accessing the shared services of Lynn Rocha Salazar ("Employee"), an employee of the District, as follows:

WHEREAS, CORE desires that Employee provide the shared services as set out herein, and the District wishes to have Employee render such shared services to CORE; and

WHEREAS, to the extent Employee provides services to CORE throughout the term of this Agreement, Employee shall remain an employee of the District on loan to CORE.

THEREFORE, the parties agree as follows:

1. **Scope of Work**:

.Scope of Work," which is attached hereto and incorporated herein by this reference (hereinafter collectively referred to as the "Services").

2. **Term of Agreement**:

The period of the performance of this Agreement is from August 1, 2025, through June 30, 2026, unless terminated under another provision of this Agreement, or otherwise by law.

3. **District Obligations**:

3.1 To the extent reasonable under the circumstances of this Agreement, the District will direct that Employee fulfill the following obligations to CORE:

a. Carry out the Services with due diligence, care, and efficiency in a manner so as to promote the purpose of this Agreement and shall in all professional matters contemplated by this Agreement, act as a faithful advisor to CORE.

b. Conform in all respects with provisions of the applicable regulations, laws and ordinances of any jurisdictional authority in the area where the Services are to be performed.

c. Refrain, during the term of this Agreement, from engaging in any activity, whether political or of any other nature, which may adversely affect, impede or impair the performance of the Services.

3.2 The District shall provide Employee a compensation package comprised of salary, health benefits, and payments to the State Teachers Retirement System ("STRS") in accordance with the "CORE Budget and Compensation Schedule" set forth in Exhibit "B," attached hereto and incorporated herein, and shall place the Employee on the District Management Salary Schedule, as determined by the District. Actual compensation may be prorated to reflect the period of performance, as appropriate.

4. **CORE Payments**:

4.1 CORE shall pay the District for Services performed by Employee hereunder, and as specified in Exhibit B, "CORE Budget and Compensation Schedule." CORE agrees to, and shall, reimburse the District for each and every item of compensation to Employee incurred by and through this Agreement. CORE acknowledges and agrees that it shall pay any increases in compensation to Employee related to COLA adjustments, or other District action, that apply during the term of this Agreement. CORE further agrees to pay the District all reasonable costs that may arise from, or are related to, the termination of Employee's District employment, regardless of the reason for said termination.

4.2 The District will provide CORE with itemized invoices on a monthly basis. CORE shall pay the District on a monthly basis upon receipt of an itemized invoice from the District. Invoices should be sent by the District to CORE's Chief Business Officer via email at **Brenda@coredistricts.org**. The District shall continue to disburse Lynn Rocha Salazar's compensation payments from the commencement of this Agreement through June 30, 2026, in accordance with Employee's payroll schedule.

4.3 In the event that CORE's obligation to pay the District becomes delinquent by more than sixty (60) days, the District may, at its option, deem CORE to be in default and terminate this Agreement at the conclusion of the then-current school year, or in accordance with Section 8, below. In the event the District incurs costs related to the termination of Employee arising from, or related to, the cancellation of this Agreement, the obligations set forth in

Section 4.1, above, shall survive any such cancellation/termination of this Agreement and remain in full force and effect.

4.4 Should Employee incur incidental expenses, such expenses shall be paid directly by CORE upon presentation of receipts evidencing said expenses to CORE by Employee. The District shall have no responsibility whatsoever to reimburse Employee for incidental expenses.

5. **Governing Law**:

This Agreement is governed by the laws of the State of California. In the event of a dispute between the parties, such dispute shall be resolved according to California Law, with venue in Fresno County, California.

6. **Assignment**:

No part of this Agreement shall be assigned by either party without the prior written consent of the other party, and any attempted assignment without such consent shall be null and void.

7. **Amendment**:

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties, and no oral understanding or agreement not incorporated herein shall be binding on either of the parties.

8. **Termination**:

In addition to the grounds for termination stated in Section 4.3, above, the District may cancel this Agreement at any time and for any reason by giving CORE at least thirty (30) days advance written notice. Should this Agreement be cancelled or terminated during its term, CORE shall make reasonable efforts to enable the Employee to undertake and/or resume her District duties and functions.

9. **Indemnification**:

The District agrees to indemnify and hold harmless CORE, its officers, employees, agents and representatives from all claims, liabilities, losses by whomsoever asserted arising out of acts or omissions by the District, its employees (other than the Employee herein, for whom CORE shall

remain liable), agents and representatives in the performance of this Agreement, except those arising by reason of the negligence of CORE, its officers, employees, agents or representatives.

CORE agrees to indemnify and hold harmless the District, its Governing Board of Trustees and each of them, its officers, employees, agents and representatives from all claims, liabilities, losses by whomsoever asserted arising out of acts or omissions by CORE, its employees, the Employee herein, its agents or representatives in the performance of this Agreement, except those arising by reason of the negligence of the District, its officers, employees, agents or representatives.

10. **Communications**:

The names and addresses of the direct contact person for each of the parties are as follows:

CORE Districts: Rick Miller, CEO

2014 Capitol Ave. Suite 100 #4014

Sacramento, CA 95811

Fresno Unified School District: Mao Misty Her, Superintendent

2309 Tulare Street, Fresno, 93721

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written above.

Fresno Unified School District

Patrick Jensen, Chief Financial Officer

Dated:

CORE Districts

Rick Miller

Dated: Jun 04 2025

Stacey Sandoval, Executive Director Risk Management

Dated: Jun 10, 2025

EXHIBIT A EMPLOYEE'S SCOPE OF WORK

Job Description: Senior Improvement Coach

Reports to: Chief of Improvement; School Networks

Key Responsibilities

Reporting to the Chief of Improvement; School Networks, the Senior Improvement Coach will work collaboratively with the District's school-based improvement teams, District staff, CORE staff, and research partners. The Senior Improvement Coach will:

- Support a cohort of school-based teams in the work of improving, which includes but is not limited to analyzing problems of practice, collecting data, designing and executing improvement cycles, and holding productive team meetings that advance the team's collective learning.
- Collaborate with school-based improvement teams to document promising practices and contribute practical learning to cross-district improvement communities.
- Model content-area and/or improvement practices intentionally and strategically to build the capability of others.
- Collaborate on the design and facilitation of professional learning experiences, including large-scale convenings, regional cross-team meetings, capability-building courses, and virtual sessions.
- Collaborate with colleagues on an internal CORE Improvement Team to reflect on coaching practice and continually refine the organization's approach to improvement and related resources.
- Participate in required continued learning and development in improvement science theory, strategy, tools, equity, and techniques to enhance coaching practice.
- Participate on teams within CORE to enhance its operation, performance, and culture as a learning organization.
- Meet regularly with Fresno Unified Central Office Executive Leader to update on the improvement work and problem solve to remove obstacles for school teams.
- Provide regular updates to the Fresno Unified Superintendent or designee of the success and challenges of the improvement teams.

Skills and Dispositions

- Passion for and commitment to the pursuit of educational equity.
- Strong interpersonal skills and the ability to work with and connect to individuals at all levels of an organization.
- Curious, open, reflective, able to accept feedback and learn from failure.
- Comfortable navigating ambiguity and working in environments that are fast paced and evolving.
- Demonstrated ability to learn quickly and apply new methodology to persistent problems.
- Ability to read the dynamics of a team and determine the appropriate moment and manner in which to engage.
- Ability to understand the context, challenges, and quirks of an organization.
- Knowledge of and experience in adult learning in practical settings.
- Strong analytic, strategic thinking, and planning skills.
- Ability to take initiative and manage assignments from conceptualization to completion.
- Disposition towards finding and cultivating joy in the work.

EXHIBIT B

CORE BUDGET AND COMPENSATION SCHEDULE

Based on Employee's required 206-day work year, the following items of compensation shall be paid by CORE to the District:

Total Estimated Annual Compensation of $236,070 based on the following:

1. Salary - $174,641 per year
2. Health Benefits - $22,000 per year: Medical & Dental
3. Paid Vacation - 0 days per year
4. STRS – 19.1% of salary, as adjusted
5. Medicare - 1.45%
6. Unemployment Insurance - 0.05%
7. Liability Insurance – 1.5%
8. Workers' Compensation Insurance - 0.5%
9. Paid Holidays - Per the District's Administrative Holiday Schedule

- CORE shall be responsible, and shall pay, for all items of compensation as they may be adjusted from time to time, based on approved District action and/or applicable District formulas.
- CORE's obligation to pay all costs associated with Employee's termination as set forth in Section 4.1 and in other applicable sections of this contract between CORE and the District.

xodo sign
by apryse

Audit Trail

Document Details

Title	Lynn Contract 25/26
File Name	Salazar, Lynn Rocha - FUSD On Loan Agreement with Comp 2025-2026.docx
Document ID	5cd62ba3b2a54f1ea06e7463d6524247
Fingerprint	ea7c67839fb8876271412d0ae53ca69a
Status	Completed

Document History

Document Created	Document Created by Brenda Paredes (brenda@coredistricts.org) Fingerprint: b6e0a3f65ce7a6ec47566db415d12a0e	Jun 04 2025 04:38PM America/Los_Angeles
Document Sent	Document Sent to Rick Miller (rick@coredistricts.org)	Jun 04 2025 04:38PM America/Los_Angeles
Document Viewed	Document Viewed by Rick Miller (rick@coredistricts.org) IP: 104.220.94.32	Jun 04 2025 04:39PM America/Los_Angeles
Document Signed	Document Signed by Rick Miller (rick@coredistricts.org) IP: 104.220.94.32 Rick Miller	Jun 04 2025 04:40PM America/Los_Angeles
Document Completed	This document has been completed. Fingerprint: ea7c67839fb8876271412d0ae53ca69a	Jun 04 2025 04:40PM America/Los_Angeles

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: June 18, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Agreement with Career Nexus

ITEM DESCRIPTION: Included in the Board material is an agreement with Career Nexus to continue the sub-lease agreement for the College and Career Readiness Center, located on the corner of Shields and Millbrook Avenues. The College and Career Readiness Center with the purpose of increasing opportunities to college and career readiness experiences, will expand access to work-based learning and paid internships, resulting in industry-recognized certifications, career themed field trips, summer and winter camps for students of all grade levels, and college and career advising to provide an on-ramp to high-skill, high-wage industry sectors for our students. The College and Career Readiness Department currently occupies the College and Career Readiness Center, which also offers collaborative space for local industry partners, including Career Nexus.

Funds for the facility are secured through carryover funds from the Expanded Learning Opportunities Program (ELOP) combined with General Funds which will cover the $617,660 cost of the sub-lease with Career Nexus for the second year as well as the required maintenance and $232,339 in tenant improvements for a combined contract amount of $850,000.

FINANCIAL SUMMARY: Sufficient funds in the amount of $850,000 are available in the Expanded Learning Opportunities Program (ELOP) and General Fund budgets.

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 (Jun 1, 2025 22:44 PDT)

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

Contract Routing Form

Completed Independent Contract Agreement Attached

Contract Number: 260453

Federal Funding Will Not Be Used

Career Nexus	***700 Van Ness #103 , Fresno, Ca, 93721***
Vendor Name	***Address***
559-960-5530	**Kurt Madden**
Phone Number	***Vendor Contact***
Term (Duration) From: 7/1/2025	**Through: 6/30/2026**
FUSD Contract Administrator: Connie.Cha@fresnounified.org	**Summer School**
Name	***Site/Dept***

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

060	2600	0791	5600	1110	2700
030	0157	0706	5899	1110	1000
030	0152	0710	5600	3800	2100

Contract Amount: $850,000.00 **Estimated**

Scope of Work Summary: *This* Agreement *With Career Nexus Is To Continue The Sub-Lease Agreement For The College And Career Readiness Center, Located On The Corners Of Shields And Millbrook Avenues, With The Purpose Of Increasing Equitable Access To Student-Centered And Real-World Learning Experiences.*

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:** Connie Cha

2) Reviewed & approved by **Cabinet Level:** Marie E Williams

Carlos Castillo

3) Vendor Kurt Madden

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

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

Please return signed agreement back to (name/email) : A m y .C h a @ F r e s n o u n i f i e d . O r g

Routing:BOE Board Date(if applicable): 6/18/2025

Procurement Detail |

Independent Contractor Services Agreement

2309 Tulare Street, Fresno, CA 93721
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www.fresnounified.org

GENERAL INFORMATION Contract Number: *260453* Funding: *Federal Funding Will Not Be Used*

	060	**2600**	**0791**	**5600**	**1110**	**2700**
	030	**0157**	**0706**	**5899**	**1110**	**1000**
School/Department Budget:	**030**	**0152**	**0710**	**5600**	**3800**	**2100**

Contractor's Vendor Name: ***Career Nexus***

Contractor's Contact Person: **Kurt Madden**

Contractor's Title: ***Ceo***

Contractor's Telephone Number: **559-960-5530**

Contractor's E-mail: ***Kurt.Madden@Careernexus.Org***

Contractor's Address: ***700 Van Ness #103 , Fresno, Ca, 93721***

This Independent Contractor Services Agreement is made and entered into effective 7/1/2025 (the "Effective Date") by Fresno Unified School District ("District") and ***Career Nexus*** ("Contractor").

I. Contractor Services. Contractor agrees to provide

a.) OBJECTIVE: Career Nexus will continue the sub-lease agreement with College and Career Readiness Department for the College and Career Readiness Center, located on the corners of Shields and Millbrook Avenues, with the purpose of increasing equitable access to student-centered and real-world learning experiences. The sub-lease agreement includes two facilities, adjacent to each other, that equal over 36,000 total square feet. The partnership with Career Nexus will benefit Fresno Unified Students in obtaining industry recognized certifications, paid internships, dual enrollment, career themed field trips and summer and winter camps for students of all grade-levels, college advising through connections with higher education and industry partners, and an on-board to high-skill, high-wage industry sectors.

b.) REQUIREMENTS: Career Nexus will sub-lease the College and Career Readiness Center to College and Career Readiness Department to provide a career-learning environment for Fresno Unified Students. The sub-lease agreement allows College and Career Readiness Department to occupy the facility, which offers collaborative and office space and more.

c.) SPECIFIC TASKS: See attached IDEA Campus Management and Services Agreement.

d.) DELIVERABLES AND DELIVERY SCHEDULE: District will pay a monthly cost associated for space, which includes insurance, security costs, lease payments, lease deposit, utilities, and maintenance. District will also pay for completed Tenant Improvement projects as outlined in the attached IDEA Campus Management and Services Agreement.

e.) NOTICE REGARDING LATE DELIVERY: Read and reference Fresno Unified School District's Independent Contract Agreement terms and conditions thoroughly.

f.) PERSONNEL/KEY PERSONNEL: {REPLACE WITH YOUR TEXT- this should be specified especially for FINGERPRINTING - Who is assigned to work on this project. Names - job title/role in work of this contract}

g.) GENERAL ACCEPTANCE CRITERIA: See attached IDEA Campus Management and Services Agreement.

h.) LOCATION/HOURS OF WORK: Career Nexus will invoice College and Career Readiness according to lease cost (SCHEDULE II, row 2, column D of the previously approved IDEA Campus Management and Services Agreement), $51,471.67 per month for a total of 617,660.04 from July 2025 - June 2026.

Career Nexus will also invoice College and Career Readiness the cost of completed tenant improvements, not exceeding the amount of $232,339.96 from July 2025 - June 2026.

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*
Expand student-centered and real-world learning experiences (FUSD Student Goal 2) including the expansion of work-based learning opportunities such as industry-recognized certifications and internships.	Industry certifications for both teachers/staff and students; industry partners willing to mentor and host work-based learning opportunities for students - including internships; create on-site college and career readiness opportunities for students.	1) Offer paid internships for students with Career Nexus 2) Provide space for more collaboration with students, parents, staff and industry partners	1) High school students, grades 9-12. 2) Students, families, staff, and industry partners	1) Increase the number of students receiving internships from 2,000 total internships in 2024/25 (final number still to be determined at the end of the school year) by 10% at the end of 2025/26 school year. 2) By the end of June 2026, we will establish and launch 3 new initiatives that involves business partnership with community-based organizations and cross-departmental collaboration among CCR departments (Counseling, CTE, and Expanded Learning) to create	1) Students will better understand postsecondary opportunities available to them by having access to certified teachers to help advise them during their high school years, and by capturing students' post-secondary plans. 2) By end of August 2026 students will have access to an open water scuba certification program where students can explore the ocean and learn scuba diving skills and techniques on how to enter and exit the vast ocean safely. By end of August 2026, students will have the opportunity to experience a full-on Fresno State Bulldog Bound 1-	1) Data study including the number of work-based learning experiences in a student's Fresno Unified experience (PK-12) and the positive impact on postsecondary enrollment and workforce development data for the City and County of Fresno. Current unemployment rate is 8.1%; goal is to decrease the unemployment rate to 7.0%. 2) By end of August 2026, 15 scuba certified students will be able to participate in a program that provides them scuba diving skills on how to enter and exit the open waters safely and 200 students who submit their college application and pay their college fees timely will be able to participate in a Fresno State Bulldog Bound

			new student learning opportunities.	week long orientation program that gives them access to an advisor and an opportunity to earn college credit for completing the weeklong program.	program that will provide them with a full-on advisory and onboarding experience, and 100% of these students will earn a college credit for completing the program.

III. STANDARD TERMS AND CONDITIONS

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

2. Term. This Agreement shall begin on 7/1/2025, and shall terminate on 6/30/2026. There shall be no extension of the term of the Agreement without express written consent from all Parties.

3. Payment. District agrees to pay Contractor at following rate of $0.00 per n/a, not to exceed $850,000.00. Checks will be made payable to . ***Career Nexus***. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

4. Incidental Expenses. **No** (If Yes, see a-f)
   a. Lodging $0.00 Actual cost. Not to exceed IRS Travel per diem limits**Receipt Required.*
   b. Meals $0.00 Reimbursement limited to actual cost up to IRS M&IE per diem rates for: Breakfast, Lunch, and Dinner **Receipt Required.*
   c. Travel $0.00 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
   d. Supplies $0.00 As negotiated with school/department contracting for service.
   e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): $850,000.00
   f. Other $0.00

	Yes	No
5. Employment. Contractor must certify by acknowledgment they are **NOT** a current FUSD employee *(including supplemental/non-perm)* ***(must mark Yes to confirm**. If employment relationship exists contact purchasing.)*	○	◉
6. Contractor is a CalPERS or CalSTRS retiree?	○	◉
7. California Residency. Contractor is exempt from nonresident withholding in California	○	◉

8. Report Fraud, Waste and Abuse. By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form by visiting the Report Fraud, Waste, or Abuse link at the bottom of www.fresnounified.org, or navigating direct to https://ppc.cpa/fresno-unified-fraud-alert-form . The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.

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

   Contractor's initials KM

10. Anti-discrimination. Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the District's Chief Compliance and Title IX Officer David Chavez, by phone at 559-457-3500, by email at David.Chavez@fresnounified.org, or in person at 2309 Tulare Street Fresno, CA 93721.

11. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice. In the event of early termination, Contractor shall be paid for satisfactory work performed to the date of termination. The District may then proceed with the work in any manner the District deems proper.

Notwithstanding the expiration or termination of this Agreement for any reason (a) any provision of this Agreement that imposes or contemplates continuing obligations on a Party shall survive the expiration or termination of this Agreement, including without limitation, the rights and duties under Paragraphs 12, 13, 15,and 17; and (b) all undisputed fees due and payable hereunder through the termination date in accordance with Paragraphs 3 and 4.

12. Confidential Information

a. For the purposes of this Agreement "Confidential Information" includes any written or oral information or data, disclosed by either Party to the other, which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, administration, plan design, benefits or contractual affairs of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.

b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a "need to know," and who are themselves bound by similar nondisclosure restrictions (collectively, "Representatives"). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the District in writing within three (3) business days of becoming aware of such confirmed disclosure. 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. 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 Agreement.

c. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information.

d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:

i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;

ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the District an opportunity to seek appropriate protection; and

iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.

e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the District. By granting access to Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any Confidential Information. After its review of the Confidential Information Contractor will return to the District all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the District's

permission destroy the Confidential Information and certify in writing that it has been destroyed.

13. Injunctive Relief. Each Party acknowledges that a breach or threatened breach of this Agreement may cause immediate and irreparable harm to the District and that, to protect against such harm, the District may seek from a court of competent jurisdiction the issuance of a restraining order or injunction to prohibit any threatened disclosure or misuse of the District's Confidential Information. Such an action for a restraining order or injunction is in addition to and does not limit all other remedies provided by law or in equity or by Agreement between the Parties.

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

    a. The Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnities, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnities, notwithstanding whether liability is, can be or has yet been established.
    b. The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnities, in any such suit, action or other legal proceeding. The Contractor shall reimburse Indemnities, and each of them, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
    c. Acceptance of insurance certificates and endorsements required under the contract does not relieve the Contractor from liability under this indemnification and hold harmless clause. The requirements of this Section (Indemnification and Hold Harmless) shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

15. Insurance. Without limiting "Contractor" indemnification, it is agreed that "Contractor" shall secure and maintain in force during the term of this Agreement a **Commercial General Liability** policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than two million ($2,000,000) dollars per occurrence, four million ($4,000,000) annual aggregate limit.
    a. **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.
    b. **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.
    c. 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.

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

16. Independent Contractor Status. While engaged in carrying out the terms and conditions of the Agreement, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

17. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.

18. Fingerprinting Requirements. Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees, who may have unsupervised contact outside of the immediate supervision and control, of the pupil's parent or guardian or a school employee, with the District's pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor and its consultants, prior to any of the Contractor 's employees, or those of any other consultants, coming into contact with the District's pupils submit through the DISTRICT fingerprints to the Department of Justice (DOJ) for the monitoring and supervision of employee(s) and/or affiliated constituents. Contractor will not begin work on the Project site until obtaining a DOJ cleared status through the DISTRICT. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant certifies Consultants certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1.

Fingerprinting required per this contract: No, this is not applicable to the scope of work

"Fingerprinting Requirements," is expressly understood and agreed to by the Parties hereto:

Contractor's initials KM District's initials SS

19. Taxes. Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. District will not withhold FICA (Social Security), state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor is independently responsible for the payment of all applicable taxes.

20. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.

21. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.

22. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

23. Waiver and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and

the terms and conditions hereof may be waived, only by a written instrument signed by the Parties or, in the case of a waiver, by the Party waiving compliance. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

24. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior Court in Fresno, California.

25. Attorney's Fees. The non-prevailing party in any dispute under this Agreement shall pay all reasonable costs and expenses, including expert witness fees and attorney's fees, incurred by the prevailing Party in resolving such dispute.

26. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company or to an officer of the corporation for whom it was intended, or if delivered to or sent by registered or certified mail to the last business address known to the person who gives the notice.

District:

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

c: Risk Management
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

Contractor: ***Career Nexus***

Name: **Kurt Madden**

Address: ***700 Van Ness #103 , Fresno, Ca, 93721***

27. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements applicable for the performance of its duties under this agreement and that failure to do shall constitute material breach.

28. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the terms agreed upon by the Parties with respect to its subject matter. It supersedes all prior or contemporaneous agreements, understandings, or representations, whether oral or written. No evidence of prior or contemporaneous oral agreements or consistent additional terms may be used to contradict, explain, or supplement the terms of this Agreement.

29. Construction. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.

30. Execution of Other Documents. The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

31. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

32. Board Approval. For contracts in excess of **$15,000.00**, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.

IV. VENDOR REQUESTED SPECIAL TERMS AND CONDITIONS (if applicable). In the event of any conflict or inconsistency between these special terms and conditions and the section III Terms and Conditions, the special terms and conditions shall prevail. District's initials SS

/dataset/V_33_SpecialTanC

The complete Agreement includes and incorporates by reference herein all of the "Contract Documents" which includes: all terms and conditions of this Agreement, Academic Return on Investment Exhibit, provisions of required forms, any appendix, schedules, or attachments, and all modifications, and amendments.

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

DISTRICT

Fresno Unified School District

Patrick Jensen, Chief Financial Officer

Date

CONTRACTOR

Career Nexus

Kurt Madden

Name: **Kurt Madden** , ***Title: Ceo***

Jun 3, 2025

Date

Approved As To Form:

Stacey Sandoval, Executive Director Risk Management

Jun 6, 2025

Date

Contract: 260453 CAREER NEXUS

FUSD Contract Administrator:
Connie.Cha@fresnounified.org

Attachments

Fresno Unified School District
PURCHASING
4498 N. Brawley
Fresno, CA 93722
559-457-3588

IDEA CAMPUS MANAGEMENT AND SERVICES AGREEMENT

THIS IDEA CAMPUS MANAGEMENT SERVICES AGREEMENT ("Agreement") is entered into this 24th day of June 2024 (the "Effective Date") by and between FRESNO UNIFIED SCHOOL DISTRICT ("District"), and CAREER NEXUS, a California nonprofit corporation ("Manager") (District and Manager are together the "Parties" and each a "Party").

RECITALS

WHEREAS, District seeks to contract with Manager to provide a career-learning environment to its students;

WHEREAS, to provide the career-learning environment to District, Manager requires a large space to hold students, staff, manufacturing equipment, safe zones, walk lanes, conference rooms, restrooms, employer training staff, and offices;

WHEREAS, District desires to utilize such space and Manager seeks to provide such space as the tenant of record and property manager, District will pay a monthly cost associated with the IDEA Campus, which includes insurance, security costs, lease payments, lease deposit, utilities, and maintenance (see Schedule 1);

WHEREAS, using its connections and experience, Manager desires to engage and provide employer partners for the learning and career training for the students, to serve as employer of record for the students, and to provide students with stipends for their work at the IDEA Campus.

NOW, THEREFORE, in consideration of the premises and promises set forth herein and for other good and valuable consideration, intending to be legally bound, Parties hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 "Security Deposit" shall mean security deposit required for sub-lease agreement as specified in Schedule I.

1.2 "Additional Monthly Costs" shall mean the costs itemized in Chart C.1: Utilities, Maintenance, Security Systems and Monitoring, Insurance Requirements Costs.

1.3 "Annual Costs" shall mean the costs specified in Schedule II column E rows 1-8, in which E8 of Schedule II is calculated based on eight (8) months.

1.4 “Cost to Launch” shall mean the Lease Downpayment in Schedule I and two (2) months of the Total Monthly Costs in Schedule II: column D, row 1.

1.5 “Career-Learning Services” shall mean paid, supervised work experience, career preparation, and other real-world workforce skills training.

1.6 “Insurance Requirements Costs” shall mean $3,000 per month.

1.7 “Lease Cost” shall mean the amounts provided for in Schedule II, column B.

1.8 “Tenant Improvements” shall mean necessary facility improvements for occupancy, not to exceed $500,000 as specified in Schedule III.

1.9 **“**IDEA Campus” shall mean the property located at 3240 North Millbrook, Building A & B, Fresno, CA 93726 and referred to as the Leased Premises in the Lease Agreement, executed March 14, 2024, attached hereto as Exhibit A.

1.10 “Reimbursements” shall mean any unforeseen expenses or costs incurred by the Manager in performance of this Agreement or any expenses or costs that have been paid by Manager on behalf of the District, including, among other things, IDEA Campus Service Fee, etc.

1.11 “Student Stipend” shall mean $1,000 per student.

1.12 “Tech Infrastructure and Ongoing Support” all technology infrastructure, equipment, and support needed for the IDEA Campus to conduct and provide the Career-Learning Services.

1.13 “Total Monthly Costs” shall mean the Lease Cost in Schedule II plus the Additional Monthly Costs in Chart C.1.

1.14 “Utilities True Up” shall mean a financial reconciliation conducted by the Manager after the end of each fiscal year of the Term of this Agreement in which the estimated amounts for Annualized Additional Monthly Costs of Utilities in Chart C.1 shall be reconciled with actual utility use and the difference of which shall either be charged or refunded to the District depending on whether there is deficiency or surplus for that particular year.

ARTICLE II

TERM

2.1 This Agreement shall be effective as of the Effective Date above and shall continue for a period of time equal to the duration of the term of the attached Lease Agreement described in Section 2 of the Lease Agreement.

2.2 Should the Lease Agreement be extended, pursuant to Section 40 of the Lease Agreement, this Agreement shall be extended for an equal term and be modified to reflect any changes in the Lease Payment or any other obligations in this Agreement that are derived from the Lease Agreement.

2.3 Should the District opt to purchase the IDEA Campus, provided for in Section 39 of the Lease Agreement, this Agreement will terminate simultaneously at the time the Lease Agreement and any outstanding or closing costs shall be due by the date of the termination.

ARTICLE III

DISTRICT'S RESPONSIBILITIES

3.1 District shall pay directly to Manager Cost to Launch within thirty (30) days of the Effective Date of this Agreement.

3.2 District shall pay directly to the Manager the Total Monthly Costs within thirty (30) days of the date of the invoice, which will be issued during the first week of each month.

3.3 District shall obtain, provide, and implement the Tech Infrastructure and provide Ongoing Support throughout the Term of this Agreement.

3.4 District shall reimburse Manager for Reimbursements submitted by the Manger to the District within thirty (30) days of receipt.

3.5 District shall execute security deposit by June 25, 2024.

ARTICLE IV

MANAGER'S RESPONSIBILITIES

4.1 Manager shall be the tenant of record in the Lease Agreement.

4.2 Manager shall provide Career-Learning Services during each academic year (Fall semester, Spring semester, and Summer session) during the Term of this Agreement, with a Fall, 2024 tentative start date.

4.3 Manager shall provide stipends for up to 175 students per academic year.

4.4 Manager shall provide a $1,000 stipend, per semester or session, to each participating student.

4.5 Manager shall be the employer of record for the participating students.

4.6. Manager shall ensure the IDEA Campus has a proper security and monitoring system and is properly insured and maintained. District shall also be allowed to request tenant improvements for the IDEA Campus through the Manager up to an aggregate amount of $500,000, which the District shall provide the funding for said tenant improvements.

4.7 Manager shall conduct an annual Utilities True Up. Refunds shall be due to the District within sixty (60) days of the end of the applicable fiscal year and deficiencies shall be due by the District within thirty (30) days of receiving the financial reconciliation showing the deficiency for that particular year by the Manager.

ARTICLE V

MISCELLANEOUS PROVISIONS

5.1 Governing Law. This Agreement and all transactions contemplated by this Agreement will be governed by and construed and enforced in accordance with the laws of the State of California

5.2 Mediation. Should any dispute arise out of this Agreement, the Parties shall meet in mediation to attempt to reach a resolution with the assistance of a mutually acceptable mediator. Agreement on an acceptable, qualified mediator cannot be unreasonably withheld. Neither party shall be permitted to file legal action without first meeting in mediation and making a good-faith attempt to reach a mediated resolution. The costs of the mediator shall be paid equally by the Parties. If a mediated Dispute settlement is reached, neither Party shall be deemed the prevailing party for purposes of settlement and each Party shall bear its own legal costs.

5.3 Confidentiality. Confidentiality. From time to time during the Term of this Agreement, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party"), non-public, proprietary, and confidential information of Disclosing Party that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed and within 30 days thereafter, is summarized in writing and confirmed as confidential ("Confidential Information"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 7; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source that, to the Receiving Party's knowledge, was not legally or contractually restricted from disclosing such information; (c) the Receiving Party establishes by documentary evidence, was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) the Receiving Party establishes by documentary evidence, was or is independently developed by Receiving Party without using any of the Disclosing Party's Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. For purposes of this Section 7 only, "Receiving Party's Group" shall mean the Receiving Party's affiliates and its or their employees, officers, directors, shareholders, partners, members, managers, agents, independent contractors, service providers, sublicensees, subcontractors, attorneys, accountants, and financial advisors.

5.4 Relationship of Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Career-Learning Services by Manager shall be under its own control, District being interested only in the results thereof. The Manager shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Career-Learning Services. Nothing in this Agreement shall give the District the right to instruct, supervise, control, or direct the details and manner of the completion of the Career-Learning Services. The Career-Learning Services must meet the District's final approval and shall be subject to the District's general right of inspection throughout the performance of the Career-Learning Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

5.5 Notice. Any notice, request, or other document required or permitted to be given under this Agreement shall be in writing and shall be deemed given (a) by U.S. certified or registered mail, or (b) by e-mail, as follows:

To MANAGER:

Name: Career Nexus

Attn: Kurt Madden

Email: kurt.madden@careernexus.org

To DISTRICT:

Name:

Attn:

Email:

5.6 Modification and Amendment. The Parties agree that this Agreement may only be modified or amended upon written consent of both parties.

5.7 Assignment. Neither Party will assign or delegate its rights or obligations under this Agreement without the prior written consent of the other Party. Any assignment or delegation, without written consent, shall be null and void.

5.8 Severability/Survival. Parties hereto intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. In the event a court of competent jurisdiction determines that the scope of any provision is too broad to be enforced as written, Parties intend that the court should reform the provision to such narrower scope as it determines to be enforceable. If, however, any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future law, such provision will be fully severable, and this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof, and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance.

5.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of Parties and their respective heirs, representatives, successors and permitted assigns. Parties agree that the remedy at law for any actual or threatened breach of this Agreement by either would be inadequate and that both shall be entitled to specific performance hereof or injunctive relief, or both, by temporary or permanent injunction or other appropriate judicial remedy, writ or order, in addition to any damages which both Parties may legally be entitled to recover.

5.10 Waiver. No waiver of any provision of this Agreement will be binding upon any Party unless made in writing and signed by a duly authorized representative of the Party waiving compliance. No failure or delay in enforcing any right under this Agreement will be deemed a waiver and shall in no way affect the full right to require such performance at any time thereafter.

5.11 Headings. The section headings used in this Agreement are included solely for convenience and shall not affect, nor be used in connection with, the interpretation of this Agreement.

5.12 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together, shall constitute one and the same agreement. Faxed or electronic (including scanned-PDF) signatures shall be deemed an original for purposes of the Agreement.

5.13 Entire Agreement. This Agreement constitutes the entire agreement between Parties and supersedes all prior memoranda or agreements relating thereto, whether oral or in writing. Any and/or all prior agreements, whether express or implied, are hereby revoked in their entirety, regardless if such express or implied terms are in contradiction to the terms of this Agreement or are not addressed by the terms of this Agreement. No party has relied on any representation,

statement, omission, understanding, agreement, offer or promise, whether express or implied, other than what is expressly stated in this Agreement.

5.14 Number of Days. In computing the number of days for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, if the final day of any time period falls on a Saturday, Sunday or holiday on which banks in the United States are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.

5.15 Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's reasonable control, including, without limitation, the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, other potential disasters or catastrophes, including pandemics; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns, or other industrial disturbances; and (h) other similar events beyond the reasonable control of the Impacted Party.

The Impacted Party shall give notice within 10 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

ARTICLE VI

LIMITATION OF LIABILITY

6.1 EXCEPT WHERE OTHERWISE INAPPLICABLE OR PROHIBITED BY LAW, IN NO EVENT SHALL MANAGER OR ANY OF MANAGER'S DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, LICENSORS, INDEPENDENT CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, AFFILIATES, PARENT COMPANIES, SUBSIDIARIES, TELECOMMUNICATIONS PROVIDERS, AND/OR MANAGERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, OR ANY OTHER DAMAGES, FEES, COSTS OR CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT, THE CAREER-LEARNING SERVICES, REGARDLESS OF WHETHER MANAGER HAS HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES, FEES, COSTS, OR CLAIMS. THIS INCLUDES, WITHOUT LIMITATION, ANY LOSS OF USE, LOSS OF PROFITS, LOSS OF DATA, LOSS OF GOODWILL, COST OF PROCUREMENT OF SUBSTITUTE THE CAREER-LEARNING SERVICES, OR ANY OTHER INDIRECT,

SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR OTHER DAMAGES. THIS APPLIES REGARDLESS OF THE MANNER IN WHICH DAMAGES ARE ALLEGEDLY CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, OR OTHERWISE.

6.2 IN NO EVENT SHALL MANAGER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO THE MANAGER.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

MANAGER:

NAME Career Nexus

By: _____

Name: Kurt Madden

Title: CEO

DISTRICT:

By: Patrick Jensen (Jun 21, 2024 13:32 PDT)

Name: Patrick Jensen

Title: Chief Financial Officer

Jun 17, 2024

SCHEDULE I

Security Deposit

Security Deposit (Career Nexus and College and Career Readiness, Fresno Unified)	DUE JUNE 25, 2024	$14,500.00

SCHEDULE II

Lease Costs, Additional Monthly Costs, and Total Monthly Costs

	A	B	C	D	E
	Months	Lease Costs	Additional Monthly Costs (Breakdown Chart C.1)	Total Monthly Costs	Annualized Costs
1	1-12	$28,161.67	$22,000.00	$50,161.67	$601,940.04
2	13-24	$29,471.67	$22,000.00	$51,471.67	$617,660.04
3	25-36	$30,834.07	$22,000.00	$52,834.07	$634,008.84
4	37-48	$32,250.97	$22,000.00	$54,250.97	$651,011.59
5	49-60	$37,944.47	$22,000.00	$59,944.47	$719,333.70
6	61-72	$39,082.81	$22,000.00	$61,082.81	$732,993.71
7	73-84	$40,255.29	$22,000.00	$62,255.29	$747,063.52
8	85-92	$41,462.95	$22,000.00	$63,462.95	$507,703.62 (8 months)

CHART C.1

Additional Monthly Costs

	Monthly	Annualized
Utilities	$10,000	$120,000
Maintenance/Custodial	$8,000	$96,000
Security System & Monitoring	$1,000	$12,000
Insurance Requirements Costs	$3,000	$36,000
Total	**$22,000**	**$264,000**

SCHEDULE III

Tenant Improvements

Tenant Improvements (Necessary facility improvements for occupancy)	$500,000 (NTE)

TOTAL CONTRACT COST BREAKDOWN

Annualized Cost (Lease/Additional Monthly)	Tenant Improvements	Security Deposit (6/25/24)	Total Contract
$601,940.04	$500,000.00	$14,500.00	$1,116,440.00

EXHIBIT A

Lease Agreement

IDEA CAMPUS MANAGEMENT AND SERVICES AGREEMENT

THIS IDEA CAMPUS MANAGEMENT SERVICES AGREEMENT ("Agreement") is entered into this 24th day of June 2024 (the "Effective Date") by and between FRESNO UNIFIED SCHOOL DISTRICT ("District"), and CAREER NEXUS, a California nonprofit corporation ("Manager") (District and Manager are together the "Parties" and each a "Party").

RECITALS

WHEREAS, District seeks to contract with Manager to provide a career-learning environment to its students;

WHEREAS, to provide the career-learning environment to District, Manager requires a large space to hold students, staff, manufacturing equipment, safe zones, walk lanes, conference rooms, restrooms, employer training staff, and offices;

WHEREAS, District desires to utilize such space and Manager seeks to provide such space as the tenant of record and property manager, District will pay a monthly cost associated with the IDEA Campus, which includes insurance, security costs, lease payments, lease deposit, utilities, and maintenance (see Schedule 1);

WHEREAS, using its connections and experience, Manager desires to engage and provide employer partners for the learning and career training for the students, to serve as employer of record for the students, and to provide students with stipends for their work at the IDEA Campus.

NOW, THEREFORE, in consideration of the premises and promises set forth herein and for other good and valuable consideration, intending to be legally bound, Parties hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 "Security Deposit" shall mean security deposit required for sub-lease agreement as specified in Schedule I.

1.2 "Additional Monthly Costs" shall mean the costs itemized in Chart C.1: Utilities, Maintenance, Security Systems and Monitoring, Insurance Requirements Costs.

1.3 "Annual Costs" shall mean the costs specified in Schedule II column E rows 1-8, in which E8 of Schedule II is calculated based on eight (8) months.

1.4 “Cost to Launch” shall mean the Lease Downpayment in Schedule I and two (2) months of the Total Monthly Costs in Schedule II: column D, row 1.

1.5 “Career-Learning Services” shall mean paid, supervised work experience, career preparation, and other real-world workforce skills training.

1.6 “Insurance Requirements Costs” shall mean $3,000 per month.

1.7 “Lease Cost” shall mean the amounts provided for in Schedule II, column B.

1.8 “Tenant Improvements” shall mean necessary facility improvements for occupancy, not to exceed $500,000 as specified in Schedule III.

1.9 **“**IDEA Campus” shall mean the property located at 3240 North Millbrook, Building A & B, Fresno, CA 93726 and referred to as the Leased Premises in the Lease Agreement, executed March 14, 2024, attached hereto as Exhibit A.

1.10 “Reimbursements” shall mean any unforeseen expenses or costs incurred by the Manager in performance of this Agreement or any expenses or costs that have been paid by Manager on behalf of the District, including, among other things, IDEA Campus Service Fee, etc.

1.11 “Student Stipend” shall mean $1,000 per student.

1.12 “Tech Infrastructure and Ongoing Support” all technology infrastructure, equipment, and support needed for the IDEA Campus to conduct and provide the Career-Learning Services.

1.13 “Total Monthly Costs” shall mean the Lease Cost in Schedule II plus the Additional Monthly Costs in Chart C.1.

1.14 “Utilities True Up” shall mean a financial reconciliation conducted by the Manager after the end of each fiscal year of the Term of this Agreement in which the estimated amounts for Annualized Additional Monthly Costs of Utilities in Chart C.1 shall be reconciled with actual utility use and the difference of which shall either be charged or refunded to the District depending on whether there is deficiency or surplus for that particular year.

ARTICLE II

TERM

2.1 This Agreement shall be effective as of the Effective Date above and shall continue for a period of time equal to the duration of the term of the attached Lease Agreement described in Section 2 of the Lease Agreement.

2.2 Should the Lease Agreement be extended, pursuant to Section 40 of the Lease Agreement, this Agreement shall be extended for an equal term and be modified to reflect any changes in the Lease Payment or any other obligations in this Agreement that are derived from the Lease Agreement.

2.3 Should the District opt to purchase the IDEA Campus, provided for in Section 39 of the Lease Agreement, this Agreement will terminate simultaneously at the time the Lease Agreement and any outstanding or closing costs shall be due by the date of the termination.

ARTICLE III

DISTRICT'S RESPONSIBILITIES

3.1 District shall pay directly to Manager Cost to Launch within thirty (30) days of the Effective Date of this Agreement.

3.2 District shall pay directly to the Manager the Total Monthly Costs within thirty (30) days of the date of the invoice, which will be issued during the first week of each month.

3.3 District shall obtain, provide, and implement the Tech Infrastructure and provide Ongoing Support throughout the Term of this Agreement.

3.4 District shall reimburse Manager for Reimbursements submitted by the Manger to the District within thirty (30) days of receipt.

3.5 District shall execute security deposit by June 25, 2024.

ARTICLE IV

MANAGER'S RESPONSIBILITIES

4.1 Manager shall be the tenant of record in the Lease Agreement.

4.2 Manager shall provide Career-Learning Services during each academic year (Fall semester, Spring semester, and Summer session) during the Term of this Agreement, with a Fall, 2024 tentative start date.

4.3 Manager shall provide stipends for up to 175 students per academic year.

4.4 Manager shall provide a $1,000 stipend, per semester or session, to each participating student.

4.5 Manager shall be the employer of record for the participating students.

4.6. Manager shall ensure the IDEA Campus has a proper security and monitoring system and is properly insured and maintained. District shall also be allowed to request tenant improvements for the IDEA Campus through the Manager up to an aggregate amount of $500,000, which the District shall provide the funding for said tenant improvements.

4.7 Manager shall conduct an annual Utilities True Up. Refunds shall be due to the District within sixty (60) days of the end of the applicable fiscal year and deficiencies shall be due by the District within thirty (30) days of receiving the financial reconciliation showing the deficiency for that particular year by the Manager.

ARTICLE V

MISCELLANEOUS PROVISIONS

5.1 Governing Law. This Agreement and all transactions contemplated by this Agreement will be governed by and construed and enforced in accordance with the laws of the State of California

5.2 Mediation. Should any dispute arise out of this Agreement, the Parties shall meet in mediation to attempt to reach a resolution with the assistance of a mutually acceptable mediator. Agreement on an acceptable, qualified mediator cannot be unreasonably withheld. Neither party shall be permitted to file legal action without first meeting in mediation and making a good-faith attempt to reach a mediated resolution. The costs of the mediator shall be paid equally by the Parties. If a mediated Dispute settlement is reached, neither Party shall be deemed the prevailing party for purposes of settlement and each Party shall bear its own legal costs.

5.3 Confidentiality. Confidentiality. From time to time during the Term of this Agreement, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party"), non-public, proprietary, and confidential information of Disclosing Party that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed and within 30 days thereafter, is summarized in writing and confirmed as confidential ("Confidential Information"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 7; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source that, to the Receiving Party's knowledge, was not legally or contractually restricted from disclosing such information; (c) the Receiving Party establishes by documentary evidence, was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) the Receiving Party establishes by documentary evidence, was or is independently developed by Receiving Party without using any of the Disclosing Party's Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. For purposes of this Section 7 only, "Receiving Party's Group" shall mean the Receiving Party's affiliates and its or their employees, officers, directors, shareholders, partners, members, managers, agents, independent contractors, service providers, sublicensees, subcontractors, attorneys, accountants, and financial advisors.

5.4 Relationship of Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Career-Learning Services by Manager shall be under its own control, District being interested only in the results thereof. The Manager shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Career-Learning Services. Nothing in this Agreement shall give the District the right to instruct, supervise, control, or direct the details and manner of the completion of the Career-Learning Services. The Career-Learning Services must meet the District's final approval and shall be subject to the District's general right of inspection throughout the performance of the Career-Learning Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

5.5 Notice. Any notice, request, or other document required or permitted to be given under this Agreement shall be in writing and shall be deemed given (a) by U.S. certified or registered mail, or (b) by e-mail, as follows:

To MANAGER:

Name: Career Nexus

Attn: Kurt Madden

Email: kurt.madden@careernexus.org

To DISTRICT:

Name:

Attn:

Email:

5.6 Modification and Amendment. The Parties agree that this Agreement may only be modified or amended upon written consent of both parties.

5.7 Assignment. Neither Party will assign or delegate its rights or obligations under this Agreement without the prior written consent of the other Party. Any assignment or delegation, without written consent, shall be null and void.

5.8 Severability/Survival. Parties hereto intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. In the event a court of competent jurisdiction determines that the scope of any provision is too broad to be enforced as written, Parties intend that the court should reform the provision to such narrower scope as it determines to be enforceable. If, however, any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future law, such provision will be fully severable, and this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof, and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance.

5.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of Parties and their respective heirs, representatives, successors and permitted assigns. Parties agree that the remedy at law for any actual or threatened breach of this Agreement by either would be inadequate and that both shall be entitled to specific performance hereof or injunctive relief, or both, by temporary or permanent injunction or other appropriate judicial remedy, writ or order, in addition to any damages which both Parties may legally be entitled to recover.

5.10 Waiver. No waiver of any provision of this Agreement will be binding upon any Party unless made in writing and signed by a duly authorized representative of the Party waiving compliance. No failure or delay in enforcing any right under this Agreement will be deemed a waiver and shall in no way affect the full right to require such performance at any time thereafter.

5.11 Headings. The section headings used in this Agreement are included solely for convenience and shall not affect, nor be used in connection with, the interpretation of this Agreement.

5.12 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together, shall constitute one and the same agreement. Faxed or electronic (including scanned-PDF) signatures shall be deemed an original for purposes of the Agreement.

5.13 Entire Agreement. This Agreement constitutes the entire agreement between Parties and supersedes all prior memoranda or agreements relating thereto, whether oral or in writing. Any and/or all prior agreements, whether express or implied, are hereby revoked in their entirety, regardless if such express or implied terms are in contradiction to the terms of this Agreement or are not addressed by the terms of this Agreement. No party has relied on any representation,

statement, omission, understanding, agreement, offer or promise, whether express or implied, other than what is expressly stated in this Agreement.

5.14 Number of Days. In computing the number of days for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, if the final day of any time period falls on a Saturday, Sunday or holiday on which banks in the United States are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.

5.15 Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's reasonable control, including, without limitation, the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, other potential disasters or catastrophes, including pandemics; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns, or other industrial disturbances; and (h) other similar events beyond the reasonable control of the Impacted Party.

The Impacted Party shall give notice within 10 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

ARTICLE VI

LIMITATION OF LIABILITY

6.1 EXCEPT WHERE OTHERWISE INAPPLICABLE OR PROHIBITED BY LAW, IN NO EVENT SHALL MANAGER OR ANY OF MANAGER'S DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, LICENSORS, INDEPENDENT CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, AFFILIATES, PARENT COMPANIES, SUBSIDIARIES, TELECOMMUNICATIONS PROVIDERS, AND/OR MANAGERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, OR ANY OTHER DAMAGES, FEES, COSTS OR CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT, THE CAREER-LEARNING SERVICES, REGARDLESS OF WHETHER MANAGER HAS HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES, FEES, COSTS, OR CLAIMS. THIS INCLUDES, WITHOUT LIMITATION, ANY LOSS OF USE, LOSS OF PROFITS, LOSS OF DATA, LOSS OF GOODWILL, COST OF PROCUREMENT OF SUBSTITUTE THE CAREER-LEARNING SERVICES, OR ANY OTHER INDIRECT,

SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR OTHER DAMAGES. THIS APPLIES REGARDLESS OF THE MANNER IN WHICH DAMAGES ARE ALLEGEDLY CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, OR OTHERWISE.

6.2 IN NO EVENT SHALL MANAGER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO THE MANAGER.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

MANAGER:

NAME Career Nexus

By: _____

Name: Kurt Madden

Title: CEO

DISTRICT:

By: Patrick Jensen (Jun 21, 2024 13:32 PDT)

Name: Patrick Jensen

Title: Chief Financial Officer

Jun 17, 2024

SCHEDULE I

Security Deposit

Security Deposit (Career Nexus and College and Career Readiness, Fresno Unified)	DUE JUNE 25, 2024	$14,500.00

SCHEDULE II

Lease Costs, Additional Monthly Costs, and Total Monthly Costs

	A	B	C	D	E
	Months	Lease Costs	Additional Monthly Costs (Breakdown Chart C.1)	Total Monthly Costs	Annualized Costs
1	1-12	$28,161.67	$22,000.00	$50,161.67	$601,940.04
2	13-24	$29,471.67	$22,000.00	$51,471.67	$617,660.04
3	25-36	$30,834.07	$22,000.00	$52,834.07	$634,008.84
4	37-48	$32,250.97	$22,000.00	$54,250.97	$651,011.59
5	49-60	$37,944.47	$22,000.00	$59,944.47	$719,333.70
6	61-72	$39,082.81	$22,000.00	$61,082.81	$732,993.71
7	73-84	$40,255.29	$22,000.00	$62,255.29	$747,063.52
8	85-92	$41,462.95	$22,000.00	$63,462.95	$507,703.62 (8 months)

CHART C.1

Additional Monthly Costs

	Monthly	Annualized
Utilities	$10,000	$120,000
Maintenance/Custodial	$8,000	$96,000
Security System & Monitoring	$1,000	$12,000
Insurance Requirements Costs	$3,000	$36,000
Total	**$22,000**	**$264,000**

SCHEDULE III

Tenant Improvements

Tenant Improvements (Necessary facility improvements for occupancy)	$500,000 (NTE)

TOTAL CONTRACT COST BREAKDOWN

Annualized Cost (Lease/Additional Monthly)	Tenant Improvements	Security Deposit (6/25/24)	Total Contract
$601,940.04	$500,000.00	$14,500.00	$1,116,440.00

EXHIBIT A

Lease Agreement

Date of Lease:	**March 14, 2024**
Property Address:	**3240 North Millbrook, Building A & B, Fresno, CA 93726**
LANDLORD:	**John S. Foggy**
Landlord Address:	**c/o T.H. Commercial 5132 North Palm Avenue, PMB 355 Fresno, California 93704**
Contact Person:	**Trish Sadler**
Phone:	**(559) 259-3754**
E-mail:	**thproperties@sbcglobal.net**
TENANT:	**Career Nexus, a California Nonprofit Corporation for Public Benefit**
Tenant Address:	**700 N. Van Ness, Suite 103 Fresno, California 93621**
Contact Person:	**Kurt Madden, CEO**
Phone:	**(559) 272-3880**
E-mail:	**kurt.madden@careernexus.org**
Type of Lease:	**Gross Lease, where-in Tenant is responsible for Utilities , Janitorial Service and supplies and HVAC Maintenance.**
Approx. Leasable Sq. Ft.:	Total **36,149±** square feet
Lease Term:	**Seven (7) years Eight (8) Months beginning on September 1, 2024 or sooner, (see para 3.1) and ending 92 months later, April 30, 2032. Expiration to be adjusted accordingly for any delay in occupancy.**
Base Rent (per month in advance):	**Months 1-12* = $32,750.00 per month* (see para. 3.1) (2nd & 4th months to be free); 4% per year increases for years 1 – 3 and 3% per year increases for the duration of the Lease Term, thereafter *(see Paragraph 3.1-Rent Credits.)**
Security Deposit:	**$44,000.00 (see Paragraph 4 & 5)**
Late Charge:	**5% of amount due**
Holding Over:	**125% of last months rent**
Insurance:	**$2,000,000.00 Property Damage / $2,000,000.00 Liability**
Landlord's Broker (if none, state):	**Robert Ellis Leasing & Investment**
Tenant's Broker (if none, state):	**Colliers-Scott Buchanan**
Comments:	

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LEASE

THIS AGREEMENT OF LEASE is made this **14th** day of **March**, **2024**, by and between **John S. Foggy** herein called Landlord, and **CAREER NEXUS, a California Nonprofit Corporation for Public Benefit,** herein called Tenant.

1. LEASED PREMISES: Landlord does hereby lease unto Tenant and Tenant does hereby hire and take from Landlord the following described premises, situated in the City of **Fresno**, County of **Fresno**, State of California; to wit: **3240 North Milbrook Building A – appx. 13,518± and Building B – appx. 22,631± sf – total – 36,149± on 2.67 acres,** subject to liens, encumbrances, building occupancy and parking at 3747 E. Shields, and other restrictions of record, ordinances and regulations now or hereafter lawfully imposed thereon by any government or agency thereof or in accordance with the terms of this Lease.

2. TERM: To have and to hold said premises for a term of **seven (7) years, eight (8) months** commencing on the **1st** day of **September 2024 or sooner* through April 30th, 2032. Lease Expiration and rental increases to be adjusted accordingly for any approved delay in occupancy.**

3. RENTAL: Tenant shall pay rent, free from all claims, demands, or setoffs against Landlord of any kind or character whatsoever, to Landlord, or Landlord's duly authorized agent or representative, at an address to be designated by Landlord. The rent shall be paid in advance in monthly installments on the first of each month as follows:

3.1 Monthly Installments: **Thirty-Two Thousand Seven Hundred Fifty and No/100 Dollars ($32,750.00)* per month commencing on the 1st day of September 2024 through August 31, 2025 (October 2024 and December 2024 to be rent free), then 4% per year increases during years 1-3 and 3% per year increases for the duration of the Lease Term, thereafter.**
***Tenant to receive rent credits totaling $220,000 over the first 48 Paid Months: credited $4,588.33 from each paid months rent indicated above.**

4. PAYMENT UPON EXECUTION: **Thirty-Four Thousand Five Hundred and No/100 Dollars ($34,500.00)** nonrefundable security deposit, which has been paid by Tenant as a pre-condition for entering into this agreement. Balance of Security Deposit ($9,500) and First Month's Rent ($28,161.67 (32,750- $4,588.33 rent credit) to be paid to Landlord by Tenant within 7 days after full approval of said Experiential Learning Management and Services Agreement by Fresno Unified School District on or before June 23, 2024.

5. SECURITY DEPOSIT: A security deposit of **Forty-Four Thousand and No/100 Dollars ($44,000.00)** shall be paid to Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term hereof. If Tenant defaults with respect to any provision of this Lease, including, but not limited to, the provisions relating to the payment of rent or late charges, Landlord may (but shall not be required to) use, apply or retain all or any part of this security deposit for the payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied during the term or any extension of this agreement, Tenant shall, within five (5) days after written demand thereof, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall be a material breach of this Lease. Landlord shall not be required to keep this security deposit separate from his general funds, and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by him, the security deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) at the expiration of the lease term. In the event of termination of Landlord's interest in this Lease, Landlord shall transfer said deposit to Landlord's successor in interest. After transfer, Landlord shall be relieved of any and all liability with respect to the security deposit.

6. LATE CHARGES: In the event the monthly rent or other sums due under this Lease are received more than ten (10) days after the due date, Tenant agrees to pay to Landlord as additional rent a late charge of **5% of amount due.** This does not create a grace period. Tenant further agrees to pay Landlord any costs incurred by Landlord in effecting the collection of such past due rent and late charge, including, but not limited to, fees of an attorney, court costs or collection agency fees. Nothing herein contained shall limit any other remedy of Landlord.

7. USE OF PREMISES: The above described premises are leased for the purpose of conducting thereupon **Work space/intern programs/training facilities/storage space** and for no other purposes, and Tenant promises and agrees that he will, during the entire term hereof, use the same for conducting thereupon the aforesaid business and will occupy all said premises and cause the same to be open for business in the usual and customary manner of similar businesses during the entire term hereof. Tenant will not permit the premises to become vacant or unoccupied; and will not use, or permit to be used, said premises or any part thereof for any sale by auction nor will Tenant use the premises in such manner as will increase the existing rate of insurance upon the building of which these premises are a part, nor cause any cancellation of any insurance policy covering said building. Tenant shall not sell, keep, use or permit to be sold, kept or used in or about said premises any article which may be prohibited in the standard form of fire insurance policies. Tenant shall, at his sole cost and expense, comply with any and all requirements, pertaining to said premises, of any insurance organization or company, necessary for the maintenance of reasonable fire and public liability insurance covering said building and appurtenances.

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7.1 HAZARDOUS MATERIALS. As used in this Lease, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitation petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. Tenant shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated or disposed of in or about the premises by Tenant, its agents, employees, contractors, sublessees or invitees without the prior written consent of Landlord. Landlord shall be entitled to take into account such other factors or facts as Landlord may reasonably determine to be relevant in determining whether to grant or withhold consent to Tenant's proposed activity with respect to Hazardous Material. In no event, however, shall Landlord be required to consent to the installation or use of any storage tanks on the premises.

8. SIGN CONTROL: Tenant shall not affix, paint, erect or inscribe any sign, projection, awning, signal or advertisement of any kind to any part of the premises, building or real property, including without limitation, the inside or outside of windows or doors, without the prior written consent of Landlord. Said consent shall not be unreasonably withheld. Landlord shall have the right to remove any signs or other matter, installed without Landlord's permission, without being liable to Tenant by reason of such removal, and to charge the cost of removal to Tenant as additional rent hereunder, payable within ten (10) days of written demand by Landlord.

9. PARKING: Tenant shall have the right to park in common with other tenants of Landlord, subject to the rules and regulations and such restrictions on use thereof as may be prescribed from time to time by Landlord. **All Parking on site around Buildings A & B to be for Tenants exclusive use and be free of charge during the Lease Term and any extension period exercised by Tenant.**

10. COMPLIANCE WITH THE LAW: Tenant agrees that he will not use or permit said premises to be used for any unlawful purpose or for any purpose which will injure the reputation of the Landlord, the premises, or the building of which these premises are a part, nor will he disturb the other tenants of such building or neighborhood. Tenant will, at his own expense, promptly observe and comply with all laws, orders, regulations, rules, ordinances and requirements of Federal, State, County and City governments, or other lawful governmental bodies, or any of their departments, bureaus or of offices, and will effect all alterations or other requirements exacted, directed or deemed necessary on account of Tenant's use of said premises. Tenant agrees to pay, at his own cost and expense, all claims, fines, penalties and damages that may in any manner arise out of, or be imposed because of, the failure of Tenant to comply with this covenant, and will hold Landlord harmless from any damage, injury, loss or claim, lawfully imposed or recovered by reason of any breach of this agreement. The commencement or pendency in any court, whether State or Federal, of any abatement proceedings affecting *the use* of said premises shall, at the option of Landlord, be deemed a breach of this Lease.

11. ENTRY AND SURRENDER OF PREMISES: Only after Landlords contractor has confirmed the overall condition of all materials provided below, Tenant acknowledges that said premises including, all window glass and other glazing, exposed plumbing, heating, cooling and air conditioning, lighting fixtures and lights, electric wiring and the sewage system in and about said premises on the date of entry are in good order, condition and repair and on the last day of the term hereof, or on any sooner termination of this Lease, Tenant will peaceably and quietly surrender and yield up said premises to Landlord in good repair and in a broom clean condition, with the exception of normal wear and tear. Tenant shall, on Landlord's request, remove Tenant's property on or before the expiration date and promptly repair all damage to the premises or building caused by such removal. Any personal property left on the premises after the expiration of this Lease, at the option of the Landlord, shall be considered abandoned.

12. NOTICES: Any notice required to be given hereunder or any notice required to be given by law shall be in writing and may be given by personal delivery or by certified mail with return receipt requested, addressed to Tenant at the demised premises, or at his place of business, or to Landlord at the address on the signatory page, or to either of them in any manner prescribed by law.

13. WAIVER: Time is agreed to be of the essence in this agreement, and any waiver by Landlord of the prompt and punctual performance of any term, condition or covenant hereof shall not be construed to be a waiver of the prompt and punctual performance of the same or any other term, condition or covenant subsequently when due.

14. MERGER: The voluntary or other surrender of this Lease by Tenant or a mutual cancellation hereof shall not work a merger, and shall, at the option of the Landlord, terminate all or any existing sub-leases or sub-tenancies or shall operate as an assignment to him of such sub-leases or sub-tenancies.

15. SUCCESSION OF TENANT: This Lease and each of its terms, subject to the provisions relating to assignments, shall apply to and bind the heirs, successors, executors, administrators and assigns of the Tenant hereto and the Tenant hereto shall be jointly and severally liable hereunder for performance of all conditions of this Lease.

16. QUIET ENJOYMENT: Landlord covenants with Tenant that upon Tenant's entry into said premises and his performance of each of the terms of the Lease, on his part to be performed, Tenant shall have full freedom and use of said premises in accordance with the terms hereof and quietly enjoy the same without lawful claim on the part of any person.

17. HOLDING OVER: If after expiration of the term, Tenant remains in possession of the premises, at the option of the Landlord, Tenant shall become a Tenant from month to month only, upon all provisions of this Lease (except as to term and base rent), but the "Monthly Installments of Base Rent" payable by Tenant shall be increased to**125% of last months rent**, payable by Tenant. Such monthly rent shall be payable in advance on or before the first day of each month. If either party desires to terminate such month to month tenancy, he shall give the other party not less than thirty (30) days advance written notice of the date of termination. Any option to renew, extend or purchase, or other options, do

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not survive the expiration of this Lease.

18. RIGHT OF ENTRY: Except in the case of an emergency, Landlord or his representative shall have the right to enter said premises with twenty-four (24 hours prior notice during the term of this Lease to protect, inspect, exercise or investigate any rights of Landlord herein reserved; to inspect the premises or to post notices of non-responsibility, or to place thereon "For Sale" signs only after Career Nexus or Fresno Unitfied School District has waived their Option to purchase after the 92nd month of the Lease Term and within thirty (30) days prior to the expiration hereof the usual "To Let" or "To Lease" signs, all without rebate of rent to Tenant. Landlord may enter said premises for the purpose of making any alteration, repair or improvement to said building, or the premises, which he deems convenient for the maintenance or preservation thereof. Tenant expressly waives any damage resulting from such entry or from the performance of such alterations or repairs, and such entry shall not be cause for any rebate of rent herein reserved, provided always that the ingress and egress of Tenant or his customer shall not be unnecessarily hindered, nor shall Tenant's occupancy be otherwise unnecessarily inconvenienced.

19. POSSESSION: If for any reason whatsoever Landlord cannot deliver possession of said premises to Tenant at the commencement hereof, this Lease shall not be void or voidable, nor shall Landlord be liable for any loss or damage resulting therefrom, provided always that a proportionate reduction of rent shall be made therefor.

20. ASSIGNMENT OR SUB-LEASE: Tenant shall not assign or hypothecate this Lease nor any right granted him hereunder, nor sublet or license the demised premises or any part thereof without the prior written consent of Landlord. Said consent shall not be unreasonably withheld. No consent to any assignment of this Lease or any subletting of said premises shall be construed to be a waiver of the provisions hereof except only as to the specific instance covered by such consent, nor shall this Lease or any interest herein be assignable by operation of law.

Tenant agrees he will not file during the term hereof a petition in bankruptcy or for extension or arrangement of his debts or composition with his creditors, nor make an assignment for the benefit of his creditors, nor permit his interest in the demised premises to become subject to any proceeding, whether in Federal or State courts, wherein a receiver, custodian, conservator or other officer is appointed to hold, conserve, manage or operate Tenant's business. Any assignment by operation of law or the filing of any petition in bankruptcy, or for extension or arrangement of Tenant's debts or composition with his creditors, whether voluntary or involuntary, or the appointment of any receiver, custodian, or other officer in any proceeding in any court wherein the possession, management or control of premises herein demised is in any person other than Tenant, shall terminate this Lease and any and all rights which Tenant may have by reason of this Lease. Landlord shall be entitled to recover, in addition to possession of said premises, damages in a sum equal to all expenses to which Landlord may be put in regaining possession of said premises and the amount of the rent reserved for the remainder of the term hereof, less the fair rental value received for the remainder of said term. Any intended assignee, subtenant or successor must be able to demonstrate: I) an ability to pay all rent in a timely fashion, 2) a previous history as a successful business person in the business to be operated in the premises, 3) the ability to pay a deposit, 4) good credit, 5) acceptable references, 6) if a corporation, guarantees by officers as requested by Landlord. **CAREER NEXUS HAS THE RIGHT TO SUBLEASE TO FRESNO UNIFIED SCHOOL DISTRICT OR IT'S AFFILIATES WITHOUT LANDLORD APPROVAL. HOWEVER, LANDLORD WILL BE PROVIDED WRITTEN NOTICE.**

21. DEFAULTS; REMEDIES

21.1 COVENANTS AND CONDITIONS. Tenant's performance of each of Tenant's obligations under this Lease is a condition as well as a covenant. Tenant's right to continue in possession of the premises is conditioned upon such performance. Time is of the essence in the performance of all covenants and conditions.

21.2 DEFAULTS. Tenant shall be in material default under this Lease:

(a) If Tenant abandons the premises while not paying rent or if Tenant's vacation of the premises results in the cancellation of any insurance described in this Lease;

(b) If Tenant fails to pay rent or any other charge when due;

(c) If Tenant fails to perform any of Tenant's non-monetary obligations under this Lease for a period of thirty (30) days after written notice from Landlord; provided that if more than thirty (30) days are required to complete such performance, Tenant shall not be in default if Tenant commences such performance within the thirty (30) day period and thereafter diligently pursues its completion. However, Landlord shall not be required to give such notice if Tenant's failure to perform constitutes a non-curable breach of this Lease. The notice required by this paragraph is intended to satisfy any and all notice requirements imposed by law on Landlord and is not in addition to any such requirement.

(d) (i) If Tenant makes a general assignment or general arrangement for the benefit of creditors; (ii) if a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by or against Tenant and is not dismissed within thirty (30) days; (iii) if a trustee or receiver is appointed to take possession of substantially all of Tenant's assets located at the premises or of Tenant's interest in this Lease and possession is not restored to Tenant within thirty (30) days; or (iv) if substantially all of Tenant's assets located at the premises or of Tenant's interest in this Lease is subjected to attachment, execution or other judicial seizure which is not discharged within thirty (30) days. If a court of competent jurisdiction determines that any of the acts described in this subparagraph (d) is not a default under this Lease, and a trustee is appointed to take possession (or if Tenant remains a debtor in possession) and such trustee or Tenant transfers Tenant's interest hereunder, then Landlord shall receive, as Additional Rent, the excess, if any, of the rent (or any other consideration) paid in connection with such assignment or sublease over the rent payable by Tenant under this Lease.

(e) If any guarantor of the Lease revokes or otherwise terminates, or purports to revoke or otherwise terminate, any guaranty of all or any portion of Tenant's obligations under the Lease. Unless otherwise expressly provided, no guaranty of the Lease is revocable.

21.3 REMEDIES. On the occurrence of any material default by Tenant, Landlord may, at any time thereafter,

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with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have:

(a) Terminate Tenant's right to possession of the premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including (i) the worth at the time of the award of the unpaid Base Rent, Additional Rent and other charges which Landlord had earned at the time of the termination; (ii) the worth at the time of the award of the amount by which the unpaid Base Rent, Additional Rent and other charges which Landlord would have earned after termination until the time of the award exceeds the amount of such rental loss that Tenant proves Landlord could have reasonably avoided; (iii) the worth at the time of the award of the amount by which the unpaid Base Rent, Additional Rent and other charges which Tenant would have paid for the balance of the Lease term after the time of award exceeds the amount of such rental loss that Tenant proves Landlord could have reasonably avoided; and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under the Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses Landlord incurs in maintaining or preserving the premises after such default, the cost of recovering possession of the premises, expenses of reletting, including necessary renovation or alteration of the premises, Landlord's reasonable attorneys' fees incurred in connection therewith, and any real estate commission paid or payable. As used in subparts (i) and (ii) above, the "worth at the time of the award" is computed by allowing interest on unpaid amounts at the rate of fifteen percent (15%) per annum, or such lesser amount as may then be the maximum lawful rate. As used in subpart (iii) above, the "worth at the time of the award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%). If Tenant has abandoned the premises, Landlord shall have the option of (i) retaking possession of the premises and recovering from Tenant the amount specified in this paragraph 21.3(a), or (ii) proceeding under paragraph 21.3(b);

(b) Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant has abandoned the premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due;

(c) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state in which the premises is located.

21.4 REPAYMENT OF "FREE" RENT. If this Lease provides for a postponement of any monthly rental payments, a period of "free" rent or other rent concession, such postponed rent or "free" rent is called the "Abated Rent". Tenant shall be credited with having paid all of the Abated Rent on the expiration of the Lease Term only if Tenant has fully, faithfully, and punctually performed all of Tenant's obligations hereunder, including the payment of all rent (other than the Abated Rent) and all other monetary obligations and the surrender of the premises in the physical condition required by this Lease. Tenant acknowledges that its right to receive credit for the Abated Rent is absolutely conditioned upon Tenant's full, faithful and punctual performance of its obligations under this Lease. If Tenant defaults and does not cure within any applicable grace period, the Abated Rent shall immediately become due and payable in full and this Lease shall be enforced as if there were no such rent abatement or other rent concession. In such case Abated Rent shall be calculated based on the full initial rent payable under this Lease.

21.5 AUTOMATIC TERMINATION. Notwithstanding any other term or provision hereof to the contrary, the Lease shall terminate on the occurrence of any act which affirms the Landlord's intention to terminate the Lease as provided in paragraph 21.3 hereof, including the filing of an unlawful detainer action against Tenant. On such termination, Landlord's damages for default shall include all costs and fees, including reasonable attorneys' fees that Landlord incurs in connection with the filing, commencement, pursuing and/or defending of any action in any bankruptcy court or other court with respect to the Lease; the obtaining of relief from any stay in bankruptcy restraining any action to evict Tenant; or the pursuing of any action with respect to Landlord's right to possession of the premises. All such damages suffered (apart from Base Rent and other rent payable hereunder) shall constitute pecuniary damages which must be reimbursed to Landlord prior to assumption of the Lease by Tenant or any successor to Tenant in any bankruptcy or other proceeding.

21.6 CUMULATIVE REMEDIES. Landlord's exercise of any right or remedy shall not prevent it from exercising any other right or remedy.

22. REIMBURSEMENT: In the event Tenant fails, neglects or refuses to perform any covenant, agreement or condition in this Lease provided by him to be done, kept or performed, at the time when the same is herein provided by him to be so done, Landlord may perform such covenant, condition or agreement and any money expended thereon shall be charged to the account of Tenant, payable on demand, with interest thereon at five percent (5%) per annum, and the failure of Tenant to so repay Landlord for any money so paid out and expended shall constitute a default under this Lease.

23. SUBORDINATION OF LEASE: Tenant agrees that this Lease is, and shall be, subordinate to any mortgage, deed of trust or any other hypothecation for security which has been or which hereafter may be placed upon said premises or the land or building of which they are a part, by Landlord, and such subordination is hereby effective without any further act by Tenant. However, if requested, Tenant will sign any documentation necessary to acknowledge such subordinate position.

24. ALTERATIONS: Tenant shall not make any alterations or repairs to the premises that are more than $3,000.00 without Landlord's prior written consent. Said consent shall not be unreasonably withheld, conditioned or delayed. Tenant, for the benefit of the premises, shall be allowed to make alterations to the premises that do not materially change the structural, mechanical or electrical integrity, which are under $3,000 per occurrence. Any alterations made shall remain on and be surrendered with the premises on expiration or termination of the Lease except that Landlord can elect within three (3) days before expiration of the Lease, or within five (5) days after the termination of the Lease, to require Tenant to remove any alterations that Tenant has made to the premises. If Landlord so elects, Tenant at his cost shall restore the premises to the condition designated by Landlord in his election, before the last day of the term or within thirty (30) days after notice of election is given, whichever is later.

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The above restrictions shall not apply to trade fixtures so long as Tenant fully complies with every term, condition and covenant of this Lease and so long as said trade fixtures may be installed and removed without damage or injury to the premises or any improvements thereof. Upon the termination of this Lease, provided all the conditions, covenants and agreements of this Lease have been fully complied with on the part of the Tenant, all such trade fixtures may be removed so long as such removal shall not in any way injure or impair the condition of said premises.

If Tenant makes any alterations to the premises as provided in this paragraph, the alterations shall not be commenced until five (5) days after Landlord has received notice from Tenant stating the date the installation of the alterations is to commence so that Landlord can post and record an appropriate notice of non-responsibility.

25. MECHANIC'S LIENS: Tenant shall pay all costs for construction done by him or caused to be done by him on the premises as permitted by this Lease. Tenant shall keep the building, other improvements, and land of which the premises are a part free and clear of all mechanic's liens resulting from construction done by or for Tenant. Tenant's failure to comply with this covenant shall at Landlord's option be grounds for terminating this Lease.

26. EMINENT DOMAIN: If the whole of the leased premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding and all rentals shall be paid up to that date and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease.

If the whole of the common parking areas in the premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding unless Landlord shall take immediate steps to provide other parking facilities substantially equal to the previously existing ratio between the common parking areas and the leased premises, and such substantially equal parking facilities shall be provided by Landlord at his own expense within ninety (90) days from the date of acquisition. In the event that Landlord shall provide such other substantially equal parking facilities, then this Lease shall continue in full force and effect. In any event, Tenant shall have no claim for the value of any unexpired term of this Lease.

If any part of the leased premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, and in the event that such partial taking or condemnation shall render the leased premises unsuitable for the business of the Tenant, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease. In the event of a partial taking or condemnation which is not extensive enough to render the premises unsuitable for the business of the Tenant, then Landlord shall promptly restore the leased premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking, and this Lease shall continue in full force and effect.

In the event of any condemnation or taking as hereinabove provided, whether whole or partial, the Tenant shall not be entitled to any part of the award, as damages or otherwise, for such condemnation and Landlord is to receive the full amount of such award. The Tenant hereby expressly waives any right or claim to any part thereof.

Although all damages in the event of any condemnation are to belong to the Landlord whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the leased premises, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reason of the condemnation and for or on account of any cost or loss to which Tenant might be put in removing Tenant's furniture, fixtures, leasehold improvements and equipment.

27. TRANSFER OF LANDLORD'S INTEREST: In the event of any sale or transfer by Landlord of the premises, building or project, and assignment of this Lease by Landlord, Landlord shall be and is hereby entirely freed and relieved of any and all liability and obligations contained in or derived from this Lease arising out of any act, occurrence or omission relating to the premises, building, project or Lease occurring after the consummation of such sale or transfer, providing the purchaser shall expressly assume all of the covenants and obligations of Landlord under this Lease. Tenant shall sign and return within 14 days any estoppel certificates submitted to him by Landlord, stating the condition of the Lease.

28. TAXES: (a) Tenant, if required to pay Fresno County Property Taxes, Tenant, after the Base Year of the Lease, shall pay it's proportionate share of the increase to real property taxes and general and special assessments levied and assessed against the building, other improvements, and land of which the premises are a part.

(b) Tenant, if required to pay taxes, assessments, license fees and other charges ("taxes"), Tenant, after the Base Year of the Lease, shall pay before delinquency all increases to taxes, assessments, license fees and other charges ("taxes") that are levied and assessed against Tenant's personal property installed or located in or on the premises and that become payable during the term of this Lease. On demand by landlord, Tenant shall furnish Landlord with satisfactory evidence of these payments.

28.1 FRESNO COUNTY PROPERTY TAX EXEMPTION: Tenant and Landlord will cooperate fully in every way necessary to obtain the Fresno County property tax exemption, as to Tenant's 501C3 Non-Profit exemption status. Tenant agrees to submit all completed and required Property Tax Exemption forms before February 15th of each year to the proper Governmental Agencies for approval each year. Landlord will be responsible for paying the taxes until an exemption has been granted, as long as Tenant has completed and submitted all Exemption Documents on a timely basis, and Tenant's Non-Profit Status is in good standing with all appropriate agencies

29. INSURANCE: The Tenant shall hold the Landlord harmless from any and all damages arising out of any injury or damage to any person or property occurring in, on or about the leased premises and the building in which the premises are located. The Landlord shall not be liable to the Tenant for any loss or damage to person or property caused by theft, fire, acts of nature, acts of a public enemy, riot, strike, insurrection, war, court order, requisition or order of

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governmental body or authority. The Landlord shall not be liable for any damages that result or are caused by repairs to the premises or alterations to the premises or to the parking area and common areas surrounding the leased premises. In addition, the Tenant shall ensure that the leased premises and the common areas surrounding the leased premises are clear from debris and obstruction and sufficiently lighted to avoid injury. The Tenant, at his cost, shall obtain and maintain policies of comprehensive liability insurance including bodily injury and property damage in an amount not less than **$2,000,000.00** for injury or death to persons and **$2,000,000.00** or property damage. Said insurance shall be in a form acceptable to the Landlord and shall include Landlord, his agents and property management company where applicable, as additional insureds on the policy. Landlord may place his own insurance for his protection if Tenant shall fail to provide proof that said insurance is in place. Any premiums for said insurance shall be reimbursed by Tenant within ten (10) days after demand has been made for same. The parties release each other, and their respective authorized representatives, from any claims for damage to any person or to the premises and the building or other improvements in which the premises are located that are caused by or result from risks insured against under any insurance policies carried by the parties hereto and in force at the time of any such damage.

The Tenant shall cause any insurance policy obtained to provide that the insurance company waives all right of recovery by way of subrogation against the Landlord in connection with any damage covered by any policy. Neither party shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by this Lease. This waiver will not include any rents or other charges owing to the Landlord that are not covered or insured against under any insurance policy required in this Lease.

Any insurance policy required under this Lease shall:

(a) Be issued as a primary policy;

(b) Contain an endorsement requiring thirty (30) days written notice from the insurance company to both parties and Landlord's lender before cancellation or change in the coverage, scope, or amount of any policy.

Each policy, or a certificate of the policy, together with evidence of payment of premiums, shall be deposited with the Landlord at the commencement and on renewal of the policy not less than thirty (30) days before expiration of the term of the policy.

Tenant shall carry plate glass insurance at the full insurable value on all exterior glass or be responsible for repair and/or replacement.

30. REPAIRS:

(A) LANDLORD OBLIGATIONS: Landlord agrees that he will keep the roof, unexposed plumbing, unexposed electrical, common areas, parking lot, perimeter fencing, driveways, walkways, and exterior walls of the building of which these premises are a part in good order, condition and repair and will repair and will maintain the sewer line from demised premises to the line of the property on which the demised premises are situated, in good order and repair, and maintain and repair any damage to said premises caused by termites, other insects, fungus or rot, but shall not be liable to Tenant for any damage occasioned by Landlord's failure to keep said premises in such repair unless Tenant has notified Landlord of such failure to repair and Landlord has failed to attempt to remedy such default, nor for any damage arising from any acts or neglect of co-tenants or other occupants of said building or the owners or occupants of any adjacent or contiguous property, and Tenant shall not be entitled to any rebate from Landlord therefore.

(B) TENANT OBLIGATIONS: Tenant promises, at his own cost, to keep said demised premises in good and substantial order and repair in all respects other than as provided in paragraph (A) hereof, including but not limited to, floors, doors, windows and other glazing, exposed plumbing, pest, electric fixtures, HVAC Unit semi-annual maintenance/filters* in, on or connected with and used for the benefit or service of the demised premises, and further agrees to replace and renew with like kind and quality, any and all of said things that become too worn to be repaired so that at all times said premises and appurtenances shall be in good order, condition and repair. *Landlord to be responsible for major repairs over $3,000.00 per incident.

(C) COMMON AREA - OPERATING COSTS: Tenant shall pay, as additional rent, Tenant's prorata share of the amount of the recurring building operating costs, including utilities, electricity, building supplies, normal maintenance, janitorial services, rubbish removal in which the demised premises are located. All operating expenses are due and payable during any free rent period in said lease. Tenant's prorata share shall be the number of rentable square feet in the herein described leased premises divided by the total number of rentable square feet in the building(s) in which the premises are located. The total number of rentable square feet in the building(s) may be increased and in that event the percentage will be adjusted. Landlord reserves the right to have the premises separately metered for utilities, to maintain a separate contract for janitorial services and to have the leased premises separately assessed for tax purposes.

Tenant shall pay to landlord, within ten (10) days after receipt of such statement, Tenant's prorata share of the cost incurred by landlord. Landlord shall have the right to assess a five percent (5%) annualized charge on amounts due if not paid within the time prescribed.

For administrative convenience, Landlord may adjust the period of computation of any such additional rent to his regular monthly expense cycle, or prorate expenses based upon a thirty (30) day month.

31. UTILITY CHARGES: Tenant covenants and agrees to pay all utility and municipal service charges levied, taxed or charged against said premises during the term of this Lease.

32. DESTRUCTION: If the leased premises shall be damaged by fire, the elements, unavoidable accident or other casualty, but are not thereby rendered untenantable in whole or in part, Landlord shall at his own expense cause such damage to be repaired.

If by reason of such occurrence, the premises shall be rendered untenantable only in part, Landlord shall at his own expense cause the damage to be repaired, and the fixed minimum rent meanwhile shall be abated proportionately as to the portion of the premises rendered untenantable.

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If the premises shall be rendered wholly untenantable by reason of such occurrence the Landlord shall at his own expense cause such damage to be repaired, and the fixed minimum rent meanwhile shall be abated in whole, except that Landlord shall have the right, to be exercised by notice in writing delivered to Tenant within sixty (60) days from and after said occurrence, to elect not to reconstruct the destroyed premises, and in such event this Lease and the tenancy hereby created shall cease as of the date of the said occurrence, the rent to be adjusted as of such date.

In the event that fifty percent (50%) or more of the rentable area of the premises shall be damaged or destroyed by fire or other cause, notwithstanding that the leased premises may be unaffected by such fire or other cause, Landlord shall have the right, to be exercised by notice in writing delivered to Tenant within sixty (60) days from and after said occurrence, to elect to cancel and terminate this Lease. Upon the giving of such notice to Tenant, the term of this Lease shall expire by lapse of time upon the third day after such notice is given, and Tenant shall vacate the leased premises and surrender the same to Landlord.

33. ESCALATIONS: After the Base Year of the Lease, Tenant shall pay, as additional rent, Tenant's pro rata share of any increase towards the operating costs of the building(s), in which the demised premises are located, exceed such expenses after the first full lease year following the commencement of this Lease. Building operating costs shall include, but are not limited to: water, sewer and garbage charges, gas, electricity and utility charges, parts, supplies and labor charges for maintenance of the building, its roof, attachments and common areas, plumbing, electrical, heating, cooling and air conditioning units, ducting, lighting, sweeping and security, gardening maintenance and supplies, janitorial services and supplies, property taxes and assessments on the building and common areas, building and public liability insurance premiums, and the management fee, if any, paid to a third party to oversee any or all of the building operations. Tenant's pro rata share shall be the number of rentable square feet under this Lease as a percent of the total rentable square feet in the building(s). Landlord reserves the right to have the premises separately metered for utilities, to maintain a separate contract for janitorial services and to have the leased premises separately assessed for tax purposes.

For administrative convenience, Landlord may adjust the period of computation of any such additional rent to its regular monthly expense cycle and will prorate expenses based upon a thirty (30) day month.

34. BINDING EFFECT: Under no circumstance will this Lease be binding upon the parties until it has been signed by both parties and signed copies delivered to both parties or their designated agents, and the prescribed payment set forth in paragraph 4 received by Landlord or Landlord's designated agent.

35. DISCLAIMER: This is a legal document. ROBERT ELLIS LEASING & INVESTMENT makes no representation or recommendation concerning legal effect, legal sufficiency, or tax consequences herein. Robert Ellis is a California Licensed Real Estate Broker.

36. INTEGRATED AGREEMENT; MODIFICATION: This Lease contains all the agreements of the parties and cannot be amended or modified except by a written agreement signed by the parties.

37. CASp DISCLOSURE: In accordance with the requirements of Civil Code Section 1938:

If a CASp inspection has been performed and there have been no modifications or alterations between the date of the inspection and the date of the lease which have impacted the Premises' compliance with construction-related accessibility standards, the Landlord must provide the prospective Tenant a copy of the CASp inspection report.

The prospective Tenant is required to agree that the contents of the report shall remain confidential, except as necessary for Tenant to disclose it to make repairs and corrections of violations contained in the report that the Tenant agrees to make.

However, the law now presumes that any repairs or modifications necessary to correct violations are the responsibility of the Landlord unless the Tenant agrees to take on that responsibility.

If the report is not provided at least forty-eight (48) hours before the lease is signed, the Tenant may have up to seventy-two (72) hours after the execution of the lease to rescind it. If a disability access inspection certificate has been issued, a copy of that should also be provided to the Tenant within seven days of the date of execution of the lease.

If the premises have not been issued a disability access inspection certificate, the lease must contain the following provision:

A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property Landlord or Lessor may not prohibit the Lessee or Tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the Lessee or Tenant, if requested by the Lessee or Tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs to correct violations of the construction-related accessibility standards within the premises.

The second floor of Building A has stair access only. The Tenant accepts premises as is except for the Tenant Improvements detailed within this lease. In the event any additional modifications or code enforcement work is required, Landlord shall pay for such costs and amortize over the 13th through 60th months of said lease, subject to both parties' approval of total cost.

38. ENERGY STAR: In accordance with AB 1103, Landlord hereby discloses that the energy usage for the Premises has not been placed on the Portfolio Manager (U.S. EPA).

ARBITRATION OF DISPUTES: In the event a claim or controversy arises out of this Lease Agreement between Landlord, Tenant, or Broker, all parties hereby agree that such claim or controversy shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration association, and not by court action except as provided by California Law for judicial review of arbitration awards. Judgment upon the award rendered by the

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arbitrator(s) may be entered in any court having jurisdiction thereof. In the event any arbitration proceeding or legal action to enforce an arbitration award is commenced, each party agrees to pay its own expenses and attorneys' fees incurred therein.

This arbitration provisions does not apply to unlawful detainer actions filed by Landlord (or any other proceeding for possession of the premises) for claims arising form Tenant's failure to pay any sums due under this Lease or for any other breaches of this Lease by Tenant.

Venue and jurisdiction for any such arbitration shall be in the city of Fresno, County of Fresno, California.

39. OPTION TO PURCHASE: Should Tenant be in good standing under said lease, Career Nexus and Fresno Unified School District shall have an Option of First Right of Refusal or to Purchase the Leased Premises during months 13-92 of the Lease Term, upon giving Landlord 180 day prior written notice, and shall pertain to entire site, which includes 3240 N. Millbrook and 3747 E. Shields, totaling approximately 41,019 SF of Buildings on approximately 2.67 Acres of Land. The Option to Purchase shall be based on Fair Market Value determined by Appraisal. Said Appraiser to reduce value by $220,000 in portion of appraisal that is based on said condition of said property.
In the event Tenant has exercised its Option to Extend, the Option to Purchase can be extended for an additional 12 months or 104 months from the original occupancy date.

40. OPTION TO RENEW: Option to Renew: Should Tenant be in good standing under this lease, Tenant shall have the Option to Renew its Lease for two (2), sixty (60) month terms with no less than Six (6) months prior written notice to Landlord.

The Base Rent during the option term shall be ninety-five percent (95%) of the then fair market rent (FMR), including a new base year and market terms and conditions for non-renewal tenants in comparable office and warehouse buildings.

41. TENANT IMPROVEMENTS: Tenant accepts said 3240 N. Millbrook-Buildings A & B, and 3747 E. Shields in its As Is Condition. Landlord is crediting Tenant $220,000 towards tenant improvements, payable as a rent credit per Paragraph 3.1 of said lease: $4,588.33/month for the first 48 Paid months of said lease.
Unless otherwise stated below, Tenant, as part of the Lease, shall provide the following improvements within the Leased Premises.

Building A:

- **Demo interior walls near reception area, as indicated on Exhibit A, that are non-load bearing.**
- **Replace carpet with mutually acceptable flooring material.**
- **Paint the interior Leased Premises with colors chosen by Tenant from samples provided by Landlord.**
- **Provide New LED replacement lighting within the Leased Premises.**
- **Sidelight windows are already in place and will remain.**
- **Provide all electrical, mechanical, plumbing in good working condition prior to occupancy.**
- **Tenant accepts premises as is except for the tenant improvements detailed within this proposal.**

Building B:

- **Remove metal floor throughout Building "B", if other floor work required, said cost to be amortized in addition to proposed rent.**
- **Demo non-load-bearing walls to create more open warehouse space for storage purposes, in accordance with Exhibit B.**
- **Clean the Leased Premises throughout.**
- **Provide LED replacement lighting, as needed, throughout the Premises.**
- **Provide all electrical, mechanical, plumbing in good working condition prior to occupancy, in the Lab and private offices/classroom areas are air conditioned. Storage warehouse shall have no air conditioning and plumbing.**
- **Tenant accepts premises as is, except for the Tenant Improvements detailed within this proposal.**
- **Add 3 toilets, and 3 urinals.**

All tenant improvements shall be completed by a licensed and insured contractor, with help from properly supervised student trainees.

42. **BROKERS:** Lessee has designated Colliers Tingey International/Scott Buchanan and Lessor has designated Robert Ellis Leasing/Robert Ellis as its broker ("Brokers") and both parties consent hereto. It is understood that Lessor shall pay a market commission equal to 5% of the total rent paid by Lessee during this Lease. Said commission shall be split 50/50 between the Brokers.

In the event Career Nexus or Fresno Unified School District purchases the subject building, Lessor/Seller shall pay a commission equal to 5% of the sales price to Brokers, less the remaining unamortized commission remaining on the Lease. Said commission shall be split on a 50/50 basis between the Brokers.

7502 North Colonial Avenue, #101 ▪ Fresno, CA 93711 ▪ (559) 228-8900
Web Site: www.reli1.com ▪ E-mail: rellis@reli1.com ▪ DRE License #00870649

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OF JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISIONS. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISIONS IS VOLUNTARY."

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION.

Landlord's Initials	Tenant's Initials
_____/_____	_____/_____
Broker's Initials	Broker's Initials
_____/_____	_____/_____

This Lease contains **42** paragraphs on **14** pages including **Exhibit A - Floor Plan** and constitutes the entire lease.

LANDLORD:

John S. Foggy

By: _____
John S. Foggy

Date: _____

Address: **c/o T.H. Properties**
5132 North Palm Avenue, PMB 355
Fresno, California 93704

Phone No.: **(559) 259-3754**

TENANT:

Career Nexus, a California Nonprofit
Corporation for Public Benefit

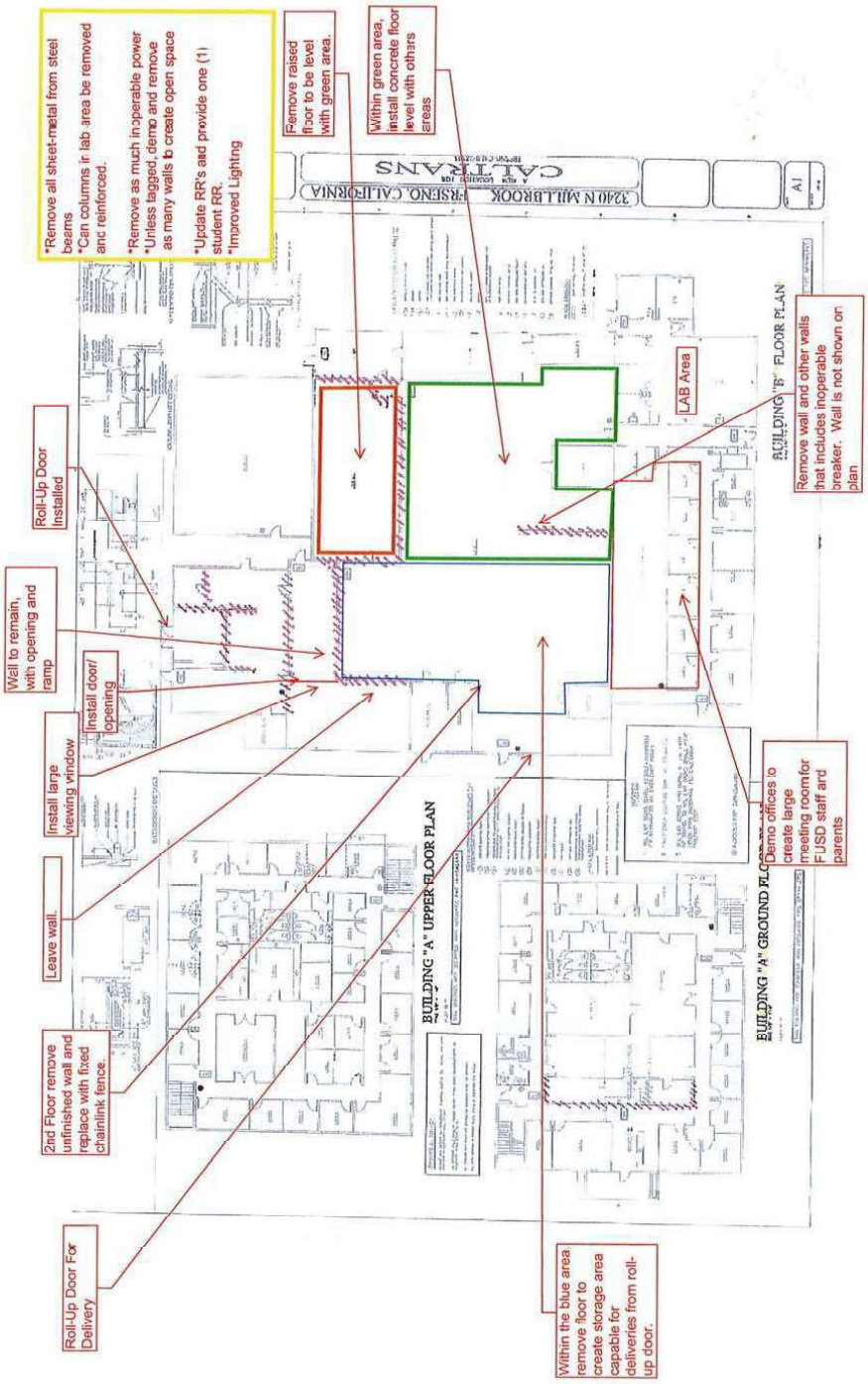
By: _____
Kurt Madden, CEO

Date: _____

Address: 700 N. Van Ness, Suite 103
Fresno, California 93621

Phone No.: **(559) 272-3880**

EXHIBIT A
FLOOR PLAN



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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(This form is required to be signed on all transactions beginning January 1, 2015 pursuant to California law SB1171)

Please note that the terms "Seller" and "Buyer" are defined by the CA Civil Code to include a lessor and lessee, respectively.

If you are a Listing Agent - you must deliver the form to the seller/lessor before entering into the listing agreement. If the buyer/lessee is not represented by an agent, you must also deliver the form to it within one business day after receiving an offer from the buyer/lessee.

If you are the Buyer's Agent - you must deliver the form to the buyer/lessee as soon as the buyer/lessee seeks your services, but in any event before the buyer/lessee signs an offer. In addition, you must also deliver the form to the seller/lessor before or concurrently with presenting an offer.

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller.
To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer.
To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on the reverse hereof. Read it carefully.

Agent: Robert Ellis Leasing & Investment, Inc.

By:_____
Robert E. Ellis DRE #00870649

Date:_____

Tenant: Career Nexus, a California Nonprofit Corporation for Public Benefit

By:_____
Kurt Madden, CEO

Date:_____

Agent: Scott Buchanan – Colliers International

By:_____
Scott Buchanan – BRE#1389446

Date:_____

Landlord: John S. Foggy

By:_____
John S. Foggy

Date:_____

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2079.13 As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained.

(b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions.

(c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee.

(d) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction.

(e) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer.

(f) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation.

(g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent.

(h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property.

(i) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent which becomes the contract for the sale of the real property upon acceptance by the seller.

(j) "Real property" means any estate specified by subdivision (1)or (2) of Section 761 in property which constitutes or is improved with one to four dwelling units, any leasehold in this type of property exceeding one year's duration, and mobile homes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code.

(k) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase.

(l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration.

(m) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor.

(n) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller.

(o) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14. Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgment of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows:

(a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement.

(b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision.

(c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgment of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgment of receipt is required.

(d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.17.

(a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively.

(b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.

(c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

SAMPLE ONLY – DO NOT FILL OUT

_____is the Listing agent of (check one): ( ) the seller exclusively; or ( ) both the buyer and seller.

_____is the Selling agent, *if not the same as the Listing Agent*, of (check one): ( ) the buyer exclusively; or ( ) the seller exclusively; or ( ) both the buyer and seller.

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18. No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19. The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20. Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21. A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22. Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23. A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24. Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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REPRESENTATION CONFIRMATION

(This form is required to be signed on all transactions beginning January 1, 2015 pursuant to California law SB1171)

Please note that the terms "Seller" and "Buyer" are defined by the CA Civil Code to include a lessor and lessee, respectively.

This form must be delivered before or concurrently with the signing of the purchase and sale contract or lease. In lieu of this form, such confirmation may also be set forth in the purchase and sale contract or lease.

Date:	**March 14, 2024**
Landlord:	**John S. Foggy**
Tenant:	**Career Nexus, a California Nonprofit Corporation for Public Benefit**
Street Address, City, State:	**3240 North Millbrook, Building A & B, Fresno, CA 93726**

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction

Robert Ellis Leasing & Investment, Inc. is the Agent of **(check one)**
Name of Listing Agent (Brokerage Firm)

the Landlord exclusively.

Scott Buchanan – Colliers International is the Agent of **(check one)**
Name of Selling Agent/Procuring Broker (Brokerage Firm)

the Tenant exclusively.

Landlord:	**Tenant:**
John S. Foggy	**Career Nexus, a California Nonprofit Corporation For Public Benefit**
By:_____	By:_____
Print Name: **John S. Foggy**	Print Name: Kurt Madden, CEO

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Web Site: www.reli1.com ▪ E-mail: rellis@reli1.com ▪ DRE License #00870649

Career Nexus

Final Audit Report 2024-06-21

Created:	2024-06-21
By:	Florencia Ventura Rodriguez (florencia.venturarodriguez@fresnounified.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAdDioomd9rloc5xl0UXd_mYeO-yk5tk3U

"Career Nexus" History

Document created by Florencia Ventura Rodriguez (florencia.venturarodriguez@fresnounified.org)
2024-06-21 - 6:39:12 PM GMT- IP address: 206.78.213.83

Document emailed to Patrick Jensen (patrick.jensen@fresnounified.org) for signature
2024-06-21 - 6:41:37 PM GMT

Document e-signed by Patrick Jensen (patrick.jensen@fresnounified.org)
Signature Date: 2024-06-21 - 8:32:23 PM GMT - Time Source: server- IP address: 206.78.213.148

Agreement completed.
2024-06-21 - 8:32:23 PM GMT

TOTAL CONTRACT COST BREAKDOWN – Year 2

Annualized Cost (Lease/Additional Monthly)	Tenant Improvements	Total Contract
$617,660.04	$232,339.96	$850,000.00

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: June 18, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Agreement with DoubleTree by Hilton

ITEM DESCRIPTION: Included for Board consideration and approval is an agreement with DoubleTree by Hilton to host the Nutrition Services Mandatory All Staff Meeting for the 2025/26 school year. The agreement covers facility usage, audio-visual services, staging, staff meals, housekeeping, parking, seating, and temperature-controlled environment. Expenses for the DoubleTree by Hilton are estimated at $31,319.

FINANCIAL SUMMARY: Sufficient funds in the estimated amount of $31,319 are available in the Cafeteria Fund budget.

PREPARED BY: Amanda Harvey

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: 261074

Federal Funding Will Not Be Used

Double Tree Inn By Hilton	***2233 Ventura St , Fresno, Ca, 93721***
Vendor Name	***Address***
559/441-2935	**Amy Glover/Director Catering**
Phone Number	***Vendor Contact***
Term (Duration) From: 8/7/2025	**Through: 8/7/2025**
FUSD Contract Administrator: Amanda.Harvey@fresnounified.org	**Nutrition Services**
Name	***Site/Dept***

Budget (Fund-Unit-Dept.-Activity-Function-Object) **130 5310 1910 5899 0000 3700**

Contract Amount: $31,319.06 **Estimated**

Scope of Work Summary: *All* Nutrition *Services Staff - Mandatory Start Of School Workshop. 450 Staff Members. August 7, 2025. Breakfast And Lunch Provided. Professional And Continued Learning.*

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:** Amanda Harvey

2) Reviewed & approved by **Cabinet Level:** Paul Idsvoog

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

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

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

Routing:BOE Board Date(if applicable): 6/18/2025

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*
With a team of over 400 employees and continuously evolving state regulations concerning K-12 food services, we utilize our in-person staff training event to ensure compliance with new regulations, conduct all necessary staff training at the start of the school year, and effectively communicate important information.	Having these resources in place will establish a solid foundation for staff to be adequately prepared for the upcoming school year.	We will review the mandated procedures for meal claiming, discuss the Fresh Fruit and Vegetable grant, examine state-mandated meal pattern guidelines, and cover topics such as consumable quality control, inventory management, emergency procedures to maintain food safety during power outages, and additional relevant subjects to support our kitchens in providing fresh and safe meals for our students.	*This in-service day is designated for all nutrition staff members, including those at the site and departmental levels.*	We anticipate engaging staff participation in the training sessions, fostering an open forum for discussing various topics related to staff needs, and providing an opportunity to clarify any remaining questions regarding federal-level process changes.	Our goal is to support staff in enhancing their communication skills, deepen their understanding of, and engagement with, the programs offered to students, and promote a sense of community within the department. Additionally, we aim to maintain open and transparent communication between staff and administration to strengthen our programs both internally and externally.	Our goal is to enhance staff understanding of the programs offered to students, thereby increasing student participation in meals.

DOUBLETREE
BY HILTON
FRESNO CONVENTION CENTER

CATERING CONTRACT

DoubleTree by Hilton
Fresno Convention Center
2233 Cesar Chavez Blvd. Fresno, CA. 93721
Phone: 559-268-1000 Fax: 559-441-2952
http://fresnoconventioncenter.doubletree.com

Today's Date: April 14, 2025
Amy Glover
Director of Sales & Catering
Direct Phone: 559-441-2930
Email: amy.glover@hilton.com

GROUP INFORMATION

ACCOUNT:	**Fresno Unified School District**
POST AS:	**Nutrition Services: Start of School Workshop**
CONTACT:	**Fernando Villanueva**
TITLE:	**Department Office Manager**
ADDRESS:	**2309 Tulare Street** **Fresno, CA, 93721**
TELEPHONE:	**(559) 457-6257**
EMAIL:	**fernando.villaneuva@fresnounified.org**

EVENT AGENDA

Date	Time	Event Class	Room	Setup	Agr	Room Rental
Thu, 08/07/25	6:00 AM - 7:00 AM	Setup	Salon B,C,D	Round Tables of 10	10	See below
Thu, 08/07/25	7:00 AM - 4:00 PM	Meeting	Salon B,C,D	Round Tables of 10	450	Waived with the purchase of $8,500.00 in food and beverage prior to service charge and sales tax. If less than $8,500.00, the difference will be applied as a room rental.
Thu, 08/07/25	7:30 AM - 9:00 AM	Breakfast	Salon B,C,D	Round Tables of 10	450	See above
Thu, 08/07/25	11:30 AM - 1:00 PM	Lunch	Salon B,C,D	Round Tables of 10	450	See above

++ indicates plus service charge and sales tax.

*****ALL ROOMS SUBJECT TO CHANGE*****

PAYMENT METHOD

Method of Payment: *Purchase Order. NOTE: We will need a copy prior to arrival*

DEPOSIT AMOUNT:
DEPOSIT DUE:

****All Deposits are Non-refundable***

ADDITIONAL INFORMATION

TERMS AND CONDITIONS

CONDUCT OF FUNCTION

- Patron agrees that the function will be conducted in an orderly manner and in full compliance with all applicable laws and Hotel rules. The patron hereby agrees to indemnify and hold harmless the Hotel against any and all claims for personal injury, property damages and losses arising out of the patron or guest's negligence.

- The specific location of your meeting room may be confirmed 24 hours prior to event. The Hotel reserves the right to change the location of your meeting room up to 24 hours prior to the event.

DAMAGES:

- The group is responsible for all charges should there be any damage to either the public space and/or meeting space and equipment. Client will be notified should any damage occur.

FOOD & BEVERAGE SERVICE

- Final guarantee must be given 72 hours prior to the event or the last known number will be used as the guarantee, client will be billed for final guarantee or actual number of people served whichever is greater.
- The hotel is prepared to provide 5% over the guarantee not to exceed 25 meals.
- No Food or Beverage, except cake, wine, champagne or ethnic hors d' oeuvres (limited to three 50 piece trays – 150 total pieces) may be brought into the Hotel. Ethnic hors d' oeuvres must be an item the hotel cannot provide and must be preapproved prior to the event date. For each tray that is provided by the client, the client must purchase a hors d' oeuvres tray from the hotel.
- Should any guest be found to have alcohol in his her possession or consumed by minors, the Management reserves the right to close the bar immediately and/or to terminate the function at the patron expense.
- **No food or liquor furnished by the hotel may be taken off the premises.**

SIGNING OF BANQUET TICKETS

- The Hotel requires signatures on all banquet tickets the day of the function. Any discrepancy in the billing must be resolved at this time.

PARKING

- Registered overnight hotel guests will receive complimentary parking.
- Non overnight hotel guests will be directed to the hotel parking garage where the current charge is $10.00 per vehicle. This is a cash only garage.
- The client can cover parking costs for their guests – please ask your Sales Representative.

MEAL FUNCTIONS

- All menus must be received three (3) weeks prior to function date.
- When a maximum of two (2) selections are chosen, both will be charged at the higher price.

CANCELLATION POLICY

- If event is cancelled once contract has been signed and before (60) days prior to event, 100% of total published meeting room rental will be charged. If cancelled within (60) days, 75% of the estimated food and beverage charges plus 100% of the published meeting room rental will be billed.

PRICE INCREASES

- Prices quoted are subject to reasonable increases to meet increased cost of goods, supplies and operating expenses. The patron agrees to pay for such increases. As an alternative, the Hotel may, at its sole discretion, make reasonable menu substitutions and patron agrees to accept such substitutions in lieu of increased prices. Prices for all meal functions will be guaranteed by Hotel 90 days prior to the function.

SERVICE AND CHARGES

- Any room set up changes made the day of event will result in a $25.00 charge per man hour to be charged at the hotels discretion.
- On all sales, a 23.0% service charge and all applicable City of Fresno and State of California sales taxes will be added. We reserve the right to charge a service fee for any extraordinary room requirements.

AUDIO VISUAL EQUIPMENT

- The hotel can provide any audio visual equipment for your function needs. A price list is available from your Catering Representative. Guests are allowed to bring in own audio visual equipment
- The hotel is not responsible for the working condition of any audio visual equipment not provided by the DoubleTree by Hilton Fresno Convention Center.

TERMS OF PAYMENT

- Purchase orders and special situations must be approved through the accounting office ten working days prior to the scheduled event. In the event it becomes necessary for the Hotel to consult an attorney or institute action or proceedings related to the collection of any sum, the Hotel shall be entitled to any reasonable attorney's fees and costs incurred. The Hotel must receive billing applications at least one month prior to the event for processing.

DOUBLETREE
BY HILTON

DISPLAYS, DECORATIONS & ENTERTAINMENT

- All displays, posters, banners, etc. shall not be displayed without prior approval of the Hotel.
- Tape, Staples and/or Adhesive Materials may not be used on walls and any damage resulting from displays will be the Patron's responsibility.
- Glitter, Confetti, Open Flames, Rose Petals or Bubbles may not be used at any time. Any damage resulting from these items will be the patron's responsibility.
- Patron agrees to be responsible for any damage done to the premises during the period of time they are under Patron's control or the control of any independent contractor hired by Patron.
- **Hotel assumes no liability for items left unattended before, during or after conclusion of the function. Initial Fields:**

Thank you for agreeing to entertain at the DoubleTree by Hilton Fresno Convention Center and serving our guests. We must advise you of potential issues associated with entertainment provided at our facility. In the past, we have received periodic notifications by certain entertainment licensing organizations attempting enforcement of licensing fees associated with playing live music which is copyrighted. Please be advised that we do not provide or take responsibility for any licensing. Like all our contracted entertainment service providers where such licensing fees are required, we expect you to work within copyright law and handle all such fees.

Please review, sign and return contract by: 4/28/25

Approved and authorized by Client:

Name: Amanda Harvey

Title: Director

Signature:

Date: 4/23/2025

Approved and authorized by Hotel:

Name: Amy Glover

Title: Director of Sales & Catering

Signature:

Date: 5/9/25

Fresno Unified School District

Patrick Jensen, Chief Financial Officer

Date

Approved As To Form:

Stacey Sandoval, Executive Director Risk Management

May 29, 2025

Date

DoubleTree by Hilton Fresno

2233 Ventura Street
Fresno, CA 93721
Phone: 559-268-1000 Fax: 559-441-2952

Catering Estimate

Fresno Unified Nutrition Services

Event is 8/7/25

DATE	03/25/25
ROOM	Salon BCD
SCR	Amy Glover

Amount	Description	Cost Inclusive	Cost	Total	Code
	Day 1				
450	Deluxe Continenential Breakfast		$21.95	$9,877.50	
450	Plated Sandwich entreet		$20.50	$9,225.00	
			Sub Total	$19,102.50	
			Service Charge	$4,393.58	
			Sales Tax	$1,961.92	
			Subtotal	$25,458.00	
2	10x10 Screens		$100.00	$200.00	
2	AV Carts		$45.00	$90.00	
2	LCD Projectors		$350.00	$700.00	
1	HMDI Splitter box		$150.00	$150.00	
4	Wireless Micophones		$130.00	$520.00	
1	Mixer		$75.00	$75.00	
1	8x12 Riser		$75.00	$75.00	
			Sub Total	$1,810.00	
			Service Charge	$416.30	
			Sales Tax	$34.76	
			Subtotal	$2,261.06	

Sub Total	$20,912.50	
Service Charge	$4,809.88	750
Sales Tax	$1,996.68	702
Parking Tally 450x8.00 per car	$3,600.00	
Balance	$31,319.06	

The above is based on the information that was provided.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: June 18, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Agreement with Exceptional Parents Unlimited

ITEM DESCRIPTION: Included in the Board material is an agreement with Exceptional Parents Unlimited. Exceptional Parents Unlimited will receive funding from the Fresno Unified Early Learning Department through the Inclusive Early Education Expansion Program Grant. Funding will support the installation of two accessible restroom facilities, adaptive material, and equipment upgrades for both indoor and outdoor learning spaces. The funding will include safety modifications for the outdoor play areas to maximize movement, exploration, and learning for young children with disabilities, including those with severe disabilities. Exceptional Parents Unlimited is a core partner to the Early Learning Department in its Inclusive Early Education Expansion Program.

FINANCIAL SUMMARY: Sufficient funds in the amount of $173,200 are available in the Inclusive Early Education Expansion Grant 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 (Jun 1, 2025 22:44 PDT)

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

Fresno Unified School District
PURCHASING

Contract Routing Form

Completed Independent Contract Agreement Attached

Contract Number: 257286

Federal Funding Will Not Be Used

Exceptional Parents Unlimited Inc	***4440 N First St , Fresno, Ca, 93726***
Vendor Name	***Address***
559-229-2000	**Lowell Ens**
Phone Number	***Vendor Contact***
Term (Duration) From: 6/23/2025	**Through: 4/30/2027**
FUSD Contract Administrator: Maria.CeballosTapia@fresnounified.org	**Preschool Office**
Name	***Site/Dept***
Budget (Fund-Unit-Dept.-Activity-Function-Object)	**120 6128 0765 5110 0001 1000**
Contract Amount: $173,200.00	**Authorized as Not to Exceed**

Scope of Work Summary: *Exceptional* Parents *Unlimited Will Receive Funding From The Fresno Unified Early Learning Department Through The Inclusive Early Education Expansion Program Grant To Increase Participation And Maximize Movement, Exploration, And Learning For Children With Disabilities, Including Those With Severe Disabilities.*
FUSD contract administrator acknowledges all individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein. Yes

Routing Order:

1) Reviewed & approved by **Department:**

Maria Ceballos Tapia

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

Marie E Williams

Carlos Castillo

3) Vendor

Suzanne Ellis, CFO for
Suzanne Ellis, CFO for (Jun 11, 2025 09:12 PDT)

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

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

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

Routing:BOE Board Date(if applicable): 6/18/2025

Procurement Detail |

Independent Contractor Services Agreement

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

GENERAL INFORMATION Contract Number: *257286* Funding: *Federal Funding Will Not Be Used*

School/Department Budget:	**120 6128 0765 5110 0001 1000**
Contractor's Vendor Name:	***Exceptional Parents Unlimited Inc***
Contractor's Contact Person:	**Lowell Ens**
Contractor's Title:	***President/Ceo***
Contractor's Telephone Number:	**559-229-2000**
Contractor's E-mail:	***Lens@Epuchildren.Org***
Contractor's Address:	***4440 N First St , Fresno, Ca, 93726***

This Independent Contractor Services Agreement is made and entered into effective 6/23/2025 (the "Effective Date") by Fresno Unified School District("District") and ***Exceptional Parents Unlimited Inc*** ("Contractor").

I. Contractor Services. Contractor agrees to provide

a.) OBJECTIVE: Exceptional Parents Unlimited will utilize funding from the Fresno Unified Early Learning Department through the Inclusive Early Education Expansion Program Grant. The project will focus on professional development and the installation of two accessible restroom facilities, adaptive materials and equipment upgrades for both indoor and outdoor learning spaces, and safety modifications for the outdoor play areas to support the participation of children with disabilities, including those with severe disabilities.

b.) REQUIREMENTS: All work must comply with state and federal regulations regarding accessibility, including the Americans with Disabilities Act (ADA) and California Department of Education (CDE) guidelines. Additionally, all purchases must align with the objectives outlined in the Inclusive Early Education Expansion Program Grant.

c.) SPECIFIC TASKS: Procurement of adaptive equipment and materials to enhance accessibility of the indoor and outdoor environments, installation of two accessible restroom and storage facilities, coordination with district officials to ensure compliance with grant objectives.

d.) DELIVERABLES AND DELIVERY SCHEDULE: Progress reports detailing purchases and implementation, equipment and materials must be procured and installed per the agreed timeline, final project completion report verifying successful installation and functionality of adaptive equipment, payment will be issued in the amount outlined in the contract.

e.) NOTICE REGARDING LATE DELIVERY: In the event of a delay, the contractor must submit a written request for an adjusted timeline at least 14 days before the original deadline. Failure to deliver within the revised timeframe may result in penalties or contract termination.

f.) PERSONNEL/KEY PERSONNEL: The project team must include personnel specialized in inclusive early education and adaptive equipment installation. Background checks and fingerprinting are required for individuals working directly within the child development center.

g.) GENERAL ACCEPTANCE CRITERIA: All work must meet high-quality early childhood education and care standards, ensuring equipment and instructional materials are functional, durable, and aligned with best practices in inclusive education of young children.

h.) LOCATION/HOURS OF WORK: Work will be conducted at Exceptional Parents Unlimited , with specific hours coordinated with the facility to minimize disruption.

II. Academic Return on Investment

Situation	***Inputs***	***Outputs***		***Outcomes*** *(Must be measurable)*		
Problem and Need	***Investments*** *(e.g., equipment, funds, product, services, staff)*	***Activities*** *What we do*	***Participants*** *Who we reach*	***Short-term*** *(Learning)* *Expect to see*	***Mid-term*** *(Change in Behavior or Performance)* *Want to see*	***Long-term*** *(Change in Condition)* *Hope to see*
The need to enhance accessibility for children with disabilities, including severe disabilities, at Exceptional Parents Unlimited (EPU).	Funding from the Inclusive Early Education Expansion Program Grant, adaptive equipment, instructional materials, personnel with expertise in inclusive education, and compliance with ADA and CDE regulations.	Procurement, acquisition, installation, & coordination of accessibility improvements.	Participants include children with and without disabilities who enrolled in EPU programming, EPU early childhood educators, and district officials.	By January 2026, EPU will develop a detailed renovation and adaptive equipment plan for classrooms, as measured by the completion and documentation of the plan in the grant reporting.	By January 2027, 100% of staff will have improved knowledge and access to the right adaptive equipment to support children with disabilities, as demonstrated by classroom observations and equipment inventories	By April 2027, students with disabilities will have full access to educational experiences that support their needs, as measured by improved outcomes on the Desired Results Developmental Profile (DRDP).

III. STANDARD TERMS AND CONDITIONS

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

2. Term. This Agreement shall begin on 6/23/2025, and shall terminate on 4/30/2027. There shall be no extension of the term of the Agreement without express written consent from all Parties.

3. Payment. District agrees to pay Contractor at following rate of $0.00 per n/a, not to exceed $173,200.00. Checks will be made payable to . ***Exceptional Parents Unlimited Inc***. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

4. Incidental Expenses. **No** (If Yes, see a-f)
   a. Lodging $0.00 Actual cost. Not to exceed IRS Travel per diem limits**Receipt Required.*
   b. Meals $0.00 Reimbursement limited to actual cost up to IRS M&IE per diem rates for: Breakfast, Lunch, and Dinner **Receipt Required.*
   c. Travel $0.00 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
   d. Supplies $0.00 As negotiated with school/department contracting for service.
   e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): $173,200.00
   f. Other $0.00

	Yes	No
5. Employment. Contractor must certify by acknowledgment they are **NOT** a current FUSD employee *(including supplemental/non-perm)* ***(must mark Yes to confirm**. If employment relationship exists contact purchasing.)*	◉	○
6. Contractor is a CalPERS or CalSTRS retiree?	○	◉
7. California Residency. Contractor is exempt from nonresident withholding in California	◉	○

8. Report Fraud, Waste and Abuse. By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form by visiting the Report Fraud, Waste, or Abuse link at the bottom of www.fresnounified.org, or navigating direct to https://ppc.cpa/fresno-unified-fraud-alert-form . The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.

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

   Contractor's initials SE SE _____

10. Anti-discrimination. Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the District's Chief Compliance and Title IX Officer David Chavez, by phone at 559-457-3500, by email at David.Chavez@fresnounified.org, or in person at 2309 Tulare Street Fresno, CA 93721.

11. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice. In the event of early termination, Contractor shall be paid for satisfactory work performed to the date of termination. The District may then proceed with the work in any manner the District deems proper.

Notwithstanding the expiration or termination of this Agreement for any reason (a) any provision of this Agreement that imposes or contemplates continuing obligations on a Party shall survive the expiration or termination of this Agreement, including without limitation, the rights and duties under Paragraphs 12, 13, 15,and 17; and (b) all undisputed fees due and payable hereunder through the termination date in accordance with Paragraphs 3 and 4.

12. Confidential Information

a. For the purposes of this Agreement "Confidential Information" includes any written or oral information or data, disclosed by either Party to the other, which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, administration, plan design, benefits or contractual affairs of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.

b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a "need to know," and who are themselves bound by similar nondisclosure restrictions (collectively, "Representatives"). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the District in writing within three (3) business days of becoming aware of such confirmed disclosure. 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. 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 Agreement.

c. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information.

d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:

i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;

ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the District an opportunity to seek appropriate protection; and

iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.

e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the District. By granting access to Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any Confidential Information. After its review of the Confidential Information Contractor will return to the District all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the District's

permission destroy the Confidential Information and certify in writing that it has been destroyed.

13. Injunctive Relief. Each Party acknowledges that a breach or threatened breach of this Agreement may cause immediate and irreparable harm to the District and that, to protect against such harm, the District may seek from a court of competent jurisdiction the issuance of a restraining order or injunction to prohibit any threatened disclosure or misuse of the District's Confidential Information. Such an action for a restraining order or injunction is in addition to and does not limit all other remedies provided by law or in equity or by Agreement between the Parties.

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

    a. The Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnities, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnities, notwithstanding whether liability is, can be or has yet been established.
    b. The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnities, in any such suit, action or other legal proceeding. The Contractor shall reimburse Indemnities, and each of them, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
    c. Acceptance of insurance certificates and endorsements required under the contract does not relieve the Contractor from liability under this indemnification and hold harmless clause. The requirements of this Section (Indemnification and Hold Harmless) shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

15. Insurance. Without limiting "Contractor" indemnification, it is agreed that "Contractor" shall secure and maintain in force during the term of this Agreement a **Commercial General Liability** policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than two million ($2,000,000) dollars per occurrence, four million ($4,000,000) annual aggregate limit.
    a. **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.
    b. **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.
    c. 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.

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

16. Independent Contractor Status. While engaged in carrying out the terms and conditions of the Agreement, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

17. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.

18. Fingerprinting Requirements. Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees, who may have unsupervised contact outside of the immediate supervision and control, of the pupil's parent or guardian or a school employee, with the District's pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor and its consultants, prior to any of the Contractor 's employees, or those of any other consultants, coming into contact with the District's pupils submit through the DISTRICT fingerprints to the Department of Justice (DOJ) for the monitoring and supervision of employee(s) and/or affiliated constituents. Contractor will not begin work on the Project site until obtaining a DOJ cleared status through the DISTRICT. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant certifies Consultants certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1.

Fingerprinting required per this contract: Yes

"Fingerprinting Requirements," is expressly understood and agreed to by the Parties hereto:

Contractor's initials SE SE District's initials SS

19. Taxes. Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. District will not withhold FICA (Social Security), state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor is independently responsible for the payment of all applicable taxes.

20. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.

21. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.

22. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

23. Waiver and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and

the terms and conditions hereof may be waived, only by a written instrument signed by the Parties or, in the case of a waiver, by the Party waiving compliance. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

24. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior Court in Fresno, California.

25. Attorney's Fees. The non-prevailing party in any dispute under this Agreement shall pay all reasonable costs and expenses, including expert witness fees and attorney's fees, incurred by the prevailing Party in resolving such dispute.

26. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company or to an officer of the corporation for whom it was intended, or if delivered to or sent by registered or certified mail to the last business address known to the person who gives the notice.

District:

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

c: Risk Management
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

Contractor: ***Exceptional Parents Unlimited Inc***

Name: **Lowell Ens**

Address: ***4440 N First St , Fresno, Ca, 93726***

27. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements applicable for the performance of its duties under this agreement and that failure to do shall constitute material breach.

28. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the terms agreed upon by the Parties with respect to its subject matter. It supersedes all prior or contemporaneous agreements, understandings, or representations, whether oral or written. No evidence of prior or contemporaneous oral agreements or consistent additional terms may be used to contradict, explain, or supplement the terms of this Agreement.

29. Construction. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.

30. Execution of Other Documents. The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

31. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

32. Board Approval. For contracts in excess of **$15,000.00**, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.

IV. VENDOR REQUESTED SPECIAL TERMS AND CONDITIONS (if applicable). In the event of any conflict or inconsistency between these special terms and conditions and the section III Terms and Conditions, the special terms and conditions shall prevail. District's initials SS

/dataset/V_33_SpecialTanC

The complete Agreement includes and incorporates by reference herein all of the "Contract Documents" which includes: all terms and conditions of this Agreement, Academic Return on Investment Exhibit, provisions of required forms, any appendix, schedules, or attachments, and all modifications, and amendments.

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

DISTRICT

Fresno Unified School District

Patrick Jensen, Chief Financial Officer

Date

CONTRACTOR

Exceptional Parents Unlimited Inc

Suzanne Ellis, CFO for
Suzanne Ellis, CFO for (Jun 11, 2025 09:12 PDT)

Name: **Lowell Ens** , ***Title: President/Ceo***

Jun 11, 2025

Date

Approved As To Form:

Stacey Sandoval, Executive Director Risk Management

Jun 11, 2025

Date

Contract: 257286 EXCEPTIONAL PARENTS UNLIMITED INC

FUSD Contract Administrator: Maria.CeballosTapia@fresnounified.org

Attachments

Fresno Unified School District
PURCHASING
4498 N. Brawley
Fresno, CA 93722
559-457-3588

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: June 18, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Agreement and Memorandum of Understanding with Fort Valley State University

ITEM DESCRIPTION: Included in the Board material is an Agreement and Memorandum of Understanding (MOU) between Fresno Unified School District (FUSD) and Fort Valley State University (FVSU), a public Historically Black College and University (HBCU) located in Georgia. This partnership supports the HBCU Step Up initiative and reinforces the district's commitment to expanding access to higher education.

The MOU establishes a formal partnership from August 04, 2025, through June 30, 2027. Through this agreement, HBCU Step Up students will participate in dual enrollment courses during their junior and senior years, with the opportunity to earn up to 43 high school credits and 13 transferable college units.

FINANCIAL SUMMARY: Sufficient funds in the amount of $24,226 are available in the General Funds budget.

PREPARED BY: Marie Williams, Ed.D., Instructional Superintendent

DIVISION: Instructional Division

CABINET APPROVAL PHONE: (559) 457-3750

CABINET APPROVAL: Interim Chief Academic Officer, Carlos Castillo, Ed.D. Carlos Castillo (Jun 9, 2025 12:28 PDT)

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

Fresno Unified School District
PURCHASING

Contract Routing Form

Completed Independent Contract Agreement Attached

Contract Number: 263726

Federal Funding Will Not Be Used

Fort Valley State University	***1005 State University Drive , Fort Valley, Ga, 31030***
Vendor Name	***Address***
4788256425	**Dr. Paul Jones**
Phone Number	***Vendor Contact***
Term (Duration) From: 8/4/2025	**Through: 6/30/2027**
FUSD Contract Administrator: Nancy.Witrado@fresnounified.org	**College Readiness**
Name	***Site/Dept***
Budget (Fund-Unit-Dept.-Activity-Function-Object)	**030 0157 0706 1110 3800 1000**
Contract Amount: $41,634.00	**Estimated**

Scope of Work Summary: *Step* Up *Program Tuition And Instruction For Cohort Iv Expansion.*
FUSD contract administrator acknowledges all individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein. Yes

Routing Order:

1) Reviewed & approved by **Department:** Nancy Witrado

2) Reviewed & approved by **Cabinet Level:** Marie Williams

Carlos Castillo

3) Vendor Paul Jones

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): 6/18/2025

Independent Contractor Services Agreement

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

GENERAL INFORMATION Contract Number: *263726* Funding: *Federal Funding Will Not Be Used*

School/Department Budget:	**030 0157 0706 1110 3800 1000**
Contractor's Vendor Name:	***Fort Valley State University***
Contractor's Contact Person:	**Dr. Paul Jones**
Contractor's Title:	***President Of Fort Valley State University***
Contractor's Telephone Number:	**4788256425**
Contractor's E-mail:	***Jonesp@Fvsu.Edu***
Contractor's Address:	***1005 State University Drive , Fort Valley, Ga, 31030***

This Independent Contractor Services Agreement is made and entered into effective 8/4/2025 (the "Effective Date") by Fresno Unified School District ("District") and ***Fort Valley State University*** ("Contractor").

I. Contractor Services. Contractor agrees to provide

a.) OBJECTIVE: Facilitate the transition of cohort IV Step up students. Estimated 70 HBCU Step Up Program students at Sunnyside and Mclane 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: Fort Valley State university 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: Fort Valley State University will provide students with guidance and support to meet the criteria to enroll in dual credits at Fort Valley State University. Dual credit courses are transferable if students attend California State Colleges within California after high school graduation or Fort Valley State University.

d.) DELIVERABLES AND DELIVERY SCHEDULE: Please see attached MOU.

e.) NOTICE REGARDING LATE DELIVERY: Fort Valley State University will Invoice Fresno unified School District for Services

and Tuition at the end of each Semester.

f.) PERSONNEL/ KEY PERSONNEL: Fort Valley State University/ 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 and other students of color to Historically Black College and Universities. Currently there are only 5% of AA students graduating with Dual Enrollment Credits.	Collegiate Courses through Fort Valley State University 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. through live instruction online.	Estimated 70 HBCU Step Up Program students at Mclane and Sunnyside.	There will be yearly recruitment of 140 students to participate in the Step-Up Dual enrollment program with Fort Valley State University. Students exposed to historically black colleges and universities HBCU). Students earn both high school and college credit during Junior and Senior year.	Retention of 100% of all 70 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. Ensuring students are meeting CCI measure by completing two semesters of College Credit Courses.	Increase number of students from 70 to 140 by exploring additional cohorts of the program at comprehensive sites without a current Step-Up program. Increase FUSD Students exposure to HBCU campuses with preparation for college. Increase college units to support college graduation attainment.

III. STANDARD TERMS AND CONDITIONS

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

2. Term. This Agreement shall begin on 8/4/2025, and shall terminate on 6/30/2027. There shall be no extension of the term of the Agreement without express written consent from all Parties.

3. Payment. District agrees to pay Contractor at following rate of $36,634.00 per year, not to exceed $36,634.00. Checks will be made payable to . ***Fort Valley State University***. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

4. Incidental Expenses. **Yes** (If Yes, see a-f)
   a. Lodging $0.00 Actual cost. Not to exceed IRS Travel per diem limits**Receipt Required.*
   b. Meals $0.00 Reimbursement limited to actual cost up to IRS M&IE per diem rates for: Breakfast, Lunch, and Dinner **Receipt Required.*
   c. Travel $5,000.00 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
   d. Supplies $0.00 As negotiated with school/department contracting for service.
   e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): $41,634.00
   f. Other $0.00

	Yes	No
5. Employment. Contractor must certify by acknowledgment they are **NOT** a current FUSD employee *(including supplemental/non-perm)* ***(must mark Yes to confirm**. If employment relationship exists contact purchasing.)*	◉	○
6. Contractor is a CalPERS or CalSTRS retiree?	○	◉
7. California Residency. Contractor is exempt from nonresident withholding in California	○	◉

8. Report Fraud, Waste and Abuse. By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form by visiting the Report Fraud, Waste, or Abuse link at the bottom of www.fresnounified.org, or navigating direct to https://ppc.cpa/fresno-unified-fraud-alert-form . The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.

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

   Contractor's initials PJ PJ

10. Anti-discrimination. Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the District's Chief Compliance and Title IX Officer David Chavez, by phone at 559-457-3500, by email at David.Chavez@fresnounified.org, or in person at 2309 Tulare Street Fresno, CA 93721.

11. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice. In the event of early termination, Contractor shall be paid for satisfactory work performed to the date of termination. The District may then proceed with the work in any manner the District deems proper.

Notwithstanding the expiration or termination of this Agreement for any reason (a) any provision of this Agreement that imposes or contemplates continuing obligations on a Party shall survive the expiration or termination of this Agreement, including without limitation, the rights and duties under Paragraphs 12, 13, 15,and 17; and (b) all undisputed fees due and payable hereunder through the termination date in accordance with Paragraphs 3 and 4.

12. Confidential Information

a. For the purposes of this Agreement "Confidential Information" includes any written or oral information or data, disclosed by either Party to the other, which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, administration, plan design, benefits or contractual affairs of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.

b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a "need to know," and who are themselves bound by similar nondisclosure restrictions (collectively, "Representatives"). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the District in writing within three (3) business days of becoming aware of such confirmed disclosure. 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. 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 Agreement.

c. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information.

d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:

i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;

ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the District an opportunity to seek appropriate protection; and

iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.

e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the District. By granting access to Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any Confidential Information. After its review of the Confidential Information Contractor will return to the District all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the District's

permission destroy the Confidential Information and certify in writing that it has been destroyed.

13. Injunctive Relief. Each Party acknowledges that a breach or threatened breach of this Agreement may cause immediate and irreparable harm to the District and that, to protect against such harm, the District may seek from a court of competent jurisdiction the issuance of a restraining order or injunction to prohibit any threatened disclosure or misuse of the District's Confidential Information. Such an action for a restraining order or injunction is in addition to and does not limit all other remedies provided by law or in equity or by Agreement between the Parties.

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

    a. The Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnities, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnities, notwithstanding whether liability is, can be or has yet been established.
    b. The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnities, in any such suit, action or other legal proceeding. The Contractor shall reimburse Indemnities, and each of them, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
    c. Acceptance of insurance certificates and endorsements required under the contract does not relieve the Contractor from liability under this indemnification and hold harmless clause. The requirements of this Section (Indemnification and Hold Harmless) shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

15. Insurance. Without limiting "Contractor" indemnification, it is agreed that "Contractor" shall secure and maintain in force during the term of this Agreement a **Commercial General Liability** policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than two million ($2,000,000) dollars per occurrence, four million ($4,000,000) annual aggregate limit.
    a. **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.
    b. **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.
    c. 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.

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

16. Independent Contractor Status. While engaged in carrying out the terms and conditions of the Agreement, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

17. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.

18. Fingerprinting Requirements. Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees, who may have unsupervised contact outside of the immediate supervision and control, of the pupil's parent or guardian or a school employee, with the District's pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor and its consultants, prior to any of the Contractor 's employees, or those of any other consultants, coming into contact with the District's pupils submit through the DISTRICT fingerprints to the Department of Justice (DOJ) for the monitoring and supervision of employee(s) and/or affiliated constituents. Contractor will not begin work on the Project site until obtaining a DOJ cleared status through the DISTRICT. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant certifies Consultants certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1.

Fingerprinting required per this contract: Yes

"Fingerprinting Requirements," is expressly understood and agreed to by the Parties hereto:

Contractor's initials PJ PJ District's initials SS

19. Taxes. Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. District will not withhold FICA (Social Security), state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor is independently responsible for the payment of all applicable taxes.

20. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.

21. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.

22. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

23. Waiver and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and

the terms and conditions hereof may be waived, only by a written instrument signed by the Parties or, in the case of a waiver, by the Party waiving compliance. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

24. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior Court in Fresno, California.

25. Attorney's Fees. The non-prevailing party in any dispute under this Agreement shall pay all reasonable costs and expenses, including expert witness fees and attorney's fees, incurred by the prevailing Party in resolving such dispute.

26. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company or to an officer of the corporation for whom it was intended, or if delivered to or sent by registered or certified mail to the last business address known to the person who gives the notice.

District:

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

c: Risk Management
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

Contractor: ***Fort Valley State University***

Name: **Dr. Paul Jones**

Address: ***1005 State University Drive , Fort Valley, Ga, 31030***

27. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements applicable for the performance of its duties under this agreement and that failure to do shall constitute material breach.

28. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the terms agreed upon by the Parties with respect to its subject matter. It supersedes all prior or contemporaneous agreements, understandings, or representations, whether oral or written. No evidence of prior or contemporaneous oral agreements or consistent additional terms may be used to contradict, explain, or supplement the terms of this Agreement.

29. Construction. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.

30. Execution of Other Documents. The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

31. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

32. Board Approval. For contracts in excess of **$15,000.00**, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.

IV. VENDOR REQUESTED SPECIAL TERMS AND CONDITIONS (if applicable). In the event of any conflict or inconsistency between these special terms and conditions and the section III Terms and Conditions, the special terms and conditions shall prevail. District's initials SS

/dataset/V_33_SpecialTanC

The complete Agreement includes and incorporates by reference herein all of the "Contract Documents" which includes: all terms and conditions of this Agreement, Academic Return on Investment Exhibit, provisions of required forms, any appendix, schedules, or attachments, and all modifications, and amendments.

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

DISTRICT

Fresno Unified School District

Patrick Jensen, Chief Financial Officer

Date

CONTRACTOR

Fort Valley State University

Paul Jones

Name:*Dr. Paul Jones *, Title: President Of Fort Valley State University

Jun 11, 2025

Date

Approved As To Form:

Stacey Sandoval, Executive Director Risk Management

Jun 11, 2025

Date

Contract: 263726 FORT VALLEY STATE UNIVERSITY

FUSD Contract Administrator:
Nancy.Witrado@fresnounified.org

Attachments

Fresno Unified School District
PURCHASING
4498 N. Brawley
Fresno, CA 93722
559-457-3588

A MEMORANDUM OF UNDERSTANDING (MOU)
Between
FORT VALLEY STATE UNIVERSITY (FVSU) and FRESNO UNIFIED SCHOOL DISTRICT (FUSD)

This Memorandum of Understanding (MOU) is from **August 4, 2025, to June 30, 2027**

This Memorandum of Understanding (MOU) establishes a partnership between Fresno Unified School District (FUSD) and Fort Valley State University (FVSU) to provide dual enrollment opportunities for FUSD high school students. The partnership offers post-secondary opportunities for Cohort I, comprising 70 eligible FUSD high school students throughout their junior and senior years across two comprehensive high schools (Sunnyside High School and McLane High School) in dual enrollment courses. It aims to develop and implement future cohorts of 70 students per cohort. The program allows qualified students to earn college credits, reduce college tuition costs, and make a smoother transition into higher education. Students can earn forty-three high school credits toward graduation and thirteen transferable credits applicable to FVSU or any college or university. This Memorandum of Understanding (MOU) shall become effective on **August 4, 2025, and terminate on June 30, 2027**, with the potential for continuation with future cohorts.

Payment for services will be invoiced in two parts: Tuition and Instruction/Academic Support Services. FVSU will submit a cost quotation before providing services to meet FUSD fiscal deadline dates and will invoice after each semester's drop date. Please refer to the COST section for a detailed breakdown of charges. Any modifications to the terms of this MOU will require a separate addendum signed by both Parties.

The MOU between FVSU and FUSD outlines the parties' responsibilities regarding dual enrollment and ensures the success of participating students. The MOU may be expanded in the future to include additional cohorts of students and courses between FVSU 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. FUSD is in the Central San Joaquin Valley, known globally as one of the world's most productive agricultural regions; it provides students with unique opportunities to engage with traditional academics and innovative agricultural science programs.

Fort Valley State University is a public land-grant historically black university in Fort Valley, Georgia. It is part of the University System of Georgia and a Thurgood Marshall School Fund member school. FVSU is an institution with over 2,500 students. FVSU is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) to award associate, baccalaureate, and master's degrees. FVSU has four colleges: Agriculture, Family Sciences & Technology, the College of Arts and Sciences, the College of Education and Professional Studies, and the Office of Graduate Studies.

Dual Enrollment or dual credit refers to college-credit courses available to high school students in which they earn 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 become part of the student's college academic record and high school transcript. Students allow high school students to earn both high school and college credits simultaneously. Students typically take these courses either at their high school, on a college campus, or online through a partnering college or university. Fort Valley State University reserves the right to ensure all perspective students meet the outline admission requirements for the program/university.

COLLABORATION: Fort Valley State University and Fresno Unified School District recognize their common objectives to serve and prepare students through:
(a) educating and training students for further education and future employment
(b) providing residents an opportunity to attend HBCU, encouraging FUSD students to explore options outside of California to meet their individual and cultural needs, increasing college enrollment, and improving graduation rates

Potential Outcomes for FUSD Students:
- Higher high school graduation rates
- Early exposure to the HBCU college experience
- Improved academic outcomes, particularly for students from low-income households
- Higher likelihood of transitioning to a four-year college (rather than a two-year college)
- Reduced need for basic skills courses in college
- Greater persistence in secondary education and the ability to transfer credits to other universities
- Opportunity to accumulate college credits

Additional Benefits:
- Significant cost savings on college tuition
- Enhanced college readiness and academic confidence
- Development of time management and study skills
- Exposure to college-level academic expectations
- Access to college resources and facilities
- Opportunity to explore different academic disciplines
- Stronger college applications
- Reduced time to complete a college degree
- Early career exploration opportunities
- Development of critical thinking and analytical skills
- Increased cultural awareness through HBCU connection
- Building a network with college faculty and peers
- Financial literacy development
- Enhanced scholarship opportunities
- Greater family engagement in academic planning

(Source: The James Irvine Foundation, 2012)

PARTIES:

Fort Valley State University, hereinafter referred to as FVSU and the Fresno Unified School District, is also referred to as “FUSD,” collectively referred to as “Parties.”

RECITALS:

1. WHEREAS, the Parties to this MOU desire to engage in a mutual partnership to provide dual credits and foster increased educational opportunities for FUSD students attending FVSU.

2. WHEREAS, Fresno Unified School District and FVSU have qualified staff, faculty, teachers, materials, resources, and equipment to provide the services outlined by this MOU.

3. WHEREAS, the Parties to this MOU provide students with guidance and support to meet the criteria to enroll in dual credits at FVSU. 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 and to matriculate to higher education.

4. WHEREAS Fresno Unified School District and FVSU agree that dual credit courses are transferable if students attend California State Colleges within California after high school graduation or FVSU.

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 U.S. Department of Education program.

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").

8. WHEREAS this agreement is subject to the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq.

TERMS

NOW, THEREFORE, considering their mutual covenants and conditions, the Parties hereto agree to work together to implement this MOU as follows. This MOU shall become effective **August 1, 2025,** and terminate in **June 30, 2027** unless by a separate addendum, signed by both Parties and which states 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 FVSU 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 FVSU 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 a grade, they must follow the FVSU grade appeal/change of grade policy published in the current FVSU Handbook.

- Identify one teacher from each high school to facilitate the dual credit courses online. Teacher responsibilities will include, but are not limited to, noting attendance, managing classroom behavior, and using a daily and/or weekly monitoring tool for case management during their case management period (s) while FVSU's instructor conducts the course.

- The high school counselor and the 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 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 one 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 FVSU form; FUSD's manager must submit forms to the College and Career Readiness Office in accordance with FVSU'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 FVSU.
- 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 FVSU team before the 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 FVSU course to enroll in each subsequent course at FVSU.
- The first course is FVSU 100, a first-year College Experience course, 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 electives, 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 Agriculture, Science, Technology, Engineering, and upper-level Math (STEM) or other recommended courses from 2025 to 2027.
- Site leaders will receive continuous professional development to understand culturally relevant practices and resources for engaging with members of underserved communities.

FVSU agrees to:

- Conduct orientation sessions for FUSD students, parents, and staff.
- Assign a qualified faculty member to instruct each dual enrollment course.

- To the extent possible, 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 FVSU 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 students.
- Will guide and support students from Admissions through course registration and provide support virtually for all students enrolled in the program.
- Ensure all students enrolled in the program are registered for Ecore classes only, as outlined in the MOU.
- Provide academic accommodation for students who self-identify and submit appropriate documentation via the FVSU Office of Accessibility Services & Accommodations website.
- Provide support and coordinate sit-in classroom visits for FUSD students visiting FVSU during the FUSD College Tour, which is scheduled for the Spring semester.
- 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 FVSU and FUSD policies.
- Provide one complimentary official transcript per student per academic year. Official transcripts will be processed once final grades have been posted at the end of the academic year and sent to the student's permanent address listed on file. Any additional transcript requests for FUSD students will be responsible for paying the cost of the Parchment fee to FVSU.
- With appropriate release and FERPA documents in place, FVSU 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 FVSU, 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 FVSU.

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.

- The champions' primary responsibility is to monitor student progress during the free period and use the monitoring tool to ensure student success in the FVSU 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 parents are informed about their students' 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 FVSU to remove a student from the program.

- The HBCU Dual Enrollment Manager will secure two Teaching tutors 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 FVSU's registrar's Office. If a grade needs to be corrected from the original submission to FUSD. In that case, FVSU'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 the 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, FVSU and FUSD will need evidence and a written appeal from the student supported by their respective champion, counselor, or Step Up Manager by the deadline. The dispute will be governed by FVSU policy of disputing a grade.

- If FVSU approves a grade change, FVSU'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.

- Provide one complimentary official transcript per student per academic year. Official transcripts will be processed once final grades have been posted at the end of the academic year and sent to the student's permanent address listed on file. Any additional transcript requests for FUSD students will be responsible for paying the cost of the Parchment fee to FVSU.

INCOMPLETE GRADES: An Incomplete (I) is given, upon approval of the FVSU faculty member and the FUSD Champion, when documented illness, excused absences, or other legitimate reasons prevent the student from completing the course. Incomplete is usually only considered for students who have satisfactorily completed majority of the course requirements as determined by the instructor. Suppose the student is prevented from completing the course, taking the final examination, or completing a major class project on time. In that case, the Champion may request an "I" designation from the instructor. The FUSD champion must complete the Incomplete Grade Request Form and get approval from 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 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 the appropriate timeline for approval (policy adapted from the FVSU 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 FVSU's Registrar.
- FVSU is responsible for maintaining the dual credit student's college transcript.

TUITION COST: The funding obligation of FUSD under this MOU for dual credit is $159 per semester credit hour. FVSU is pleased to partner 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.

Direct Costs for Instruction $ 0.00

As shown in the table below, the direct costs for instruction for Cohort I from August 1, 2025, through June 30, 2027, is $0.00 This amount for college instructors will not be charged

- 2 sections (Fresno and McLane) Summer course, 1-hour credit each, totaling two credits
- 2 sections (Fresno and McLane), Fall/Spring courses, 3 hours each, totaling six credits

Costs for Cohort I						
Semester Date	August 2025	Fall 2025	Spring 2026	Fall 2026	Spring 2027	**Total**

Credits by semester	2 sections- 1 credit each (2credits)	2 sections- 3 credits each (6 credits)	2 sections - 3 credits each (6 credits)	2 sections - 3 credits each (6 credits)	2 sections - 3 credits each (6 credits)	
Tuition **($159.00per credit)**	$159.00 per credit hour $318.00 for 2 classes	$477.00 per 3 credit hours $954.00 for 2 classes	$477.00 per 3 credit hours $954.00 for 2 classes	$477.00 per 3 credit hours $954.00 for 2 classes	$477.00 per 3 credit hours $954.00 for 2 classes	
Academic Support	$1,500.00	$7,750.00	$7,750.00	$7,750.00	$7,750.00	
Instruction	$0	$0	$0	$0	0	
Total	**$1,818.00**	**$8,704.00**	**$8,704.00**	**$8,704.00**	**$8,704.00**	

Academic Support Costs ($32,500.00)

FVSU has made all academic resources available to FUSD students, including tuition-paying students. These include but are not limited to: Brightspace-D2L (learning management system), Knack and Tutoring.com (tutoring platform), EAB-Navigate (retention support platform), library services, These and other academic support services will continue to be provided to FUSD students at no cost.

Each dual enrollment course will be in a synchronous, virtual format Brightspace-D2L. 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. classroom instruction, and other applications.

Cohort I

- SUM25 FVSU 0100 – Orientation to the University (1-credit)
- FA25 HIST 1111—World History I (3 credits)
- SP26 PSYC 1101—Intro to General Psychology (3 credits)
- FA26 ENGL 1101—English Composition I (3 credits)
- SP27 COMM 1110 - Oral Communication (3 credits)

(***Note**: *HIST 130 Fall semester may potentially be replaced with another course or swapped with one of the existing courses from 2025 to 2026)*

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 FVSU 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 people 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 the distribution of personally identifiable matched data to Qualified Personnel, with 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. Party within thirty (30) days of the occurrence. Notwithstanding the above, this MOU is subject to the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq.,

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. FVSU 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 FVSU 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 FVSU 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. FVSU's code of conduct policies and guidelines are implemented to protect the integrity of FVSU, and FUSD is obligated to fulfill FVSU policies and mandated regulations to maintain the integrity of its accreditation from the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC).

MODIFICATION: Any subject of this MOU may be modified with the written consent of both parties. The designated FVSU and school district officials may review and revise the agreement to continue this partnership after a complete assessment and use the findings to adjust for improvements and expansion.

ASSIGNMENT: No Party hereto shall assign, transfer, or 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 FVSU or School District. Risk management and liabilities shall follow the College and School District policies and codes of conduct.

IN WITNESS WHEREOF, the parties FUSD have executed this MOU in Fresno, California, and the parties of Fort Valley State University executed this MOU in Fort Valley, Georgia.

Paul Jones

_____

Dr. Paul Jones, President and CEO
Fort Valley State University

Date: Jun 11, 2025

DISTRICT
Fresno Unified School District

_____
Patrick Jensen, Chief Financial Officer

_____
Date

Approved As To Form:

_____
Stacey Sandoval, Executive Director Risk Management

Jun 11, 2025
_____
Date

STATE OF GEORGIA
DEPARTMENT OF ADMINISTRATIVE SERVICES
CERTIFICATE OF INSURANCE

Name and Address of Agency	**Coverages Afforded By:**		
Department of Administrative Services Risk Management Services 200 Piedmont Avenue SE Suite 1220 West Tower Atlanta, Georgia 30334-9010	Company Letter	A	State of Ga. Risk Management Services
	Company Letter	B	Nationwide Casualty Company
Name and Address of Insured BOR-Fort Valley State University 1005 State University Drive Fort Valley,GA 31030	Company Letter	C	
	Company Letter	D	
	Company Letter	E	

This certificate is given as a matter of information only and confers no rights upon the certificate holder. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy(ies) described herein is subject to all the terms, exclusions and conditions of such policy(ies). This certificate does not amend, extend or otherwise alter the coverages afforded by the policy(ies) described herein.

COMPANY LETTER	TYPES OF INSURANCE	POLICY NUMBER	POLICY EXPIRES	LIMITS APPLY SEPARATELY PER POLICY
A	COV. LIABILITY (GL, MEDICAL MALPRACTICE) A TORT CLAIMS LIABILITY POLICY. State agency or Authority is insured When sued in state courts.	TCP 401-14-25	6/30/2025	BODILY INJURY & PROPERTY DAMAGE & PERSONAL INJURY COMBINED
A	B EMPLOYEE LIABILITY POLICY. Employee is insured when sued Individually. C STATE AUTHORITY POLICY. Coverage applies when Authority. is sued in federal court	CGL 401-14-25	6/30/2025	PER PERSON $1,000,000 AGGREGATE $3,000,000 OCCURRENCE POLICIES (X)
A	Contractual and/or Additional Insured Coverage applies to Certificate Holder if policy A ____ B ____ C ____ is checked			
	COV. AUTOMOBILE LIABILITY COVERAGE D Owned, rented, and non-owned automobiles when Agency or Authority is sued in state court or employee is sued in federal court	TCP 401-14-25	6/30/2025	C.S.L PER PERSON $1,000,000 AGGREGATE $3,000,000
	E Physical Damage Coverage			Other than Coll. 500 Ded. Coll. 500 Ded.
	F Excess Authority Coverage when Authority is sued in federal court G Excess Contractual and /or additional insured coverage when certificate holder is sued in federal or state court yes ____ no ____			LIMITS SHOWN INCLUDE THE LIMITS OF LIABILITY SHOWN UNDER COVERAGES C-D FOR AUTHORITIES ONLY SINGLE LIMIT LIABILITY:
A	H WORKER'S COMP. COVERAGE	SELF-INSURED	NONE	STATUTE
B	COV. MISC. COVERAGE I Property J Other Fidelity Bond	**FCO2308758**	**6/30/2025**	**$50,000,000**

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES
Contractual Liability is NOT provided and the Certificate Holder is NOT an additional insured. Coverage applies to state employees while performing state assigned duties.

CANCELLATION:
In the event of cancellation of the policy(ies) described herein, Risk Management Services will endeavor to provide 30 days written notice to the certificate holder, however Risk Management Services assumes no legal responsibility for failure to do so.

NAME AND ADDRESS OF CERTIFICATE HOLDER		DATE ISSUED: **06/06/2024**
TO WHOM IT MAY CONCERN		AUTHORIZED REPRESENTATIVE

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: June 18, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Excess Workers' Compensation and Employer's Liability Insurance for 2025/26

ITEM DESCRIPTION: Included in the Board material is a quotation received from the district's insurance broker, Marsh & McLennan Agency, for the district's Excess Workers' Compensation and Employer's Liability coverage. The policy period will extend from July 01, 2025, through June 30, 2026.

Annually, the district utilizes Marsh & McLennan Agency to conduct a marketing effort for all lines of insurance coverage.

The annual premium coverage is increasing for 2025/26, but the self-insured retention level (SIR) remains unchanged. This cost increase stems from payroll costs due to negotiated wage increases. The district's current policy provides coverage up to $25 million per Worker's Compensation occurrence and $2 million per Employer's Liability occurrence ($2 million total aggregate) after the $2 million self-insured retention is met for each claim. The recommended policy includes the same coverage levels and SIR.

Staff recommends placing the 2025/26 coverage at the quoted amount, which represents an 8.4% increase, $25,608, from $303,858 in 2024/25 to $329,466 in 2025/26.

FINANCIAL SUMMARY: Sufficient funds are available in the district's Workers' Compensation Internal Service Fund.

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

	Coverage Limits		Premiums	
Coverages	**2024-25 Limits**	**2025-26 Renewal Limits**	**2024-25 Premium**	**2025-26 Renewal Premium**
Workers' Compensation/ Employer's Liability	**$2,000,000 SIR** **$25,000,000 per Occurrence (Workers' Compensation)** **$2,000,000 per Occurrence/ $2,000,000 Aggregate (Employer's Liability)**	**$2,000,000 SIR** **$25,000,000 per Occurrence (Workers' Compensation)** **$2,000,000 per Occurrence/ $2,000,000 Aggregate (Employer's Liability)**	**$303,858** Safety National Rating: A++ (Superior) XV, Admitted	**$329,466** Safety National Rating: A++ (Superior) XV, Admitted

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 18, 2025

ACTION REQUESTED: Approve

TITLE AND SUBJECT: Approve Legal Services Agreements for 2025/26

ITEM DESCRIPTION: Included in the Board material is a list of legal firms recommended for approval to provide legal services to Fresno Unified School District during the 2025/26 fiscal year. The list includes the firm name, location, and the 2024/25 and 2025/26 attorney hourly rate(s). Representation agreements with all firms are available for review upon request from the office of the Chief Financial Officer.

The district seeks legal advice and representation in the areas of labor relations, personnel, magnet and charter schools, risk management, workers' compensation, special education, facilities, fiscal governance, purchasing and contracting, and general legal services. Although the district does not regularly utilize the services of all the firms, they are on the list based on their expertise, which may be required in the future, or because they requested to be.

Approval of the representative agreements will allow the district to continue to utilize the services on an as-needed basis to support programs and operations.

FINANCIAL SUMMARY: Sufficient funds are available in the 2025/26 budget in the Unrestricted General Fund, Workers' Compensation Fund, and Liability Fund.

PREPARED BY: Patrick Jensen

DIVISION: Business and Financial Services

CABINET APPROVAL PHONE: (559) 457-6226

CABINET APPROVAL: Patrick Jensen, Chief Financial Officer

Fresno Unified School District
2025/26 Approved Legal Firms
June 18, 2025

	Legal Firm Name	Location	Speciality	2024/25 Rates	2025/26 Rates
1	Abbott & Kindermann	Sacramento	Land Use/Real Estate	$142.50 - $370.50	$142.50 - $389.50
2	Atkinson, Andelson, Loya, Ruud & Romo	Frenso	Full-Service	$310 - $355	$330 - $375
3	Bradford & Barthel, LLP	Fresno	Workers' Compensation	$195	$205
4	Bates, Winter, Talmachoff & Vandersluys LLP	Roseville	Civil Defense	N/A	$210 - $220
5	Bruce J. Berger Law Firm, Inc.	Clovis	General/Defense	$205 - $220	$205 - $225
6	Creede Blyth Law	Fresno	Special Education/ Facilities/General Legal	$175 - $290	$215 - $350
7	Fagen, Friedman & Fulfrost	Fresno	Human Resources	$260 - $295	$270- $305
8	Fresno County Superintendent of Schools	Fresno	General Legal	$175	$200
9	Hanna, Brophy, MacLean, McAleer & Jensen, LLP	Fresno	Workers' Compensation	$180 - $195	$190 - $225
10	Ice Miller	Indianapolis, IN	Payroll Law	$459-$738	$459-$738
11	Law Office of Duncan, Cassio, Lucchesi, Binkley and Van Doren, Professional Corporation	Fresno	Workers' Compensation	$155 - $175	$155 - $175
12	Law Office of Jane Woodcock	Fresno	Workers' Compensation	$150 - $200	$150 - $200
13	Law Office of Rick Jensen	Fresno	Defense/Subrogation	$135	$135
14	Lozano Smith	Fresno	Full-Service Education	$215 - $400	$225 - $450
15	McCormick Barstow LLP	Fresno	Full-Service	$210 - $335	$230 - $450
16	Mullen & Filippi	Fresno	Workers' Compensation	$175 - $180	$175 - $180
17	Nielsen, Merksamer, Parrinello, Gross & Leoni	San Rafael	Government Law	$670 - $720	$705 - $750
18	Nossaman LLP	San Francisco	Full-Service	$355 - $785	$355 - $785
19	Orbach Huff & Henderson LLP	Pleasanton	Project Labor Agreements	$300 - $335	$340 - $375
20	Potomac Law Group, LLP	Walnut Creek	Full-Service	$445 - $470	$460 - $560
21	Whitney Thompson & Jeffcoach	Fresno	Litigation/Construction	$225 - $356	$300 - $400
22	Yrulegui & Roberts	Fresno	Workers' Compensation	$152	$152

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: June 18, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Use of Individual Piggyback Contracts

ITEM DESCRIPTION: Included in the Board material and recommended for approval is a list of two piggyback contracts for use during 2025/26 for efficient and cost-effective procurement. This is in addition to the piggyback contracts approved by the Board previously, to allow for expedited purchases related to delivery services of disposable paper products and food items.

Use of piggyback contracts is allowed under Public Contract Codes 10299 and 20118 and is a procurement best practice that takes advantage of competitive pricing from a contract formally bid by another school district or public agency. The district has determined that when appropriate, use of piggyback contracts is advantageous and in the best interest of the district to reduce administrative time and expense, provide favorable pricing and/or provide options and flexibility. Approval does not commit the district to purchases or require that any specific contract be utilized. Use of piggybacks allows the district to expedite supplies/materials to meet specific needs quickly or to utilize a different contract if a vendor from an existing contract cannot provide services in a timely manner. All purchases associated with piggyback contracts are presented to the Board for ratification on monthly purchase order reports.

FINANCIAL SUMMARY: Estimated annual expenditures for each piggyback contract (if utilized) are indicated on the backup material; funding will be determined on a project-by-project basis.

PREPARED BY Ann Loorz

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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

PIGGYBACK BACKUP SUPPLEMENTAL LIST
JUNE 18, 2025, BOARD MEETING

Supplier and Primary Location		Piggyback Contract Name (and Cooperative Agency Name, if applicable)	Lead Agency	Estimated Annual $	Purpose of Piggyback	Additional Information (pricing structure, examples of items purchasing)
1.	P&R Paper Supply Co., Inc., dba Imperial Dade Redlands, CA.	Palm Springs Unified School District Desert Purchasing Group (DPG) Co-Op RFP No. NS-26-04 Paper Non-Food Products	Palm Springs Unified School District, CA	$1,000,000	Allows Nutrition Services to purchase items used in providing student meals such as disposable gloves and disposable supplies.	Price list available; Items support student meal services.
2.	Sysco Central California Modesto, CA	Central Valley Buying Group RFP No. 21-22 Paper Goods & Packaging Supplies; Canned and Dry Food Items	Washington Unified School District, CA	$4,500,000	Allows Nutrition Services to purchase paper products and food items at competitive pricing for a variety of menu options.	Price list available. Items support student meal services.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: June 18, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Award of Bid 25-41, Fresno High School New Cafeteria

ITEM DESCRIPTION: Included in the Board material is information on Bid 25-41, Fresno High School New Cafeteria. The project consists of a new 17,017 square foot cafeteria building. The new two-story cafeteria includes a fully functional kitchen with a walk-in refrigerator, freezer and dedicated dry storage space. The project also includes a student dining area, restrooms, elevator, snack bar and support spaces. Four outdoor shade structures will also be included to provide a comfortable area for outdoor dining and seating in warmer months.

The request for bids was lawfully advertised on April 04, 2025. Notifications were sent to 290 firms plus six construction trade publications, and the district received five responses. Bids were opened on May 06, 2025. Staff recommend award to the lowest responsive, responsible bidder:

Marko Construction Group, Inc. (Fresno, California) $14,182,452.

FINANCIAL SUMMARY: Sufficient funds in the amount of $14,182,452 are available in the Measure M Fund.

PREPARED BY: Ann Loorz

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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

FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 25-41, FRESNO HIGH SCHOOL NEW CAFETERIA

Bid Opening Date: May 06, 2025 prior to 2:00 P.M. Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID FRESNO HS NEW CAFETERIA	ADD ALT SHADE STRUCTURE	ALLOWANCE UNKNOWN/ UNFORESEEN UTILTY ENCOUNTERS	TOTAL BID AMOUNT	RECOMMENDED AWARD AMOUNT
Marko Construction Group, Inc.	**Fresno**	**$13,753,658**	**$128,794**	**$300,000**	**$14,182,452**	**$14,182,452**
Davis Moreno Construction, Inc.	Fresno	$13,999,000	$200,000	$300,000	$14,499,000	
Swinerton Builders	Sacramento	$14,200,000	$178,760	$300,000	$14,678,760	
AMG & Associates, Inc.	Santa Clarita	$14,747,000	$224,000	$300,000	$15,271,000	
Katch Environmental, Inc.	Fresno	$15,977,574	$182,577	$300,000	$16,460,151	

Low bid determined by Base Bid plus Add Alternate item:

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

The bid includes an allowance amount of $300,000 for unknown utility encounters performed on a time and materials basis. Any remaining allowance is to be credited back to the district.

Staff recommends award of the Base Bid, Add Alternate, and Allowance items for $14,182,452 to Marko Construction Group, Inc., the lowest responsive, responsible bidder.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: June 18, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Award of Bid 25-45, Hoover High School Concrete Sidewalks and Seat Wall Replacement

ITEM DESCRIPTION: Included in the Board material is information on Bid 25-45, Hoover High School Concrete Sidewalks and Seat Wall Replacement. This project consists of concrete improvements in the quad to allow for the Americans with Disabilities Act (ADA) accessibility, including an ADA parking stall and ramp. Also included are concrete seat walls for upgraded outdoor student seating.

The request for bids was lawfully advertised on April 14, 2025. Notifications were sent to 358 firms plus six construction trade publications, and the district received nine responses. Bids were opened on May 13, 2025. Staff recommend award to the lowest responsive, responsible bidder:

BDM, Inc. (Hanford, California) $424,875.

FINANCIAL SUMMARY: Sufficient funds in the amount of $424,875 are available in the Measure M Fund.

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. 25-45, HOOVER HIGH SCHOOL CONCRETE SIDEWALKS AND SEAT WALL REPLACEMENT

Bid Opening Date: May 13, 2025 prior to 1:00 P.M.

Buyer: Marisa Thibodeaux

CONTRACTOR	CITY	BASE BID 1 CONCRETE SIDEWALKS AND SEAT WALL REPLACEMENT	ALLOWANCE UNKNOWN/ UNFORSEEN UTILITIES	TOTAL BID AMOUNT	RECOMMENDED AWARD AMOUNT
BDM, Inc.	**Hanford**	**$349,875**	**$75,000**	**$424,875**	**$424,875**
Estate Design and Construction	Los Angeles	$353,800	$75,000	$428,800	
Harris Development Corp., dba HBC Enterprises	Clovis	$364,900	$75,000	$439,900	
GCB1, Inc., dba GC Builders	Fresno	$374,750	$75,000	$449,750	
Marko Construction Group, Inc.	Fresno	$395,000	$75,000	$470,000	
MSH Development Group, Inc.	Santa Clarita	$399,000	$75,000	$474,000	
Clean Cut Landscape Incorporated	Clovis	$422,071	$75,000	$497,071	
Caliber Contracting Services, Inc.	Fresno	$467,000	$75,000	$542,000	
MTZ Building Solutions	Bakersfield	$536,000	$75,000	$611,000	

Low bid determined by Base Bid.

The bid includes an allowance amount of $75,000 for unknown utility encounters performed on a time and materials basis. Any remaining allowance is to be credited back to the district.
Staff recommends award of all Base Bid and Allowance items for $424,875 to BDM, Inc., the lowest responsive, responsible bidder.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: June 18, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Award of Bid 25-61, Bullard High School Pool Shade Structure Installation

ITEM DESCRIPTION: Included in the Board material is information on Bid 25-61, Bullard High School Pool Shade Structure Installation. The project consists of installing a shade structure at the west pool bleachers and miscellaneous accessibility upgrades.

The request for bids was lawfully advertised on April 16, 2025. Notifications were sent to 297 firms plus six construction trade publications, and the district received five responses. Bids were opened on May 07, 2025. Staff recommend award to the lowest responsive, responsible bidder:

Landmark Associated Builders, Inc. (Downey, California) $247,500.

FINANCIAL SUMMARY: Sufficient funds in the amount of $247,500 are available in the Measure M Fund.

PREPARED BY: Ann Loorz

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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

FRESNO UNIFIED SCHOOL DISTRICT
BID TABULATION

BID NO. 25-61, BULLARD HIGH SCHOOL POOL SHADE STRUCTURE INSTALLATION

Bid Opening Date: May 07, 2025 prior to 2:00 P.M. Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID BULLARD HS POOL SHADE STRUCTURE INSTALLATION	ALLOWANCE UNKNOWN/ UNFORESEEN UTILTY ENCOUNTERS	TOTAL BID AMOUNT
Landmark Associated Builders, Inc.	**Downey**	**$222,500**	**$25,000**	**$247,500.00**
Geometric Construction, Inc.	Fresno	$296,290	$25,000	$321,290.00
BDM, Inc.	Hanford	$299,875	$25,000	$324,875.00
Puma Construction Co., Inc., dba Puma Construction & Restoration Co.	Fresno	$438,974	$25,000	$463,974.49
GCB1, Inc., dba GC Builders	Fresno	$492,770	$25,000	$517,770.00

The bid includes an allowance amount of $25,000 for unknown utility encounters performed on a time and materials basis. Any remaining allowance is to be credited back to the district.

Staff recommends award of the Base Bid and Allowance items for $247,500 to Landmark Associated Builders, Inc., the lowest responsive, responsible bidder.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: June 18, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Award of Bid 25-62, Athletic Field Rehabilitation at Calwa, Homan, and Mayfair Elementary Schools and Ahwahnee and Fort Miller Middle Schools

ITEM DESCRIPTION: Included in the Board material is information on Bid 25-62, Athletic Field Rehabilitation at Calwa, Homan, and Mayfair Elementary Schools and Ahwahnee and Fort Miller Middle Schools. The project is to replace/improve playground turf at Calwa, Homan, and Mayfair Elementary Schools and Ahwahnee and Fort Miller Middle Schools. The project includes rehabilitating ball fields, restoring running lanes, pitching mounds, batter boxes, and adding infield mix. Playground turf will be graded, over seeded with Bermuda, fertilized along with a 90-day maintenance period. The projects are recommended based on evaluation of greatest need and to increase equity of athletic facilities.

The request for bids was lawfully advertised on April 21, 2025. Notifications were sent to 146 firms plus six construction trade publications, and the district received three responses. Bids were opened on May 14, 2025. Staff recommend award to the lowest responsive, responsible bidder:

Briner & Son, Inc. (Fresno, California)

Section A – Calwa Elementary School	$125,414
Section B – Homan Elementary School	$104,322
Section C – Mayfair Elementary School	$ 69,452

Elite Landscape Construction, Inc. (Fresno, California)

Section D – Ahwahnee Middle School	$336,600
Section E – Fort Miller Middle School	$406,100

FINANCIAL SUMMARY: Sufficient funds in the amount of $1,041,888 are available in the Plant Operations budget.

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. 25-62, ATHLETIC FIELD REHABILITATION AT CALWA, HOMAN, AND MAYFAIR ELEMENTARY SCHOOLS AND AHWAHNEE AND FORT MILLER MIDDLE SCHOOLS

Bid Opening Date: May 14, 2025 prior to 2:00 P.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	SECTION A CALWA ELEMENTARY SCHOOL	SECTION B HOMAN ELEMENTARY SCHOOL	SECTION C MAYFAIR ELEMENTARY SCHOOL	SECTION D AHWAHNEE MIDDLE SCHOOL	SECTION E FORT MILLER MIDDLE SCHOOL	TOTAL BID AMOUNT	RECOMMENDED AWARD AMOUNT
Briner & Son, Inc.	**Fresno**	**$125,414**	**$104,322**	**$69,452**	$337,071	$409,683	$1,045,942	**$299,188**
Elite Landscape Construction, Inc.	**Clovis**	$151,700	$137,000	$86,800	**$336,600**	**$406,100**	$1,118,200	**$742,700**
~~California Turf and Landscaping~~	~~Clovis~~	~~$95,999~~	~~$91,189~~	~~$65,174~~	~~$286,911~~	~~$324,816~~	~~$864,089~~	

Award will be by Section.

Low bid determined by Base Bid per Section.

Staff recommends award of Sections A, B, and C for $299,188 to Briner & Son, Inc. and Sections D and E for $742,700 to Elite Landscape Construction, Inc., the lowest responsive, responsible bidders.

In accordance with Public Contract Code 20111, Staff recommends rejecting California Turf and Landscaping's bid as non-responsive for not submitting required bid security.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: June 18, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Award of Request for Proposals 25-14, Security Guard Services

ITEM DESCRIPTION: Included in the Board material is information on Request for Proposals (RFP) 25-14, to provide security patrol and standing guard services for district schools and facilities. The scope of services includes security guards, mobilized vehicles, monitoring district sites, as well as responding to emergency fire and intrusion alarms during non-school hours, the assignment of standing guards for departments, and additional guard service as needed. The proposed agreement is for an initial term of one year, with the option to review it for up to four additional one-year terms. The estimated agreement amount reflects the anticipated cost of one year of patrol services, as well as security coverage for special events.

The Request for Proposals process enables the district to award based on best value, which is determined through an evaluation process that considers all critical criteria such as experience, workforce availability, organizational structure, reference checks, and pricing. The RFP was properly advertised on March 07 and March 12, 2025, and notifications were distributed to 71 vendors. In response, the district received fifteen proposals. Each submission was evaluated based on the proposer's ability to meet or exceed the criteria outlined in the RFP. Following a comprehensive review, staff recommend awarding the contract to the respondent that offers the best value to the district.

Citiguard, Inc. (Fresno, California) estimated a $1,130,000 annual amount.

The RFP scoring matrix is included as an attachment.

FINANCIAL SUMMARY: Sufficient funds in the estimated amount of $700,000 are available in the Risk Management Budget for vehicle patrol and emergency response and stand guard for the district office. Additionally, an estimated amount of $430,000 is available in the Environmental Services budget for standing guards as needed.

PREPARED BY: Bryan Wells, Assistant Superintendent

DIVISION: Instructional Division

CABINET APPROVAL PHONE: (559) 457-3750

CABINET APPROVAL: Interim Chief Academic Officer/Carlos Castillo, Ed.D. Carlos Castillo (May 28, 2025 12:31 PDT)

FRESNO UNIFIED SCHOOL DISTRICT

PROPOSAL SCORING SUMMARY

RFP No. 25-14, SECURITY GUARD SERVICES

Bid Opening Date: April 9, 2019 prior to 2:01 P.M. Buyer: Natalya Tsytsyna

CONTRACTOR	CITY	AWARD
Citiguard, Inc.	**Fresno**	**YES**
Universal Protection Services, Inc.	Madera	NO
Geil Enteprises, LP	Hawthorne	NO
Command International Security Services	Fresno	NO

Award is recommended to the most valuable proposal determined during the committee's evaluation.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: June 18, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Award of Request for Proposals 25-20, USDA Commodity Prepared Foods

ITEM DESCRIPTION: Included in the Board material is information on Request for Proposals (RFP) 25-20, to establish fixed pricing for USDA commodity processed beef, chicken, pork, egg, and cheese products for delivery to the Nutrition Center. Utilizing USDA commodity foods allows schools to contract with state approved commercial food processors to convert raw bulk foods into more convenient, ready-to-use end products to be served in student meals funded by the National School Breakfast and Lunch Program. Commodity foods are offered at a significantly discounted price from commercial products.

The Request for Proposals was lawfully advertised on January 20, 2025, and January 27, 2025. Proposals were opened on February 14, 2025. Notifications were sent to 154 vendors, and the district received thirty-one responses. The RFP process allows for a variety of factors to be considered in addition to price, to identify the best value vendor for the district. Menus for student meals are carefully developed to meet or exceed the requirements while considering student palates, variety, and cost. The award recommendation is based on price, taste testing, food safety, delivery, technology and reports, eat real undesirable ingredients, added sugar, and contracting with minority owned and small businesses. The agreement is for a one-year term with the option to extend for two additional one-year periods. The evaluation panel, comprised of Fresno Unified Nutrition Services staff, recommend the approval of the following vendors:

Acxion Foodservice (Odenton, Maryland) - Line Item: 19
B&S Marketing, Inc. (San Clemente, California) - Line Item: 10
Brookwood Farms, Inc. (Siler City, North Carolina) - Line Items: 76 and 77
Buena Vista Foods (Azusa, California) - Line Items: 12, 18, 53, 55, and 60
Cargill Kitchen Solutions (Monticello, Minnesota) - Line Items: 38 and 42
ES Foods (Woodbury, New York) - Line Items: 16 and 17
Goodman Food Products, dba Don Lee Farms (Inglewood, California) - Line Items: 5, 6, and 8
Hormel Food Sales, LLC (Austin, Minnesota) - Line Items: 83, 84, and 85
J&J Snack Foods Sales Corp. (Mount Laurel Township, New Jersey) - Line Items: 78, 79, and 80
JTM Provisions Company, Inc. (Harrison, Ohio) - Line Items: 4, 39, and 50
Let's Do Lunch, Inc. (Gardena, California) - Line Items: 2, 7, 9, and 47
MCI Foods, Inc. (Santa Fe Springs, California) - Line Items: 11 and 15
Out of the Shell, LLC dba Yangs 5th Taste (South El Monte, California) - Line Item: 27
Red Gold, LLC (Elwood, Indiana) - Line Items: 51 and 82
Rich Chicks, LLC (Gardena, California) - Line Items: 28, 29, 33, and 34
Richandre, Inc. (Carson, California) - Line Item: 63
S.A. Piazza & Assoc., LLC (Clackamas, Oregon) - Line Items: 21 and 52
Savory Life, LLC (Riverview, Florida) - Line Item: 40
Schwan's Food Service, Inc. (Marshall, Minnesota) - Line Items: 13, 36, 61, 64, 65, 66, 68, 69, 70, 71, 72, 73, 74, and 75

Smucker Foodservice, Inc. (Orrville, Ohio) - Line Item: 58
Sysco (Modesto, California) - Line Item: 48
Tasty Brands (Syosset, New York) - Line Items: 49 and 56
Tyson Prepared Foods, Inc. (Springdale, Arkansas) - Line Items: 1, 3, 24, 25, 26, 30, 31, 32, and 35
Wawona Frozen Foods (Clovis, California) - Line Item: 43, 45, and 46

Approval will allow the Nutrition Services Department to utilize commodity prepared food products on an as-needed basis. Purchase orders will be presented to the board for ratification on future purchase order reports.

FINANCIAL SUMMARY: Sufficient funds in the estimated amount of $19,852,515 are available in the Cafeteria Fund budget.

PREPARED BY: Amanda Harvey

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: June 18, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Award of Request for Proposals 25-51, Natural Gas

ITEM DESCRIPTION: Included in the Board material is information on Request for Proposals (RFP) 25-51, Natural Gas, to purchase core natural gas at a capped or fixed rate for all district sites. The procurement of natural gas from a direct supplier allows the district to better manage energy costs, reduce exposure to market fluctuations, and enhances the accuracy of budget forecasting.

The Request for Proposals process enables the district to award based on best value which is determined through an evaluation process that considers all critical criteria such as experience, previous work performance, and financial stability. The RFP was properly advertised on April 25, 2025, and April 28, 2025, and notifications were distributed to 16 vendors. In response, the district received one proposal. The submission was evaluated based on the proposer's ability to meet or exceed the criteria outlined in the RFP. Following a comprehensive review, staff recommend awarding the contract to the respondent that offers the best value to the district.

Commercial Energy of Montana, Inc., dba Commercial Energy of California (Oakland, California) $1,500,000 estimated annual amount for gas procurement charges only.

FINANCIAL SUMMARY: Sufficient funds in the estimated amount of $1,500,000 are available in the Plant Maintenance and Operations budget.

PREPARED BY: Drone Jones

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: June 18, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Rejection of Bid 25-39, Roosevelt High School New Auxiliary Gym

ITEM DESCRIPTION: Included in the Board material is information on Bid 25-39, Roosevelt High School New Auxiliary Gym. The project, as part of an ongoing effort to increase the equity of athletic facilities throughout the district, will add a new 13,300 square foot gymnasium with retractable bleachers which will allow a 918-spectator capacity. The project includes the gym building, a lobby with snack bar and restrooms, two classrooms, as well as additional support spaces. In addition, two new tennis courts will be added adjacent to the existing tennis courts for a total of eight, which will provide the capability to hold official competition tournaments at the site.

The request for bids was lawfully advertised on April 04, 2025. Notifications were sent to 290 firms plus six construction trade publications, and the district received seven responses. Bids were opened on May 08, 2025. Staff recommend rejecting all bids. The project scope will be evaluated for modification and rebid in the future.

FINANCIAL SUMMARY: Rejecting the bids results in no fiscal impact to the district at this time.

PREPARED BY: Ann Loorz

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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

FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 25-39, ROOSEVELT HIGH SCHOOL NEW AUXILIARY GYM

Bid Opening Date: May 08, 2025 prior to 2:00 P.M. Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID ROOSEVLET HS NEW AUXILIARY GYM	ALLOWANCE UNKNOWN/ UNFORESEEN UTILTY ENCOUNTERS	TOTAL BID AMOUNT
~~BDM, Inc.~~	~~Hanford~~	~~$10,875,750~~	~~$250,000~~	~~$11,125,750~~
~~Davis Moreno Construction, Inc.~~	~~Fresno~~	~~$11,185,000~~	~~$250,000~~	~~$11,435,000~~
~~Quiring General, LLC~~	~~Fresno~~	~~$11,518,000~~	~~$250,000~~	~~$11,768,000~~
~~Katch Environmental, Inc.~~	~~Fresno~~	~~$11,524,016~~	~~$250,000~~	~~$11,774,016~~
~~AMG & Associates, Inc.~~	~~Santa Clarita~~	~~$11,670,000~~	~~$250,000~~	~~$11,920,000~~
~~Hilbers, Inc. dba Big S Asphalt Co.~~	~~Yuba City~~	~~$13,161,988~~	~~$250,000~~	~~$13,411,988~~
~~Bobo Construction, Inc.~~	~~Elk Grove~~	~~$13,663,370~~	~~$250,000~~	~~$13,913,370~~

Staff recommends rejecting all bids. The project scope will be evaluated for modification and rebid in the future.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: June 18, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Rejection of Bid 25-54, Fresno High School Pool Improvements

ITEM DESCRIPTION: Included in the Board material is information on Bid 25-54, Fresno High School Pool Improvements. The project consists of resurfacing the pool, replacing mechanical equipment, diving boards, and miscellaneous accessibility upgrades.

The request for bids was lawfully advertised on April 16, 2025. Notifications were sent to 297 firms plus six construction trade publications, and the district received two responses. Bids were opened on May 13, 2025. Staff recommend rejecting all bids. The project scope will be evaluated for modification and rebid in the future.

FINANCIAL SUMMARY: Rejecting the bids results in no fiscal impact to the district at this time.

PREPARED BY: Ann Loorz

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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

FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 25-54, FRESNO HIGH SCHOOL POOL IMPROVEMENTS

Bid Opening Date: May 13, 2025 prior to 2:00 P.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID FRESNO HS POOL IMPROVEMENTS	ADD ALT. 2 RESURFACE CONCRETE	ALLOWANCE UNKNOWN/ UNFORESEEN UTILITY ENCOUNTERS	TOTAL BID AMOUNT	RECOMMENDED AWARD AMOUNT
~~Davis Moreno Construction, Inc.~~	~~Fresno~~	~~$1,210,402~~	~~$36,446~~	~~$100,000~~	~~$1,346,848~~	
~~GCB1, Inc. dba GC Builders~~	~~Fresno~~	~~$1,457,700~~	~~$16,700~~	~~$100,000~~	~~$1,574,400~~	

Staff recommends rejecting all bids. The project scope will be evaluated for modification and rebid in the future.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: June 18, 2025

ACTION REQUESTED: RATIFY

TITLE AND SUBJECT: Ratify Acceptance of Award Letter from MenloEDU

ITEM DESCRIPTION: Included in the Board material is an award letter from MenloEDU approving Curriculum, Instruction, and Professional Learning's grant application. The award amount is $29,130. Funds will be used to support the development of a theory of action aligned with the Fresno Unified School District's Mathematics Vision Statement. The period of performance aligned with funds ends September 30, 2025.

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 (May 19, 2025 16:25 PDT)

2309 Tulare Street,
Fresno, CA 93721
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Contract Routing Form

Contract Attached

Contract Number: 258502

Federal Funding Will Not Be Used

Menlo Education Research Llc	***2143 Harkins Avenue , Menlo Park, Ca, 94025***
Vendor Name	***Address***
5107032798	**Britte Cheng**
Phone Number	***Vendor Contact***
Term (Duration) From: 4/1/2025	**Through: 9/30/2025**
FUSD Contract Administrator: Pamela.Taylor@fresnounified.org	**Instructional Services**
Name	***Site/Dept***

Budget (Fund-Unit-Dept.-Activity-Function-Object) **030 0606 0700 5110 1110 1000**

Contract Amount: $29,130.00 **Authorized as Not to Exceed**

Scope of Work Summary: *To* Address *The Need And Planning Of Theory Of Action For Fresno Unified School District'S Mathematics Vision Statement With Cross-Departmental Network Team.*

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:** Pamela Taylor

2) Reviewed & approved by **Cabinet Level:** Marie E Williams

Carlos Castillo

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

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

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

Routing:BOE Board Date(if applicable): 6/4/2025

Procurement Detail *interagency |*

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*
75% or more of students grades 3-11 are not meeting or exceeding grade level expectations in math as measured by district and state assessments.	A theory of change will be developed to support the roll out of our Fresno Unified Vision for High Quality Mathematics Instruction. By developing a theory of action, we will address our district's historic low achievement in math and create cohesiveness among the different levels and departments within Fresno Unified. The objective is to bring clarity and cohesiveness around our math vision based in the California Mathematics Framework and move Fresno Unified into a successful adoption of high quality materials in 2027.	To address the need for a theory of action and preparing to select high quality math materials, Fresno Unified School District's Cross-Departmental Network Team will: Define the problem by reviewing relevant data and identify the specific issues related to math achievement that needs to be addressed. Articulate the vision statement and share with educational partners within our school district. Set goals by defining the specific outcomes we wish to achieve. Identify inputs such as resources, staff, materials and tools needed to achieve our goal.	*Leadership team will consist of district leaders, site leaders and teachers.*	May 2025 - Retreat Date #1. Complete data review and definition of problem, confirm vision statement and plan for communication, set goals. June 2025 - Retreat Date #2. Identify inputs, activities, outputs and outcomes. September 2025 - Retreat Date #3. Revised inputs, activities, outputs and outcomes. Articulate assumptions and create a visual representation of theory of action.	The theory of change will support change needed within Fresno Unified in order to increase instruction that aligns with the Vision for High Quality Math Instruction. This will be measured in the short term by a decrease of 15 points distance from standard on Math SBAC 2025 to 2026. By June 2027, CDE identified high quality math materials will be piloted across K-12 classrooms, providing feedback from at least 50% of participating teachers.	Build a knowledge base around the Vision for High Quality Math Instruction to ensure that when we move to select new materials, they are high quality and align with the CA Mathematics Framework. By adopting high quality math materials, we will close the achievement gap for students in mathematics. By Spring of 2027, Fresno Unified will have identified high quality material aligned with our Mathematics Vision Statement for purchase an implementation during the 27-28 school year. Training in the high quality material will be in Fall 2028 and will be aligned with our Fresno Unified Vision of

	Outline activities by detailing the actions and strategies we will use to produce outputs. Determine outputs by specifying the immediate results of our activities. Anticipate outcomes by defining short and long-term changes as a result of identified outputs. Make assumptions - note any assumptions that underpin our theory of action. Create a visual representation such as a flow-chart or logic model.		By March 2026, a finalized K-12 Theory of Action for Mathematics will be developed and approved by district leadership, with at least 80% of school site providing feedback during the drafting process.		Mathematics Instruction.

Docusign Envelope ID: 79646E1A-DAB4-438D-9839-99834F5A4494

DEVELOP A THEORY OF ACTION FOR IMPLEMENTATION OF FRESNO UNIFIED'S MATHEMATICS VISION BASED ON THE CALIFORNIA MATHEMATICS FRAMEWORK IN ORDER TO SUPPORT IMPROVED MATH ACHIEVEMENT ALONG WITH ADOPTION OF NEW CURRICULUM IN 2027

Subaward Agreement

Between

Menlo Education Research, LLC
2143 Harkins Avenue
Menlo Park, CA 94025
(MenloEDU)

And

Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721
(Subawardee)

This document (the "Agreement") constitutes an agreement between Menlo Education Research, LLC (MenloEDU) and Fresno Unified School District (Subawardee).

Period of Performance: April 1, 2025 - September 30, 2025

Objective

The objective of this Agreement is to express willingness of both parties to advance the work of the Factors Forum initiative and to document the mutual agreement as to the obligations of the parties under this Agreement.

Prime Contract Information

Prime Funder: Bill and Melinda Gates Foundation
Project Name: GPP CA Convening Implementation Fund "Factors Forum"
Prime Contract Number: INV-077707
Additional **Prime Contract Terms and Conditions are listed in Exhibit 2**, which is explicitly incorporated into this Agreement by reference.

1. ENGAGEMENT and SCOPE OF WORK (collectively, the "Services")

   Subawardee will apply his/her/their skills and knowledge to provide the services described in the attached **Exhibit 1, titled Scope of Work.** The Parties (MenloEDU and Subawardee) may

mutually agree by email to non-material changes to the Scope of Work, including modifying timelines and due dates.

2. CONFIDENTIALITY.

Subawardee will conduct, control, manage, and monitor the Services in compliance with all applicable ethical, legal, regulatory, and safety requirements, including applicable international, national, state, local, institutional, and school district or school network standards and privacy laws ("Requirements") and will obtain and maintain all necessary approvals, consents, and reviews before conducting the applicable activity.

If the performance of this Agreement involves: a. any protected information (including personally identifiable, protected health, or third-party confidential, as well as information that can personally identify children, students, or other vulnerable subjects), Subawardee will not disclose this information to any third party not to MenloEDU or the Prime Funder without obtaining both MenloEDU's and the Prime Funder's prior written approval and all necessary consents to disclose such information.

3. COMPENSATION & REPORTING

a. MenloEDU will pay Subawardee for Services rendered as laid out in the attached **Budget and Budget Justification sections included in the attached Exhibit 1, titled Scope of Work.**
b. Subawardee can elect to be paid by check or through Bank Deposit.
c. Any changes to spending that exceeds 10% of any of the original budgeted line items must be approved by MenloEDU in writing in advance of incurring any expenses.
d. Both a **mid-project report** and a **final report** are required. You will receive a report template that includes sections for: a narrative description of completed activities, a budget spend report, and a formal statement confirming adherence to all terms and conditions.
    i. Subawardee must submit a **mid-project report before receiving the second funding installment.**

4. INTELLECTUAL PROPERTY

Subject to the licenses set forth herein and the additional obligations in Exhibit 2, Subawardee is and will remain the sole and exclusive owner of any newly created data, documents, information and other materials ("Work Product") developed by Subawardee under this Agreement, and of any pre-existing Work Product owned by Subawardee that is included in any Work Product that is provided by Subawardee to MenloEDU under this Agreement, including any and all intellectual property rights in such newly created and pre-existing Work Product. Subawardee hereby grants MenloEDU and the Prime Funder a fully paid-up worldwide sublicensable license to make, use, sell, offer to sell, import, distribute, copy, create derivative works, publicly perform, and display the Work Product.

5. SUBCONTRACTS

Subawardee may not subcontract Services without prior written approval from MenloEDU. Subcontractors listed in the Scope of Work in this Agreement are approved.

6. MISCELLANEOUS

No amendment, waiver or termination or modification of this Agreement shall be binding unless it is in writing and signed by both parties. This Agreement (including exhibits, if any, which are hereby incorporated by reference) constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any and all prior agreements, oral or written, between the parties with respect to the subject matter hereof. This Agreement and the rights and obligations of the parties hereunder shall not be assignable by Subawardee without prior written consent of MenloEDU. MenloEDU may freely assign this Agreement in whole or in part. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives and permitted successors and assigns of the parties hereto. If any provision of this Agreement is for any reason declared to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby. Such invalid or unenforceable provision shall be deemed modified to the extent necessary to render it valid and enforceable. This Agreement shall be governed by the laws of the state of California (disregarding conflict of laws provisions) and adjudicated solely in the venue of the courts of Santa Clara county, California to whose jurisdiction the parties explicitly consent.

This Agreement is accepted and agreed upon by:

Menlo Education Research, LLC

DocuSigned by:
Britte Haugan Cheng
758450D7FC724E5

Britte H. Cheng

Principal and Founder

Date: 4/16/2025

Fresno Unified School District
("Subawardee")

Signed by:
Pamela Taylor
3ED06BD39090447

Authorized Signature

Name: Pamela Taylor

Title: Administrator

Date: 4/24/2025

DISTRICT
Fresno Unified School District

_____
Patrick Jensen, Chief Financial Officer

_____
Date

Approved As To Form:

_____
Stacey Sandoval, Executive Director Risk Management

Jun 2, 2025

_____
Date

Exhibit 1: SCOPE OF WORK

This scope of work will support the development of a theory of action aligned with the Fresno Unified School District's Mathematics Vision Statement. Developing a theory of action regarding our vision for high quality math instruction can significantly support cohesiveness and lead to higher student achievement. This will be supported by creating clear goals and a shared vision, calling out consistency in instruction, and ensuring that we are making data-driven decisions aligned with a culture of continuous improvement. Fresno Unified has established a cross-departmental network team that has begun this work. This team consists of site leaders, curriculum leaders, instructional superintendent, staff from English learner services, Special Education staff, and district math coaches. Funds from this grant will be used to accelerate the work of this team, allowing us to develop a strong theory of action as we enter into adopting new instructional materials.

To address the need for a theory of action and preparing to select high quality math materials, Fresno Unified School District's Cross-Departmental Network Team will:

- Define the problem by reviewing relevant data and identify the specific issues related to
- math achievement that needs to be addressed.
- Articulate the vision statement and share with educational partners within our school
- district.
- Set goals by defining the specific outcomes we wish to achieve.
- Identify inputs such as resources, staff, materials and tools needed to achieve our goal.
- Outline activities by detailing the actions and strategies we will use to produce outputs.
- Determine outputs by specifying the immediate results of our activities.
- Anticipate outcomes by defining short and long-term changes as a result of identified
- outputs.
- Make assumptions - note any assumptions that underpin our theory of action.
- Create a visual representation such as a flow-chart or logic model.

KEY ACTIVITIES AND TIMELINE

KEY ACTIVITY	TIMELINE*
Retreat Date #1. Complete data review and definition of problem, confirm vision statement and plan for communication, set goals.	May 2025
Retreat Date #2. Identify inputs, activities, outputs and outcomes.	June 2025
Retreat Date #3. Revised inputs, activities, outputs and outcomes. Articulate assumptions and create a visual representation of theory of	September 2025

action	

**For any changes to your project's timeline, please reach out to your MenloEDU Contact Person*

PROJECT DELIVERABLES

- Participate in 2-3 virtual meetings with other Factors Forum participants between April and September 2025 to share updates on implementation fund initiatives; Dates TBD.
- July 15, 2025: Mid-Project Report and Mid-Project Budget Spend Report
- October 15, 2025:Final Project Summary and Final Budget Spend Report

PROJECT BUDGET

DESCRIPTION	UNIT COST	BUDGET
Admin subs for participating site administrators (3): $2220/day for each administrator	$2220 x 3	$6660
Location fees: $800 per day	$800 x 3	$2400
Travel/mileage	$200	$200
Supplemental contracts for certificated staff ($928 - 2 people, for 8 hours each)	$928	$928
Materials, supplies, food	$3000	$3000
Contract with outside consultant to facilitate and provide guidance/feedback. Shannah Estep, Compass Learning Partners.	$15,000	$15,000
Indirect Costs at 3.34%	$942	$942
TOTAL:		**$29,130**

PAYMENT SCHEDULE

DATE	DESCRIPTION	TOTAL
Upon execution of	50% of total budget - invoice not needed	$14,565

the contract		
Mid-Project	Remaining funds to be released following mid-project review - invoice not needed	$14,565
TOTAL BUDGET:		**$29,130**

Exhibit 2: ADDITIONAL CONTRACTUAL REQUIREMENTS

Pursuant to the Prime Agreement with the Bill and Melinda Gates Foundation, INV-077707, the following provisions are hereby incorporated into this Subcontract. When necessary to make the context of these clauses applicable to the Subaward, the term "You" or "Contractor" shall mean Subawardee and the term "Agreement" or "Contract" shall mean subaward. Subgrantee agrees to be subject to and comply with all terms and conditions of the Prime Agreement, as applicable, including but not limited to the following:

PROJECT SUPPORT

PROJECT DESCRIPTION AND CHARITABLE PURPOSE

The Foundation is awarding You this contract to carry out the project described in Exhibit 1 in order to further the Charitable Purpose of the Factor Forum initiative.

DATA COLLECTION AND RELEASE TO FOUNDATION

The Foundation may request that You or an appropriate entity: (a) participate in surveys; (b) respond to requests for information; and (c) provide certain data to the Foundation for additional research and evaluation during the term of this Agreement and for 5 years thereafter. You agree (x) to reasonably comply with such requests, and (y) that the Foundation may disseminate such data and research results. Unless otherwise specified in writing, the Foundation will only request data related to individuals that is de-identified or aggregated at a level where such data will not be considered "personally identifiable."

EVALUATION

You agree to notify the Foundation and provide copies of any reports or findings if You conduct or commission any research or evaluation regarding the Project. If You are selected to participate in Foundation-funded research or evaluation relating to the Project, You agree to: (a) designate a primary point of contact; (b) cooperate with the Foundation's evaluation partner as reasonably required to implement an evaluation plan; and (c) provide or facilitate the collection of data as reasonably required; and (d) permit dissemination of resulting reports or finding.

MANAGEMENT OF FUNDS

USE OF FUNDS

You may not use funds provided under this Agreement ("Project Funds") for any purpose other than the Project. You may not use Project Funds to reimburse any expenses You incurred prior to the Start Date. At the Foundation's request, You will repay any portion of Project Funds and/or Income used or committed in material breach of this Agreement, as determined by the Foundation in its discretion.

INVESTMENT OF FUNDS

If You invest Project Funds, You must invest Project Funds in highly liquid investments with the primary objective of preservation of principal (e.g., interest-bearing bank accounts or a registered money market mutual fund) so that the Project Funds are available for the Project. Any Income must be used for the Project.

SEGREGATION OF FUNDS

You must maintain Grant Funds in a physically separate bank account or a separate bookkeeping account maintained as part of Your financial records and dedicated to the Project.

GLOBAL ACCESS

GLOBAL ACCESS COMMITMENT

You will conduct and manage the Project and the Funded Developments in a manner that ensures Global Access. Your Global Access commitments will survive the term of this Agreement. "Funded Developments" means the products, services, processes, technologies, materials, software, data, other innovations, and intellectual property resulting from the Project (including modifications, improvements, and further developments to Background Technology). "Background Technology" means any and all products, services, processes, technologies, materials, software, data, or other innovations, and intellectual property created by You or a third party prior to or outside of the Project used as part of the Project. "Global Access" means: (a) the knowledge and information gained from the Project will be promptly and broadly disseminated; and (b) the Funded Developments will be made available and accessible at an affordable price (i) to people most in need within developing countries, or (ii) in support of the U.S. educational system and public libraries, as applicable to the Project.

HUMANITARIAN LICENSE

Subject to applicable laws and for the purpose of achieving Global Access, You grant the Foundation a nonexclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid up, sublicensable license to make, use, sell, offer to sell, import, distribute, copy, create derivative works, publicly perform, and display Funded Developments and Essential Background Technology. "Essential Background Technology" means Background Technology that is: (a) owned, controlled, or developed by You, or in-licensed with the right to sublicense; and (b) either incorporated into a Funded Development or reasonably required to exercise the license to a Funded Development. You confirm that You have retained sufficient rights in the Funded Developments and Essential Background Technology to grant this license. You must ensure this license survives the assignment or transfer of Funded Developments or Essential Background Technology. On request, You must promptly make available the Funded Developments and Essential Background Technology to the Foundation for use solely under this license. If You demonstrate to the satisfaction of the Foundation that Global Access can best be achieved without this license, the Foundation and You will make good faith efforts to modify or terminate this license, as appropriate.

PUBLICATION

Consistent with Your Global Access commitments, if the Project description specifies Publication or Publication is otherwise requested by the Foundation, You will seek prompt Publication of any Funded Developments consisting of data and results. "Publication" means publication in a peer-reviewed journal or other method of public dissemination specified in the Project description or otherwise approved by the Foundation in writing. Publication may be delayed for a reasonable period for the sole purpose of seeking patent protection, provided the patent application is drafted, filed, and managed in a manner that best furthers Global Access. If You seek Publication in a peer-reviewed journal, You agree to adhere to the Foundation's Open Access Policy available at: www.gatesfoundation.org/How-We-Work/General-Information/Open-Access-Policy, which may be modified from time to time. Nothing in this section shall be construed as requiring Publication in contravention of any applicable ethical, legal, or regulatory requirements. You will mark any Funded Development subject to this clause with the appropriate notice or attribution, including author, date and copyright (e.g., © 20<> <Name>).

INTELLECTUAL PROPERTY REPORTING

During the term of this Agreement and for 5 years after, You will submit upon request annual intellectual property reports relating to the Funded Developments, Background Technology, and any related

agreements using the Foundation's templates or forms, which the Foundation may modify from time to time.

PROHIBITED ACTIVITIES

ANTI-TERRORISM

You will not use funds provided under this Agreement, directly or indirectly, in support of activities (a) prohibited by U.S. laws relating to combating terrorism; (b) with persons on the List of Specially Designated Nationals (www.treasury.gov/sdn) or entities owned or controlled by such persons; or (c) in or with countries or territories against which the U.S. maintains comprehensive sanctions (currently, Cuba, Iran, Syria, North Korea, and the Crimea Region of Ukraine), including paying or reimbursing the expenses of persons from such countries or territories, unless such activities are fully authorized by the U.S. government under applicable law and specifically approved by the Foundation in its sole discretion.

ANTI-CORRUPTION; ANTI-BRIBERY

You will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to the Foundation or the Project, including by assisting any party to secure an improper advantage. Training and information on compliance with these requirements are available at www.learnfoundationlaw.org.

LOBBYING AND ELECTIONEERING PROHIBITION

You may not use Project Funds to influence the outcome of any election for public office or to carry on any voter registration drive. You acknowledge that the Foundation has not earmarked Project Funds to support lobbying activities or to otherwise support attempts to influence legislation. Activities will be conducted consistent with the private foundation lobbying rules and exceptions under Internal Revenue Code Section 4945 and related regulations. You confirm that the Budget (or the combined project budget if there are multiple funders) accurately reflects that You will expend at least the amount of the Project Funds on (a) non-lobbying activities in the project year, or (b) for multiple year projects, the total non-lobbying portion of the project.

OTHER LOBBYING, GIFT, AND ETHICS RULES

You agree to comply with any national, state, local, or other lobbying, gift, and ethics rules applicable to the Project. The Foundation is not retaining or employing You to engage in lobbying activities.

OTHER

PUBLICITY

A Party may publicly disclose information about this Agreement, including the other Party's name, the total amount awarded, and a description of the Project, provided that a Party obtains prior written approval before using the other Party's name for promotional purposes or logo for any purpose. Any public disclosure by You or Your subgrantees, subcontractors, contingent workers, agents, or affiliates must be made in accordance with the Foundation's then-current brand guidelines, which are available at: www.gatesfoundation.org/brandguidelines.

COMPLIANCE WITH LAWS

In carrying out the Project, You will comply with all applicable laws, regulations, and rules and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.

COMPLIANCE WITH REQUIREMENTS

You will conduct, control, manage, and monitor the Project in compliance with all applicable ethical, legal, regulatory, and safety requirements, including applicable international, national, state, local, institutional, and school district or school network standards ("Requirements"). You will obtain and maintain all necessary approvals, consents, and reviews before conducting the applicable activity.

If the Project involves:

a. any protected information (including personally identifiable, protected health, or third-party confidential), You will not disclose this information to the Foundation without obtaining the Foundation's prior written approval and all necessary consents to disclose such information; and/or

b. children, students, or vulnerable subjects, You will obtain any necessary consents and approvals unique to these subjects.

Any activities by the Foundation in reviewing documents and providing input or funding does not modify Your responsibility for determining and complying with all Requirements for the Project.

RELIANCE

You acknowledge that the Foundation is relying on the information You provide in reports and during the course of any due diligence conducted prior to the Start Date and during the term of this Agreement. You represent that the Foundation may continue to rely on this information and on any additional information You provide regarding activities, progress, and Funded Developments.

TERMINATION

The Foundation may modify, suspend, or discontinue any payment of Project Funds or terminate this Agreement if: (a) the Foundation is not reasonably satisfied with Your progress on the Project; (b) there are significant changes to Your leadership or other factors that the Foundation reasonably believes may threaten the Project's success; (c) there is a change in Your control; (d) there is a change in Your tax status; or (e) You fail to comply with this Agreement.

RETURN OF FUNDS

Any Project Funds that have not been used for, or committed to, the Project upon expiration or termination of this Agreement must be (a) returned promptly to the Contractor (on behalf of the Foundation), or (b) applied to another mutually-agreed upon charitable purpose, as directed in writing by the Foundation. Any Income that has not been used for, or committed to, the Project must be applied to another mutually-agreed upon charitable purpose, as directed in writing by the Foundation.

RECORD KEEPING

You will maintain complete and accurate accounting records and copies of any reports submitted to the Foundation relating to the Project. You will retain such records and reports for 4 years after Project Funds have been fully spent. At the Foundation's request, You will make such records and reports available to enable the Foundation to monitor and evaluate how Project Funds have been used or committed.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: June 4, 2025

ACTION REQUESTED: RATIFY

TITLE AND SUBJECT: Ratify Agreement with Black Students of California United

ITEM DESCRIPTION: Included in the Board material is a request for the Board to ratify an agreement with Black Students of California United (BSCU) to continue supporting the Bullard High School Social Justice Project, which was initiated during the 2023/24 academic year. The Bullard High School Social Justice Project initiatives began early in the 2024/25 academic year to ensure continuity of learning and build upon the progress made in the prior year. The request to ratify the agreement with BSCU is based on the timeline of the Provident National Corporation (PNC) Foundation Grant disbursement, which occurred in February 2025, with funds becoming available in March 2025. In order for the work to be completed this year, the work had to begin as soon as possible.

The Office of African American Academic Acceleration was awarded a Provident National Corporation (PNC) Foundation Grant, which was used to continue the previous school year's work at Bullard with an opportunity to participate in a Reparations Project with Black Students of California United.

Black Students of California United, in collaboration with Dr. Angela Barfield, Angela Matthews, and classroom teacher JJ Johnstone, facilitated eight seminar sessions. During these sessions, students developed a mission, vision, and core values for the group and engaged in critical discussions on social justice, student voice, and cultural competency. "The Black Reparations Project" textbook served as the primary instructional resource, guiding students through assignments, group chapter presentations, contemporary event analysis, and weekly seminar discussions.

In addition, students participated in a CALEndow Live watch party featuring John Leguizamo's Fighting for Justice in Work and in Life, which explored themes of equity and advocacy. They also took part in the Legislative Day of Advocacy & Action at the State Capitol, where they engaged in:

- Targeted training on legislative advocacy strategies
- Meet-and-greet sessions with California Black legislators
- Scheduled group meetings with state lawmakers and legislative staff to discuss key policy issues, including health, education, criminal justice, and economic security

FINANCIAL SUMMARY: Sufficient funds in the amount of $25,000 are available in the African American Academic Acceleration budget.

PREPARED BY: Pat Riddlesprigger

DIVISION: Diversity, Equity, & Inclusion

CABINET APPROVAL PHONE: (559) 457-3750

CABINET APPROVAL: Interim Chief Academic Officer, Carlos Castillo, Ed.D. Carlos Castillo (May 9, 2025 17:12 PDT)

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

Fresno Unified School District
PURCHASING

Contract Routing Form

Completed Independent Contract Agreement Attached

Contract Number: 249993

Federal Funding Will Not Be Used

Black Students Of California United	***P.O Box 28175 , Fresno, Ca, 93729***
Vendor Name	***Address***
916-794-2728	**Adonai Mack**
Phone Number	***Vendor Contact***
Term (Duration) From: 1/10/2025	**Through: 6/30/2025**
FUSD Contract Administrator: Lisa.Mitchell@fresnounified.org	**African American Academic Acce**
Name	***Site/Dept***
Budget (Fund-Unit-Dept.-Activity-Function-Object)	**030 0189 0755 5899 1110 1000**
Contract Amount: $25,000.00	**Authorized as Not to Exceed**

Scope of Work Summary: *Program* Development *And Implementation, Provide Transportation, Provide Materials And Supplies, Provide Meals To Students If Needed*

FUSD contract administrator acknowledges all individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein. Yes

Routing Order:

1) Reviewed & approved by **Department:**

Lisa Mitchell

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

Carlos Castillo

3) Vendor

Adonai Mack
Adonai Mack (May 27, 2025 12:03 PDT)

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

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

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

Routing:BOE Board Date(if applicable): 5/28/2025

Procurement Detail |

Independent Contractor Services Agreement

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

GENERAL INFORMATION Contract Number: *249993* Funding: *Federal Funding Will Not Be Used*

School/Department Budget:	**030 0189 0755 5899 1110 1000**
Contractor's Vendor Name:	***Black Students Of California United***
Contractor's Contact Person:	**Adonai Mack**
Contractor's Title:	***President***
Contractor's Telephone Number:	**916-794-2728**
Contractor's E-mail:	***Contact@Blackstudentscu.Us***
Contractor's Address:	***P.O Box 28175 , Fresno, Ca, 93729***

This Independent Contractor Services Agreement is made and entered into effective 1/10/2025 (the "Effective Date") by Fresno Unified School District("District") and ***Black Students Of California United*** ("Contractor").

I. Contractor Services. Contractor agrees to provide

a.) OBJECTIVE: dismantle barriers and ensure that all students, specifically African American/Black students achieve academic excellence and emerge as well-rounded, socially aware individuals ready to lead and uplift their communities.

b.) REQUIREMENTS: {REPLACE WITH YOUR TEXT- criteria, rules, laws, other policy or guidelines}

c.) SPECIFIC TASKS:

• Six sessions will be led by Black Students of California United (BSCU), in-person and remote. Meetings will be bi-monthly.

• Discussions will surround a "theme" including, but not limited to: Social Justice; Student Expression; Safe Student Spaces; Cultural Competency; and Identity Matters

• The Black Reparations Project, A Handbook For Racial Justice, Edited by William Darrity, Jr., A. Kirsten Mullen and Lucas Hubbard and published by the University of California, will be referenced. The students will work in groups and have the responsibility of evidencing collaborative learning by presenting each chapter of the assigned book/article.

• Topic-relevant current events will be introduced for analysis and discussion by the BSCU using power point slides, news articles, videos and podcasts.

• Engage in an in-person Legislative experience to enhance awareness of policies and narrative building.

d.) DELIVERABLES AND DELIVERY SCHEDULE: Professional Service, Program development and implementation, Transportation For in-person experiences (as needed), Curriculum, Materials, Supplies. Required educational supplements and supplies for students. Curriculum development.

BSCU staff for sessions including program development, Meals For students during experiences (if needed)

e.) NOTICE REGARDING LATE DELIVERY: n/a

f.) PERSONNEL/KEY PERSONNEL: BSCU staff

g.) GENERAL ACCEPTANCE CRITERIA: • Students will develop a deepened understanding of various social justice issues and demonstrate an ability to approach situations and conversations with a culturally competent perspective.

• There will be a marked increase in student participation in discussions, projects, and activities centered around social justice topics during the seminar and in their respective AASLA, BSU, Advisor, other programs.

• Students will exhibit enhanced critical thinking skills, especially when discussing or confronting issues related to identity, bias, and societal structures.

• The seminar will foster a stronger sense of community among participants, promoting unity, mutual respect, and shared purpose.

• Students will provide positive feedback on the sessions and show evidence of applying their learnings in real-world situations and their academic and personal lives.

1) The Bullard High School Students along with their classroom teacher JJ. Johnstone will develop a deeper understanding of social activism, legislative policy, and civic engagement through collaboration with Black Students of California United (BSCU) and community partners.

2) The Bullard High School Students will participate in field trips and other learning experiences to enhance their culminating projects on reparations and other Social Justice projects.

• Watch party hosted by California Endowment – “Fighting for Justice in work and in Life” with John Leguizamo (Actor/Activist)

• Legislative Day in Sacramento, CA (BWOPA)

3) Students will be following recent bills that they researched in order to revise PowerPoints to support their efforts to gain a State Seal for their work.

4) The students from Bullard High School will exhibit critical thinking skills when developing their reasoning for what they recommended to their peers about reparations through power point slide presentations.

h.) LOCATION/HOURS OF WORK: School site and virtual

II. Academic Return on Investment

Situation	***Inputs***	***Outputs***		***Outcomes*** *(Must be measurable)*		
Problem and Need	***Investments*** *(e.g., equipment, funds, product, services, staff)*	***Activities*** *What we do*	***Participants*** *Who we reach*	***Short-term*** *(Learning)* *Expect to see*	***Mid-term*** *(Change in Behavior or Performance)* *Want to see*	***Long-term*** *(Change in Condition)* *Hope to see*
The problem to be addressed is the persistent academic disproportionality faced by African American/Black students in education. African American/Black students consistently encounter barriers that hinder their academic and social-emotional success, leading to disparities in outcomes when compared to other student subgroups.	Black Students of California United (BSCU)	Activities will include: 6-8 Social Justice Work themed based sessions Culturally relevant activities and civic engagement opportunities. Develop a deeper understanding of various social justice issues. Demonstrate an ability to approach situations and conversations with a culturally. Revision of PowerPoint Presentations Legislative Day Enrichment Trip Virtual watch party provided by CalEndow-John Leguizamo	Continuation of Bullard High School Social Justice work, targeting 20- 30 students. Focusing on African American/ Black students from BSU, Race & Social Justice Class and Ethnic Studies class.	Ensure full participation and successful revisions of the Reparations project and State Seal of Civic Engagement. Session 3: Participation and attendance 50% of Students Reparations Project quality and scope of projects completion 50% of Students submitted SSCE Application	Achieve full participation and successful revisions of the Reparations project and State Seal of Civic Engagement. Session 6: Participation and attendance 75% of Students Reparations Project quality and scope of projects completion 75% of Students submitted SSCE Application	Achieve full participation and successful revisions of the Reparations project and State Seal of Civic Engagement. Session 8: Participation and attendance 100% of Students Reparations Project quality and scope of projects completion 100% of Students submitted SSCE Application Sessions will provide students with skills to dismantle barriers and ensure they achieve academic excellence and emerge as well-rounded, socially aware individuals ready to lead and uplift their communities.

III. STANDARD TERMS AND CONDITIONS

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

2. Term. This Agreement shall begin on 1/10/2025, and shall terminate on 6/30/2025. There shall be no extension of the term of the Agreement without express written consent from all Parties.

3. Payment. District agrees to pay Contractor at following rate of $25,000.00 per year, not to exceed $25,000.00. Checks will be made payable to . ***Black Students Of California United***. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

4. Incidental Expenses. **No** (If Yes, see a-f)
   a. Lodging $0.00 Actual cost. Not to exceed IRS Travel per diem limits**Receipt Required.*
   b. Meals $0.00 Reimbursement limited to actual cost up to IRS M&IE per diem rates for: Breakfast, Lunch, and Dinner **Receipt Required.*
   c. Travel $0.00 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
   d. Supplies $0.00 As negotiated with school/department contracting for service.
   e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): $25,000.00
   f. Other $0.00

	Yes	No
5. Employment. Contractor must certify by acknowledgment they are **NOT** a current FUSD employee *(including supplemental/non-perm)* ***(must mark Yes to confirm**. If employment relationship exists contact purchasing.)*	○	◉
6. Contractor is a CalPERS or CalSTRS retiree?	○	◉
7. California Residency. Contractor is exempt from nonresident withholding in California	○	◉

8. Report Fraud, Waste and Abuse. By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form by visiting the Report Fraud, Waste, or Abuse link at the bottom of www.fresnounified.org, or navigating direct to https://ppc.cpa/fresno-unified-fraud-alert-form . The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.

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

   Contractor's initials AM AM

10. Anti-discrimination. Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the District's Chief Compliance and Title IX Officer David Chavez, by phone at 559-457-3500, by email at David.Chavez@fresnounified.org, or in person at 2309 Tulare Street Fresno, CA 93721.

11. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice. In the event of early termination, Contractor shall be paid for satisfactory work performed to the date of termination. The District may then proceed with the work in any manner the District deems proper.

Notwithstanding the expiration or termination of this Agreement for any reason (a) any provision of this Agreement that imposes or contemplates continuing obligations on a Party shall survive the expiration or termination of this Agreement, including without limitation, the rights and duties under Paragraphs 12, 13, 15,and 17; and (b) all undisputed fees due and payable hereunder through the termination date in accordance with Paragraphs 3 and 4.

12. Confidential Information

a. For the purposes of this Agreement "Confidential Information" includes any written or oral information or data, disclosed by either Party to the other, which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, administration, plan design, benefits or contractual affairs of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.

b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a "need to know," and who are themselves bound by similar nondisclosure restrictions (collectively, "Representatives"). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the District in writing within three (3) business days of becoming aware of such confirmed disclosure. 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. 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 Agreement.

c. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information.

d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:

i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;

ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the District an opportunity to seek appropriate protection; and

iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.

e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the District. By granting access to Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any Confidential Information. After its review of the Confidential Information Contractor will return to the District all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the District's

permission destroy the Confidential Information and certify in writing that it has been destroyed.

13. Injunctive Relief. Each Party acknowledges that a breach or threatened breach of this Agreement may cause immediate and irreparable harm to the District and that, to protect against such harm, the District may seek from a court of competent jurisdiction the issuance of a restraining order or injunction to prohibit any threatened disclosure or misuse of the District's Confidential Information. Such an action for a restraining order or injunction is in addition to and does not limit all other remedies provided by law or in equity or by Agreement between the Parties.

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

    a. The Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnities, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnities, notwithstanding whether liability is, can be or has yet been established.
    b. The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnities, in any such suit, action or other legal proceeding. The Contractor shall reimburse Indemnities, and each of them, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
    c. Acceptance of insurance certificates and endorsements required under the contract does not relieve the Contractor from liability under this indemnification and hold harmless clause. The requirements of this Section (Indemnification and Hold Harmless) shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

15. Insurance. Without limiting "Contractor" indemnification, it is agreed that "Contractor" shall secure and maintain in force during the term of this Agreement a **Commercial General Liability** policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than two million ($2,000,000) dollars per occurrence, four million ($4,000,000) annual aggregate limit.
    a. **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.
    b. **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.
    c. 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.

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

16. Independent Contractor Status. While engaged in carrying out the terms and conditions of the Agreement, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

17. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.

18. Fingerprinting Requirements. Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees, who may have unsupervised contact outside of the immediate supervision and control, of the pupil's parent or guardian or a school employee, with the District's pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor and its consultants, prior to any of the Contractor 's employees, or those of any other consultants, coming into contact with the District's pupils submit through the DISTRICT fingerprints to the Department of Justice (DOJ) for the monitoring and supervision of employee(s) and/or affiliated constituents. Contractor will not begin work on the Project site until obtaining a DOJ cleared status through the DISTRICT. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant certifies Consultants certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1.

Fingerprinting required per this contract: Yes

"Fingerprinting Requirements," is expressly understood and agreed to by the Parties hereto:

Contractor's initials AM AM District's initials SS

19. Taxes. Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. District will not withhold FICA (Social Security), state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor is independently responsible for the payment of all applicable taxes.

20. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.

21. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.

22. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

23. Waiver and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and

the terms and conditions hereof may be waived, only by a written instrument signed by the Parties or, in the case of a waiver, by the Party waiving compliance. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

24. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior Court in Fresno, California.

25. Attorney's Fees. The non-prevailing party in any dispute under this Agreement shall pay all reasonable costs and expenses, including expert witness fees and attorney's fees, incurred by the prevailing Party in resolving such dispute.

26. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company or to an officer of the corporation for whom it was intended, or if delivered to or sent by registered or certified mail to the last business address known to the person who gives the notice.

District:

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

c: Risk Management
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

Contractor: ***Black Students Of California United***

Name: **Adonai Mack**

Address: ***P.O Box 28175 , Fresno, Ca, 93729***

27. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements applicable for the performance of its duties under this agreement and that failure to do shall constitute material breach.

28. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the terms agreed upon by the Parties with respect to its subject matter. It supersedes all prior or contemporaneous agreements, understandings, or representations, whether oral or written. No evidence of prior or contemporaneous oral agreements or consistent additional terms may be used to contradict, explain, or supplement the terms of this Agreement.

29. Construction. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.

30. Execution of Other Documents. The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

31. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

32. Board Approval. For contracts in excess of **$15,000.00**, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.

IV. VENDOR REQUESTED SPECIAL TERMS AND CONDITIONS (if applicable). In the event of any conflict or inconsistency between these special terms and conditions and the section III Terms and Conditions, the special terms and conditions shall prevail. District's initials SS

The complete Agreement includes and incorporates by reference herein all of the "Contract Documents" which includes: all terms and conditions of this Agreement, Academic Return on Investment Exhibit, provisions of required forms, any appendix, schedules, or attachments, and all modifications, and amendments.

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

DISTRICT

Fresno Unified School District

Patrick Jensen, Chief Financial Officer

Date

CONTRACTOR

Black Students Of California United

Adonai Mack
Adonai Mack (May 27, 2025 12:03 PDT)

Name: **Adonai Mack** , ***Title: President***

May 27, 2025

Date

Approved As To Form:

Stacey Sandoval, Executive Director Risk Management

May 29, 2025

Date

Contract: 249993 BLACK STUDENTS OF CALIFORNIA UNITED

FUSD Contract Administrator: Lisa.Mitchell@fresnounified.org

Attachments

Fresno Unified School District
PURCHASING
4498 N. Brawley
Fresno, CA 93722
559-457-3588

Bullard High School Social Justice Project
2024 – 2025

Scope of Work

Black Students of California United
PO BOX 28175 – Fresno, CA 93729
(916)794-2728 (BSCU)

The Social Justice Sessions will serve as a transformative educational experience, echoing with FUSD/A4's mission to dismantle barriers and ensure that all students, specifically African American/Black students achieve academic excellence and emerge as well-rounded, socially aware individuals ready to lead and uplift their communities.

PROGRAM LOGISTICS

- Six sessions will be led by Black Students of California United (BSCU), in-person and remote. Meetings will be bi-monthly.
- Discussions will surround a "theme" including, but not limited to: Social Justice; Student Expression; Safe Student Spaces; Cultural Competency; and Identity Matters
- The Black Reparations Project, A Handbook For Racial Justice, Edited by William Darrity, Jr., A. Kirsten Mullen and Lucas Hubbard and published by the University of California, will be referenced. The students will work in groups and have the responsibility of evidencing collaborative learning by presenting each chapter of the assigned book/article.
- Topic-relevant current events will be introduced for analysis and discussion by the BSCU using power point slides, news articles, videos and podcasts.
- Engage in an in-person Legislative experience to enhance awareness of policies and narrative building.

EXPECTED OUTCOMES

- Students will develop a deepened understanding of various social justice issues and demonstrate an ability to approach situations and conversations with a culturally competent perspective.

- There will be a marked increase in student participation in discussions, projects, and activities centered around social justice topics during the seminar and in their respective AASLA, BSU, Advisor, other programs.

- Students will exhibit enhanced critical thinking skills, especially when discussing or confronting issues related to identity, bias, and societal structures.

- The seminar will foster a stronger sense of community among participants, promoting unity, mutual respect, and shared purpose.

- Students will provide positive feedback on the sessions and show evidence of applying their learnings in real-world situations and their academic and personal lives.

1) The Bullard High School Students along with their classroom teacher JJ. Johnstone will develop a deeper understanding of social activism, legislative policy, and civic engagement through collaboration with Black Students of California United (BSCU) and community partners.

2) The Bullard High School Students will participate in field trips and other learning experiences to enhance their culminating projects on reparations and other Social Justice projects.

    - Watch party hosted by California Endowment – "Fighting for Justice in work and in Life" with John Leguizamo (Actor/Activist)
    - Legislative Day in Sacramento, CA (BWOPA)

3) Students will be following recent bills that they researched in order to revise PowerPoints to support their efforts to gain a State Seal for their work.

4) The students from Bullard High School will exhibit critical thinking skills when developing their reasoning for what they recommended to their peers about reparations through power point slide presentations.

EVALUATION METHOD

- Organize small focus group sessions during the seminar sessions. This will support understanding what participants found most beneficial, and areas of potential improvement.

- Track attendance and participation rates for sessions and track active participation to ensure high engagement levels. This will support continued programming by recording student demographics (grade, gender)

DATE OF SERVICE

January 10, 2025 – June 30, 2025

COST

Total coast for all services, including Vendor, Transportation, Curriculum, Materials, Supplies, Program Staff Salaries, and any meals required for learning experiences will not exceed $25,000. Proposed budget template is attached.

Item	**Description**	**Unit Cost**	**Total**
Professional Service	Program development and implementation	$7,000	$7,000
Transportation	For in-person experiences (as needed)	$3,000	$3,000
Curriculum, Materials, Supplies	Required educational supplements and supplies for students. Curriculum development.	$1,500	$1,500
Programming Staff Salaries	BSCU staff for sessions including program development	$8,000	$8,000
Meals	For students during experiences (if needed)	$3,000	$3,000
Additional costs	Fresno Unified Administrative Fee	$2,500	$2,500
TOTAL		**$25,000**	**$25,000**

Submitted by BSCU Leadership Team

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: June 18, 2025

ACTION REQUESTED: RATIFY

TITLE AND SUBJECT: Ratify Agreement with California School Management Systems, Inc.

ITEM DESCRIPTION: Included in the Board material is an agreement with California School Management Systems, Inc. (CSM, Inc.) CSM facilitates the district's federal E-Rate program for school internet access, telecommunications, bus wi-fi, internal connections, and basic maintenance. The federal E-Rate program funds between 85% and 90% of the cost of the district's telecommunications and internet services. The agreement is coming as a Ratify due to staff transition resulting in the agreement being omitted from the bundled contract process.

FINANCIAL SUMMARY: Sufficient funds in the amount of $100,000 annually have been budgeted and are available in the district's Unrestricted General Fund.

PREPARED BY: Tami Lundberg

DIVISION: Information Technology

CABINET APPROVAL PHONE: (559) 457-3560

CABINET APPROVAL: Chief Technology Officer/Tami Lundberg/ Tami Lundberg

2309 Tulare Street,
Fresno, CA 93721
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www.fresnounified.org

Fresno Unified School District
PURCHASING

Contract Routing Form

Contract Attached

Contract Number: 262484

Federal Funding Will Not Be Used

California School Management Group	***P O Box 4408 , El Dorado Hills, Ca, 95762-0018***
Vendor Name	***Address***
909/944-7798	**Kimberly Friends**
Phone Number	***Vendor Contact***
Term (Duration) From: 7/1/2024	**Through: 6/30/2025**
FUSD Contract Administrator: Jack.Pambukyan@fresnounified.org	**Technology Services**
Name	***Site/Dept***
Budget (Fund-Unit-Dept.-Activity-Function-Object)	**030 0140 0923 5900 0000 8100**
Contract Amount: $100,000.00	**Authorized as Not to Exceed**

Scope of Work Summary: *The* Service *To Be Provided Ensures The District'S E-Rate Filings For Category One And Two Applications Comply With Fcc And Sld Guidelines, Covering Form Completion And Submission Throughout The Agreement Term.*

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:** Jack Pambukyan

2) Reviewed & approved by **Cabinet Level:** Tami Lundberg

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

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

Please return signed agreement back to (name/email) : Cheng.Yang2@Fresnounified.Org

Routing:BOE Board Date(if applicable): 6/18/2025

II. Academic Return on Investment

Situation	***Inputs***	***Outputs***		***Outcomes*** *(Must be measurable)*		
Problem and Need	***Investments*** *(e.g., equipment, funds, product, services, staff)*	***Activities*** *What we do*	***Participants*** *Who we reach*	***Short-term*** *(Learning)* *Expect to see*	***Mid-term*** *(Change in Behavior or Performance)* *Want to see*	***Long-term*** *(Change in Condition)* *Hope to see*
Schools and libraries often struggle with securing funding for essential technology infrastructure. E-rate consultants help navigate the complex application process, ensuring compliance and maximizing funding opportunities.	Investment includes hiring experienced consultants, training staff on E-rate regulations, and implementing technology upgrades that align with funding requirements.	Consultants assist with bid preparation, compliance monitoring, application submission, and long-term planning for technology investments.	*Key stakeholders include school administrators, IT directors, finance officers, and government agencies overseeing E-rate funding.*	Immediate benefits include securing funding for current technology needs, ensuring compliance, and avoiding application errors.	Over a few years, schools can improve their technology infrastructure, enhance digital learning, and optimize funding strategies.	Sustained benefits include a well-funded, future-proofed technology ecosystem, improved student outcomes, and continued access to E-rate funding.

CONTRACT FOR E-RATE COMPLIANCE SERVICES

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

RECITALS

A. District desires to have a Consultant to prepare documentation, forms and applications regarding the Federal Communications Commission ("FCC") E-Rate program.

B. District has the authority to enter into an Agreement with a Consultant for purposes of complying with the FCC E-Rate program.

C. Consultant is duly qualified to provide the services called for in this Agreement in consideration for the fee stipulated in this Agreement.

I. CONSULTANT'S RESPONSIBILITIES – SCOPE OF SERVICE

1. Shall provide to District completed forms and processes related to all Category One and Category Two applications of the Federal Communications Commission E-Rate filings with the schools and library division ("SLD") during the term of this Agreement as shown in Section IV., 1. Services provided under this agreement to include the following:

    - Assist and coordinate the preparation and filing of FCC Forms: 470, 471, 486 and 500.
    - Assist and coordinate the preparation and filing of:
        - Item 21 Attachments
        - Form 472 (Billed Entity Applicant Reimbursement Form BEAR) and/or vendor specific discount forms (i.e. Data Gathering Form, Existing Services List, etc.)
        - Implementation Deadline Extension Request (ImDER)
        - Invoice Deadline Extension Request (IDER)
        - Service Provider Identification Number (SPIN) Change Requests
        - Service Substitution Requests
        - Service Certifications
        - Program Integrity Assurance (PIA)
        - Payment Quality Assurance (PQA) requests

2. Act as District's main point of contact with the SLD.

3. Assist District on E-Rate compliance including updates on rule or regulatory changes, as applicable.

II. DISTRICT RESPONSIBILITIES

1. Provide all required information and data for filing all forms with the SLD in a timely manner and all required and requested data for filing the Form 471 at least thirty (30) days prior to USAC's Form 471 filing deadline.
2. Adhere to E-Rate rules, procedures and regulations established by the FCC and other applicable regulatory agencies.
3. Take such official action, such as review of Consultants drafts and promptly sign and return all forms required for filing with a third party in a timely manner so that Consultant can perform its obligations under this Agreement.

4. Promptly pay Consultant its fee for services rendered. All payments are due and payable within 30 days after delivery to the District of the invoice.
5. Sign, date and certify all forms filed by Consultant on District's behalf.

III. COST

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

   Base contract amount ("Base Amount") of **$85,000** per annum plus;

   An amount equal to six percent (6%) of Category Two applications per annum, submitted during the Term of this Agreement, not to exceed a total amount of $15,000 ("C2 Amounts").

   Invoices for the Base Amount will be provided monthly (or quarterly) continuing through June 3, 2025.

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

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

IV. MISCELLANEOUS

1. **Term.** The initial term ("Term") of this Agreement shall be one (1) year commencing as of July 1, 2024, or upon execution (whichever is later), through June 30, 2025.

2. **Modifications.** This Agreement may be modified only by a written amendment to this Agreement, executed by both parties.

3. **Independent Contractor.** While engaged in carrying out and complying with the terms and conditions of the Agreement, Consultant is an independent contractor and not an officer, employee, or agent of the District.

4. **Additional Compliance Services not included in SECTION I CONSULTANT RESPONSIBILITIES – SCOPE OF SERVICE.**
   A. Services and costs in this section are not included in Section I (Consultant Responsibilities – Scope of Service) and Section III (Cost). At the written request of the District, the Consultant may provide the additional Compliance Services listed below, based upon the following hourly rates.

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

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

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

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

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

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

8. **Termination.** Except as otherwise provided in this Agreement, either Party may immediately terminate this Agreement, upon written notice to the other Party, if either Party materially breaches the responsibilities set forth in Section I, Consultant's Responsibilities and Section II, District Responsibilities, respectively.

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

Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

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

10. **Limitation of Liability**. The aggregate liability in connection with any claim arising out of or relating to this agreement whether in contract, tort or otherwise, shall be limited to an amount equivalent to the fee(s) paid by the District to Consultant for services performed pursuant to this Agreement.

Consultant shall not in any circumstances be liable to District, whether in contract, tort or otherwise, for any special, indirect, incidental, or consequential damages of any kind whatsoever whether Consultant is made aware in any way due to, resulting from, or arising in connection with the services performed by Consultant pursuant to this Agreement. District's right to monetary damages listed above in that amount shall be in lieu of all other remedies that District may have.

11. **Insurance.** It is agreed that Consultant shall secure and maintain in force during the term of this Agreement a Commercial General Liability policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than one million ($1,000,000) dollars per occurrence, two million ($2,000,000) annual aggregate limit. Business automobile Liability Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than one million ($1,000,000) dollars per occurrence.

12. **Governing Law.** The validity of this Agreement and each of its terms and provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with the law of the State of California.

13. **Authority**. The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to execute and contractually bind their respective legal entities.

14. **Entire Agreement.** This Agreement supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this Agreement. This Agreement contains all of the covenants and agreements between the parties with respect to the subject of this Agreement, and each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except the covenants and agreements embodied in this Agreement. No agreement, statement, or promise not contained in this Agreement shall be valid or binding on the parties with respect to the subject of this Agreement.

Executed in Fresno, CA This 18th day of June, 2025.

_____, **Vice President**
David T. Cichella

_____, Title Chief Financial Officer

Patrick Jensen
_____Print Name
Fresno Unified School District

DISTRICT
Fresno Unified School District

_____
Stacey Sandoval, Executive Director Risk Management

Jun 6, 2025
_____
Date

AUTHORITY TO COMMUNICATE – Letter of Agency (LOA)

This ATC/LOA (Agreement) entered into on this 18th day of June, 2025 by and between **CSM Consulting, Inc.**, *Consultant Registration Number 16043564*, a California Corporation ("Consultant") and **Fresno Unified School District**, a local education agency ("District"). Consultant's authority to communicate shall remain in effect during the term of the "E-Rate Services" consulting contract.

Consultant and District determines it is necessary to prepare documentation, forms and applications regarding the Federal Communications Commission ("FCC") E-Rate program.

District grants to Consultant the authority to investigate and communicate, in any form, with any telecommunication company, service provider, the FCC or the Schools and Libraries Division with regard to the E-Rate Program on District's behalf. Consultant acknowledges that nothing contained herein shall constitute a principal and agent relationship or be construed to evidence the intention of the District to constitute such. The District represents and warrants that the officer executing this Agreement has been duly authorized.

The term of this assignment is from the date of final execution (above) June 30, 2025. When executed, this agreement is authorization for all employees of Consultant to communicate on behalf of the District in performance of the duties outlined herein.

Fresno Unified School District

Name: _____

Print Name: Patrick Jensen

Title: Chief Financial Officer

Date: _____

Name: _____

Print Name: Stacey Sandoval

Title: Executive Director Risk Management

Date: Jun 6, 2025

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: June 18, 2025

ACTION REQUESTED: RATIFY

TITLE AND SUBJECT: Ratify Agreement with the San Diego County Office of Education

ITEM DESCRIPTION: Included in the Board material is an agreement with the San Diego County Office of Education (SDCOE) to subcontract with Fresno Unified School District in support of the development of the 2026 Personal Finance Curriculum Guide in alignment with Assembly Bill 2927. AB 2927 mandates the inclusion of a one-semester course in personal finance as a high school graduation requirement starting with students graduating in the 2030/31 school year.

The California Department of Education (CDE) is partnering with Fresno Unified to lead the statewide development of the 2026 Personal Finance Curriculum Guide. This agreement is submitted for ratification due to the time-sensitive need to begin receiving technical expertise and support in implementation planning, instructional strategy guidance, professional development recommendations, and community engagement strategies during the first year (April-June 2025) of the two-year contract with SDCOE.

In Year Two (July 2025- June 2026), SDCOE will assist with incorporating feedback from the Subject Matter Committee and public comment periods, as well as help vet supplemental resources for the guide. Their support ensures the guide will be equitable, accessible, and aligned with state standards and statutory requirements.

Funds expended for this agreement will be reimbursed by the pending agreement with CDE for the execution of these responsibilities.

FINANCIAL SUMMARY: Sufficient funds in the amount of $20,000 are available in the Curriculum, Instruction and Professional Development General Fund.

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 (Jun 2, 2025 15:08 PDT)

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

Fresno Unified School District
PURCHASING

Contract Routing Form

Completed Independent Contract Agreement Attached

Contract Number: 244779

Federal Funding Will Not Be Used

San Diego Co Office Of Ed	***6401 Linda Vista Road , San Diego, Ca, 92111-7399***
Vendor Name	***Address***
858-295-6662	**Michael Simonson**
Phone Number	***Vendor Contact***
Term (Duration) From: 4/30/2025	**Through: 6/30/2026**
FUSD Contract Administrator: Pamela.Taylor@fresnounified.org	**Instructional Services**
Name	***Site/Dept***
Budget (Fund-Unit-Dept.-Activity-Function-Object)	**070 0761 0700 5899 7127 6000**
Contract Amount: $20,000.00	**Authorized as Not to Exceed**

Scope of Work Summary: *Sdcoe* Will *Assist In Drafting Implementation Models, Courses, Professional Development Needs, Help Review And Revise The Suggested Revisions And Vet Newly Identified Resources For The Personal Finance Curriculum Guide.*

FUSD contract administrator acknowledges all individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein. Yes

Routing Order:

1) Reviewed & approved by **Department:** Pamela Taylor

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

3) Vendor Michael Simonson
Michael Simonson (Jun 4, 2025 13:21 PDT)

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

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

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

Routing:BOE Board Date(if applicable): 6/18/2025

Procurement Detail |

Independent Contractor Services Agreement

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

GENERAL INFORMATION Contract Number: *244779* Funding: *Federal Funding Will Not Be Used*

School/Department Budget:	**070 0761 0700 5899 7127 6000**
Contractor's Vendor Name:	***San Diego Co Office Of Ed***
Contractor's Contact Person:	**Michael Simonson**
Contractor's Title:	***Deputy Superintendent, Chief Business Officer***
Contractor's Telephone Number:	**858-295-6662**
Contractor's E-mail:	***Contracts@Sdcoe.Net***
Contractor's Address:	***6401 Linda Vista Road , San Diego, Ca, 92111-7399***

This Independent Contractor Services Agreement is made and entered into effective 4/30/2025 (the "Effective Date") by Fresno Unified School District ("District") and ***San Diego Co Office Of Ed*** ("Contractor").

I. Contractor Services. Contractor agrees to provide

1. Objective: Fresno Unified School District and San Diego Superintendent of Schools, on behalf of Learning and Leadership Division, hereinafter referred to as County or SDCOE will enter into agreement. SDCOE will provide expertise and support to Fresno Unified School District in developing Personal Finance Curriculum Guide over a two year period beginning in April 2025 and ending in June 2026. SDCOE will be helping to ensure the Personal Finance curriculum guide is comprehensive, accessible, and tailored to California's diverse student population while aligning with the State Board of Education's Foundational Principles and statutory requirements.

2. Requirements: N/A

3. Specific Tasks:

For Year 1, SDCOE will:

-SDCOE will provide support in organizing and developing a comprehensive implementation plan that addresses the varied needs of schools and districts across the state

-SDCOE will help identify and provide guidance on instructional strategies that align with the SBE-approved principles and ensure effective learning outcomes for California's diverse student population

-SDCOE will support the development of strategies and tools for schools and districts to build community partnerships that enhance personal finance education

For Year 2, SDCOE will:

-SDCOE will support the review and revision process

-SDCOE will support the vetting of resources

4. DELIVERABLES AND DELIVERY SCHEDULE: N/A

5. NOTICE REGARDING LATE DELIVERY: N/A

6. PERSONNEL/KEY PERSONNEL: Jeff Allen (FUSD), Matthew Hayes (SDCOE)

7. GENERAL ACCEPTANCE CRITERIA: N/A

8.LOCATION/HOURS OF WORK: Location - Online, Hours - TBD

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*
California's new requirement for a standalone one-semester Personal Finance course (AB 2927) necessitates a comprehensive, accessible, and equity-centered curriculum guide to ensure high-quality, consistent implementation across all districts. Many districts—especially smaller or rural ones—require support in identifying effective models for implementation, instruction, and community engagement. Without guidance grounded in best practices, accessibility standards, and inclusive pedagogy, the resulting variability could limit the impact of the new graduation requirement and exacerbate educational inequities.	A subcontract with the San Diego County Office of Education (SDCOE) totaling $20,000 across two years (April 2025 – June 2026).	Develop implementation models and professional development guidance Recommend pedagogical strategies and assessment practices Propose community partnership models and real-world learning integrations Support incorporation of feedback following SMC and public comment periods Vet instructional resources for inclusion in the guide Collaborate through virtual meetings with Fresno Unified and CDE	California Personal Finance Curriculum Guide development team Teachers, administrators, and district leaders statewide Students and families across diverse regions and backgrounds Local financial institutions and community-based organizations	Clearly articulated implementation models tailored to diverse district needs • Guidance for equitable and engaging instructional strategies • Materials to support districts in establishing community partnerships • Clear articulation of assessment methods aligned with project goals Monitored through: • Review of draft deliverables from SDCOE throughout the process • Collaborative working sessions and written feedback from the development team • Documentation of virtual meetings and input provided Timeline:	• Development team integrates SDCOE's models and strategies into the guide • CDE and Subject Matter Committee recognize SDCOE contributions in revised drafts • Increased awareness among districts of strategies for implementation and support • Resource vetting and integration aligned to student access and engagement goals Monitored through: • Evidence of SDCOE input in revised drafts post-SMC (July 1st – August 31st, 2025) • Refined resource list following public comment (November 1st, 2025–March 3rd, 2026) • Stakeholder	• Equitable implementation of high-quality personal finance instruction across California • Improved student outcomes in financial literacy statewide • Stronger partnerships between schools and communities supporting real-world learning • Sustainable professional development and instructional practices embedded across districts Measured through: • Implementation practices and outcomes • Student diagnostic assessments aligned with NGPF and CDE standards • Evidence of increased access and engagement in personal finance learning Timeline: • Task2B deliverables will be completed by

			• All Task 1 deliverables will be completed and by SDCOE on or before May 14th. 2025.	feedback on clarity and usability of implementation guidance Timeline: • Task2A deliverables will be completed by SDCOE on or before August 29th, 2025	SDCOE on or before March 3rd, 2026.

III. STANDARD TERMS AND CONDITIONS

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

2. Term. This Agreement shall begin on 4/30/2025, and shall terminate on 6/30/2026. There shall be no extension of the term of the Agreement without express written consent from all Parties.

3. Payment. District agrees to pay Contractor at following rate of $20,000.00 per n/a, not to exceed $20,000.00. Checks will be made payable to ***San Diego Co Office Of Ed***. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

4. Incidental Expenses. **No** (If Yes, see a-f)
   a. Lodging $0.00 Actual cost. Not to exceed IRS Travel per diem limits**Receipt Required.*
   b. Meals $0.00 Reimbursement limited to actual cost up to IRS M&IE per diem rates for: Breakfast, Lunch, and Dinner **Receipt Required.*
   c. Travel $0.00 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
   d. Supplies $0.00 As negotiated with school/department contracting for service.
   e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): $20,000.00
   f. Other $0.00

	Yes	No
5. Employment. Contractor must certify by acknowledgment they are **NOT** a current FUSD employee *(including supplemental/non-perm)* ***(must mark Yes to confirm**. If employment relationship exists contact purchasing.)*	◉	○
6. Contractor is a CalPERS or CalSTRS retiree?	○	◉
7. California Residency. Contractor is exempt from nonresident withholding in California	○	◉

8. Report Fraud, Waste and Abuse. By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form by visiting the Report Fraud, Waste, or Abuse link at the bottom of www.fresnounified.org, or navigating direct to https://ppc.cpa/fresno-unified-fraud-alert-form . The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.

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

   Contractor's initials MS MS

10. Anti-discrimination. Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the District's Chief Compliance and Title IX Officer David Chavez, by phone at 559-457-3500, by email at David.Chavez@fresnounified.org, or in person at 2309 Tulare Street Fresno, CA 93721.

11. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice. In the event of early termination, Contractor shall be paid for satisfactory work performed to the date of termination. The District may then proceed with the work in any manner the District deems proper.

Notwithstanding the expiration or termination of this Agreement for any reason (a) any provision of this Agreement that imposes or contemplates continuing obligations on a Party shall survive the expiration or termination of this Agreement, including without limitation, the rights and duties under Paragraphs 12, 13, 15,and 17; and (b) all undisputed fees due and payable hereunder through the termination date in accordance with Paragraphs 3 and 4.

12. Confidential Information

a. For the purposes of this Agreement "Confidential Information" includes any written or oral information or data, disclosed by either Party to the other, which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, administration, plan design, benefits or contractual affairs of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.

b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a "need to know," and who are themselves bound by similar nondisclosure restrictions (collectively, "Representatives"). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the District in writing within three (3) business days of becoming aware of such confirmed disclosure. 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. 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 Agreement.

c. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information.

d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:

i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;

ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the District an opportunity to seek appropriate protection; and

iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.

e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the District. By granting access to Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any Confidential Information. After its review of the Confidential Information Contractor will return to the District all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the District's

permission destroy the Confidential Information and certify in writing that it has been destroyed.

13. Injunctive Relief. Each Party acknowledges that a breach or threatened breach of this Agreement may cause immediate and irreparable harm to the District and that, to protect against such harm, the District may seek from a court of competent jurisdiction the issuance of a restraining order or injunction to prohibit any threatened disclosure or misuse of the District's Confidential Information. Such an action for a restraining order or injunction is in addition to and does not limit all other remedies provided by law or in equity or by Agreement between the Parties.

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

    a. The Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnities, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnities, notwithstanding whether liability is, can be or has yet been established.
    b. The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnities, in any such suit, action or other legal proceeding. The Contractor shall reimburse Indemnities, and each of them, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
    c. Acceptance of insurance certificates and endorsements required under the contract does not relieve the Contractor from liability under this indemnification and hold harmless clause. The requirements of this Section (Indemnification and Hold Harmless) shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

15. Insurance. Without limiting "Contractor" indemnification, it is agreed that "Contractor" shall secure and maintain in force during the term of this Agreement a **Commercial General Liability** policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than two million ($2,000,000) dollars per occurrence, four million ($4,000,000) annual aggregate limit.
    a. **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.
    b. **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.
    c. 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.

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

16. Independent Contractor Status. While engaged in carrying out the terms and conditions of the Agreement, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

17. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.

18. Fingerprinting Requirements. Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees, who may have unsupervised contact outside of the immediate supervision and control, of the pupil's parent or guardian or a school employee, with the District's pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor and its consultants, prior to any of the Contractor 's employees, or those of any other consultants, coming into contact with the District's pupils submit through the DISTRICT fingerprints to the Department of Justice (DOJ) for the monitoring and supervision of employee(s) and/or affiliated constituents. Contractor will not begin work on the Project site until obtaining a DOJ cleared status through the DISTRICT. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant certifies Consultants certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1.

Fingerprinting required per this contract: Yes

"Fingerprinting Requirements," is expressly understood and agreed to by the Parties hereto:

Contractor's initials MS MS District's initials SS

19. Taxes. Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. District will not withhold FICA (Social Security), state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor is independently responsible for the payment of all applicable taxes.

20. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.

21. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.

22. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

23. Waiver and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and

the terms and conditions hereof may be waived, only by a written instrument signed by the Parties or, in the case of a waiver, by the Party waiving compliance. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

24. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior Court in Fresno, California.

25. Attorney's Fees. The non-prevailing party in any dispute under this Agreement shall pay all reasonable costs and expenses, including expert witness fees and attorney's fees, incurred by the prevailing Party in resolving such dispute.

26. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company or to an officer of the corporation for whom it was intended, or if delivered to or sent by registered or certified mail to the last business address known to the person who gives the notice.

District:

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

c: Risk Management
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

Contractor: ***San Diego Co Office Of Ed***

Name: **Michael Simonson**

Address: ***6401 Linda Vista Road , San Diego, Ca, 92111-7399***

27. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements applicable for the performance of its duties under this agreement and that failure to do shall constitute material breach.

28. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the terms agreed upon by the Parties with respect to its subject matter. It supersedes all prior or contemporaneous agreements, understandings, or representations, whether oral or written. No evidence of prior or contemporaneous oral agreements or consistent additional terms may be used to contradict, explain, or supplement the terms of this Agreement.

29. Construction. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.

30. Execution of Other Documents. The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

31. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

32. Board Approval. For contracts in excess of **$15,000.00**, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.

IV. VENDOR REQUESTED SPECIAL TERMS AND CONDITIONS (if applicable). In the event of any conflict or inconsistency between these special terms and conditions and the section III Terms and Conditions, the special terms and conditions shall prevail. District's initials SS

The complete Agreement includes and incorporates by reference herein all of the "Contract Documents" which includes: all terms and conditions of this Agreement, Academic Return on Investment Exhibit, provisions of required forms, any appendix, schedules, or attachments, and all modifications, and amendments.

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

DISTRICT

Fresno Unified School District

Patrick Jensen, Chief Financial Officer

Date

CONTRACTOR

San Diego Co Office Of Ed

Michael Simonson
Michael Simonson (Jun 4, 2025 13:21 PDT)

Name: **Michael Simonson** , ***Title: Deputy Superintendent, Chief Business Officer***

Jun 4, 2025

Date

Approved As To Form:

Stacey Sandoval, Executive Director Risk Management

Jun 6, 2025

Date

Contract: 244779 SAN DIEGO CO OFFICE OF ED

FUSD Contract Administrator:
Pamela.Taylor@fresnounified.org

Attachments

Fresno Unified School District
PURCHASING
4498 N. Brawley
Fresno, CA 93722
559-457-3588

Scope of Work

San Diego County Office of Education (SDCOE) Subcontract

- Contact: Matthew Hayes (mahayes@sdcoe.net)

Dollar Amount: $20,000.00

I. General Scope

The San Diego County Office of Education (SDCOE) will provide expertise and support to Fresno Unified School District (FUSD) in fulfilling its contract with the California Department of Education (CDE) for the development of a Personal Finance Curriculum Guide. SDCOE's contributions will help ensure the curriculum guide is comprehensive, accessible, and tailored to California's diverse student population while aligning with the State Board of Education's (SBE) Foundational Principles and statutory requirements.

II. Scope of Work & Responsibilities: Tasks

The contract with the San Diego County Office of Education will extend over two budget years, pending approval by the CDE.

YEAR ONE – April 2025, through June 30, 2025

TASK 1: Preparatory Work

<u>1A. Implementation Planning and Guidance</u>

- SDCOE will provide support in organizing and developing a comprehensive implementation plan that addresses the varied needs of schools and districts across the state. This includes:
  - Identifying implementation models that accommodate districts of different sizes, geographic locations, and resource availability.
  - Outlining best practices for course scheduling and integration within different school structures (e.g., semester-based vs. year-long courses).
  - Providing guidance on professional development strategies to ensure educators are equipped to deliver high-quality personal finance instruction.

<u>1B. Instructional Strategies & Pedagogical Approaches</u>

- SDCOE will help identify and provide guidance on instructional strategies that align with the SBE-approved principles and ensure effective learning outcomes for California's diverse student population. This includes:
  - Recommending evidence-based instructional practices such as real-world applications, project-based learning, case studies, and multimedia resources.
  - Identifying strategies to support multilingual learners, students with disabilities, and students from diverse socioeconomic backgrounds.
  - Ensuring curriculum materials align with California's Common Core Standards, media literacy requirements, and digital finance topics.
  - Providing guidance on the development and integration of formative, summative, and authentic assessment approaches that support ongoing feedback, evaluate overall learning outcomes, and measure student understanding through meaningful, real-world tasks and performance-based evaluations.

1C. Community Connections & Real-World Learning Opportunities

- SDCOE will support the development of strategies and tools for schools and districts to build community partnerships that enhance personal finance education. This includes:
  - Developing strategies for engaging local financial institutions, nonprofit organizations, and industry professionals in classroom learning.
  - Identifying best practices for soliciting guest speakers and organizing financial literacy events for students, families, and communities.

Deliverables & Timeline

Task	Description	Timeline
1A.	Assist in drafting implementation models, course structures, and professional development needs.	**April–May 14, 2025**
1B.	Recommend key pedagogical approaches and provide examples of effective personal finance teaching strategies—possibly accompanied by corresponding vignettes—as well as guidance on assessment practices.	**April –May 14, 2025**
1.C	Develop materials and guidance to assist districts in the creation of industry connections, student experiences, and community outreach events.	**April –May 14, 2025**

Collaboration & Meetings

- SDCOE will attend virtual meetings with FUSD and CDE as needed.

YEAR TWO – July 1, 2025, through June 30, 2026

TASK 2: Incorporating Feedback & Draft Revision

2A. Support the Review and Revision Process

- After the July 2, 2025, Subject Matter Committee (SMC) meeting, in collaboration with CDE staff, the subcontractor will help review and incorporate suggested revisions.

2B. Support the Vetting of Resources

- After the October 2025, public comment period, the subcontractor will help vet newly identified resources as well as support their integration into the Personal Finance Curriculum Guide.

Deliverables & Timeline

Task	Description	Timeline
2A.	Review and incorporate suggested revisions resulting from CDE and SMC feedback.	**July 2 – August 29, 2025**
2B.	Help vet, and when appropriate, incorporate resources identified during the October public comment period.	**November – May 2026**

Collaboration & Meetings

- SDCOE will attend virtual meetings with FUSD and CDE as needed.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: June 18, 2025

ACTION REQUESTED: RATIFY

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Ratify Change Orders for the Projects Listed Below

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

Bid 23-23, Ericson Elementary School New Multipurpose Building and Interim Housing, Change Order 10 (Multipurpose Building) includes but may not be limited to adding the following: digital video recorder, flush valves, handrails, demolition, rubber base, framing, painting, striping, and 47 days to the contract duration.

Original Contract Amount (Multipurpose Building and Interim Housing) $10,343,286

Original Contract Amount (Interim Housing): $1,638,618
Change Order(s) previously ratified: $97,404
Current Contract Amount: $1,736,022

Original Contract Amount (Multipurpose Building): $8,704,668
Change Order(s) previously ratified: $333,282
Change Order 10 presented for ratification: $48,483
New Contract Amount: $9,086,433

New Contract Amount (Multipurpose Building and Interim Housing): $10,822,455

Bid 23-33, Del Mar Elementary School New Multi-Purpose Building (MPB), Change Order 5 (MPB) includes but may not be limited to adding the following: acoustic ceiling, data infrastructure, curtain valance, condensate drain, access doors, downspouts and storm drain connections.
Change Order 6 (New Kindergarten Building, Administration and Library Modernization) includes but may not be limited to adding the following: soffit vents, downspouts, storm drain connections, metal framing, roofing, and 45 days to the contract duration.

Original Contract Amount (MPB, New Kindergarten Bldg.,
Admin and Library Mod, and Interim Housing): $23,922,682

Original Contract Amount (MPB): $10,693,748
Change Order(s) previously ratified: $445,066
Change Order 5 presented for ratification: $101,426
New Contract Amount: $11,240,240

Original Contract Amount
(New Kindergarten Bldg., Admin & Library Mod): $11,552,370
Change Order(s) previously ratified: $ 415,701
Change Order 6 presented for ratification: $165,272
New Contract Amount: $12,133,343

Original Contract Amount (Interim Housing): $1,676,564
Change Order(s) previously ratified: $136,732
Current Contract Amount: $1,813,296

New Contract Amount (MPB, New Kindergarten Bldg.,
Admin & Library Mod, and Interim Housing): $25,186,879

Bid 24-92, Cambridge High School Sitework and Portable Improvement, Change Order 1 includes but may not be limited to adding the following: EMS infrastructure, concrete and credit for casework and roller shades.
Change Order 2 includes but may not be limited to adding the following: electrical and low voltage systems infrastructure and fiber optic pathway repairs.

Original Contract Amount: $989,775
Change Order(s) previously ratified: $0
Change Order 1 presented for ratification: $-5,059
Change Order 2 presented for ratification: $73,951
New Contract Amount: $1,058,667

Bid 24-94 Section A, Burroughs Elementary School Playground Replacements, Change Order 3 includes but may not be limited to adding the following: provide additional landscape sod and seed.

Original Contract Amount: $669,475
Change Order(s) previously ratified: $41,600
Change Order 3 presented for ratification: $19,570
New Contract Amount: $730,645

Bid 25-12, Sunnyside High School Chiller Replacements, Change Order 1 includes but may not be limited to adding the following: Replace electrical circuit breaker, pipe hangers, control wiring, valve actuators, acquire additional glycol, and add 45 days to the contract duration.

Original Contract Amount: $489,000
Change Order(s) previously ratified: $0
Change Order 1 presented for ratification: $43,951
New Contract Amount: $532,951

All requests for a change to the project are subject to multiple layers of review and evaluation, by both the project team (designer, contractor, Division of the State Architect Inspector of Record, project manager) and district management. Final approval for modification to the contract, resulting in a change order, is by the district. Each item in a change order is the result of one of the following: district request; unknown, unforeseen, or hidden condition; designer error/omission; or regulatory requirement. Change order costs are tracked by item and responsibility identified. Change orders can also include credits to the district. A Project Financial Summary is attached to each change order in the backup material.

FINANCIAL SUMMARY: Sufficient funds in the amount of $378,702 are available in the Measure M Fund for Bids 23-23, 23-33, 24-94, 25-12, and $68,892 are available in the Measure M and Elementary and Secondary School Emergency Relief III Federal Fund for Bid 24-92.

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
Preparing Career Ready Graduates

CHANGE ORDER

PROJECT NAME:
FUSD Ericson New Multi-Purpose Building
4777 East Yale Avenue
Fresno CA 93703

CHANGE ORDER No. :	**10B**
DSA File No, :	10-48
Application No.:	02-119122

CONTRACTOR:
Davis Moreno Construction, Inc.
4720 N. Blythe
Fresno CA 93722-

DESIGNER'SPROJECT No. :	2027
FUSD BID/CONTRACT No.	23-23
CONTRACTOR P.O. No. :	775008

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

The original Contract Sum was	$8,704,668.00
Net change by previously authorized Change Orders	$333,281.66
The Contract Sum prior to this Change Order was	$9,037,949.66
The Contract Sum will be adjusted by	$48,482.70
The new Contract Sum including this Change Order will be	$9,086,432.36
The Contract Completion date prior to this Change Order was	2/21/2025
The Contract Time will be adjusted by	(47) Calendar Days
The new Contract Completion date, including this Change Order is therefore	4/9/2025

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any,set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:	*Accepted by:*	*Authorized by:*
Darden Architects 6790 N. West Ave Fresno,California 93711	Davis Moreno Construction, Inc. 4720 N. Blythe Fresno CA 93722-	Fresno Unified School District 2309 Tulare Street Fresno CA 93721-
DESIGNER:	***CONTRACTOR:***	***OWNER:***
By: Antonio J. Avila	STEPHEN DAVIS By: Stephen Davis	By: Alex Belanger, Assoc. Sup.
Date: 05/05/2025	Date: 5/5/2025	Date: 5/7/25

CHANGE ORDER

Fresno Unified School District
Preparing Career Ready Graduates

FUSD Ericson New Multi-Purpose Building
CHANGE ORDER NO.: 10B
DATE 05/01/2025
Project No.: 2027

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

Item 10 - 1

DESCRIPTION OF CHANGE:
Add a new DVR (Digital Video Recorder) to the music storage room inside the new Multi-Purpose Building.

REASON FOR CHANGE:
The project documents called out to connect the new cameras for the MPR to the existing DVR in the Building D electrical room. The existing DVR did not have enough ports available for the added MPR cameras and there was not enough wall space to mount a new one. It was necessary to add a new DVR in the MPR music storage room.

CHANGE CATAGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP 025 RFI 099

Amount of this Change Order Item:	INCREASE	$6,179.13
Time adjustment by this Change Order Item:	INCREASE	5

Item 10 - 2

DESCRIPTION OF CHANGE:
The automatic flush valves at the boys restroom will be replaced with manual flush valves.

REASON FOR CHANGE:
The contract documents specified automatic flush valves, which are not the District Standard. These will be removed and replaced with the correct manual flush valves.

CHANGE CATAGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP 035 RFP 022

Amount of this Change Order Item:	INCREASE	$2,726.32
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 10 - 3

DESCRIPTION OF CHANGE:
The concrete ramp East of the New Multi-Purpose Building will be modified to include handrails and revisions to fencing.

REASON FOR CHANGE:
The concrete ramp as shown in the contract documents exceeded the maximum allowable slope for ADA (the Americans with Disabilities Act). In order to ensure this ramp was compliant, the concrete slopes had to be adjusted and handrails added at both ends. The fencing post had to be relocated to allow for the handrail posts.

CHANGE CATAGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFP 016 COR 052R

Amount of this Change Order Item:	INCREASE	$25,556.16
Time adjustment by this Change Order Item:	INCREASE	20

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

Item 10 - 4

DESCRIPTION OF CHANGE:
Spoils will be hauled off of the site upon cleanup.

REASON FOR CHANGE:
The original cost for modifying the East Ramp did not include a cost to haul off spoils. These spoils needed to be
hauled off upon site cleanup.

CHANGE CATAGORY:
Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:
RFP 016 COR 069

Amount of this Change Order Item:	INCREASE	$2,343.44
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 10 - 5

DESCRIPTION OF CHANGE:
Remove asphlat and exposed pipe at the East entry of the campus along Chestnut Avenue.

REASON FOR CHANGE:
The existing maintenance access ramp along Chestnut was damaged with the drainage pipe exposed and needed to be removed

CHANGE CATAGORY:
District Requested change.

DOCUMENT REFERENCE:
OTP 034 COR 065

Amount of this Change Order Item:	INCREASE	$2,294.16
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 10 - 6

DESCRIPTION OF CHANGE:
Rubber base at the custodian closet will be replaced with ceramic tile.

REASON FOR CHANGE:
Upon the Health Department inspection, it was noted that ceramic tile is required at wet locations including custodian closets near mop sinks. The existing rubber base will need to be removed and replace

CHANGE CATAGORY:
Governing agency required change after document approval

DOCUMENT REFERENCE:
OTP 037 RFP 027

Amount of this Change Order Item:	INCREASE	$1,643.28
Time adjustment by this Change Order Item:	UNCHANGED	0

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

Item 10 - 7

DESCRIPTION OF CHANGE:
Additional bracing will be added at the interior soffit.

REASON FOR CHANGE:
The Division of the State Architect Field Engineer has requested additional bracing to be added at the interior soffit where soffit attachment crosses the beam and exceeds 4'-0" span.

CHANGE CATAGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFI 95.1 COR 068

Amount of this Change Order Item:	INCREASE	$2,826.51
Time adjustment by this Change Order Item:	INCREASE	20

Item 10 - 8

DESCRIPTION OF CHANGE:
Paint Exterior East side of Classroom Building D and Administration Building.

REASON FOR CHANGE:
Due to the existing conditions, a fresh coat of paint will be provided at the East side of Classroom Building D and the Administration Building.

CHANGE CATAGORY:
District Requested change.

DOCUMENT REFERENCE:
OTP 023 COR 053

Amount of this Change Order Item:	INCREASE	$1,619.20
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 10 - 9

DESCRIPTION OF CHANGE:
Classroom number striping will be added at the pavement area south of the new multi-purpose building.

REASON FOR CHANGE:
The site has requested additional striping at the pavement area which contains room numbers.

CHANGE CATAGORY:
District Requested change.

DOCUMENT REFERENCE:
OTP 036 RFP 026

Amount of this Change Order Item:	INCREASE	$3,294.50
Time adjustment by this Change Order Item:	INCREASE	2

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$48,482.70**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**47 Days**

**** End of CHANGE ORDER **** *10B*

Fresno Unified School District
Achieving our Greatest Potential!

Project Financial Summary

Facilities Management & Planning

Project Name:	Ericson New Multi Purpose Room & Interim	**Date:**	6-May-25
DSA #:	Interim Housing: 02-120125	**Contractor:**	Davis Moreno Construction
DSA #:	New MPR: 02-119112	**Architect:**	Darden Architects
BID #:	23-23	**Change Order:**	010

Contract Summary:

Bid Award Amount(s)				
Base Bid:	Interim Housing	$ 1,541,540.00		
Additive Alternate 4:	Remove of Existing Asphalt Paving, Repair of Irrigation & Re-Seed	$ 97,078.00		
Base Bid (InteriHousing) with Add Alt 4			$ 1,638,618.00	
Base Bid:	New MPR	$ 8,488,010.00		
Additive Alternate 1:	Painted Mural	$ 14,076.00		
Additive Alternate 3:	Crack Fill, Stripping, and Sealing Playcourt	$ 32,691.00		
Additive Alternate 5:	AV Sound System	$ 77,724.00		
Additive Alternate 6:	Temporary Pedestrian Tunnel	$ 92,167.00		
Base Bid (Multi-Purpose) with Add Alt 1, 3, 5 & 6			$ 8,704,668.00	
Total Agreement Amount:			**$ 10,343,286.00**	

Contract Adjustments:

Total Contract Amount											$ 10,343,286.00	
Contract Adjustments:	**District Requested**		**Governing agency req'd change post-bid**		**Unknown, unforeseen, hidden**		**Designer E & O**		**District/Designer**		**Total**	
Interim Housing CO #001	$ 4,076.27		$ -		$ -		$ 44,646.50		$ -		$ 48,722.77	
Interim Housing CO #002	$ -		$ -		$ 9,640.57		$ -		$ -		$ 9,640.57	
Interim Housing CO #003	$ -		$ -		$ -		$ 14,015.10		$ -		$ 14,015.10	
Interim Housing CO #004	$ -		$ -		$ 11,018.70		$ -		$ -		$ 11,018.70	
Interim Housing CO #005	$ 14,007.13		$ -		$ -		$ -		$ -		$ 14,007.13	
											$ 97,404.27	
MOD CO #001	$ (33,125.16)		$ -		$ 17,690.92		$ -		$ -		$ (15,434.24)	
MOD CO #002	$ -		$ -		$ 13,813.53		$ 24,130.70		$ -		$ 37,944.23	
MOD CO #003	$ -		$ -		$ 53,663.72		$ -		$ -		$ 53,663.72	
MOD CO #004	$ -		$ -		$ 34,045.24		$ 1,287.00		$ -		$ 35,332.24	
MOD CO #005	$ -		$ -		$ 22,929.50		$ 32,760.96		$ -		$ 55,690.46	
MOD CO #006	$ -		$ -		$ -		$ 25,591.12		$ -		$ 25,591.12	
MOD CO #007	$ -		$ -		$ 9,467.36		$ 11,496.69		$ -		$ 20,964.05	
MOD CO #008	$ 34,244.15		$ -		$ -		$ 37,114.50		$ -		$ 71,358.65	
MOD CO #009	$ (4,162.87)		$ 38,338.47		$ -		$ 13,995.83		$ -		$ 48,171.43	
MOD CO #010	$ 7,207.86		$ 1,643.28		$ 2,343.44		$ 37,288.12		$ -		$ 48,482.70	
											$ 381,764.36	
Totals:	**$ 22,247.38**	0.2%	**$ 39,981.75**	0.4%	**$ 174,612.98**	1.7%	**$ 242,326.52**	2.3%	**$ -**	0.0%	**$ 479,168.63**	**$ 479,168.63** 4.6%
Total Contract Amount with Adjustments									**$ -**			**$ 10,822,454.63**

Fresno Unified School District
Preparing Career Ready Graduates

CHANGE ORDER

PROJECT NAME:
FUSD Del Mar Elementary New MPR

CHANGE ORDER No. :	05
DSA File No, :	10-H8
Application No.:	02-118803

CONTRACTOR:
Davis Moreno Construction, Inc.
4720 N. Blythe
Fresno CA 93722-

DESIGNER'SPROJECT No. :	1940
FUSD BID/CONTRACT No.	23-33
CONTRACTOR P.O. No. :	777945A

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

The original Contract Sum was	$10,693,748.00
Net change by previously authorized Change Orders	$445,065.56
The Contract Sum prior to this Change Order was	$11,138,813.56
The Contract Sum will be adjusted by	$101,426.42
The new Contract Sum including this Change Order will be	$11,240,239.98
The Contract Completion date prior to this Change Order was	12/31/2024
The Contract Time will be adjusted by	(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore	12/31/2024

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any,set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:	*Accepted by:*	*Authorized by:*
Darden Architects 6790 N. West Ave Fresno,California 93711	Davis Moreno Construction, Inc. 4720 N. Blythe Fresno CA 93722-	Fresno Unified School District 2309 Tulare Street Fresno CA 93721-
DESIGNER:	***CONTRACTOR:***	***OWNER:***
	STEPHEN DAVIS	
By:	By:	By: Alex Belanger, Assoc. Sup.
Date: 04/17/2025	Date: 4/19/2025	Date: 4/24/25

CHANGE ORDER

Fresno Unified School District
Preparing Career Ready Graduates

FUSD Del Mar Elementary New MPR
CHANGE ORDER NO.: 05
DATE
Project No.: 1940

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

Item 05 - 1

DESCRIPTION OF CHANGE:
Add suspended acoustical ceiling above MPR platform.

REASON FOR CHANGE:
a suspended ceiling with clearance for sprinkler piping and conduits is required.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP - 035 RFP 031

Amount of this Change Order Item:	INCREASE	$14,685.30
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 05 - 2

DESCRIPTION OF CHANGE:
Provide acoustical celling I n Data rooms 121 & 122 to allow for coinduit and data cabling above ceiling.

REASON FOR CHANGE:
It was necessary to add a suspended acoustical ceiling in the data rooms to provide a concealed space for conduits and to minimize dust.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP 037 SI-031

Amount of this Change Order Item:	INCREASE	$2,549.67
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 05 - 3

DESCRIPTION OF CHANGE:
Provide additional Low voltage data drops and additional wireless access points at MPR and Library

REASON FOR CHANGE:
The District IT department requested additional wireless access points for better wifi coverage, which required additional data lines.

CHANGE CATEGORY:
District Requested change.

DOCUMENT REFERENCE:
OTP 036 RFP-024

Amount of this Change Order Item:	INCREASE	$8,326.82
Time adjustment by this Change Order Item:	UNCHANGED	0

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

Item 05 - 4

DESCRIPTION OF CHANGE:
Add curtain valance to platform opening to hide curtain rigging

REASON FOR CHANGE:
The platform curtain rigging is visible from the Multi-purpose room.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP 042 RFI 165

Amount of this Change Order Item:	INCREASE	$2,508.60
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 05 - 5

DESCRIPTION OF CHANGE:
Add condensate drain lines for HVAC units and connect to drains

REASON FOR CHANGE:
The HVAC Units require a condensate drain line and connection to drains.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP 041 RFI-168

Amount of this Change Order Item:	INCREASE	$6,809.75
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 05 - 6

DESCRIPTION OF CHANGE:
Provide ceiling access doors in rooms 118 & 119

REASON FOR CHANGE:
Code required ceiling access doors due to the height of the access space.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP-040 COR 101

Amount of this Change Order Item:	INCREASE	$2,491.28
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 05 - 7

DESCRIPTION OF CHANGE:
Provide 3" diameter galvanized steel downspouts at MPR canopies

REASON FOR CHANGE:
Rain gutters in canopies were blocked by the structural steel beams and additional down spouts are required to maintain and control water runoff.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP-039 RFP-033

Amount of this Change Order Item:	INCREASE	$41,994.26
Time adjustment by this Change Order Item:	UNCHANGED	0

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

Item05 - 8

DESCRIPTION OF CHANGE:
Provide underground storm drain piping for downspouts at MPR

REASON FOR CHANGE:
Rain gutter downspouts are required to be connected to storm drain system per FUSD standards.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP - 038 RFP 033

Amount of this Change Order Item:	INCREASE	$22,060.74
Time adjustment by this Change Order Item:	UNCHANGED	0

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**UNCHANGED**	**$101,426.42**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**UNCHANGED**	**0 Days**

****** End of CHANGE ORDER ****** ***05***

Change Order Item Detail

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: Del Mar - MPR Proj - MPR

DSA #: 02-118803

BID #: 23-33

Date: 4/24/25

Contractor: Davis Moreno Construction, Inc.

Architect: Darden

Change Order: 5

Contract Summary:

Bid Award Amount(s)	
Base Bid-MPR:	$ 10,693,748.00
Add Alternate 1: Kinder, Admin, Library Mod	$ 11,552,370.00
Add Alternate 2: Interim Housing	$ 1,676,564.00
Total Agreement Amount:	**$ 23,922,682.00**

Contract Adjustments: Interim Housing

Total Contract Amount: $ 1,676,564.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total			
CO #001	$ 4,220.89		$ 14,069.91		$ 11,326.06		$ 107,115.34		$ -		$ 136,732.20			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
Totals:	**$ 4,220.89**	0.0%	**$ 14,069.91**	0.1%	**$ 11,326.06**	0.0%	**$ 107,115.34**	0.4%	**$ -**	0.0%	**$ 136,732.20**	**$ 136,732.20**	8.2%	0.6%
Total Contract Amount with Adjustments												**$ 1,813,296.20**		

Contract Adjustments: New MPR

Total Contract Amount: $ 10,693,748.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total			
CO #001	$ -		$ -		$ 122,242.58		$ 18,187.86		$ 74,736.09		$ 215,166.53			
CO #002	$ -		$ 7,854.69		$ 41,972.75		$ 6,205.99		$ 11,785.09		$ 67,818.52			
CO #003	$ 6,228.21		$ -		$ -		$ 35,061.70		$ -		$ 41,289.91			
CO #004	$ 23,884.79		$ -		$ 86,830.34		$ 10,075.47		$ -		$ 120,790.60			
CO #005	$ 8,326.82		$ -		$ -		$ 93,099.60		$ -		$ 101,426.42			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
Totals:	**$ 38,439.82**	2.1%	**$ 7,854.69**	0.4%	**$ 251,045.67**	13.8%	**$ 162,630.62**	9.0%	**$ 86,521.18**	4.8%	**$ 546,491.98**	**$ 546,491.98**	5.1%	2.3%
Total Contract Amount with Adjustments												**$ 11,240,239.98**		

Contract Adjustments: Kinder Bldg, Admin Mod, Library Mod

Total Contract Amount: $ 11,552,370.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total			
CO #001	$ -		$ -		$ 17,092.79		$ -		$ (4,835.43)		$ 12,257.36			
CO #002	$ -		$ -		$ 8,436.49		$ 77,077.46		$ -		$ 85,513.95			
CO #003	$ -		$ 11,517.65		$ 170,993.84		$ -		$ -		$ 182,511.49			
CO #004	$ 12,116.76		$ -		$ 31,411.12		$ 12,639.27		$ -		$ 56,167.15			
CO #005	$ 34,394.90		$ -		$ 24,258.11		$ 20,597.65		$ -		$ 79,250.66			
CO #006	$ -		$ -		$ 1,403.40		$ 163,868.54		$ -		$ 165,271.94			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
Totals:	**$ 46,511.66**	8.5%	**$ 11,517.65**	2.1%	**$ 253,595.75**	46.4%	**$ 274,182.92**	50.2%	**$ (4,835.43)**	-0.9%	**$ 580,972.55**	**$ 580,972.55**	5.0%	2.4%
Total Contract Amount with Adjustments												**$ 12,133,342.55**		

Subtotal	**$ 1,264,196.73**
Total	**$ 25,186,878.73**

5.3%

Fresno Unified School District
Preparing Career Ready Graduates

CHANGE ORDER

CHANGE ORDER No. : 06

PROJECT NAME:
FUSD Del Mar Kindergarten Buildings and Modernizatio
4122 N. Del Mar Ave
Fresno CA 93704

DSA File No, : 10-48

Application No.: 02-119171

CONTRACTOR:
Davis Moreno Construction, Inc.
4720 N. Blythe
Fresno CA 93722-

DESIGNER'SPROJECT No. : 1942

FUSD BID/CONTRACT No. 23-33

CONTRACTOR P.O. No. : 777945B

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

The original Contract Sum was	$11,552,370.00
Net change by previously authorized Change Orders	$415,700.61
The Contract Sum prior to this Change Order was	$11,968,070.61
The Contract Sum will be adjusted by	$165,271.94
The new Contract Sum including this Change Order will be	$12,133,342.55
The Contract Completion date prior to this Change Order was	8/27/2025
The Contract Time will be adjusted by	(45) Calendar Days
The new Contract Completion date, including this Change Order is therefore	10/11/2025

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any,set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:	*Accepted by:*	*Authorized by:*
Darden Architects 6790 N. West Ave Fresno,California 93711	Davis Moreno Construction, Inc. 4720 N. Blythe Fresno CA 93722-	Fresno Unified School District 2309 Tulare Street Fresno CA 93721-
DESIGNER:	***CONTRACTOR:***	***OWNER:***
By:	By: STEPHEN DAVIS	By: Alex Belanger, Assoc. Sup.
Date: 04/19/2025	Date: 4/19/2025	Date: 4/25/25

CHANGE ORDER

Fresno Unified School District
Preparing Career Ready Graduates

FUSD Del Mar Kindergarten Buildings and Modernizations
CHANGE ORDER NO.: 06
DATE
Project No.: 1942

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

Item 06 - 1

DESCRIPTION OF CHANGE:
Add continuous soffit vent to wood framed exterior soffits at the Early Learning Building.

REASON FOR CHANGE:
With the deletion of the fire sprinklers in the wood framed soffits, vents were required for air movement.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP-35 RFP 034

Amount of this Change Order Item:	INCREASE	$10,411.80
Time adjustment by this Change Order Item:	INCREASE	10

Item 06 - 2

DESCRIPTION OF CHANGE:
Provide underground storm drain piping and connections for downspouts at the Admininstration and the Early Learning Buildings

REASON FOR CHANGE:
Storm drain piping and connections to downspouts were not shown in the contract documents.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFI 1561 SI 032

Amount of this Change Order Item:	INCREASE	$48,634.44
Time adjustment by this Change Order Item:	INCREASE	15

Item 06 - 3

DESCRIPTION OF CHANGE:
Add metal framing and modify metal roofing and sheet metal at the Early Learning Canopies

REASON FOR CHANGE:
Contract documents did not show the necessary metal framing required for the Early Learning building canopy support.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP 039 SI 037

Amount of this Change Order Item:	INCREASE	$22,336.30
Time adjustment by this Change Order Item:	INCREASE	7

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

Item 06 - 4

DESCRIPTION OF CHANGE:
Add pipe clamps to downspouts along existing pipe columns and the Administration building

REASON FOR CHANGE:
The existing columns are not thick enough to be welded to.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:
OTP 038 SI 033

Amount of this Change Order Item:	INCREASE	$1,403.40
Time adjustment by this Change Order Item:	INCREASE	1

Item 06 - 5

DESCRIPTION OF CHANGE:
Provide 3" galvanized steel downspouts at the Administration and Early Learning building canopies

REASON FOR CHANGE:
The necessary underground storm drain piping, connections and canopy downspouts were not included in the project documents.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP - 037 SI-032

Amount of this Change Order Item:	INCREASE	$82,486.00
Time adjustment by this Change Order Item:	INCREASE	12

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**UNCHANGED**	**$165,271.94**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**45 Days**

****** End of CHANGE ORDER ****** ***06***

Change Order Item Detail

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: Del Mar - MPR Proj - Kinder

DSA #: 02-118803

BID #: 23-33

Date: 4/24/25

Contractor: Davis Moreno Construction, Inc.

Architect: Darden

Change Order: 6

Contract Summary:

Bid Award Amount(s)	
Base Bid-MPR:	$ 10,693,748.00
Add Alternate 1: Kinder, Admin, Library Mod	$ 11,552,370.00
Add Alternate 2: Interim Housing	$ 1,676,564.00
Total Agreement Amount:	**$ 23,922,682.00**

Contract Adjustments: Interim Housing

Total Contract Amount: $ 1,676,564.00

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total			
CO #001	$ 4,220.89	$ 14,069.91	$ 11,326.06	$ 107,115.34	$ -	$ 136,732.20			
	$ -	$ -	$ -	$ -	$ -	$ -			
	$ -	$ -	$ -	$ -	$ -	$ -			
Totals:	**$ 4,220.89** 0.0%	**$ 14,069.91** 0.1%	**$ 11,326.06** 0.0%	**$ 107,115.34** 0.4%	**$ -** 0.0%	**$ 136,732.20**	**$ 136,732.20**	8.2%	0.6%
Total Contract Amount with Adjustments							**$ 1,813,296.20**		

Contract Adjustments: New MPR

Total Contract Amount: $ 10,693,748.00

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total			
CO #001	$ -	$ -	$ 122,242.58	$ 18,187.86	$ 74,736.09	$ 215,166.53			
CO #002	$ -	$ 7,854.69	$ 41,972.75	$ 6,205.99	$ 11,785.09	$ 67,818.52			
CO #003	$ 6,228.21	$ -	$ -	$ 35,061.70	$ -	$ 41,289.91			
CO #004	$ 23,884.79	$ -	$ 86,830.34	$ 10,075.47	$ -	$ 120,790.60			
CO #005	$ 8,326.82	$ -	$ -	$ 93,099.60	$ -	$ 101,426.42			
	$ -	$ -	$ -	$ -	$ -	$ -			
	$ -	$ -	$ -	$ -	$ -	$ -			
	$ -	$ -	$ -	$ -	$ -	$ -			
Totals:	**$ 38,439.82** 2.1%	**$ 7,854.69** 0.4%	**$ 251,045.67** 13.8%	**$ 162,630.62** 9.0%	**$ 86,521.18** 4.8%	**$ 546,491.98**	**$ 546,491.98**	5.1%	2.3%
Total Contract Amount with Adjustments							**$ 11,240,239.98**		

Contract Adjustments: Kinder Bldg, Admin Mod, Library Mod

Total Contract Amount: $ 11,552,370.00

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total			
CO #001	$ -	$ -	$ 17,092.79	$ -	$ (4,835.43)	$ 12,257.36			
CO #002	$ -	$ -	$ 8,436.49	$ 77,077.46	$ -	$ 85,513.95			
CO #003	$ -	$ 11,517.65	$ 170,993.84	$ -	$ -	$ 182,511.49			
CO #004	$ 12,116.76	$ -	$ 31,411.12	$ 12,639.27	$ -	$ 56,167.15			
CO #005	$ 34,394.90	$ -	$ 24,258.11	$ 20,597.65	$ -	$ 79,250.66			
CO #006	$ -	$ -	$ 1,403.40	$ 163,868.54	$ -	$ 165,271.94			
	$ -	$ -	$ -	$ -	$ -	$ -			
	$ -	$ -	$ -	$ -	$ -	$ -			
Totals:	**$ 46,511.66** 8.5%	**$ 11,517.65** 2.1%	**$ 253,595.75** 46.4%	**$ 274,182.92** 50.2%	**$ (4,835.43)** -0.9%	**$ 580,972.55**	**$ 580,972.55**	5.0%	2.4%
Total Contract Amount with Adjustments							**$ 12,133,342.55**		

Subtotal	**$ 1,264,196.73**	
Total	**$ 25,186,878.73**	5.3%

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Cambridge High School - Sitework & Portable Improvement
1001 S. Chestnut Avenue
Fresno, CA 93702

CHANGE ORDER No. : 001

DSA File No. : 10-H8

Application No. : 02-122215

CONTRACTOR :
BDM, Inc.
240 North 12th Avenue, Box 306
Hanford, CA 93230

DESIGNER'S PROJECT No. : 22308-E-01

FUSD BID/CONTRACT No. : 24-92

CONTRACTOR P.O. No. : 806224

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

The original Contract Sum was	$	989,775.00
Net change by previously authorized Change Orders	$	-
The Contract Sum prior to this Change Order was	$	989,775.00
The Contract Sum will be adjusted by	$	(5,059.87)
The new Contract Sum, including this Change Order will be	$	984,715.13
The Contract Completion date prior to this Change Order was		27-Sept-24
The Contract Time will be adjusted by	(0) Calendar Days	
The new Contract Completion date, including this Change Order is therefore		27-Sept-24

NOTE: *Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.*

Recommended by:	*Accepted by:*	*Authorized by:*
SGPA Architecture & Planning	**BDM, Inc.**	**Fresno Unified School District**
3599 Sueldo Street, Suite	240 North 12th Avenue, Box 306	4600 N. Brawley
	Hanford, CA 93230	Fresno, CA 93722
ARCHITECT/ENGINEER:	*CONTRACTOR:*	*OWNER:*
By: Kevin Bussett	By: Lyle Bolte, CEO	By: Alex Belanger | Chief Executive
Date: 5/7/2025	Date: 4/20/2025	Date: 5/14/25

Additional days to be adjusted in final change order as agreed between owner and BDM Inc. to include non-compensable days. BDM Inc. waives none and reserves all rights.

Change Order Summary
Page 1 of 1

Fresno Unified School District

CHANGE ORDER

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

Item 1-1

DESCRIPTION OF CHANGE:
Install new JACE Controller and associated infrastructure for connection of new building to campus wide energy management system.

REASON FOR CHANGE:
The project documents did not include the connection to campus wide energy management system.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
COIR 2 - OTP 001, PCO 003, CCD 003(B)

Amount of this Change Order Item:	**Increase $**	**16,396.60**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-2

DESCRIPTION OF CHANGE:
Provide additional concrete at each side of new building pad.

REASON FOR CHANGE:
District's modular manufacturer requested additional concrete be added at each side of pad for flexibility/ease of building placement.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
COIR 3 - OTP 002, PCO 001, CCD 005(B)

Amount of this Change Order Item:	**Increase $**	**1,143.53**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 1-3

DESCRIPTION OF CHANGE:
Credit to District for removal of casework from scope of work except the casework and associated countertop at sink area.

REASON FOR CHANGE:
District request to remove casework from scope of project.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
COIR 4 - PCO 005, CCD 001(B)

Amount of this Change Order Item:	**Decrease**	**$**	**17,600.00**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-4

DESCRIPTION OF CHANGE:
Credit to District for removal of roller shades from scope of work.

REASON FOR CHANGE:
Roller shades were removed from the scope in response to DSA backcheck comments.

CHANGE CATEGORY:
Governing agency required change after document approval.

DOCUMENT REFERENCE:
COIR 5 - PCO 006

Amount of this Change Order Item:	**Decrease**	**$**	**5,000.00**
Time adjustment by this Change Order Item:	**Increase**		0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**DECREASE**	**$**	**5,059.87**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**		**0 DAYS**

***** End of CHANGE ORDER *****

Fresno Unified School District
Achieving our Greatest Potential!

Project Financial Summary

Facilities Management & Planning

Project Name: Cambridge H.S. - Sitework and Portable Improvement
DSA #: 02-122215
BID #: 24-92

Date: 8-May-25
Contractor: BDM, Inc.
Architect: SGPA Architecture
Change Order: 001

Contract Summary:

Bid Award Amount(s)			
Base Bid:	Sitework and Portable Improvement	$ 989,775.00	
Total Agreement Amount:			**$ 989,775.00**

Contract Adjustments:

Total Contract Amount													$ 989,775.00	
Contract Adjustments:		District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total		
CO #001	$	(16,456.47)		$ (5,000.00)		$ -		$ 16,396.60		$ -		$ (5,059.87)		
CO #002	$	-		$ -		$ -		$ -		$ -		$ -		
CO #003	$	-		$ -		$ -		$ -		$ -		$ -		
CO #004	$	-		$ -		$ -		$ -		$ -		$ -		
CO #005	$	-		$ -		$ -		$ -		$ -		$ -		
CO #006	$	-		$ -		$ -		$ -		$ -		$ -		
													$ (5,059.87)	
Totals:	$	**(16,456.47)**	-1.7%	$ **(5,000.00)**	-0.5%	$ -	0.0%	$ **16,396.60**	1.7%	$ -	0.0%	$ **(5,059.87)**	$ **(5,059.87)**	-0.5%
Total Contract Amount with	$	-											$ **984,715.13**	

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Cambridge High School - Sitework & Portable Improvement
1001 S. Chestnut Avenue
Fresno, CA 93702

CHANGE ORDER No. : 002

DSA File No. : 10-H8

Application No. : 02-122215

CONTRACTOR :
BDM, Inc.
240 North 12th Avenue, Box 306
Hanford, CA 93230

DESIGNER'S PROJECT No. : 22308-E-01

FUSD BID/CONTRACT No. : 24-92

CONTRACTOR P.O. No. : 806224

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

The original Contract Sum was	$	989,775.00
Net change by previously authorized Change Orders	$	(5,059.87)
The Contract Sum prior to this Change Order was	$	984,715.13
The Contract Sum will be adjusted by	$	73,951.32
The new Contract Sum, including this Change Order will be	$	1,058,666.45
The Contract Completion date prior to this Change Order was		27 Sept 2024
The Contract Time will be adjusted by		(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore		27 Sept 2024

NOTE: *Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.*

Recommended by:	***Accepted by:***	***Authorized by:***
SGPA Architecture & Planning	**BDM, Inc.**	**Fresno Unified School District**
3599 Sueldo Street, Suite	240 North 12th Avenue, Box 306	4600 N. Brawley
	Hanford, CA 93230	Fresno, CA 93722
ARCHITECT/ENGINEER:	***CONTRACTOR:***	***OWNER:***
Kevin Bussett		
By: **Kevin Bussett**	By: Kyle Bolte, CEO	By: Alex Belanger | Chief Executive
Date: **5/7/2025**	Date: 4/28/2025	Date: 5/14/25

Additional days to be adjusted in final change order as agreed between owner and BDM Inc. to include non-compensable days. BDM Inc. waives none and reserves all rights.

Fresno Unified School District

CHANGE ORDER

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

Item 1-1

DESCRIPTION OF CHANGE:
Repair broken conduits by pulling back wires and fiber, repairing conduit, rerunning fiber, backfilling and compacting.

REASON FOR CHANGE:
Conduit was damaged due to demo of concrete footing at the trash enclosure.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
COIR 006 - PCO 008, OTP 003, RFI 12

Amount of this Change Order Item:	**Increase**	**$ 7,068.26**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-2

DESCRIPTION OF CHANGE:
Add electrical, fire alarm, data and camera infrastructure and devices to the new portable buildings.

REASON FOR CHANGE:
The project documents did not include the required electrical and low voltage infrastructure and devices for the new buildings.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
COIR 008 - OTP 004, PCO 007.1

Amount of this Change Order Item:	**Increase**	**$ 66,883.06**
Time adjustment by this Change Order Item:	**Increase**	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$ 73,951.32**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**0 DAYS**

***** End of CHANGE ORDER *****

Fresno Unified School District
Achieving our Greatest Potential!

Project Financial Summary

Facilities Management & Planning

Project Name: Cambridge H.S. - Sitework and Portable Improvement
DSA #: 02-122215
BID #: 24-92

Date: 8-May-25
Contractor: BDM, Inc.
Architect: SGPA Architecture
Change Order: 002

Contract Summary:

Bid Award Amount(s)			
Base Bid:	Sitework and Portable Improvement	$ 989,775.00	
Total Agreement Amount:			**$ 989,775.00**

Contract Adjustments:

Total Contract Amount													$ 989,775.00	
Contract Adjustments:		District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total		
CO #001	$	(16,456.47)	$	(5,000.00)	$	-	$	16,396.60	$	-	$	(5,059.87)		
CO #002	$	66,883.06	$	-	$	7,068.26	$	-	$	-	$	73,951.32		
CO #003	$	-	$	-	$	-	$	-	$	-	$	-		
													$ 68,891.45	
Totals:	**$**	**50,426.59**	5.1%	**$ (5,000.00)**	-0.5%	**$ 7,068.26**	0.7%	**$ 16,396.60**	1.7%	**$ -**	0.0%	**$ 68,891.45**	**$ 68,891.45**	7.0%
Total Contract Amount with	**$**	**66,883.06**											**$ 1,058,666.45**	

Fresno Unified School District
Preparing Career Ready Graduates

Change Order

PROJECT NAME:
FUSD Burroughs Elementary Playground Replacement

CHANGE ORDER No. : 03

DSA File No, : 10-48

Application No.: 02-122311

CONTRACTOR:
Harris Development Corp, dba HBC Enterprises

DESIGNER'SPROJECT NO. :: 2408

FUSD BID/CONTRACT NO. 24-94A

CONTRACTOR P.O. NO. :: 2501344

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

The original Contract Sum was	$669,475.00
Net change by previously authorized Change Orders	$41,600.44
The Contract Sum prior to this Change Order was	$711,075.44
The Contract Sum will be adjusted by	$19,569.48
The new Contract Sum including this Change Order will be	$730,644.92
The Contract Completion date prior to this Change Order was	3/14/2025
The Contract Time will be adjusted by	(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore	3/14/2025

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any,set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:	*Accepted by:*	*Authorized by:*
Darden Architects 6790 N. West Ave Fresno,California 93711	Harris Development Corp, dba HBC Ent	Fresno Unified School District 2309 Tulare Street Fresno CA 93721-
DESIGNER:	***CONTRACTOR:***	***OWNER:***
By: Antonio J. Avila	By: Rob Harris	By: Alex Belanger, Assoc. Sup.
Date: 5/1/2025	Date: 5.1.25	Date: 5/7/25

Fresno Unified School District
Preparing Career Ready Graduates

Change Order

FUSD Burroughs Elementary Playground Replacement
CHANGE ORDER NO.: 03
DATE
Project No.: 2408

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

Item 03 - 1

DESCRIPTION OF CHANGE:
Furnish and install additional SOD and seed around the play ground area.

REASON FOR CHANGE:
Additional SOD and seed will be placed around the play ground area where grass currently is not growing.

CHANGE CATAGORY:
District Requested change.

DOCUMENT REFERENCE:
COR 04 COR 05

Amount of this Change Order Item:	INCREASE	$19,569.48
Time adjustment by this Change Order Item:	UNCHANGED	0

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$19,569.48**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**UNCHANGED**	**0 Days**

****** End of CHANGE ORDER ***** ***03***

Change Order Item Detail

Fresno Unified School District

Maintenance & Operations

Project Financial Summary

Project Name:	*Burroughs Elementary Playground Replacement*	**Date:**	**04/01/25 HBC**
		Contractor:	**Enterprises**
DSA #:	02-122311	**Architect:**	**Darden**
BID #:	24-94A	**Change Order:**	**003**

Contract Summary:

Bid Award Amount(s)

Base Bid:	$	669,475.00
Base Bid:	$	-
Additive Alternate 1:	$	-
Additive Alternate 2:	$	-
Additive Alternate 3:	$	-
Additive Alternate 4:	$	-
Total Agreement Amount:	**$**	**669,475.00**

Contract Adjustments:

Total Contract Amount $ 669,475.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total		
CO #001	$ -		$ -		$ 6,259.66		$ 4,681.04		$ -		$ 10,940.70		
CO #002	$ -		$ -		$ 30,659.74		$ -		$ -		$ 30,659.74		
CO #003	$ 19,569.48		$ -		$ -		$ -		$ -		$ 19,569.48		
	$ -		$ -		$ -		$ -		$ -		$ -		
	$ -		$ -		$ -		$ -		$ -		$ -		
	$ -		$ -		$ -		$ -		$ -		$ -		
Totals:	**$ 19,569.48**	3%	**$ -**	0%	**$ 36,919.40**	6%	**$ 4,681.04**	1%	**$ -**	0%	**$ 61,169.92**	**$ 61,169.92**	9.1%

Total Contract Amount with Adjustments **$ 730,644.92**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Sunnyside HS Chiller Replacement
1019 S. Peach Ave
Fresno, CA 93727

CHANGE ORDER No. : 001

DSA File No. : 10-H8

Application No. : 02-122083

CONTRACTOR :
New England Sheet Metal and Mechanical Co.
P.O. Box 27409
Fresno, CA 93729

DESIGNER'S PROJECT No. : 23084

FUSD BID/CONTRACT No. : 25-12

CONTRACTOR P.O. No. : 25009722

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

The original Contract Sum was	$	489,000.00
Net change by previously authorized Change Orders	$	-
The Contract Sum prior to this Change Order was	$	489,000.00
The Contract Sum will be adjusted by	$	**43,951.00**
The new Contract Sum, including this Change Order will be	$	532,951.00
The Contract Completion date prior to this Change Order was		11-Feb-25
The Contract Time will be adjusted by		(45)Calendar Days
The new Contract Completion date, including this Change Order is therefore		28-Mar-25

NOTE: *Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.*

Recommended by:	*Accepted by:*	*Authorized by:*
Lawrence Engineering Group	NESM	**Fresno Unified School District**
4910 E Clinton Way #101	P.O. Box 27409	4600 N. Brawley
Fresno, CA 93727	Fresno, CA 93729	Fresno, CA 93722
ARCHITECT/ENGINEER:	*CONTRACTOR:*	*OWNER:*
By: Michael D. Cantelmi	By: John D. Sloan	By: Alex Belanger | Chief Executive
Date: 4/4/2025	Date: 4.7.25	Date: 5/07/25

Fresno Unified School District

CHANGE ORDER

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

Item 1-1

DESCRIPTION OF CHANGE:
Replace Chiller 1B Breaker

REASON FOR CHANGE:
Existing breakers were tested. Chiller 1B was found to be bad.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
PCO-2

Amount of this Change Order Item:	**Increase**	**$**	**10,422.00**
Time adjustment by this Change Order Item:	**Increase**		7 Day

Item 1-2

DESCRIPTION OF CHANGE:
Replace the installed double unistrut with P5501 and add additional hangers.

REASON FOR CHANGE:
The installed double unistrut was bowing from the weight of the pipe.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
PCO-3

Amount of this Change Order Item:	**Increase**	**$**	**9,717.00**
Time adjustment by this Change Order Item:	**Increase**		5 Days

Fresno Unified School District

CHANGE ORDER

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

Item 1-3

DESCRIPTION OF CHANGE:
Additional control wiring for chiller control upgrade.

REASON FOR CHANGE:
This change event has been requested by the district to construct a raceway from the chiller cabinet to an additional cabinet for the reinstalled flow meters on the new chiller.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
PCO-4

Amount of this Change Order Item:	**Increase**	**$**	**1,525.00**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-4

DESCRIPTION OF CHANGE:
Relocate new conductors from the variable frequency drives to the chillers, as well as wires from the EMS Control cabinet.

REASON FOR CHANGE:
Chiller cabinets were situated in a different location than shown on plans. The conductors were too short and require replacement with new conductors.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden Condition.

DOCUMENT REFERENCE:
PCO-5

Amount of this Change Order Item:	**Increase**	**$**	**3,018.00**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Fresno Unified School District

CHANGE ORDER

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

Item 1-5

DESCRIPTION OF CHANGE:
Acquire additional glycol.

REASON FOR CHANGE:
There was an unforeseen amount needed from a glycol leak over time. Glycol was taken from one of the chiller circuits that was not used due to being unrepairable. Intermittent leak has been repaired.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
PCO-6

Amount of this Change Order Item:	**Increase $**	**12,216.00**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-6

DESCRIPTION OF CHANGE:
Replacement of condenser water control valve actuators.

REASON FOR CHANGE:
The district requested two (2) new actuators to replace existing actuator that failed.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
PCO-7

Amount of this Change Order Item:	**Increase $**	**7,053.00**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

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

Item 1-7

DESCRIPTION OF CHANGE:
Completion date extended.

REASON FOR CHANGE:
Extra time is needed to complete the project due to unforseen conditions.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
None

Amount of this Change Order Item:	**Increase**	**$ -**
Time adjustment by this Change Order Item:	**Increase**	33 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$ 43,951.00**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**45 DAYS**

***** End of CHANGE ORDER *****

Fresno Unified School District

Maintenance & Operations

Project Financial Summary

Project Name: *Sunnyside High School Chiller Replacements*

DSA #: 02-122083

BID #: 25-12

Date: 05/05/25

Contractor: New England Sheet Metal and Mechanical Co.

Architect: Lawrence Engineering Group

Change Order: 1

Contract Summary:

Bid Award Amount(s)

Base Bid:	$	489,000.00
Base Bid:		
Additive Alternate 1:		
Additive Alternate 2:	$	-
Additive Alternate 3:	$	-
Allowance:		
Total Agreement Amount:	**$**	**489,000.00**

Contract Adjustments:

Total Contract Amount															$	489,000.00	
Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total						
CO #001	$	8,578.00	$	-	$	25,656.00	$	9,717.00				43,951					
			$	-			$	-	$	-	$	-					
			$	-	$	-	$	-	$	-	$	-					
	$	-	$	-	$	-	$	-	$	-	$	-					
	$	-	$	-	$	-	$	-	$	-	$	-					
	$	-	$	-	$	-	$	-	$	-	$	-					
Totals:	$	8,578.00	2% $	-	0% $	25,656.00	5% $	9,717.00	2% $	-	0% $	43,951			$	43,951.00	9.0%
Total Contract Amount with Adjustments															$	532,951.00	