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FOR IMMEDIATE RELEASE

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MEDIA RELEASE

REVISED: Fresno Unified Issues Statement Clarifying Settlement with Nikki Henry

In view of the inaccuracies and misinformation in the media regarding the Resignation Settlement Agreement and General Release between the Fresno Unified School District and Nikki Henry (“Settlement Agreement”), the District issues this statement of correction and clarification.

GVWire’s article of July 29, 2025, is misleading and inaccurate. Contrary to the assertion attributed to a Trustee, Board members did not give “unofficial permission” to staff to negotiate a settlement with Ms. Henry. Rather, as the July 29, 2025 article notes, David Chavez, Chief of Human Resources, was given unanimous Board authority to reach a settlement with Ms. Henry. “Unofficial permission” is not a term or process referenced in the Brown Act and it does not appear in any District Board policy. Indeed, when, as here, a governing board makes a collective decision it is “official.” (Government Code section 54952.6 defines “action taken.”)

The process undertaken in this matter was consistent with Government Code section 54957, the Brown Act section that provides for the confidentiality of personnel matters, as well as with

Government Code section 54957.1, which includes an exception to the “action-taken” report-out requirement when, as here, a potential settlement is dependent on the agreement of the other party. In accordance with this exception, the District released fully-executed copies of the Settlement Agreement upon request.

Therefore, the District did not violate the Brown Act.

Further, contrary to the assertion of the Trustee, there has been no cover-up in the District’s handling of this matter. Information leading up to the settlement with Ms. Henry was in the public domain through various media reports. For example, GVWire itself published articles on May 28 and May 30, 2025, covering the story about the “dossier” developed by Ms. Henry in her role as District Communications Chief. District staff regularly updates trustees with regard to such matters especially when the District or its personnel are under media scrutiny. Even when employees are “in the news,” the District is legally obligated to observe personnel confidentiality, especially when there’s a potential for disciplinary proceedings. Note that Education Code sections 45113 and 45116 set out the due process rights of classified (non-instructional) employees.

The Fresno Teachers Association has claimed on its Facebook page that the Settlement Agreement requires the District to indemnify Ms. Henry. This is not correct. The Settlement Agreement does not include an indemnification provision. We believe this claim arises from references to Government Code sections 825 and 995 in paragraph 4 of the Settlement Agreement. This language is industry standard and simply acknowledges Ms. Henry’s statutory right as a former public employee to request a defense and indemnification for claims arising out of the course and scope of her duties as a public employee. The sentence that follows makes clear that the District does not guarantee, promise, or represent that those protections will be available to Ms. Henry.

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